



City of Springfield

Agenda

City Council

Ken McClure, Mayor

Zone Councilmembers

Monica Horton, Zone 1

Abe McGull, Zone 2

Brandon Jenson, Zone 3

Matthew Simpson, Zone 4

General Councilmembers

Heather Hardinger, General A

Craig Hosmer, General B

Callie Carroll, General C

Derek Lee, General D

July 8, 2024

6:30 PM

**Regional Police-Fire Training Center
2620 West Battlefield Road
Room 101, 102, and 103**

[Rules and procedures.](#)

1. ROLL CALL.

2. APPROVAL OF MINUTES.

- 2.1. Approval of Minutes. June 18, 2024, Special City Council Meeting and June 24, 2024, 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. Except Item 6.1. Citizens May Speak.

6.1. Council Bill 2024-120 (Jenson)

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 2.72 acres of private property generally located at 3801 West Sunshine Street, and referenced as Annexation A-2-2024, into the City of Springfield.

6.2. Council Bill 2024-121 (Horton)

A special ordinance authorizing the City Manager, or designee, to enter into a License Agreement to Use City Property with the Commercial Street Community Improvement

District, for the purpose of allowing the installation and placement of concrete pads and screening for solid waste containers on City rights-of-way and City-owned property.

6.3. Council Bill 2024-122 (Hardinger)

A special ordinance authorizing the City Manager, or designee, to enter into a contract to purchase the property generally described as 1660 and 1661 North Boonville Avenue and to execute all necessary documents in support thereof; and authorizing the City Manager, or designee, to enter into a contract to purchase current furnishings within said property.

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2024-123 (McClure)

A resolution accepting the Citizens' Commission on Community Investment Report to City Council.

7.2. Council Bill 2024-124 (Lee)

A resolution authorizing the City Manager, or designee, to apply for up to \$3,000,000 in grant funds from the United States Department of Labor Critical Sector Job Quality Grant Program to support and expand the hospitality workforce.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS. Citizens May Speak. May Be Voted On.

10.1. Council Bill 2024-125 (Horton, Jenson)

A special ordinance authorizing the City Manager, or designee, to enter into a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for the purpose of funding maintenance and rehabilitation of the Grant Avenue Viaduct; amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of \$2,022,339 to appropriate federal Surface Transportation Block Grant Program funds; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

10.2. Council Bill 2024-126 (Horton, Jenson)

A special ordinance authorizing the City Manager, or designee, to enter into a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for the purpose of funding maintenance and rehabilitation of the Martin Luther King Jr. Bridge on Benton Avenue; amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of \$935,284 to appropriate federal Surface Transportation Block Grant Program funds; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

10.3. Council Bill 2024-127 (Hardinger)

A resolution authorizing the City Manager, or designee, to accept \$1,000,000 in grant funds from the United States Environmental Protection Agency for the Revolving Loan Fund Grant Supplemental Funding program to provide additional loans and subgrants for environmental cleanups in Springfield through the City's Brownfields Revolving Loan Fund.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2024-128 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.70 acres of property generally located at 1400 West Walnut Street from R-SF, Single-Family Residential District to O-1, Office District; and adopting an updated Official Zoning Map. (By: First General Baptist Church of Springfield; 1400 W. Walnut St.; Z-14-2024).

12.2. Council Bill 2024-129 (Simpson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately .70 acres of property generally located at 1102, 1106, 1114, and 1120 East Cherokee Street from R-SF, Single-Family Residential District to R-MD, Medium-Density Multifamily Residential District with Conditional Overlay District No. 247; and adopting an updated Official Zoning Map. (By: One Hundred Two Glenstone Inc.; 1102, 1106, 1114, & 1120 East Cherokee Street; Z-2-2024 w/ Conditional Overlay District No. 247).

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On. Except Item 13.1. May Be Voted On.

13.1. Council Bill 2024-130 (Simpson)

A special ordinance approving the plans and specifications for Galloway Street Widening from Luster Avenue to Lone Pine Avenue; accepting the bid of Hartman and Company, Inc., in the amount of \$6,513,765 for said project; authorizing the City Manager, or designee, to enter into a contract with such bidder; and declaring this Ordinance qualifies for approval in one reading pursuant to Charter Section 2.16(25).

13.2. Council Bill 2024-131 (Hosmer)

A special ordinance authorizing the City of Springfield to dispose of approximately 4.93 acres of property generally located at the 200 block of East Farm Road 192.

13.3. Council Bill 2024-132 (Jenson)

A special ordinance 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 Campbell Acres Phase II, generally located at 3505 and 3525 South Campbell Avenue and 3446 South Main Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat;

authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance; and approving the Planning and Zoning Commission's grant of two subdivision variances.

13.4. Council Bill 2024-133 (Hardinger)

A special ordinance amending the Fiscal Year 2024-2025 budget for the Department of Environmental Services in the amount of \$3,500,000 to appropriate retained earnings from the Clean Water Fund for the design phase of the Environmental Services Operations Facility capital improvement project.

13.5. Council Bill 2024-134 (Hosmer)

A special ordinance amending the Fiscal Year 2023-2024 operating budget of the City of Springfield in the General Fund by increasing both revenue and expenses in the amount of \$189,564, for the purpose of adjusting for certain reimbursements and associated offsetting expenses, adjusting the salary budget for retirement payouts, and adjusting interdepartmental budgets.

13.6. Council Bill 2024-135 (Carroll)

A special ordinance amending the Fiscal Year 2023-2024 operating budget of the City of Springfield by increasing both revenue and expenses in the amount of \$436,659, in various Special Revenue Funds, for the purpose of accounting for certain reimbursements and associated offsetting expense items.

13.7. Council Bill 2024-136 (Carroll)

A special ordinance amending the Park Board's Fiscal Year 2023-2024 operating budget by increasing revenues by \$700,000 and appropriating Parks Fund Balance of \$633,892, for a total of \$1,333,892, to offset unanticipated expenditures of \$1,333,892, and increasing both revenues and associated expenses within the Golf Enterprise Fund by \$500,000, for an overall budget adjustment of \$1,833,892.

13.8. Council Bill 2024-137 (Hosmer)

A special ordinance amending the Fiscal Year 2024-2025 budget in the amount of \$750,000 to appropriate the fund balance from the Art Museum Special Project Fund to support the design and construction of the Springfield Art Museum Renovation and Expansion Project at the Springfield Art Museum.

13.9. Council Bill 2024-138 (Simpson, Carroll, McGull, Hardinger)

A general ordinance amending Special Ordinances 27640, 27641, 27642, 27643, and 27730 to revise funding appropriated for retention payments and a city-wide housing study; amending the budget for Fiscal Year 2024-2025 to appropriate funds from the City's Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, for certain projects in the amount of \$611,819.00; and authorizing the City Manager, or designee, to enter into agreements for said projects.

13.10. Council Bill 2024-139 (Carroll)

A special ordinance authorizing the City Manager, or designee, to accept American Rescue Plan Act funds in the amount of \$100,000 from Greene County for use by the

Springfield-Greene County Health Department in implementing and operating the Family Connects Program; and amending the Fiscal Year 2024-2025 budget in the amount of \$100,000 to appropriate the funds.

13.11. Council Bill 2024-140 (Lee)

A special ordinance amending the Fiscal Year 2024-2025 budget regarding the Human Resources Department in order to adjust the authorized full time equivalent positions of Human Resources Assistant from 1.5 positions to 2 positions.

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

15. NEW BUSINESS.

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

15.2. The City Manager recommends the following appointments to the Building Trades Examination & Certification Board: Allen Brashears and Edward Baxter with terms to expire December 1, 2025.

15.3. The City Manager recommends the following appointments to the Building Trades Examination & Certification Board: Jeff Crouch, Bryant Garrison, and John Boddie with terms to expire December 1, 2026.

15.4. The City Manager recommends the following reappointment to the Building Trades Examination & Certification Board: Yankton Sothorn with term to expire December 1, 2027.

15.5. The City Manager recommends the following reappointments to the Building Trades Examination & Certification Board: Lonney Smith and Chris Straw with terms to expire December 1, 2025.

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

18. CONSENT AGENDA – FIRST READING BILLS.

19. CONSENT AGENDA – ONE READING BILLS.

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

- 20.1. Confirm the following reappointments to the Springfield - Greene County Park Board: Susan Turner and Mark McNay with terms to expire June 1, 2027.
- 20.2. Confirm the following appointment to the Springfield - Greene County Park Board: Dale Moore with term to expire June 1, 2027.
- 20.3. Confirm the following appointment to the Board of Equalization: Trish Hubbell with term to expire April 1, 2025.
- 20.4. Confirm the following reappointments to the Citizens' Advisory Committee for Community Development: Zipporah Burns and Beth (Mary) Nichols with terms to expire May 1, 2027.
- 20.5. Confirm the following reappointments to the Citizens' Tax Oversight Committee: Charles Cowherd, Duane Keys, and Ray Lampert with terms to expire May 1, 2027.
- 20.6. Confirm the following appointment to the Landmarks Board: Nichole Falconer with term to expire November 1, 2024.
- 20.7. Confirm the following reappointment to the Personnel Board: Russell Rowe with term to expire March 1, 2027.
- 20.8. Confirm the following reappointments to the Police Officers' and Fire Fighters' Retirement System Board of Trustees: Justin Setser and Charles Munsey with terms to expire April 30, 2027.

21. END OF CONSENT AGENDA.

22. ADJOURN.

June 18, 2024
Springfield, Missouri

The City Council met in special session on June 18, 2024, in the Councilman Denny Whayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor McClure.

Roll Call

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

Closed Session

Councilmember Hosmer moved City Council will 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 leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor pursuant to Section 610.021(2), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Julie Greer

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

June 24, 2024

6:30 PM

**Regional Police-Fire
Training Center
2620 West Battlefield Road
Room 101, 102, and 103**

1. ROLL CALL.

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

2. APPROVAL OF MINUTES.

- 2.1. Approval of Minutes. June 10, 2024, City Council Meeting and June 11, 2024, Special City Council Meeting.

Mayor Pro Tem Simpson moved to approve the minutes of the June 10, 2024, City Council Meeting and the June 11, 2024, Special City Council Meeting. Councilmember Hardinger seconded the motion, and the minutes were approved as presented by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS.

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

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

4. CEREMONIAL MATTERS.

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

Jason Gage, City Manager, noted the Citizens' Committee on Community Investment (CCCI) was expected to finish their work and vote on a final plan of recommendations on Tuesday, June 25. The co-chairs are scheduled to formally present the report to City Council on Tuesday, July 2. City Council will review the CCCI recommendations and finalize placement of a sales tax initiative on the November election ballot.

Mr. Gage provided an update on Jenny Lind Hall. He noted a fire inspection was completed on June 5th without observable violations. The inspection included all common spaces and all six floors. He added individual apartments were considered private residences and would require individual consent for entry and inspection, so they were not inspected. Mr. Gage noted this practice was consistent with normal inspection practices. A required 50-year test of the fire suppression system was in the process of being completed. Mr. Gage added the Fire Department responded on June 20 to assist with moving a person and motorized wheelchair from the 5th floor, for relocation of the tenant to alternate housing.

Mr. Gage noted Building Development Services (BDS) provided a notice of violation to the building owner under City Code Section 26-62 (12), and the 2018 International Property Maintenance Code (IPMC) Section 306.1 Component Serviceability. The first citation was a general violation of other adopted building codes. The latter code specifically requires elevators to be maintained in good repair and functioning properly.

Mr. Gage further noted BDS inspectors walked through common areas of the building. They had not asked the owner to inspect vacant units but planned to reach out. BDS generally cannot inspect private residential units without the resident's permission. To date, one tenant housing complaint had been reported to BDS. The complaint was received on February 6 for issues that included a hole in the surround of the tub, a leaky faucet, and holes above windows in the living room. He added all cited issues were repaired and confirmed by an inspection on March 6 (per SR#193089). Neither BDS nor the Fire Department have authority to dictate the terms of a temporary location in this circumstance.

Mr. Gage noted citizens interested in a behind-the-scenes look at the Springfield Police Department's practices and policies could apply to the 2024 Citizens Police Academy beginning in August. The deadline for applications was 5:00 p.m., on July 15. He added the program curriculum covers a variety of topics including police policies, organizational structure, investigative processes, and policing tactics. Participants complete 30 hours of instruction over 10 weeks, meeting every Tuesday beginning August 6. He further noted the academy's goal was to give citizens a better understanding of how the police department functions and an inside look at the challenges officers face when working to serve the community.

Councilmember Hosmer asked what projects had been completed with City Utilities regarding energy efficiency. Mr. Gage responded he did not believe any had been completed and he would follow up. Councilmember Hosmer asked if there were any projects pending. Dan Smith, Public Works Director, responded they had met and discussed lighting. He added they would follow up.

Councilmember Jenson noted he had received feedback from tenants at Jenny Lind Hall. He expressed his belief the non-working elevator seemed like egress in times of emergency. Councilmember Jenson noted he was surprised Jenny Lind was not cited under the Dangerous Building Ordinance for a non-functioning elevator. Brock Rowe, Director of Building Development Services, responded building code cites staircases as egress points, and in the event of a tornado, there would not be time for an elevator to reach the bottom floor. Councilmember Jenson noted he toured Jenny Lind Hall and cited his observations. He asked why it took approximately four months to ask permission from Jenny Lind to inspect the units. Mr. Rowe responded there was no access to those units. He added two units were inspected today with no glaring violations. The units met the requirements. Mr. Rowe added no tenants had called to date to invite BDS to inspect their unit. Councilmember Jenson noted he had a list of tenants that would likely be willing to allow inspection. Councilmember Jenson noted Millennia had been cited for failing to maintain properties. Councilmember Jenson noted he had three requests for staff; if it would be possible for City Council to issue a letter to the Region 7 Fair Housing and Equal Opportunity office citing their concerns with Millennia, to review section 26-79 and section 20-80 to allow tenants to grant entry for inspection and explore if it would be possible to create a tenant relocation assistance program.

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On. Except Items 6.15 and 6.16. Citizens May Speak.

6.1. Council Bill 2024-101 (Hosmer)

A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in an amount to equal forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield.

Ordinance 28004. Council Bill 2024-101 (Hosmer) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.2 Council Bill 2024-102 (Carroll)

A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to promote the attraction of sporting events to the community.

Ordinance 28005. Council Bill 2024-102 (Carroll) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.2. Council Bill 2024-103 (Lee)

A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community.

Ordinance 28006. Council Bill 2024-103 (Lee) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.3. Council Bill 2024-104 (Lee)

A special ordinance authorizing the City Manager, or designee, to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

Ordinance 28007. Council Bill 2024-104 (Lee) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.4. Council Bill 2024-105 (Hardinger)

A special ordinance amending the budget for Fiscal Year 2023-2024 for the Department of Environmental Services in the amount of \$3,400,000 to appropriate retained earnings from the Clean Water Fund for the construction of the Glenwood Regional Detention & Chestnut Phase II capital improvement project.

Ordinance 28008. Council Bill 2024-105 (Hardinger) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.5. Council Bill 2024-106 (Horton, McGull)

A special ordinance approving the plans and specifications for Division Street and National Avenue Intersection Improvements; accepting the bid of Hartman & Company, Inc. for construction of the Division Street and National Avenue Intersection Improvements Project; and authorizing the City Manager, or designee, to enter into a contract with such bidder for the not to exceed price of \$2,629,522.50.

Councilmember Lee noted the engineer's estimate was 30 percent off from the actual cost. He added the costs were \$2.7 million above the estimate. Councilmember Lee added he had asked for feedback on the number of projects that had been rebid and the remedy for estimation. He noted he had not received this information.

Mayor McClure expressed his belief staff had given a good explanation of the overage.

Councilmember Hosmer agreed overages should be reviewed and expressed his belief the projects were unique, and prices are increasing across-the-board.

Councilmember Lee noted he would like to have information regarding projects that had been rebid. He disclosed he had worked with the contractor and expressed his belief projects should be reviewed closely for cost.

Mayor Pro Tem Simpson volunteered the Finance and Administration Committee to look closely into the issue if needed.

Councilmember Horton noted this project, and the Footbridge project were worthy Zone 1 projects and expressed her belief they were needed and necessary projects. Councilmember Horton noted citizens in north Springfield contribute tax dollars, and there was an expectation that infrastructure would be updated in that area.

Ordinance 28009. Council Bill 2024-106 (Horton, McGull) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, and Mayor McClure. Nays: Councilmember Lee. Absent: None. Abstain: None.

6.6. Council Bill 2024-107 (Horton)

A special ordinance approving the plans and specifications for Jefferson Avenue Footbridge Rehabilitation Improvements; accepting the bid of Branco Enterprises, Inc. for construction of the Jefferson Avenue Footbridge Rehabilitation Project; and authorizing the City Manager, or designee, to enter into a contract with such bidder for the not to exceed price of \$10,831,689.

Mayor McClure expressed his support for the proposed. He noted the project had been ongoing and bid several times. He added the project was bid several times, with an increase in cost. Mayor McClure acknowledged the importance of the proposed to the north side. He thanked the General Assembly and Governor for approving an appropriation of State Revenue in the amount of \$8 million.

Councilmember Hosmer asked how many times the project had been bid. Mr. Smith responded two times. He added the bids were previously lower. Councilmember Hosmer noted the project was unique as it crosses the railway. Mr. Smith noted the project involves risk and challenges. He added Branco was a reputable company.

Councilmember Lee expressed his support for the project.

Ordinance 28010. Council Bill 2024-107 (Horton) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.7. Council Bill 2024-115 (Hardinger)

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Sections 2-3, 2-331, 2-332, 2-360, 2-361, and 2-362, to combine the Department of Economic Vitality with the Department of Workforce Development and creating the Department of Economic Vitality and Workforce Development.

Ordinance 6855. Council Bill 2024-115 (Hardinger) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.8. Council Bill 2024-108 (Lee)

A special ordinance approving a collective bargaining agreement by and between the City of Springfield, Missouri, and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152, the Exclusive Representative of a certain bargaining unit within the Fire Department; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

Ordinance 28011. Council Bill 2024-108 (Lee) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.9. Council Bill 2024-109 (Hosmer)

A special ordinance approving the Second Amendment to the July 1, 2022, collective bargaining agreement between the City of Springfield, Missouri, and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the exclusive representative of a certain bargaining unit within the Crafts, Trades, and Labor employee group, representing changes resulting from wage reopener negotiations; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

Ordinance 28012. Council Bill 2024-109 (Hosmer) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.10. Council Bill 2024-110 (Hardinger)

A special ordinance approving a collective bargaining agreement by and between the City of Springfield, Missouri, and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a certain Bargaining Unit within the Professional, Administrative, and Technical Employee group; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

Ordinance 28013. Council Bill 2024-110 (Hardinger) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.11. Council Bill 2024-112 (Lee)

A general ordinance amending the Springfield City Code, Section 2-92. "Salary Ordinance," by amending various job titles within the City service to add or delete various job titles; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Professional, Administrative, and Technical (Non-Union and Unclassified), Crafts, Trades and Labor Non-Union, Fire Protection Schedule Non-Union (80 and 112 Hour), and Law Enforcement Schedule Non-Union; and by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to.

Ordinance 6856. Council Bill 2024-112 (Lee) was approved by the following vote: Ayes: Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.12. Council Bill 2024-113 (Carroll)

A general ordinance amending the Springfield City Code, Section 2-91. "Merit System Rules and Regulations," by amending Merit Rules 20.1, 21.1, 21.11, 24.2, and 25.1.

Councilmember McGull acknowledged staff for the change in the leave time transfer program.

Councilmember Horton asked about pay improvements from Fiscal Year 2021 through the present budget. Darla Morrison, Director of Human Resources, responded pay improvements are complex as there are four bargaining units and five salary schedules for non-union employees. She noted from Fiscal Year 2021 through Fiscal Year 2025, there are pay improvements that range from 2 percent to 6.1 percent across the board. Ms. Morrison presented the pay improvements by Fiscal Year. Fiscal Year 2021 had an across-the-board increase of 2 percent to five percent, with an aggregate increase of 7 percent to 10 percent. Fiscal Year 2022 had two allocations for an aggregate increase of between 9 percent and 11.5 percent. Fiscal Year 2023 had across the board increases of 2.5 percent to 4 percent, with an aggregate of 7.5 percent. Fiscal Year 2024 had increases of 2.5 percent to 6.15 percent, with an aggregate increase of 7 percent to 11.15 percent, and 2025 had increases between 2 percent and 2.25 percent, with an aggregate of 6.75 percent to 7.25 percent.

Councilmember Horton noted her question was related to the proportion of pay increases to the raise in the health insurance cap. Ms. Morrison noted approximately seventy-five percent of employees selected employee only health coverage.

Ordinance 6857. Council Bill 2024-113 (Carroll) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.13. Council Bill 2024-114 (Simpson)

A general ordinance amending the Springfield City Code, Chapter 2, "Administration," Article VI, "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," Section 2-484 "In Service Distributions After Retirement and Rehire" to authorize pension payments to certain retirees who are rehired by the City.

Mayor Pro Tem Simpson thanked Tony Kelley, Administrative Director of the Police and Fire Pension Board, and members of the Police and Fire Pension Board for their work.

Ordinance 6858. Council Bill 2024-114 (Simpson) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.14. Council Bill 2024-111 (Hardinger)

A special ordinance approving a collective bargaining agreement by and between the City of Springfield, Missouri, and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22, the exclusive representative of a certain bargaining unit within the Police Department; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City and providing additional authority.

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

Ordinance 28014. Council Bill 2024-111 (Hardinger) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.15. Council Bill 2024-119 (Hosmer)

A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' by providing pay adjustments for employees on the Law Enforcement Schedule Union Salary Schedule.

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

Ordinance 6859. Council Bill 2024-119 (Hosmer) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

7. RESOLUTIONS.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2024-120 (Jenson)

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 2.72 acres of private property generally located at 3801 West Sunshine Street, and referenced as Annexation A-2-2024, into the City of Springfield.

Alana Owen, Principal City Planner, provided a brief overview of the proposed. Ms. Owen noted the proposed would allow annexation of 2.72 acres of property. She added there was no right-of-way involved. Ms. Owen further noted the property was within the City's Urban Service Area and the Comprehensive Plan supported annexation. The property would be used for a proposed commercial development, and the City would receive property and future sales tax revenue upon annexation. She added the property would also fill an existing gap in the city limits.

An opportunity was given for citizens to express their views.

Mayor McClure noted the public hearing would be extended to the July 8, 2024, City Council meeting to meet State notice requirements.

With no appearances, the public hearing was extended to the July 8, 2024, City Council Meeting.

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2024-121 (Horton)

A special ordinance authorizing the City Manager, or designee, to enter into a License Agreement to Use City Property with the Commercial Street Community Improvement District, for the purpose of allowing the installation and placement of concrete pads and screening for solid waste containers on City rights-of-way and City-owned property.

Brett Foster, Traffic Engineer, provided a brief overview of the proposed. Mr. Foster noted the proposed was an agreement with the Commercial Street Community Improvement District (CID) to address waste and recycling needs. He added the agreement was for the placement of waste containers to serve the CID, and locations were carefully selected.

Councilmember Jenson thanked Mr. Foster for his work with the CID. He asked about the insurance requirement in the amount of \$3 million. Councilmember Jenson noted the City was authorized to require up to that amount and asked if there was any flexibility in the amount. Mr. Foster noted the proposed was approached similarly to a regular encroachment. He added the proposed was not presented as an encroachment because one of the containers would be placed on a lot owned by the City. Jordan Paul, City Attorney, noted the insurance amount called for could be an amount up to \$3 million. Mr. Gage responded the CID may have used this amount for other agreements.

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

13.2. Council Bill 2024-122 (Hardinger)

A special ordinance authorizing the City Manager, or designee, to enter into a contract to purchase the property generally described as 1660 and 1661 North Boonville Avenue and to execute all necessary documents in support thereof; and authorizing the City Manager, or designee, to enter into a contract to purchase current furnishings within said property.

Amanda Ohlensehlen, Director of Economic Vitality, provided a brief overview of the proposed. Ms. Ohlensehlen noted the proposed would allow for acquisition of property located at 1660 and 1661 North Boonville. She added there were two parcels of approximately 2.39 acres and a 50,224 square foot office building which was constructed in 1962. Ms. Ohlensehlen further noted Workforce Development currently leased a 40,495 square foot space and was under a 10-year lease. She added the proposed property would serve as a new location for the Workforce Development Department and partner agencies. Ms. Ohlensehlen noted the proposed would facilitate more efficient use of City resources and be centrally located. She added the proposed cost would be \$6.3 million, which included \$100,000 for purchase of furnishings. Ms. Ohlensehlen noted the rent would be fixed. She further noted the proposed conformed to the Comprehensive Plan and promoted the goal of supporting innovation, entrepreneurship, and workforce development. Ms. Ohlensehlen added the Workforce Development Department would lease the building back from the City, inclusive of a maintenance and improvement fund. She noted the items were allowable under existing grants.

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

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

14.1. Audra Garland wishes to address City Council. Did Not Appear.

14.2. Patrick Peltz wishes to address City Council. Did Not Appear.

15. NEW BUSINESS.

- 15.1. As per RSMo. 109.230 (4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.
- 15.2. The City Manager recommends the following reappointments to the Springfield - Greene County Park Board: Susan Turner and Mark McNay with terms to expire June 1, 2027. Recommended.
- 15.3. The City Manager recommends the following appointment to the Springfield - Greene County Park Board: Dale Moore with term to expire June 1, 2027. Recommended.
- 15.4. The Public Involvement Committee recommends the following appointment to the Board of Equalization: Trish Hubbell with term to expire April 1, 2025. Recommended.
- 15.5. The Public Involvement Committee recommends the following reappointments to the Citizens' Advisory Committee for Community Development: Zipporah Burns and Beth (Mary) Nichols with terms to expire May 1, 2027. Recommended.
- 15.6. The Public Involvement Committee recommends the following reappointments to the Citizens' Tax Oversight Committee: Charles Cowherd, Duane Keys, and Ray Lampert with terms to expire May 1, 2027. Recommended.
- 15.7. The Public Involvement Committee recommends the following appointment to the Landmarks Board: Nichole Falconer with term to expire November 1, 2024. Recommended.
- 15.8. The Public Involvement Committee recommends the following reappointment to the Personnel Board: Russell Rowe with term to expire March 1, 2027. Recommended.
- 15.9. The Public Involvement Committee recommends the following reappointments to the Police Officers' and Fire Fighters' Retirement System Board of Trustees: Justin Setser and Charles Munsey with terms to expire April 30, 2027. Recommended.

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

18. CONSENT AGENDA – FIRST READING BILLS.

19. CONSENT AGENDA – ONE READING BILLS.

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

20.1. Council Bill 2024-116 (Hosmer)

A special ordinance authorizing the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to define construction and maintenance responsibilities associated with Route Loop 44 and Business 65 improvements.

Ordinance 28015. Council Bill 2024-116 (Hosmer) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

20.2. Council Bill 2024-117 (Carroll)

A special ordinance authorizing the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to define construction and maintenance responsibilities associated with the Route EE, Loop 44, US 160, OR 65 and Route YY improvements to pedestrian facilities.

Ordinance 28016. Council Bill 2024-117 (Carroll) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

21. END OF CONSENT AGENDA.

22. ADJOURN.

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



EXPLANATION TO COUNCIL BILL 2024-120 (JENSON)

FILED: 06/28/2024

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 2.72 acres of private property generally located at 3801 West Sunshine Street, and referenced as Annexation A-2-2024, into the City of Springfield.

PURPOSE: To adopt an ordinance to annex approximately 2.72 acres of private property generally located at 3801 West Sunshine Street into the City of Springfield as Annexation A-2-2024 (Staff recommends approval).

BACKGROUND INFORMATION:

The owner(s) of the private property generally located at 3801 West Sunshine Street are requesting annexation into the City of Springfield. The owner(s) of the private property have signed a petition to request annexation of approximately 2.72 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 One strategic annexation area of Chapter 6, Growth Areas, and Annexation, of the Forward SGF Comprehensive Plan, staff supports this request.

Submitted By: Steve Childers, Director of Planning & Development

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

Attachments:

1. A-2-2024_ord
2. A-2-2024_exhA
3. A-2-2024_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 06-18-24

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-120

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 2.72 acres of
4 private property generally located at 3801 West Sunshine Street, and
5 referenced as Annexation A-2-2024, into the City of Springfield.
6
7

8 WHEREAS, a verified petition requesting annexation was filed by the owners of
9 all fee interest of record in all tracts of real property located within the area proposed to
10 be annexed, as described in "Exhibit A," said area being generally located at 3801 West
11 Sunshine Street; and
12

13 WHEREAS, proper notice was published at least seven (7) days prior to the
14 public hearing; and
15

16 WHEREAS, City Council does find and determine that: (1) said annexation is
17 reasonable and necessary to the proper development of the City; (2) the City is able to
18 furnish normal municipal services to the area annexed herein within a reasonable time
19 after annexation; and (3) the area annexed herein is contiguous and compact to the
20 existing corporate boundaries of the City.
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, after holding a public hearing, hereby determines that
26 annexation of the property described in "Exhibit A," which is attached hereto and
27 incorporated herein by this reference, is reasonable and necessary to the proper
28 development of the City, the City has the ability to furnish normal municipal services to
29 the area annexed within a reasonable time, and the area is contiguous and compact to
30 the existing boundaries of the City as shown in "Exhibit B," which is attached hereto and
31 incorporated herein by this reference.
32

33 Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property
34 described in "Exhibit A," is hereby annexed into the City of Springfield, Missouri.

35
36 Section 3 – Section 1-9 of the Springfield City Code, 'City Limits,' is hereby
37 amended by adding thereto the land described in "Exhibit A."
38

39 Section 4 – Section 46-1 of the Springfield City Code, 'Boundaries of wards,
40 precincts and council zones,' is hereby amended by placing the property described in
41 "Exhibit A" into the appropriate ward and precinct as determined by the County Clerk in
42 accordance with the provisions of State law.
43

44 Section 5 – The City Clerk is directed to: (1) file certified copies of this
45 Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this
46 Annexation Ordinance with the Assessor of Greene County; and (3) forward to the
47 Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and
48 any other information that the Director of Revenue may require. The City Clerk is further
49 authorized and empowered to perform any other administrative acts which are
50 consistent with the intent of this Ordinance.
51

52 Section 6 – This Ordinance shall be in full force and effect from and after
53 passage.
54

55 Passed at meeting: _____
56

57 _____
58 Mayor
59

60 Attest: _____, City Clerk
61

62 Filed as Ordinance: _____
63

64 Approved as to form: Laura Vales, Assistant City Attorney
65
66

67 Approved for Council action: Jason A. Hays, City Manager
68

LEGAL DESCRIPTION

EXHIBIT A

A PARCEL OF LAND AS LYING IN THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) AND THE NORTHEAST QUARTER (NE¼) OF THE NORTHWEST QUARTER (NW¼) OF SECTION THIRTY-TWO (32), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) WEST AND SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

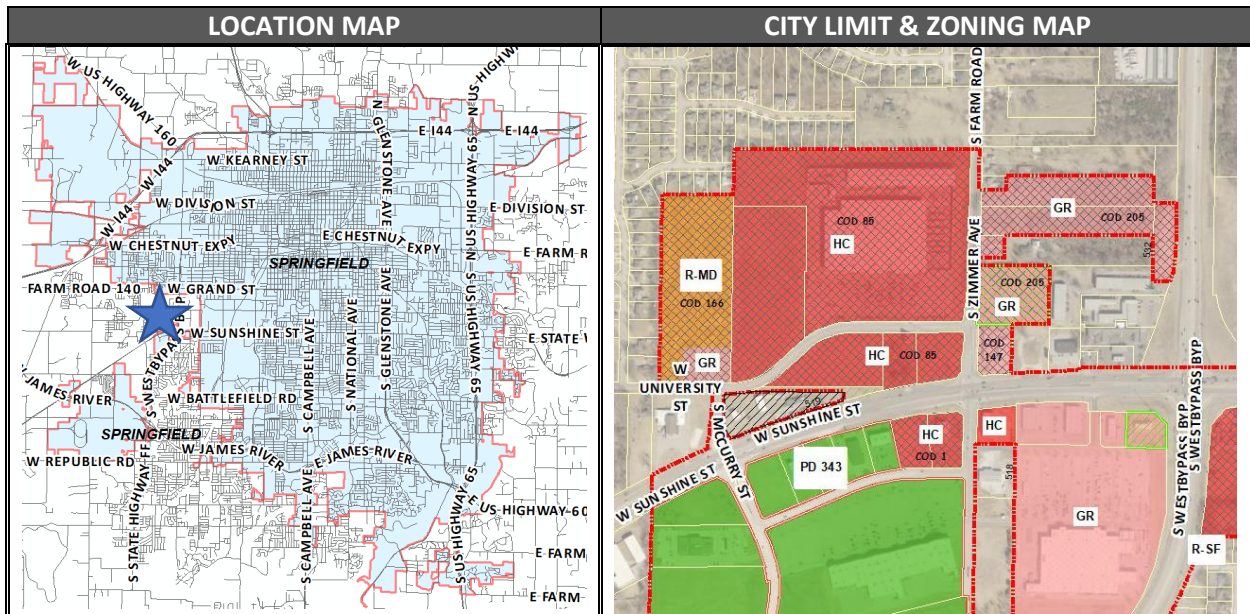
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION THIRTY-TWO (32), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) WEST; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION THIRTY-TWO (32), SOUTH 89°02'39" EAST, 157.82 FEET THE POINT OF BEGINNING, SAID POINT ALSO LYING ON THE EASTERLY RIGHT-OF-WAY OF UNIVERSITY STREET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY AND CONTINUING ALONG SAID NORTH LINE, SOUTH 89°02'39" EAST, 769.97 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 413 (SUNSHINE STREET); THENCE LEAVING SAID NORTH LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES, 307.34 FEET ALONG A 4535.24 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 77°53'59" WEST FOR A DISTANCE OF 307.29 FEET; THENCE 665.70 FEET ALONG A 5016.45 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 72°26'50" WEST FOR A DISTANCE OF 665.21 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY OF MCCURRY AVENUE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING COURSES, NORTH 31°31'49" WEST, 68.01 FEET; THENCE NORTH 00°44'51" EAST, 183.07 FEET; THENCE NORTH 45°44'51" EAST, 14.14 FEET TO A POINT LYING ON THE EASTERLY AFOREMENTIONED EASTERLY RIGHT-OF-WAY OF UNIVERSITY STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING COURSES, SOUTH 89°15'09" EAST, 30.39 FEET; THENCE 160.79 FEET ALONG A 430.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 80°08'21" EAST FOR A DISTANCE OF 159.85 FEET TO THE POINT OF BEGINNING; ALL LYING IN THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) AND THE NORTHEAST QUARTER (NE¼) OF THE NORTHWEST QUARTER (NW¼) OF SECTION THIRTY-TWO (32), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) WEST, IN GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 CENTRAL ZONE PER SURVEY BY ANDERSON ENGINEERING, DRAWING NO. WB 111-262 DATED 9-17-18.

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	A-2-2024
Location:	3801 West Sunshine Street
Total Acres:	2.72 acres
Applicant:	McCurry Plaza LLC
Existing Land Use:	Auto Sales
City Council:	June 24, 2024
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Alana Owen, AICP, Principal Planner
Staff recommendation:	Staff recommends approval

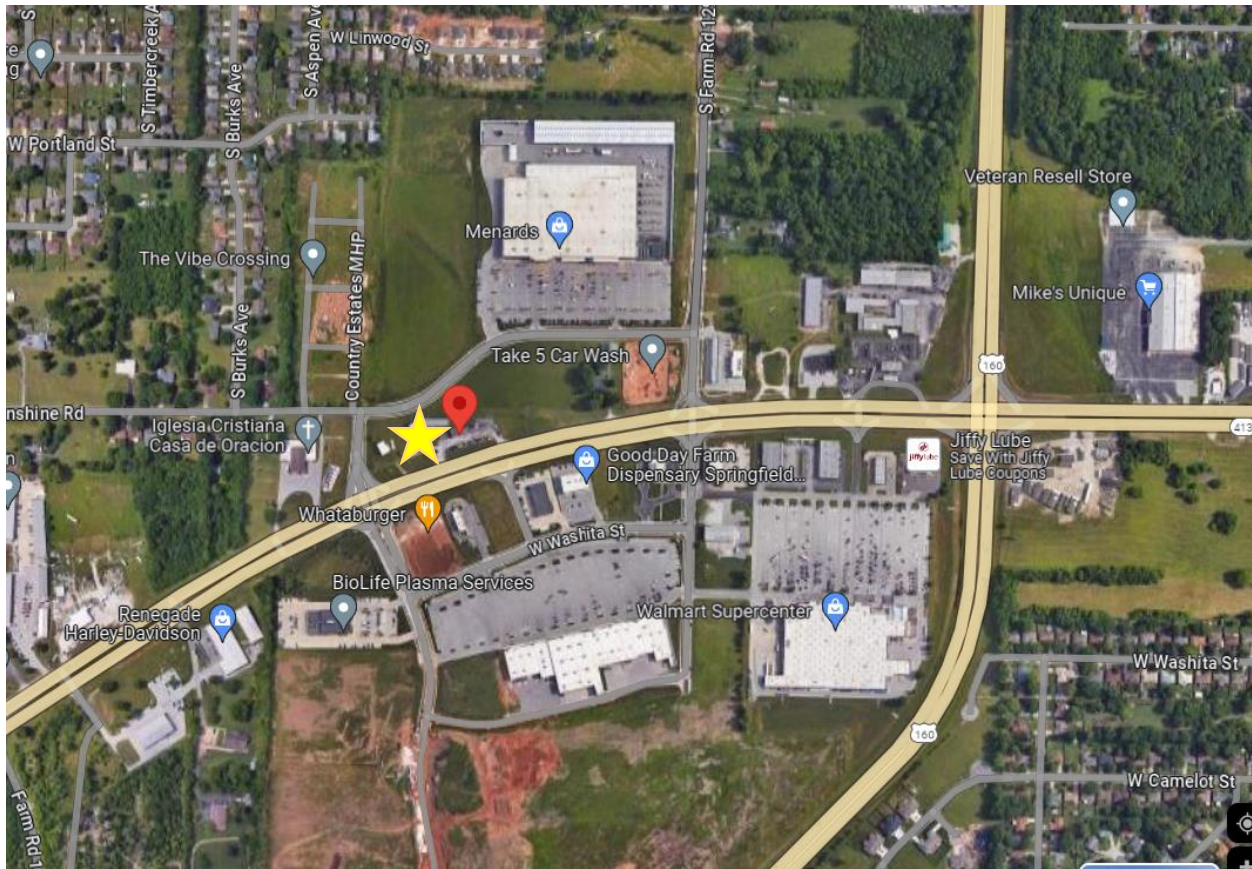
PROJECT SUMMARY:

Request to annex approximately 2.72 acres of private property generally located at 3801 West Sunshine Street into the City of Springfield.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



As viewed from Sunshine Street

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 C-2, General Commercial District. The annexation is being processed with the intent to rezone the property immediately following.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The subject property is in the Priority One 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 One areas represent short-term growth areas. These growth areas are primarily located on the western and southwestern sides of the city in the vicinity of the Springfield-Branson National Airport, Interstate 44, West Sunshine Corridor, and James River Freeway. The City should consider the strategic value of each property and develop annexation proposals to promote new development, in combination with short-term infrastructure planning over the course of the next two to five years to take advantage of existing momentum and growth south and west of the city.

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.
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

DEVELOPMENT REVIEW STAFF REPORT

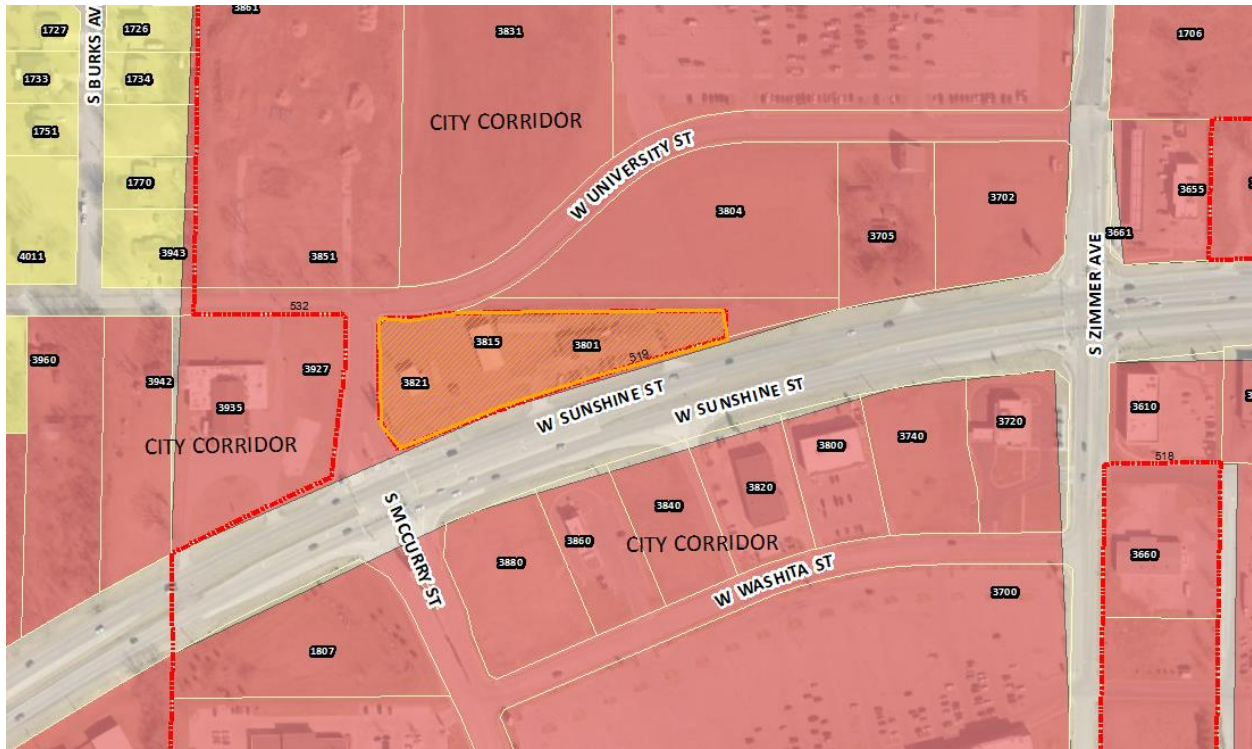
requirements, necessary and available infrastructure, call volume, and standards of cover.

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 identified within the City Corridor placetype during the formation of the *Forward SGF Comprehensive Plan* (see the Future Placetype Map on page 7). 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 that rely on proximity to retail, commercial services, and employment centers. City Corridors contribute significantly to Springfield's economy and local tax base with a regional customer draw. The city's most traveled corridors are prioritized for streetscaping, beautification, and multimodal improvements to enhance the character and connectivity of Springfield. As this placetype receives the highest number of visitors aside from the Downtown placetype, it is essential that the quality of development and visual appeal of the corridors are attractive and representative of the City's desired image.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES														
	Single-Family Detached	Single-Family Attached	Multifamily	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	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

SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	HC/COD 85	PD 343	HC/COD 85	County R-1 and C-2
LAND USE	Retail Uses	Retail uses	Retail Uses	Church
PLACETYPES	City Corridor	City Corridor	City Corridor	City Corridor

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No comments.
2. CITY UTILITIES:
No issues with the proposed annexation. The property has access to CU Electric, Gas and Water.
3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:
No objection to annexation although the tract is not served by public sewer. Serving it will require public improvement plans designed and constructed according to city standards.
4. EMERGENCY 911:
No comments.
5. GREENE COUNTY HIGHWAY DEPARTMENT:
The Greene County Highway Department has reviewed and supports the proposed annexation.
6. POLICE DEPARTMENT:
No issues with proposed annexation.
7. FIRE DEPARTMENT:

Service – The primary Fire Station responding to this area would be Station #8 located at 1405 S. Scenic, which is approximately 1.8 miles from the southeast corner of the property. Fire Station #6 located at 2620 W. Battlefield is the secondary station responding to this location, which is 3.3 miles from the southeast corner of the property.

DEVELOPMENT REVIEW STAFF REPORT

ISO area – The proposed annexation is currently outside the recommended ISO 1.5-mile (ISO diamond) response distance by approximately 0.5 miles for the 1st due unit. ***This will not have a significant impact on our ISO rating.***

Response times/Standards of Cover – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 4 minutes. The 2nd due company has an estimated total response time of 6 minutes. It is probable the standard of coverage benchmark could be met for single company responses and likely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. ***The department expects that it will be able to meet the initial unit baseline and benchmark, and probable that it will meet the baseline and benchmark for the effective response force. This will not impact our accreditation.***

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 8	4-5 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 13,9,8,6,5,1	7-11 minutes	10 minutes 20 seconds	13 minutes 18 seconds

Water Supply – Currently, there is adequate water supply to service the proposed area to be annexed. There are currently 2 fire hydrants located adjacent to the site specified. ***The Fire Department does not have any concerns with the water supply for this proposed annexation, fire code requirements must be met for any proposed development.***

Impact – The Fire Department is unable to estimate the call activity after development because the type of development is unknown but is expected to be low under its current zoning. ***The Fire Department does not have any concerns with the operational impact to the department or the City of Springfield.***

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

3.2 acre site drains primarily to the west. No existing detention or water quality Stormwater Control Measures are present. The property is in the **Wilsons Creek**

DEVELOPMENT REVIEW STAFF REPORT

drainage basin. The property **is not** located in a FEMA designated floodplain. Staff is **not** aware of flooding problems in the local or downstream area. The city **is not** aware of a sinkhole or other Karst feature at this location. The property **does not have a stream buffer on site**. A fee in lieu of on-site stormwater detention **will not be allowed, and detention is required**.

PW Stormwater supports annexation. Please note that development of the property will be subject to the following conditions at the time of development:

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

DETENTION AND DISCHARGE REQUIREMENTS

1. Any development or redevelopment that increases runoff through the increase of impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. Detention for flood control is required on site.

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.
3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by Planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

DEVELOPMENT REVIEW STAFF REPORT

ADDITIONAL STORMWATER REQUIREMENTS

- Stormwater Control Measures are the responsibility of the property owner or property owners' association to maintain, repair, and update unless the agreement is made with the City to operate. Operation and maintenance agreements are required for any permanent stormwater control measures.

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	W. Sunshine Street	Expressway	State	65	80	29,680	No	No	No
Street 2	S. McCurry Avenue	Collector	City	30	30	NA	No	Yes	Yes
Street 3	W. University Street	Local	City	30	30	NA	No	Yes	Yes

ACCESS - All new or modified driveway approaches shall comply with current MoDOT and City of Springfield standards for the street classification.

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

IMPROVEMENTS - No improvements are required for this annexation. A traffic study is required at the time of development.

STAFF ANALYSIS AND RECOMMENDATION:

- The applicant, McCurry Plaza LLC, has petitioned for the City of Springfield to annex approximately 2.72 acres of private property generally located at 3801 West Sunshine Street 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 develop the property for a commercial use.
- 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.

DEVELOPMENT REVIEW STAFF REPORT

3. The subject property is located within a Priority One strategic annexation area identified in the Forward SGF Comprehensive Plan which makes it appropriate for annexation at this time.
4. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as being located within the City Corridor placetype. The City Corridor placetype predominantly consists of commercial and service-related development, varying in scale, ranging from standalone businesses to large retail center. City Corridors contribute significantly to Springfield's economy and local tax base with a regional customer draw. The subject property is in an area prime for development/redevelopment with the new Target within close proximity to the east, Menards to the north and other retail establishments to the south.
5. There are adequate utility and sewer and water facilities existing or that can be provided to serve the uses that would be permitted if the property was annexed.
6. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
7. The area to be annexed is contiguous and compact to the City of Springfield and is bounded on three sides by the City of Springfield.
8. The City will receive property tax revenue upon annexation of the private property and sales tax revenue if developed commercially.

STAFF RECOMMENDATION:

1. Staff recommends approval of the annexation request based on its compatibility with the *Comprehensive Plan's* Annexation policies.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1 Annexation Schedule

ANNEXATION:

City Council first reading and public hearing..... June 24, 2024

City Council public hearing and vote..... July 8, 2024



EXPLANATION TO COUNCIL BILL 2024-121 (HORTON)

FILED: 06/28/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a License Agreement to Use City Property with the Commercial Street Community Improvement District, for the purpose of allowing the installation and placement of concrete pads and screening for solid waste containers on City rights-of-way and City-owned property.

PURPOSE: A special ordinance authorizing the City Manager, or designee, to enter into a Solid Waste Licensing Agreement with the Commercial Street Community Improvement District ("CID") to erect, install, and maintain refuse storage areas ("Exhibit A").

BACKGROUND INFORMATION: This Refuse Storage Area License Agreement permits the Commercial Street CID to install concrete pads and place trash receptacles at five locations on Frisco Lane. Additionally, the agreement allows the Commercial Street CID to utilize a section of the city-owned parking lot at 1725 N. Jefferson Avenue for placement of a trash receptacle and install appropriate screening. The City will bear no cost for this agreement and associated installations.

REMARKS: This agreement is an effort to permit the Commercial Street CID to manage areas for multiple businesses to place and use trash receptacles. Proof of insurance has been received by the Department of Public Works to protect the interests of the City of Springfield in connection with this project.

Supports the following City Council Priorities:

- Economic Vitality

RECOMMENDATION: Public Works recommends approval of this Council bill.

Submitted By: Martin Gugel, Assistant Director of Public Works

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

Attachments:

1. C-Street CID Refuse Storage_ord
2. C-Street Refuse Storage Agree_ExhA

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 06-18-24

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-121

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into a License Agreement to
2 Use City Property with the Commercial Street Community
3 Improvement District, for the purpose of allowing the installation and
4 placement of concrete pads and screening for solid waste containers
5 on City rights-of-way and City-owned property.
6 _____
7

8 WHEREAS, structures along Commercial Street are generally built on or close to
9 the property lines, leaving little or no room for solid waste containers; and
10

11 WHEREAS, Commercial Street Community Improvement District ("CID") has
12 requested permission to construct concrete pads and place solid waste containers at
13 five locations on Frisco Lane, and to utilize a portion of the City-owned parking lot at
14 1725 N. Jefferson Avenue to install appropriate screening for the solid waste containers;
15 and
16

17 WHEREAS, the City will bear no cost for this agreement and associated
18 installations.
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 designee, is hereby authorized to enter into a
24 License Agreement to Use City Property with the Commercial Street Community
25 Improvement District, said agreement to be substantially in the form and content as that
26 document attached hereto and incorporated herein by reference as "Exhibit A," for the
27 purpose of allowing the installation and placement of concrete pads, screening, and
28 solid waste containers on City-owned property and City rights-of-way in the locations
29 depicted in "Exhibit B."
30

31 Section 2 – This Ordinance shall be in full force and effect from and after
32 passage.
33

34 Passed at meeting: _____

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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXHIBIT A

ROUTING ORDER	(1) Licensee	(2) Public Works Traffic Engineering	(3) Finance Department
	(4) Public Works	(5) Law Department	(6) City Clerk's Office
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
() RENEWAL OF CONTRACT NO. (X) NEW CONTRACT			
GRANTOR		LICENSEE	
City of Springfield 840 Boonville, P.O. BOX 8368 Springfield, MO 65802 Phone: (417) 864-1950 Fax: (417) 864-1929 Attn: Dan Smith Dept: Public Works		Commercial Street Community Improvement District 1715 N. Boonville Springfield, MO 65803 Phone: (417) 763-2146 Fax: Attn: Irene Schaefer Email: schaefer.1112@gmail.com	

LICENSE AGREEMENT TO USE CITY PROPERTY

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by the Commercial Street Community Improvement District, a political subdivision of the State of Missouri, identified above, hereinafter "Licensee," and the City of Springfield, Missouri, a municipal corporation, Grantor, hereinafter "City."

1. The City, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Licensee, hereby grants permission to Licensee to erect, install, and maintain the refuse storage area(s), on City property at 305 W Commercial St, 209 W Commercial St, 211 E Commercial St., 299 E Commercial St., 445 E Commercial St., 1725 N Jefferson described as shown below and on **Exhibit A**. Licensee shall erect, install, and maintain in good repair said refuse storage area(s) in strict accordance with the terms and conditions of this Agreement, all applicable codes of the City, and State and Federal laws and regulations.

PROPERTY DESCRIPTION: SEE EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

The Licensee is the owner of the refuse storage area(s) and shall be bound by the duties and obligations assigned herein to the Licensee during Licensee's possession and after, until any and all refuse storage area(s) are removed and any and all claims are settled or adjudicated.

2. All refuse storage areas, and any facilities or improvements on or in said areas, shall be installed at Licensee's cost in accordance with a plan submitted by Licensee and approved by the Director of Public Works, or his designee, within **one hundred and eighty (180)** days of the effective date of this Agreement. The refuse storage area at 1725 N Jefferson shall be screened or enclosed in compliance with City Code Section 36-493. Any and all refuse storage areas shall be used only for the placement and use of solid waste containers, not including containers used to store or dispose of used cooking oil or grease, that comply with the provisions of Springfield City Code Section 94-72, and for no other purpose. No refuse storage area may be used for this purpose until the required screening and/or concrete pad has been constructed, except as approved by the Director of Public Works, or his designee. All work done hereunder by the Licensee or its contractor shall be subject to the inspection and approval of the Director of Public Works, or his designee. The Director of Public Works reserves the right to place certain restrictions on the time and manner of work in order that the performance of that work will have the least adverse impact on public safety.

3. No signs or markings shall be allowed on the refuse storage area(s) except as approved by the Director of Public Works. Licensee also agrees that City, its agents and employees, shall be immune from any damage to the structures, solid waste containers, or any other real or personal property at locations described in Exhibit A occasioned by the removal of such refuse storage area(s) under this paragraph in addition to the rights of the City, its agents and employees under paragraphs 5 and 7. Upon termination or expiration of this Agreement, Licensee shall, at its own cost, restore all refuse storage areas to the same or better condition as existed at the effective date of this Agreement.

4. Pursuant to City Code Section 98-325, Licensee shall at all times during the term of this agreement carry a premises-liability-insurance policy on the property in an amount not less than Three Million and 00/100 Dollars (\$3,000,000.00) combined, single-limits coverage with an insurance company qualified to transact business in Missouri and acceptable to the City. Such policy shall name the City as an additional insured. Licensee agrees to furnish the City with a certificate of insurance evidencing that Licensee will have at all times during the terms of this agreement the above-required insurance. All insurance policies shall provide at least thirty (30) days' written notice to be given to the City prior to modification or cancellation of such insurance. Such notice shall be mailed to the City Attorney, City of Springfield, P.O. Box 8368, Springfield, MO 65801. Licensee further agrees that the proceeds of such insurance policy shall first be used to pay any damages, costs, attorney's fees incurred by or assessed against City, its employees, officers and agents, and second any damages, costs, or attorney's fees incurred by or assessed against Owner, its employees, officers and agents, and before any award or costs of Licensee, its employees, officers or agents is/are paid. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general hereunder.

5. City shall have the absolute right at its discretion to terminate this license or refuse to allow the Licensee to continue to have the refuse storage area(s) over, under, or across City's property if City determines, after reasonable notice to Licensee and opportunity to cure, that City property is being damaged by the refuse storage area(s), or that the refuse storage area(s) materially interfere with the use of public or adjacent private property, or that the Licensee has failed to maintain the required insurance on file with City, or that the refuse storage area(s) constitutes a hazard to the traveling public or other persons, or that Licensee's use of the refuse storage area(s) violates any ordinance or provision of City Code."

6. City shall furnish Licensee with notice requiring removal as is reasonable under the circumstances. After receipt of notice, Licensee shall thereafter immediately remove the refuse storage area(s) and restore City property or right-of-way to the same or better condition as existed prior to the installation of the refuse storage area(s), including but not limited to repairing or replacing pavement damaged by the use of the refuse storage area(s). In the event Licensee fails to promptly remove the refuse storage area(s) and restore the City property or right-of-way within the time required by the notice, City may cause the same to be done at the cost of Licensee and a lien to be placed upon the abutting real property for the cost of removal, to which Licensee and Licensee's Landlord agree.

7. Licensee, as a further consideration for the aforesaid license, hereby agrees to defend, indemnify, and save harmless City from any and all claims, demands, causes of action, damages, judgments, costs, attorney's fees, and expenses that City may sustain, incur, or become liable for because of loss, destruction, or damage to property, and because of injury or death to any persons resulting from any act, failure to act, or negligence of Licensee, or its contractors or agents in the installation, erection, construction, repair, maintenance, or removal of the refuse storage area(s), or by any reason of any defects in the design or installation of the refuse storage area(s), the location of the refuse storage area(s) or its placement, collapse, failure, or combustion of the refuse storage area(s), in whole or in part. Licensee agrees to be responsible for all losses, destruction, or damage to any property of City, personal or real, growing out of the erection, installation, construction, maintenance, repair, or removal of said refuse storage area(s), or the failure of Licensee to comply fully with the obligations of Licensee hereunder. Licensee further agrees to reimburse City for any fines, costs, damages, or attorney's fees resulting from the presence of the refuse storage area(s) on City property.

8. In no event shall City be liable to Licensee or any third person for damage or injury to Licensee's facilities and/or property placed in or on the refuse storage areas installed pursuant to this license if City is required to remove

the refuse storage area(s). The obligation of Licensee to indemnify City shall survive the termination of the license as to occurrences taking place prior to removal of the refuse storage area(s).

9. The obligations of this license shall be binding upon Licensee's respective grantees, heirs, personal representatives, successors and assigns, as long as the refuse storage area(s) shall remain upon City property or right-of-way.

10. Signing this agreement does not grant a right or interest in this license. This License Agreement and all rights and obligations hereunder may not be assigned without the written consent of the City.

11. This Agreement shall run and be in full force and effect for one year following the execution of this Agreement. Thereafter, this Agreement shall automatically renew on an annual basis under the same conditions and terms, subject to adequate appropriation, unless either party provides written notice of termination to the other party at least ninety (90) days before the end of the then current term, unless the Agreement is otherwise terminated as provided herein. Notwithstanding the above, this Agreement shall renew only if Licensee has constructed screening at 1725 N Jefferson in accordance with City Code Section 36-480 or 36-493 as applicable.

12. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to City and Licensee at the addresses shown above or by facsimile transmission to the numbers shown. The date of delivery of any notice by mail shall be the date falling on the second full day after the day of its mailing.

13. This agreement shall contain 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 all parties.

14. 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 have set their hands and seals on the day and year herein stated.

[Remainder of page intentionally blank.]

Approved by:

Traffic Engineer

CITY OF SPRINGFIELD, MISSOURI

By: _____
Director of Public Works or Acting Director

Approved as to Form:

City Attorney or Assistant City Attorney

ACKNOWLEDGMENT OF CITY

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that he is Director/Acting Director of Public Works of the City of Springfield, Missouri, a municipal corporation of the State of Missouri, and that the seal affixed to foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said _____ acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

Notary Public

My Commission expires:

CID Solid Waste Licensee:

By: _____

Name & Title: _____

ACKNOWLEDGMENT of Political Subdivision

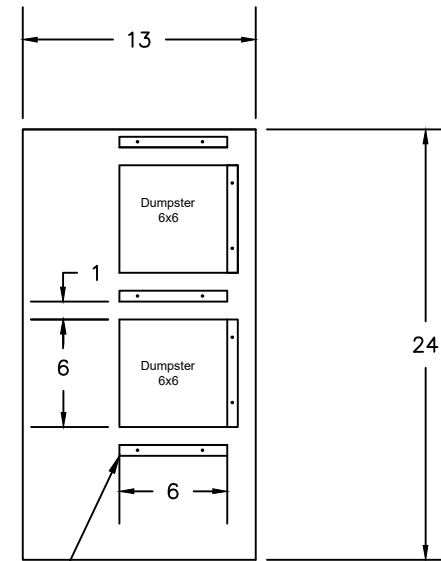
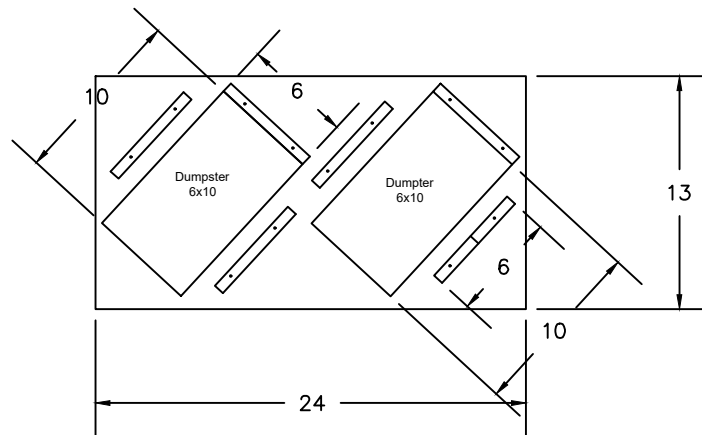
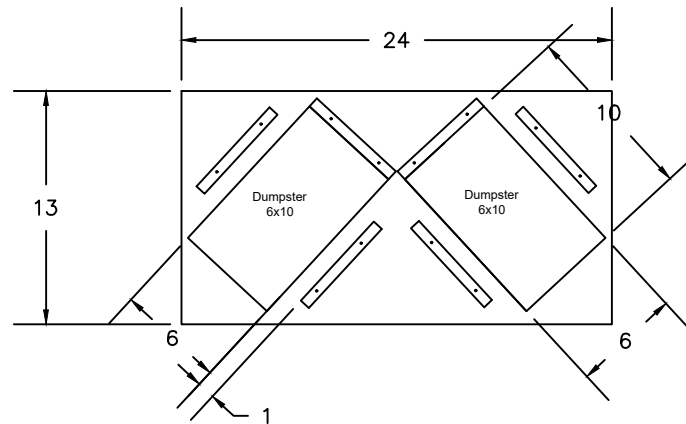
STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this ____ day of _____, 20__ before me personally appeared _____ to me known, who by me being duly sworn, did state that he/she is _____ of _____, a political subdivision of the State of Missouri, that he/she is authorized to sign the foregoing instrument under the operating agreement of said company and he/she acknowledged executing said instrument as the free act and deed of said company.

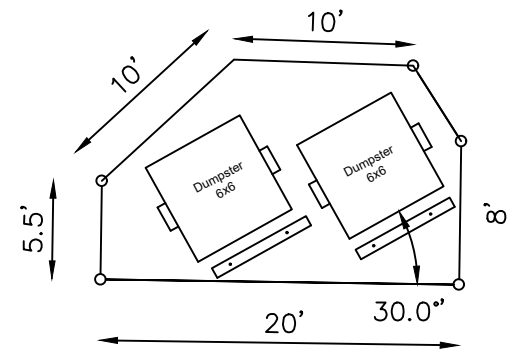
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

Notary Public

My Commission expires:



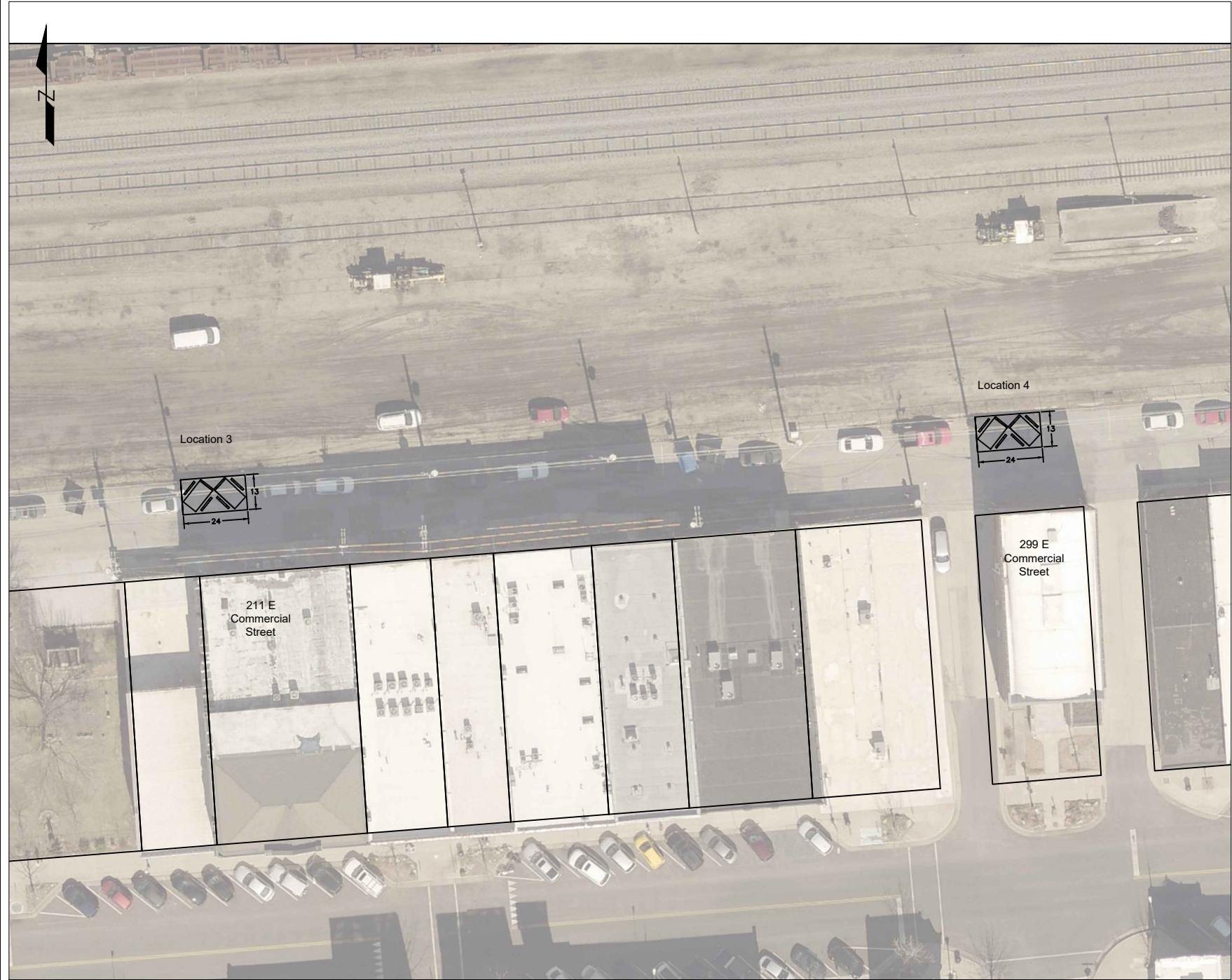
Parking Stop

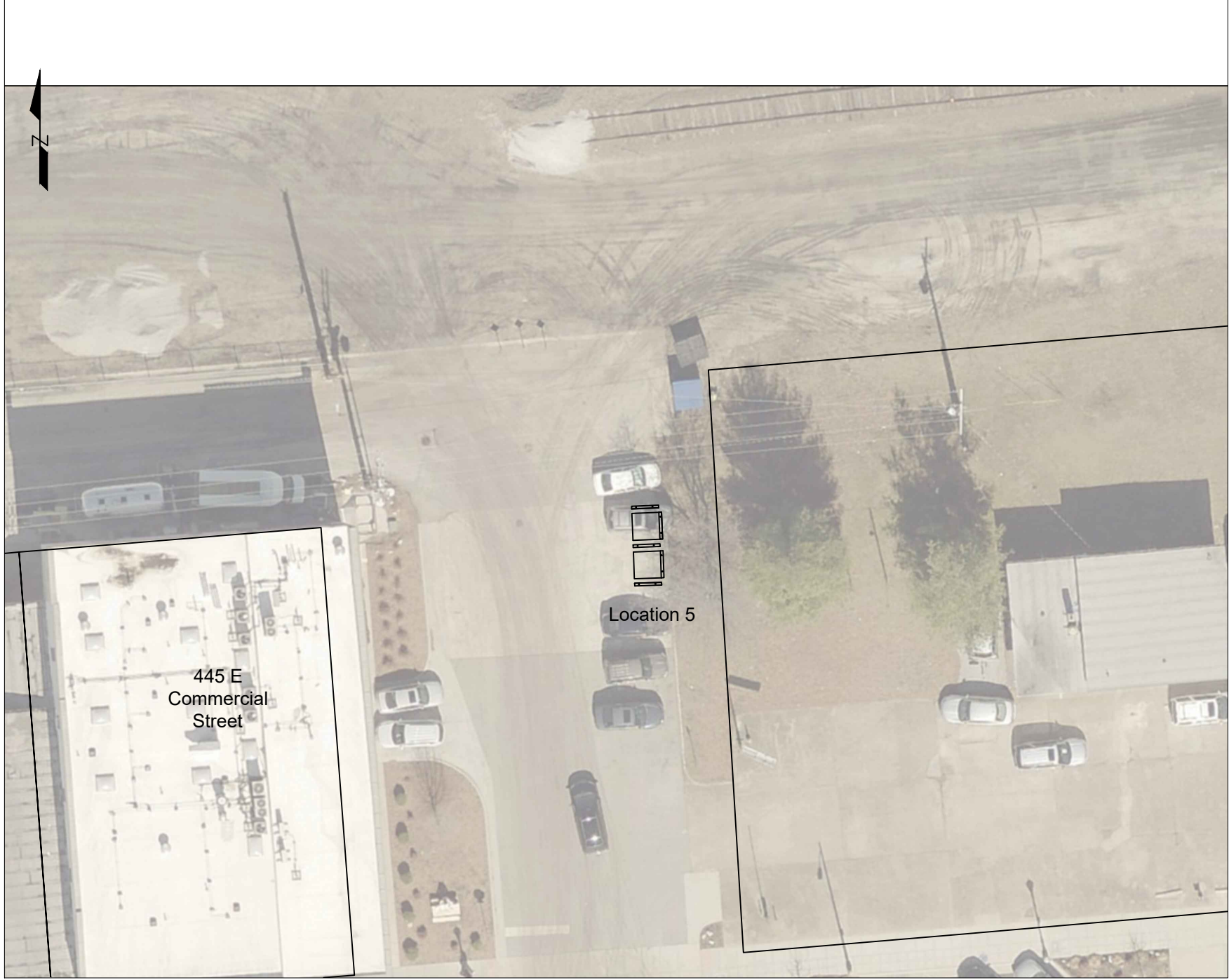




Location 1 and 2
City of Springfield
Frisco LN Refuse Storage Area

DRW BY: GP
DRW DATE: 01/11/2024
SCALE:





Location 5
City of Springfield
Frisco LN Refuse Storage Area

DRW BY: GP
DRW DATE: 01/11/2024
SCALE:



Location 6
City of Springfield
Commercial St. Dumpster Screening

DRW BY: GP
DRW DATE: 01/11/2024
SCALE:



EXPLANATION TO COUNCIL BILL 2024-122 (HARDINGER)

FILED: 06/28/2024

ORIGINATING DEPARTMENT: Law

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a contract to purchase the property generally described as 1660 and 1661 North Boonville Avenue and to execute all necessary documents in support thereof; and authorizing the City Manager, or designee, to enter into a contract to purchase current furnishings within said property.

PURPOSE: To authorize the City Manager, or his designer, to enter into a contract to purchase the property generally located at 1661 and 1660 North Boonville Avenue, and to execute all necessary documents in support thereof; and to authorize the City Manager, or designer, to enter into a contract to purchase current furnishings within said property.

BACKGROUND INFORMATION: The City of Springfield proposes acquisition of the existing land and improvements generally located at 1661 and 1660 North Boonville Avenue. The property is located along the Boonville Corridor, immediately south of Commercial Street and adjacent to other institutional uses.

The immediate purpose for the proposed acquisition is to house the Workforce Development Department and partner agencies, and to accommodate other municipal functions. The location is in close proximity to City Government Plaza. The proposed location is located within the Institutional and Employment Center placetype and supports City Council Priorities, especially those listed in Fiscal Sustainability and Accountability, Quality of Place, and Economic Vitality. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service businesses, as well as a mix of community-orientated amenities. Areas within this placetype act as centers of culture, education, and business development, while providing numerous employment opportunities for residents of Springfield and others from the region.

Located within Zone 1, the property will help eliminate barriers to employment within our community, providing better access to skill attainment. The City's Comprehensive Plan, Forward SGF, outlines a goal within Chapter 8, Economic Development, to support innovation, entrepreneurship, and workforce development. Among several actions, it recommends the City continue to implement and support programs to build a skilled workforce through its Workforce Development Department and partner agencies at the Missouri Job Center. The proposed acquisition will facilitate relocating the Department from a leased space on the southeast side of the City to a City-owned

facility that will be more centrally located and in closer proximity to public transit and other public services, thus enabling more efficient use of resources and improved delivery of services.

The property's recently appraised value is \$3,950,000, and the owner of the property is willing to sell the building at the agreed-upon purchase price of \$3,693,975. Additional costs for improvements to the property total \$2,600,000, which includes, but is not limited to, roof repairs, HVAC replacement, building envelope repairs, windows and exterior door replacements, elevator improvements, networking, ADA improvements, pavement and sidewalks, security, signage, furniture, and environmental abatement. The proposed \$6.3 million Workforce Development Building Project is being funded by \$4.4 million of General Fund carryover and \$1.9 million of bond proceeds. If approved, the property and its contents will be held as an asset of the City of Springfield.

The Workforce Development Department will lease the building from the City for its operations in a proportionate share of costs, along with any other partner entities or agencies housed within the facility through an agreed-upon legal mechanism.

The Workforce Development Department supports the local economy, including the City of Springfield and the surrounding areas, through strategic, innovative, and intentional workforce development projects and initiatives. These initiatives encompass a range of programs from skills training and job placement services to career counseling and support for underrepresented populations. The Department plays a pivotal role in creating strategic partnerships with businesses, educational institutions, and community organizations to implement comprehensive workforce development programs.

REMARKS: The Law Department recommends passage of the Council Bill.

Submitted By: Laura Vales, Assistant City Attorney

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

Attachments:

1. Supplemental Explanation Sheet
2. WFD Building Acquisition CB Final
3. Exhibit A - Purchase Agreement for Sale of Real Estate
4. WFD Building Furniture BOS



SUPPLEMENTAL EXPLANATION TO COUNCIL BILL 2024-122 (HARDINGER)

FILED: 06/20/2024

ORIGINATING DEPARTMENT: Law

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a contract to purchase the property generally described as 1660 and 1661 North Boonville Avenue and to execute all necessary documents in support thereof; and authorizing the City Manager, or designee, to enter into a contract to purchase current furnishings within said property.

PURPOSE: Report on Special Planning and Zoning Commission meeting related to Council Bill 2024-122.

REMARKS: The proposed acquisition of real property located at 1660 and 1661 North Boonville Avenue was brought before the Planning and Zoning Commission at a special meeting on June 20, 2024, for approval as consistent with the City of Springfield's comprehensive plan, "Forward SGF." At that time, the Planning and Zoning Commission did find the proposed acquisition of real property to be consistent with Forward SGF, with a vote of 8-0.

Therefore, the requirements of Section 11.7(3)(f) of the Springfield City Charter have been satisfied.

Submitted By: Laura Vales, Assistant City Attorney

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

Attachments:

1. WFD Building Acquisition CB Final
2. Exhibit A - Purchase Agreement for Sale of Real Estate
3. Exhibit B - Bill of Sale for Furnishings

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed 06-18-24

Sponsored by Horton

First Reading _____

Second Reading _____

COUNCIL BILL 2024-122

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City of Springfield, Missouri, to enter into Agreements with Burning
2 Tree Consulting, LLC, for the purpose of purchasing the real estate
3 and certain personal property located at 1660 and 1661 North
4 Boonville Avenue for the not to exceed price of Three Million Seven
5 Hundred Ninety-Three Thousand Nine Hundred Seventy-Five and
6 No/100 Dollars (\$3,793,975.00); and authorizing the City Manager, or
7 designee to execute the same by and on behalf of the City of
8 Springfield and providing additional authority.
9 _____

10
11 WHEREAS, the City has targeted the building and parking lot located at 1660
12 and 1661 North Boonville Avenue, respectively, for the relocation of the Workforce
13 Development Department; and
14

15 WHEREAS, the property is located within the Boonville Corridor and near City
16 Government Plaza; and
17

18 WHEREAS, the property's recently appraised value is \$3,950,000.00, and the
19 owner of the property is willing to sell the building at a purchase price of \$3,693,975.00;
20 and
21

22 WHEREAS, the City has also agreed to purchase a number of current
23 furnishings within the property, at a purchase price of \$100,000.00; and
24

25 WHEREAS, the Planning and Zoning Commission recommended approval of this
26 acquisition at its June 20, 2024, special meeting; and
27

28 WHEREAS, funding for this project was previously approved on June 10, 2024,
29 in Ordinance 28000.
30

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

34 Section 1 – The Agreement by and between the City of Springfield, Missouri, and
35 Burning Tree Consulting, LLC, for the purpose of purchasing the real estate located at
36 1660 and 1661 North Boonville Avenue for the not to exceed price of Three Million Six
37 Hundred Ninety-Three Thousand Nine Hundred Seventy-Five and No/100 Dollars
38 (\$3,693,975.00), a true and accurate copy of said Agreement being attached hereto and
39 incorporated as “Exhibit A,” be and the same are hereby approved.

40
41 Section 2 – The Agreement by and between the City of Springfield, Missouri, and
42 Burning Tree Consulting, LLC, for the purpose of purchasing certain personal property
43 located at 1660 and 1661 North Boonville Avenue for the not to exceed price of One
44 Hundred Thousand and No/100 Dollars (\$100,000.00), a true and accurate copy of said
45 Agreements being attached hereto and incorporated as “Exhibit B,” be and the same is
46 hereby approved.

47
48 Section 3 – The City Manager, or designee, of the City of Springfield, Missouri, is
49 hereby authorized and directed to execute said Agreements by and on behalf of the City
50 of Springfield.

51
52 Section 4 – The City Manager, or designee, is hereby authorized to take such
53 action and execute such other documents as may be necessary or desirable to carry
54 out and comply with the intent of this Ordinance, provided that any such documents are
55 approved as to form by the City Attorney.

56
57 Section 5 – This Ordinance shall be in full force and effect from and after its
58 passage.

59
60 Passed at meeting: _____

61
62 _____
63 Mayor

64
65 Attest: _____, City Clerk

66
67 Filed as Ordinance: _____

68
69 Approved as to form: Laura Vales, Assistant City Attorney

70
71
72 Approved for Council action: Jason A. Hays, City Manager
73

CONTRACT FOR SALE OF REAL ESTATE

This contract ("Agreement") is made by and between Burning Tree Consulting, LLC, a Missouri limited liability company, ("Seller"); and the City of Springfield, Missouri, a municipal corporation, ("Buyer"), effective as of the date of the last party to sign the Agreement, hereinafter referred to as "Effective Date."

1. PURCHASE AND PRICE. The price for the sale of the property is the amount of Three Million Six Hundred Ninety-Three Thousand Nine Hundred Seventy-Five and No/100 Dollars (\$3,693,975.00) as set forth in this Agreement.

2. PROPERTY. Buyer has offered to buy and the Seller is willing to sell, on the terms and conditions set forth herein, the real estate, improvements, fixtures, and parking generally located at 1660 N. Campbell Ave./1661 N. Boonville Ave., in Springfield, Greene County, Missouri, more particularly identified on Exhibit A (hereinafter collectively described as the "Property") by general warranty deed, free and clear from any liens and encumbrances, subject to recorded setback lines and easements, and subject to the terms and conditions set forth herein.

3. CONTINGENCIES. This Agreement and obligation to purchase the Property is subject to the following contingencies, and Buyer may elect to declare this Agreement null and void prior to the closing without any obligation or liability to Seller in the event that:

- a. the Planning and Zoning Commission of the City of Springfield, Missouri, does not approve the Buyer's purchase of the Property pursuant to requirements of Section 11.7 of the City of Springfield City Charter;
- b. a commercial appraisal of the Property ordered by the Buyer does not establish a fair market value of at least \$3,693,975.00;
- c. a survey or inspection of the Property by Buyer discloses property conditions, encroachments, violations of subdivision rules or covenants, or other restrictions, boundary line disputes, or rights or claims of third parties in possession, on any portion of the premises, which are unacceptable to Buyer;
- d. the title insurance commitment referred to in paragraph 8 of this Agreement shall fail to show merchantable title in Seller, or shall contain exceptions unacceptable to Buyer;
- e. the purchase of the Property is not approved by the Springfield City Council, in their sole discretion, if determined by the Springfield City Attorney that additional legislative authorization is required for acquisition of the Property;
- f. any additional environmental assessments are conducted on the Property and such assessments are not acceptable to Buyer; or

- g. any other change in circumstance resulting in the purchase no longer being in the Buyer's best interest.

4. DEFINITION OF HAZARDOUS SUBSTANCE. As used herein, "Hazardous Substance" shall mean any substance: (1) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; (2) which is hereafter defined as a "hazardous waste," "hazardous substance," "hazardous material," "pollutant," or "contaminant" (whether harmful or not) under any federal, state, or local statute, regulation, rule or ordinance, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sections 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq.); (3) which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department or instrumentality of the United States, the State of Missouri, or any political subdivision thereof; and (4) without limitation, which consists of or contains petroleum, natural gas, and/or their components and distillates. For the purposes of this definition, asbestos is not included as it is treated separately hereunder.

5. SELLER'S REPRESENTATIONS. Seller represents to Buyer, as follows:

- a. Seller has not placed any underground tanks, hazardous substances, or dumpsites on the Property during their ownership of the Property. Seller shall make available to Buyer all environmental assessments and reports concerning the Property in their possession.
- b. If the Property is subject to any real estate listing agreement or other agreement providing for a real estate commission, the Seller is solely responsible for the cost and payment of all such commissions in connection with this Agreement; Buyer shall not be responsible for any such costs.
- c. There have been no unpaid improvements or other work performed in connection with the Property by Seller that would give rise to the filing of any mechanics' liens against the Property.
- d. The Seller has full authority to enter into this Agreement, and the Property is not subject to any options, contracts of sale, leases or other rights in favor of third parties.
- e. There are no legal proceedings pending which involve the Property to the knowledge of Seller.
- f. These representations are continuing and will be true at closing unless Seller has given the Buyer notice of the contrary in writing prior to the closing; however, any such disclosure(s) shall not relieve Seller of any obligations herein.

6. ADDITIONAL TERMS AND CONDITIONS.

- a. Seller and Buyer acknowledge and agree that Buyer's acquisition of the Property is being made in a voluntary, arms' length manner and that the consideration paid by Buyer to Seller set forth in Paragraph 1 represents the fair market value for the Property, pending the results of an appraisal.
- b. Seller acknowledges that the Property is partially occupied by the Seller, and the Seller may be eligible for relocation benefits under Federal, State, or local law if certain conditions are met.
- c. The Phase I Environmental Assessment conducted on the Property will be at Buyer's expense. In the event that said Assessment reveals the need for a Phase II Assessment, the parties agree that they will enter into a supplemental agreement that allocates the costs of the Phase II Assessment between the parties.
- d. The Buyer will arrange for and pay for an appraisal of the Property to be completed before closing.
- e. The Buyer will arrange for and pay for a survey of the Property to be completed before closing.

7. CLOSING AND POSSESSION.

- a. The "Closing" is the recording of the Seller's general warranty deed and the payment of the purchase price by the Buyer, which shall occur on May 31, 2024, provided all contingencies have been resolved to Buyer's satisfaction, at a time mutually agreeable to both parties, at the location specified below, provided that all contingencies and conditions herein have been satisfied or waived in writing and there is a title insurance commitment showing merchantable title in the Seller, unless otherwise mutually agreed to by the Seller and Buyer. The Seller acknowledges that proceeds will not be disbursed until the deed has been recorded.
- b. Buyer shall take possession of the Property at the closing unless otherwise determined in writing and signed by both parties.
- c. Closing shall take place at Hogan Land Title, once Buyer has satisfied itself that all contingencies or conditions contained in this Agreement have been satisfied or waived by Buyer in writing.
- d. Buyer shall pay all closing costs, other than those identified in this Agreement to be paid by the Seller.

8. CLOSING PROCEDURES. Necessary title information will be ordered by the Buyer within ten (10) days of the Effective Date. The Buyer, at its cost, shall obtain a

commitment to insure title in the amount of the purchase price through a title insurance company acceptable to the Buyer, which is authorized to insure titles in the State of Missouri.

The commitment shall show merchantable title in the Seller in accordance with the Title Examination Standards of the Missouri Bar, subject only to any deed of trust, lien, or other encumbrances which can be satisfied from the proceeds of the sale; setback lines; standard utility easements of record as of the Effective Date; and the lien of current year's taxes. The Buyer may obtain a survey of the Property, the cost of which shall be paid by the Buyer.

The Buyer may, at Buyer's expense, have the title commitment examined; if applicable, the Buyer shall provide to the Seller in writing any valid objections to title and survey prior to the Closing Date, and the Seller, at its sole option, shall make reasonable efforts to correct the valid objections within thirty (30) days of receipt of request to cure, unless otherwise agreed to in writing, and, if not corrected, the Buyer may waive any objections and close, or elect to terminate the Agreement. At the Closing, the Seller shall deliver the general warranty deed, along with all other documents reasonably necessary to complete the close and which the title company requires in order to issue the title insurance policy, and the Buyer shall deliver its check sufficient to satisfy the Buyer's payment obligations and all other documents necessary to complete the Closing. All closing costs will be paid by the Buyer. The Sellers will warrant at Closing there are no unpaid bills for improvements within twelve (12) months prior to Closing and that the Seller has no knowledge of proposed improvements to be paid for by special assessment or fee.

9. TAXES AND UTILITIES. Seller shall be responsible for all taxes prior to 2024. Real estate taxes for 2024 shall be prorated for Seller prior to the date of Closing, and Seller's portion of the real estate taxes shall be deducted from the price at the time of Closing and paid by the title company to Greene County. If taxes are not known at the time of Closing, the parties shall estimate based upon taxes assessed in 2023 and prorate the taxes based upon the estimate. All utilities to the Property shall be read at the Closing Date and transferred to Buyer. Buyer shall not be responsible for any utility costs incurred prior to closing.

10. VERIFICATION OF CONDITION. The Buyer shall have the right to make a final inspection of the Property prior to Closing, as a contingency of the sale, to confirm that:

- a. the Seller has complied with Seller's obligations; and
- b. any contingency or defect of title has been resolved.

11. REMEDIES UPON DEFAULT.

- a. The Sellers or the Buyer shall be in default under this contract if either party fails to comply with any material provision within the time limits required by the contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this contract or extend the time for performance by providing the defaulting party a deadline for curing the default.

- b. In addition to all other remedies available to Seller or Buyer, the parties specifically acknowledge that the remedy of Specific Performance is a remedy that can be pursued by the Buyer in the Circuit Court of Greene County, Missouri.

12. PROVISIONS NOT MERGED WITH DEED. No provision of this contract is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the Buyer, or any successor in interest; any such deed shall not be deemed to affect or impair the warranties, obligations, and covenants of this contract, which shall survive the closing.

13. NOTICE. All notices required or permitted hereunder and required to be in writing may be given by facsimile or by first class mail addressed to the Buyer and the Seller by one of three different means: Facsimile Transmission ("FAX") if both parties have a FAX number; United States Postal Service Mails; hand-delivering a copy of the same to the receiving party; or notice may be given by any combination of the above methods.

- a. The date of notice shall be whichever of the following first occurs:

- (1) The date upon which notice is hand-delivered to the receiving party;

- (2) The date of delivery of notice by FAX transmission, which shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case, the date of delivery shall be deemed to fall on the next regular business day for the receiving party;

- (3) The third day following mailing of the notice.

- b. Notices to the Seller shall be addressed to:

Jeff Childs and Alex Woodson, Brokers
SVN/Ranking Company, LLC
2808 S. Ingram Mill Rd., A100
Springfield, Missouri 65804

- c. It shall be sufficient if notices sent to the Buyer are addressed to:

City Manager
City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, MO 65801

With a copy to:

City Attorney
City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, MO 65801

14. HEADINGS. The headings or captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement or any provision hereof.

15. VENUE AND 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.

16. TIME. Time is of the essence in the performance of the obligations of the parties under this Agreement.

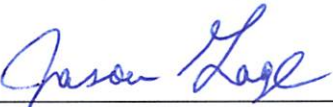
17. ENTIRE CONTRACT. This Agreement contains the entire contract of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

BUYER:

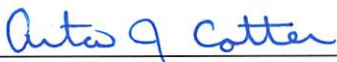
CITY OF SPRINGFIELD, MISSOURI

By: 
Jason Gage, City Manager

Date: 4/1/24



ATTEST:


Anita J. Cotter, City Clerk

APPROVED AS TO FORM:

JLP
JLP (Apr 1, 2024 16:58 CDT)
Jordan Paul, City Attorney

SELLER:

Burning Tree Consulting LLC

By: 
Titus Williams (Mar 19, 2024 22:49 GMT+7)

Date: Mar 19, 2024

By: _____

Date: _____

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

David Holtmann
David Holtmann (Apr 1, 2024 16:18 CDT)
Director of Finance or Acting Director

Exhibit A
Property Description

City of Springfield, MO Contract for Real Estate Purchase

Final Audit Report

2024-03-19

Created:	2024-03-19
By:	BUFFEE SMITH (bsmith@springfieldmo.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALDkivtXM5USuKUI8h6aAtdHj6sT8s481

"City of Springfield, MO Contract for Real Estate Purchase" History

-  Document created by BUFFEE SMITH (bsmith@springfieldmo.gov)
2024-03-19 - 2:31:48 PM GMT - IP address: 173.25.1.63
-  Document emailed to titus.williams@prosperiti.com for signature
2024-03-19 - 2:32:19 PM GMT
-  Email viewed by titus.williams@prosperiti.com
2024-03-19 - 2:32:43 PM GMT - IP address: 104.47.58.254
-  Signer titus.williams@prosperiti.com entered name at signing as Titus Williams
2024-03-19 - 3:49:11 PM GMT - IP address: 1.47.205.183
-  Document e-signed by Titus Williams (titus.williams@prosperiti.com)
Signature Date: 2024-03-19 - 3:49:13 PM GMT - Time Source: server- IP address: 1.47.205.183
-  Document emailed to BUFFEE SMITH (bsmith@springfieldmo.gov) for acceptance
2024-03-19 - 3:49:14 PM GMT
-  Document accepted by BUFFEE SMITH (bsmith@springfieldmo.gov)
Acceptance Date: 2024-03-19 - 3:51:46 PM GMT - Time Source: server- IP address: 173.25.1.63
-  Agreement completed.
2024-03-19 - 3:51:46 PM GMT



FIRST AMENDMENT TO
CONTRACT FOR SALE OF REAL ESTATE

This First Amendment to Contract for Sale of Real Estate ("First Amendment") is made and entered into this 16 day of May 2024 ("Effective Date"), by and between Burning Tree Consulting, LLC, a Missouri limited liability company, hereinafter referred to as "Seller," and the City of Springfield, Missouri, a municipal corporation, hereinafter referred to as "Buyer."

WHEREAS, Seller and Buyer entered into a Contract for Sale of Real Estate on or about March 19, 2024, a copy of the same being attached hereto and incorporated by reference as Exhibit 1 ("the Agreement"); and

WHEREAS, the Agreement provides for a closing date on or before May 31, 2024; and

WHEREAS, the Buyer has determined that adequate bonding cannot be completed until June 20, 2024; and

WHEREAS, the Parties desire to extend the closing date to a date on or before June 28, 2024; and

WHEREAS, the Agreement does not contain a full legal description of the property being purchased; and

WHEREAS, the Parties desire to include a full legal description of the property being purchased.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Paragraph 7. **CLOSING AND POSSESSION**, is hereby amended by changing the closing date from a date "on or before May 31, 2024," to a date "on or before June 28, 2024."

2. "Exhibit A" of the Agreement, **Property Description**, is hereby amended as follows:

ALL OF LOTS FOUR (4), FIVE (5), SIX (6), AND SEVEN (7), BLOCK FIFTEEN (15) IN THE CITY OF NORTH SPRINGFIELD, NOW CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

ALL OF THE WEST THIRTY-ONE(31) FEET OF LOT NINE (9) AND ALL OF LOTS TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21),

TWENTY-TWO (22), AND TWENTY-THREE (23) AND THE WEST THIRTY-THREE (33) FEET OF LOT TWENTY-FOUR (24) ALL IN BLOCK FIFTEEN (15) IN THE ORIGINAL TOWN OF NORTH SPRINGFIELD, NOW A PART OF THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

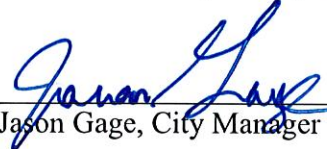
3. All other terms, conditions and requirements of the Contract for Sale of Real Estate shall remain in full force and effect, except as modified by this First Amendment.

4. This document may be signed in separate counterparts by the parties and the signed counterparts, taken together, shall be deemed to constitute an executed original of this document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this First Amendment to Contract for Sale of Real Estate to be executed and effective as of the date first written above.

City of Springfield, Missouri, a
Missouri Municipal Corporation



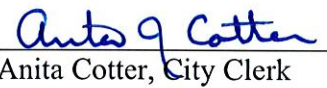
Jason Gage, City Manager

Burning Tree Consulting, LLC, a
Missouri Limited Liability Company



Titus Williams, Managing Partner

Attest:



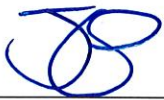
Anita Cotter, City Clerk

Attest:



By:

APPROVED AS TO FORM:



Jordan Paul, City Attorney

SECOND AMENDMENT TO
CONTRACT FOR SALE OF REAL ESTATE

This Second Amendment to Contract for Sale of Real Estate ("Second Amendment") is made and entered into this ____ day of June 2024 ("Effective Date"), by and between Burning Tree Consulting, LLC, a Missouri limited liability company, hereinafter referred to as "Seller," and the City of Springfield, Missouri, a municipal corporation, hereinafter referred to as "Buyer."

WHEREAS, Seller and Buyer entered into a Contract for Sale of Real Estate on or about March 19, 2024, a copy of the same being attached hereto and incorporated by reference as Exhibit 1 ("the Agreement"); and

WHEREAS, the Agreement provides for a closing date on or before May 31, 2024; and

WHEREAS, Seller and Buyer thereafter entered into the First Amendment to Contract for Sale of Real Estate in May 2024, wherein the closing date was amended to a date on or before June 28, 2024, a copy of the same being attached hereto and incorporated by reference as Exhibit 2 ("First Amendment"); and

WHEREAS, the Parties now desire to further extend the closing date to a date on or before July 10, 2024.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Paragraph 7. **CLOSING AND POSSESSION**, is hereby amended by changing the closing date from a date "on or before June 28, 2024," to a date "on or before July 10, 2024."
2. All other terms, conditions and requirements of the Contract for Sale of Real Estate shall remain in full force and effect, except as modified by this Second Amendment.
3. This document may be signed in separate counterparts by the parties and the signed counterparts, taken together, shall be deemed to constitute an executed original of this document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Contract for Sale of Real Estate to be executed and effective as of the date first written above.

City of Springfield, Missouri, a
Missouri Municipal Corporation

Burning Tree Consulting, LLC, a
Missouri Limited Partnership

Jason Gage, City Manager

Titus Williams, Managing Partner

Attest:

Attest:

Anita Cotter, City Clerk

By:

APPROVED AS TO FORM:

Jordan Paul, City Attorney

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SELLER	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		SELLER	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1185 Attn: Amanda Ohlensehlen, Director of Economic Vitality		Burning Tree Consulting, LLC 1660 North Boonville Avenue Springfield, MO 65802 Phone: (417) 413-4687	

GOODS CONTRACT

THIS CONTRACT, made and entered into this _____ day of June, 2024, by the parties identified above,

WITNESSETH:

THAT, WHEREAS, the City of Springfield has offered to purchase, and the Seller is willing to sell the goods more particularly described in **Exhibit A**.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Seller as follows:

1. **Purchase.** Seller agrees to sell to the City, and the City agrees to purchase the goods described in **Exhibit A**. City agrees to pay Seller One Hundred Thousand Dollars and No/100 (\$100,000.00) for the real property described in Exhibit A and currently located at 1660 N. Boonville Ave., Springfield, MO 65802. City shall take possession of the goods upon payment to Seller.
2. **Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the services related to this Contract, shall be furnished to the Seller without charge, and the parties shall reasonably cooperate in connection with this Contract.
3. **Term.** The purchase of the goods shall occur on or before July 10, 2024
4. **Termination.** Failure of the Seller to fulfill Seller's obligations under this contract in a timely and satisfactory manner shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate this contract.
5. **Conflicts.** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq., RSMo., shall not be violated. Seller covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Seller further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Seller.
6. **Assignment.** The Seller 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 Seller from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

7. **Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the Seller under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Seller without prior written approval of the City.

8. **Discrimination.** The Seller 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 Seller 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 Seller and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime Sellers and subcontractors to employ and advance in employment qualified protected veterans.**

b. **This Seller and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Sellers and subcontractors to employ and advance in employment qualified individuals with disabilities.**

9. **Compliance with Laws.** Seller agrees to comply with all applicable federal, state, and local laws and rules and regulations applicable to the provision of services and products hereunder. Seller affirmatively states that payment of all local, state, and federal taxes and assessments issued to Seller has been made in full.

10. **General Independent Contractor Clause.** This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Seller 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 Seller will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Seller's activities and responsibilities hereunder. The Seller agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other work, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Contract shall not be construed as creating any joint employment relationship between the Seller and the City, and the City will not be liable for any obligation incurred by the Seller, including but not limited to unpaid minimum wages and/or overtime premiums.

11. **City Benefits.** The Seller shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program of the City.

12. **Liability and Indemnity.** The parties mutually agree to the following:

a. In no event shall the City be liable to the Seller for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct directly and solely resulting in a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

b. The Seller shall defend, indemnify, and hold the City harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by the Seller arising out of or in any way connected with this Contract.

c. The Seller shall indemnify and hold the City harmless from all wages or overtime compensation due Seller's employees in rendering services pursuant to this Contract, including payment of reasonable attorney fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

13. **Attorney Fees.** In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Seller all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

14. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Seller), or by first class mail addressed to City or Seller at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Seller) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

15. **Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

16. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the real property listed in Exhibit A. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

SELLER:

By: _____

Name & Title: _____

If Seller is a Disadvantaged Business Enterprise (DBE), please indicate classification.

Minority Owned ☐

Women Owned ☐

Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By: _____

City Manager or Designee

Exhibit A to Goods Contract

Goods

Goods

First Floor Inventory

Chairs	Total
Standard Office chairs	65
High/Standing office chairs	11
Accent Chairs	68
Large Accent chairs	10
Conference chairs	43
File Cabinets	
Wood Lateral Cabinets	7
Tall File Cabinets	10
Small File Cabinets	11
Metal File Cabinets	3
Large File Cabinet	3
Desk	
"U" Shaped Desk	14
"L" Shaped Desk	9
Large Desk	2
Medium Desks	16
Standing Desks	12
Other	
Bookcases	10
XL Bookcase	1
Bookcase w/ drawers	2
Side Tables	23
XL Long Table	3
Round Tables	6
Large Round Table	1
High Top Table	0
Computer Stand	0
White Boards	12

Glass White Board	0
Lamps	6
Plants	6
TV	5
Coat Hanger	0
Wire Shelf	0
Mini Fridge	2
Love Seat	0
TV Mount	1
iPad Mini	1
Speaker	2
Security Cameras	0
Cubicles	48

Second Floor Inventory

Chairs	Remaining
Standard Office chairs	25
Hightop Chairs	24*
Accent Chairs	48*
Large Accent Chairs	0
File Cabinets	
Small File Cabinet	5
Medium File Cabinet	9
Large File Cabinet	3
Desk	
"L" Shaped Desk	3
"U" Shaped Desk	9
Medium Desks	5
Standing Desks	1
Other	
Bookcases	14
Large Bookcase	0
Round Table	0
Side Tables	12*
Low Tables	0
Hightop Tables	6*

Computer Stand	7
Glass White Board	1
White Board	3
Large Mirror	0
Coat Hangers	0
Lamps	0
Mirrors	0
Plants	3
Fridge	1
Microwave	1
Metal Shelves	0
Sofa/Loveseat	1*
Toaster	1*
Cappuccino Machine	1*
TV	0
Cubicles	24

Basement Inventory

Chairs	Remaining
Office Chair	17
Accent Chair	4
File Cabinets	
Metal Cabinets	10
Tall File Cabinets	0
Small File Cabinets	3
Desk	
Small Desk	1
Other	
Round Table	1
Computer Monitor	1
White Board	1
Metal Shelves	0
Metal Table	1
Lamp	0
Not listed above	
Viv's office pieces	0
Various Cubical pieces	12
Soap refills for Reeds	
Folding Tables	0
Side tables/accent tables	5

	<u>Miscellaneous Inventory</u>	
	Chairs	12
	Office Chairs	12
	Accent Chairs	
	Desks	0
	"L" Shaped Desk	1
	Standard Desk	1
	File Cabinets	0
	File Cabinets	4
	Legal File Cabinets	3
	Metal File Cabinets	2
	Other	0
	Round Table	1
	Table w/ Leaf	1
	Total Cost	
* Some or all located in breakroom on first floor		
Maximum Payment	\$ 100,000.00	Total Maximum Amount To Be Paid To Seller
Method of Payment	☒ Lump Sum Of Entire Amount Upon Satisfactory Receipt of Goods	
Department Head's Signature or designee	Date:	



EXPLANATION TO COUNCIL BILL 2024-123 (MCCLURE)

FILED: 07/03/2024

ORIGINATING DEPARTMENT: City Clerk

TITLE: A resolution accepting the Citizens' Commission on Community Investment Report to City Council.

PURPOSE: To accept the Citizens' Commission on Community Investment Report to City Council.

BACKGROUND INFORMATION: City Council enacted Resolution 10752 on or about April 8, 2024, establishing the Citizens' Commission on Community Investment ("CCCI" or "the Commission") with the charge of evaluating and prioritizing the highest and best uses for local sales tax capacity upon expiration of the 3/4-cent Police/Fire Pension Sales Tax. More specifically, the CCCI was charged with completing its work with the following objectives:

1. Gathering intelligence and performance history for the Police Officers' and Firefighters' Pension System, public safety data and trends, and Forward SGF Comprehensive Plan capital project priorities;
2. Developing a comprehensive recommendation that secures continuing Police Officers' and Firefighters' Pension System obligations for 2025 and beyond, advances impactful public safety initiatives, and prioritizes Forward SGF transformative capital and neighborhood impact projects, including infrastructure and maintenance needs, and establishing an order of priority among said recommendations;
3. Conducting the work of the Commission in a transparent manner, in full view of the public; and
4. Bringing a final report and recommendations to the full City Council no later than June 30, 2024.

The CCCI, led by co-chairs Phyllis Ferguson and Tom Prater, met on six (6) occasions between April 16, 2024 and June 25, 2024. The CCCI has brought its final report and recommendations to the full City Council, which was originally presented at the City Council lunch held on July 2, 2024.

This Resolution requests the acceptance of the Citizens' Commission on Community Investment Report to City Council.



Submitted By:

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

Jason Gage, City Manager 7/3/2024

Attachments:

1. CCC1 - Res JLP 7-2-24
2. Ex A res10752
3. CCCI Final Report 6_26

One-rdg. X
P. Hrngs.
Pgs. 15
Filed: 07-02-24

Sponsored by: McClure

COUNCIL BILL 2024-123 RESOLUTION

A RESOLUTION

1 ACCEPTING the Citizens' Commission on Community Investment Report to City
2 Council.
3
4

5 WHEREAS, City Council enacted Resolution 10752 on or about April 8, 2024,
6 establishing the Citizens' Commission on Community Investment ("CCCI" or "the
7 Commission") with the charge of evaluating and prioritizing the highest and best uses
8 for local sales tax capacity upon expiration of the 3/4-cent Police/Fire Pension Sales
9 Tax, a copy of the same being attached hereto and incorporated by reference as Exhibit
10 A; and
11

12 WHEREAS, the CCCI, led by co-chairs Phyllis Ferguson and Tom Prater, met on
13 six (6) occasions between April 16, 2024 and June 25, 2024; and
14

15 WHEREAS, the CCCI has brought its final report and recommendations to the
16 full City Council, a copy of the same being attached hereto and incorporated by
17 reference as Exhibit B.
18

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

22 Section 1 – City Council hereby accepts the report produced by the Citizens'
23 Commission on Community Investment, which is attached hereto as "Exhibit B."
24

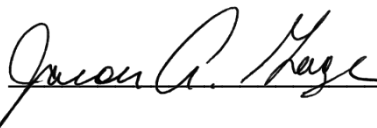
25 Section 2 – This Resolution shall be in effect immediately upon adoption.
26

27 Passed at meeting:
28

29
30
31 Mayor

32 Attest: , City Clerk
33

34 Filed as Resolution
35

36 Approved as to form: , City Attorney
37
38
39 Approved for Council action: , City Manager

**RESOLUTION 10752
EXPLANATION TO COUNCIL BILL 2024-056 (MCCLURE)**

FILED: 04/02/2024

ORIGINATING DEPARTMENT: City Clerk

TITLE: A resolution establishing the Citizens' Commission on Community Investment (CCCI).

PURPOSE: To establish the Citizens' Commission on Community Investment (CCCI).

BACKGROUND INFORMATION: At the general election held on November 3, 2009, the citizens of Springfield voted to adopt a 3/4-cent sales tax for the purpose of funding the Police Officers' and Firefighters' Pension System and included a sunset provision ("the 3/4-cent Police/Fire Pension Sales Tax"). At the general municipal election held on April 8, 2014, the citizens of Springfield voted to renew the 3/4-cent Police/Fire Pension Sales Tax and included a sunset provision. At the general election held on November 5, 2019, the citizens of Springfield voted to renew the 3/4-cent Police/Fire Pension Sales Tax and included a sunset provision, with said expiration expected to occur on or about March 31, 2025; and

On January 9, 2024, the City Council Committee of the Whole met and reached a broad consensus on the need to secure the City's ongoing Police Officers' and Firefighters' Pension System obligations for 2025 and beyond, advance public safety initiatives, and prioritize Forward SGF transformative capital and neighborhood impact projects, including infrastructure and maintenance needs. It was also the consensus of the Committee of the Whole that this was a measure which should be decided by the voters at the general election to be held on November 5, 2024.

In order to receive meaningful community input on the measure to be submitted to the voters, the City Council desires to form a Citizens' Commission on Community Investment ("CCCI" or "the Commission") and potential names for recommendation for appointment have been sought from City Council members.

This resolution will establish the Citizens' Commission on Community Investment ("CCCI" or "the Commission") with the charge of evaluating and prioritizing the highest and best uses for local sales tax capacity upon the expiration of the 3/4-cent Police/Fire Pension Sales Tax.

The Commission will complete its work with the following objectives:

1. Gather intelligence and performance history for the Police Officers' and Firefighters' Pension System, public safety data and trends, and Forward SGF Comprehensive Plan capital project priorities.
2. Develop a comprehensive recommendation that secures continuing Police Officers' and Firefighters' Pension System obligations for 2025 and beyond, advances impactful public safety initiatives, and prioritizes Forward SGF transformative capital and neighborhood impact projects, including infrastructure and maintenance needs, and establishes an order of priority among said recommendations.



3. Conduct the work of the Commission in a transparent manner, in full view of the public
4. Bring a final report and recommendations to the full City Council no later than June 30, 2024.

The following have agreed serve as members of the CCCI:

Phyllis Ferguson, Co-Chair
Tom Prater, Co-Chair
Logan Aguirre
Christina Angle
Kevin Ausburn
Alice Barber
Brent Brown
Megan Buchbinder
Jerome W. Compton
Teresa Coyan
Orin Cummings
Chad Davis
Leslie Forrester
Denise Fredrick
Brendan Griesemer
Bill Hennessey
Sandra Huston
Winter Kinne
Andrew Lear
Sid Needham
Eric Pauly
Steve Prange
Pete Radecki
Jacob Ruder
Krisi Schell
Jeff Schrag
Rusty Worley
Andrew Zinke
Mayor Pro Tem Matt Simpson, City Council Liaison
Councilmember Abe McGull, City Council Liaison

The term of the Commission shall be from the date of the passage of this Resolution until June 30, 2024.

Submitted By: Anita Cotter, City Clerk

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

Jason Gage, City Manager 4/3/2024

Maurice S. Jones, Deputy City Manager 4/3/2024

Attachments: 1. CCCI - Council Bill updated 04-02-24

One-rdg. X
P. Hrngs.
Pgs. 5
Filed: 03-27-24

Sponsored by: McClure

COUNCIL BILL 2024-056 RESOLUTION 10752

A RESOLUTION

1 ESTABLISHING the Citizens' Commission on Community Investment (CCCI).
2
3

4 WHEREAS, at the general election held on November 3, 2009, the citizens of
5 Springfield voted to adopt a 3/4-cent sales tax for the purpose of funding the Police
6 Officers' and Firefighters' Pension System and included a sunset provision ("the 3/4-
7 cent Police/Fire Pension Sales Tax"); and
8

9 WHEREAS, at the general municipal election held on April 8, 2014, the citizens
10 of Springfield voted to renew the 3/4-cent Police/Fire Pension Sales Tax and included a
11 sunset provision; and
12

13 WHEREAS, at the general election held on November 5, 2019, the citizens of
14 Springfield voted to renew the 3/4-cent Police/Fire Pension Sales Tax and included a
15 sunset provision, with said expiration expected to occur on or about March 31, 2025;
16 and
17

18 WHEREAS, the Police Officers' and Firefighters' Pension System is a continuing
19 obligation of the City; and
20

21 WHEREAS, on January 9, 2024, the City Council Committee of the Whole met
22 and reached a broad consensus on the need to secure the City's ongoing Police
23 Officers' and Firefighters' Pension System obligations for 2025 and beyond, advance
24 public safety initiatives, and prioritize Forward SGF transformative capital and
25 neighborhood impact projects, including infrastructure and maintenance needs; and
26

27 WHEREAS, it was also the consensus of the Committee of the Whole that this
28 was a measure which should be decided by the voters at the general election to be held
29 on November 5, 2024; and
30

31 WHEREAS, in order to receive meaningful community input on the measure to
32 be submitted to the voters, the City Council desires to form a Citizens' Commission on
33 Community Investment ("CCCI" or "the Commission") and potential names for
34 recommendation for appointment have been sought from City Council members.
35

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

Section 1 – City Council hereby establishes the Citizens’ Commission on Community Investment (“CCCI” or “the Commission”) with the charge of evaluating and prioritizing the highest and best uses for local sales tax capacity upon the expiration of the 3/4-cent Police/Fire Pension Sales Tax.

Section 2 – The Commission will complete its work with the following objectives:

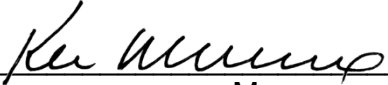
1. Gather intelligence and performance history for the Police Officers’ and Firefighters’ Pension System, public safety data and trends, and Forward SGF Comprehensive Plan capital project priorities.
2. Develop a comprehensive recommendation that secures continuing Police Officers’ and Firefighters’ Pension System obligations for 2025 and beyond, advances impactful public safety initiatives, and prioritizes Forward SGF transformative capital and neighborhood impact projects, including infrastructure and maintenance needs, and establishes an order of priority among said recommendations.
3. Conduct the work of the Commission in a transparent manner, in full view of the public.
4. Bring a final report and recommendations to the full City Council no later than June 30, 2024.

Section 3 – City Council determines that it is in the interest of the City regarding these important matters to receive meaningful community input. The following are hereby appointed to serve as members of the Commission: Phyllis Ferguson, Co-Chair, Tom Prater, Co-Chair, Logan Aguirre, Christina Angle, Kevin Ausburn, Alice Barber, Brent Brown, Megan Buchbinder, Jerome W. Compton, Teresa Cohan, Orin Cummings, Chad Davis, Leslie Forrester, Denise Fredrick, Brendan Griesemer, Bill Hennessey, Sandra Huston, Winter Kinne, Andrew Lear, Sid Needham, Eric Pauly, Steve Prange, Pete Radecki, Jacob Ruder, Krisi Schell, Jeff Schrag, Rusty Worley, Andrew Zinke, Mayor Pro Tem Matt Simpson, City Council Liaison, and Councilmember Abe McGull, City Council Liaison

Section 4 – The term of the Commission shall be from the date of the passage of this Resolution until June 30, 2024.

Section 5 – This Resolution shall be in effect from and after passage.

Passed at meeting: April 8, 2024



Mayor

84 Attest: Anita J. Cotter, City Clerk
85

86 Filed as Resolution: April 8, 2024
87

88
89 Approved as to form: , City Attorney
90

91
92 Approved for Council action: , City Manager

Exhibit B

CITIZENS' COMMISSION ON COMMUNITY INVESTMENT

FINAL REPORT 2024

Charge Description:

Evaluate and prioritize the highest and best uses for a local sales tax capacity upon scheduled 2025 expiration of the current 3/4-cent Police-Fire Pension Sales Tax.

Meetings:

April 16, 2024

April 30, 2024

May 14, 2024

May 28, 2024

June 11, 2024

June 25, 2024

Members

- Phyllis Ferguson, Co-Chair, former Mayor Pro Tem, former Councilwoman and business owner
- Tom Prater, Co-Chair, former Councilman, physician
- Logan Aguirre, 417 Publishing
- Christina Angle, The Erlen Group
- Kevin Ausburn, SMC Packaging
- Alice Barber, Springfield Tenants Unite
- Brent Brown, Entrust Property Solutions
- Megan Buchbinder, The Network; Springfield Convention & Visitors Bureau
- Jerome W. Compton, former City Councilman; Missouri State University
- Teresa Coyan, CoxHealth
- Orin Cummings, Messiah Lutheran Church



- Chad Davis, IAFF; Firefighter
- Leslie Forrester, Springfield Regional Arts Council
- Denise Fredrick, former School Board President; retired teacher
- Brendan Griesemer, Restore SGF
- Bill Hennessey, Mercy
- Sandra Huston, Neighborhood Leader
- Winter Kinne, Community Foundation of the Ozarks
- Andrew Lear, former City Councilman and liaison to the Police-Fire Pension Board
- Sid Needem, retired Park Board member
- Eric Pauly, Phelps Grove Neighborhood Association
- Steve Prange, CMT Consulting Engineers
- Pete Radecki, Bissett Neighborhood Association
- Jacob Ruder, Business Council of the Ozarks
- Krisi Schell, SRC
- Jeff Schrag, business owner
- Rusty Worley, Downtown Springfield Association; West Central Neighborhood Alliance
- Andrew Zinke, SPOA; Police officer
- Mayor Pro Tem Matt Simpson, City Council Liaison
- Councilmember Abe McGull, City Council Liaison.

The Commission members were recommended by Mayor Ken McClure and approved by City Council by Resolution 10752 adopted April 8, 2024. This 30-member Commission met every other Tuesday, from April 16, 2024 to June 30, 2024. All meetings were open to the public and the supporting materials and recordings were posted on the City's CCCI website.

Website Address: www.springfieldmo.gov/ccci

Meeting videos and materials; news media coverage.

History:

In an uncertain economy with various factors impacting the City's complete ability to meet citizen expectations, the Springfield City Council recognized the need to find additional funds to help achieve the citizens' vision that is detailed in [Forward SGF](#), the City's Comprehensive Planning Process. Additionally, there are continued obligations for the Police-Fire Pension Fund. City Council voted on April 8, 2024, a resolution establishing the Citizens' Commission on Community Investment. The group of 30 diverse community stakeholders was charged with evaluating and prioritizing the highest and best uses for a local sales tax capacity upon the scheduled 2025 expiration of the current ¾-cent Police-Fire Pension Sales Tax.

Former Mayor Pro Tem and Zone 1 City Councilwoman Phyllis Ferguson and former Zone 2 Councilman Dr. Tom Prater served as co-chairs for the commission. They worked with members to research and provide recommendations to City Council by June 30, 2024.

The scope of the work included:

- Gathering information and performance history for the Police Fire Pension, public safety data and trends, and Forward SGF Comprehensive Plan capital project priorities.
- Develop a comprehensive recommendation that;
 - Secures ongoing pension obligations for 2025 and beyond;
 - Advances impactful public safety initiatives; and
 - Prioritizes Forward SGF transformative capital and neighborhood impact projects, including infrastructure and maintenance needs – setting priorities on what it tackled first.
- Conduct the work of the Commission in a transparent manner, in full view of the public.
- Bring a final report and recommendations to City Council by June 30, 2024.

The Commission was charged further with providing consensus recommendations to City Council that include:

- Making recommendations on whether or not to ask for a tax;
- Make recommendations regarding the proposed tax amount (current level of ¾-cent, more, less);
- Provide clarity around short and long-term costs associated with recommendations;
- Recommend timeline for any proposed tax to voters;
- Recommend duration/sunset period, if any;
- Recommend other specific accountability and transparency measures to ensure promises made are promises kept.

Recommendations:

After six meetings, the Citizens' Commission on Community Investment coalesced on a direction, making a decision on the following recommendations:

Recommendation #1: A 3/4-cent replacement tax brought to the voters as one ballot initiative.

Recommendation #2: The replacement tax to be put on the November 2024 ballot.

Recommendation #3: 1/3 of the tax would have no sunset; 2/3 would have a 10-year sunset.

The Commission strongly recommends to City Council that Springfield voters be asked to replace the 3/4-cent Police-Fire Pension Sales Tax with a 3/4-cent General Sales Tax with two components.

1/4-cent focused on public safety – funding the Police/Fire pension obligation through completion, meeting competitive public safety salaries and additional public safety initiatives. **NO SUNSET**

1/2-cent funding additional Public Initiatives; Recreation and Investing in the Next Generation. **10-YEAR SUNSET**

Safety
Public Initiatives
Recreation
Investing in the
Next
Generation

SPRING FORWARD SGF

Recommendation #4: Suggest broad language be used for the ballot verbiage, with more details / definitions provided in an ordinance and in the educational materials comprehensively shared throughout the community.

Shall the City of Springfield impose a city sales tax at the rate of three-quarters of one percent (3/4-cent), one-quarter for the purpose of funding public safety initiatives, to include funding the remaining obligation of the Springfield Police Officers' and Firefighters' Pension and increasing police officer and firefighter pay, with said one-quarter to not sunset, and two-quarters for the purpose of funding projects consistent with the City's comprehensive plan, to include capital improvements, neighborhood initiatives, and park projects, with said two-quarters to sunset after a period of ten years?

(Note: there will be no increase in the current sales tax level if the 3/4-cent sales tax is approved.)

Recommendation #5: To ensure accountability and transparency, follow the “Completed as Promised” (CAP) model for communication, identification of projects, input and prioritization.

Recommendation #6: Create a representative small group to assist staff with seeking and analyzing public input and to prioritize projects as laid out in Forward SGF, provide oversight and report annually to City Council and could lay the foundation for the renewal in 10 years.

The Commission indicated a strong preference to go out to the community periodically to collect feedback on a cycle of programs and projects to fund. That empowers the community and makes the process transparent.

Public input would be combined with other considerations to create a list of programs and projects. To fund or continue funding.

Other considerations could include, but not be limited to:

- Is this a continuation project?
- Does this program or project have matching funds?
- Is it a catalyst project that attracts/retains residents and businesses?
- Does it drive job and economic growth?
- Does it directly generate sales tax revenue or additional revenue for City services and infrastructure?
- Does it improve liveability for Springfield workers and residents.
- Can it be completed with no ongoing debt obligations?
- Does it prioritize transformational and next generation projects?

Tax Support Tracking

1/8-Cent Transportation Sales Tax

The 1/8-cent transportation sales tax passes with 80 plus % of the vote, regardless of turnout.

1/4-Cent Capital Improvements Sales Tax

Passes with over 67% of the vote, regardless of turnout. Turnout is low in all Spring elections.

3/4-Cent Police-Fire Pension Sales Tax

A 1-cent version of this tax failed 53.39% to 47.71% on Feb. 3, 2009.

The first ¾-cent Police-Fire Pension Sales Tax passed 55-45% on Nov. 3, 2009

The tax was renewed with a 76.20% YES vote on April 8, 2014.

The tax renews with a 77.82% YES vote on Nov. 5, 2019.

The Cost of Doing Nothing

If the 3/4-cent sales tax is not replaced, these are a number of consequences:

- Loss of \$45 million per year of enhanced public safety and community impact.
- Loss of \$5.2 million in Use Tax (\$2.6 million General Fund and \$2.6 million Transportation Fund) annually.
- The City's sales tax rate decreases from 2.125% to 1.375% (decrease of ¾%), Use Tax is the same rate that is applied to out-of-state sales.
- Reduction of General Fund services of \$3-6 million to cover legacy Police/Fire Pension costs. Plus, there is no clear revenue stream to fund competitive wage increases for Police and Fire Departments to aid in recruitment and retention.
- Total negative impact to General Fund: \$5.6 million - \$8.6 million annually. This would require significant budgetary cuts.



EXPLANATION TO COUNCIL BILL 2024-124 (LEE)

FILED: 07/01/2024

ORIGINATING DEPARTMENT: Workforce Development

TITLE: A resolution authorizing the City Manager, or designee, to apply for up to \$3,000,000 in grant funds from the United States Department of Labor Critical Sector Job Quality Grant Program to support and expand the hospitality workforce.

PURPOSE: To authorize the City Manager, or designee, to apply for up to \$3,000,000 in grant funds from the United States Department of Labor Critical Sector Job Quality Grant Program to support and expand the hospitality workforce.

BACKGROUND INFORMATION: The United States Department of Labor Employment and Training Administration ("ETA") has created an initiative called the Critical Sector Job Quality Grant Program, the objective of which is to support transformative efforts to improve job quality and availability of good jobs in the care, climate resilience, and hospitality sectors. This program sets out to establish partnerships to address equity, job quality, and worker's voice in the design of training models and the training of workers for family-supporting jobs.

This project aims to create a worker-centered support system within the hospitality industry through strategic partnerships with local employers, industry associations, educational institutions, workforce entities, and community organizations. This project aims to address critical job quality issues and growth opportunities in a sector that employs approximately twelve percent (12%) of the Springfield metro-area workforce, and that is projected to grow significantly by 2030, through assisting at least 400 individuals over the course of three (3) years.

This project will focus on equity and inclusivity within the hospitality industry by focusing on marginalized, underserved, and underemployed populations. This project will work to develop clear career pathways that lead to higher-paying positions within the sector by providing targeted training and certification programs.

The goals of this project are to collaborate with employers to improve job quality and worker's voice while simultaneously supporting participants through training and certifications and helping participants address barriers to employment and career advancement through on-the-job training and external support, including transportation, child care, housing assistance, and other supportive services.

REMARKS: This program supports the following City Council Priorities:



- Quality of Place
- Economic Vitality

Submitted By: Ericka Schmeeckle, Assistant Director of Workforce Development

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

Maurice S. Jones, Deputy City Manager 7/3/2024

Attachments: 1. Critical Sector Job Quality Grant Application Resolution

One-rdg. X
P. Hrngs.
Pgs. 4
Filed: 07-02-24

Sponsored by: Lee

COUNCIL BILL 2024-124 RESOLUTION

A RESOLUTION

1 AUTHORIZING the City Manager, or designee, to apply for up to \$3,000,000 in grant
2 funds from the United States Department of Labor Critical Sector Job
3 Quality Grant Program to support and expand the hospitality
4 workforce.
5
6

7 WHEREAS, the United States Department of Labor Employment and Training
8 Administration (“ETA”) has created an initiative called the “Critical Sector Job Quality
9 Grant Program” that awards grant funds to support transformative efforts to improve job
10 quality and availability of good jobs, particularly for the benefit of historically
11 marginalized populations and communities that have experienced barriers to
12 employment in good jobs, and primarily focused on expanding job quality in the care,
13 climate resilience, and hospitality sectors; and
14

15 WHEREAS, if awarded, grant funds received will be used by the City to
16 collaborate with employers to improve job quality and worker’s voice while
17 simultaneously supporting hospitality-industry participants through training and
18 certification programs, as well as basic workforce readiness and resiliency training, on-
19 the-job training, and external support for workers, including transportation, childcare,
20 housing assistance, and other supportive services; and
21

22 WHEREAS, this project would focus on equity and inclusion within the hospitality
23 industry by focusing on marginalized, underserved, and underemployed populations,
24 with the goal of serving at least four hundred (400) individuals over the course of three
25 (3) years; and
26

27 WHEREAS, this use of such grant funds would require no funding match or cost
28 sharing; and
29

30 WHEREAS, this project supports the concepts of Quality of Place and Economic
31 Vitality, both of which are current priorities of City Council.
32

33 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
34 SPRINGFIELD, MISSOURI, as follows, that:
35

36 Section 1 – The City Manager, or designee, is hereby authorized to apply for a
37 Critical Sector Job Quality Grant from the Department of Labor, in an amount up to a
38 maximum of \$3,000,000, for the purpose of supporting and expanding the hospitality
39 workforce.

40
41 Section 2 – This Resolution shall be effective immediately upon adoption.

42
43 Passed at meeting: _____

44
45 _____
46 Mayor

47
48 Attest: _____, City Clerk

49
50 Filed as Resolution _____

51
52 _____
53 Approved as to form: Laura Vales, Assistant City Attorney

54
55 _____
56 Approved for Council action: Jason A. Page, City Manager



EXPLANATION TO COUNCIL BILL 2024-125 (HORTON, JENSON)

FILED: 06/18/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for the purpose of funding maintenance and rehabilitation of the Grant Avenue Viaduct; amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of \$2,022,339 to appropriate federal Surface Transportation Block Grant Program funds; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

PURPOSE: Authorizing the City Manager, or designee, to enter into a Surface Transportation Block Grant ("STBG") Program Agreement ("Exhibit 1") with the Missouri Highways and Transportation Commission ("MHTC"), for the purpose of funding maintenance and rehabilitation of the Grant Avenue Viaduct; approving a budget adjustment amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of \$2,022,339 to appropriate federal STBG funds; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: This maintenance project will include replacing expansion joints, bridge deck repairs, epoxy overlay, and substructure repair. The STBG Program Agreement allows for reimbursement of up to 80% (\$2,022,339) of the construction and inspection costs associated with the project. The City's 20% share, estimated at \$505,585, will be funded by the 1/8-cent Transportation Sales Tax and is already budgeted.

As this Ordinance is for a state grant contract for federal funds, we request that it be passed as a one-reading bill under City Charter Section 2.16(25).

Supports the following City Council Priorities:

- Public Safety
- Fiscal Sustainability

REMARKS: Public Works recommends approval of this Council bill and budget adjustment. Submitted by:

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 6/27/2024

- Attachments:**
1. Grant Ave Viaduct STBG_ord
 2. Grant Ave Viaduct STBG_exh1
 3. _BA_Exh 2

One-rdg, X
P. Hrngs.
Pgs. 31
Filed: 07-02-24

Sponsored by: Horton, Jenson

First Reading: Second Reading:

COUNCIL BILL 2024-125 SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into a Surface Transportation
2 Block Grant Program Agreement with the Missouri Highways and
3 Transportation Commission for the purpose of funding maintenance
4 and rehabilitation of the Grant Avenue Viaduct; amending the Fiscal
5 Year 2024-2025 budget of the Department of Public Works in the
6 amount of \$2,022,339 to appropriate federal Surface Transportation
7 Block Grant Program funds; and declaring that this Ordinance
8 qualifies for approval in one reading pursuant to City Charter Section
9 2.16(25).

10 _____

11
12 WHEREAS, the Grant Avenue Viaduct maintenance project will include replacing
13 expansion joints, bridge deck repairs, epoxy overlay, and substructure repair of the
14 Viaduct; and

15
16 WHEREAS, Missouri Highways and Transportation Commission (“MHTC”) has
17 proposed an agreement that would allow the use of Surface Transportation Block Grant
18 (“STBG”) Program funds to reimburse the City for up to 80 percent (\$2,022,339) of the
19 construction and inspection costs associated with the project; and

20
21 WHEREAS, the City’s 20 percent share of the project, estimated at \$505,585, will
22 be funded by the 1/8-cent Transportation Sales Tax and is already budgeted; and

23
24 WHEREAS, a budget adjustment is required to appropriate the funds associated
25 with the STBG grant.

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

29
30 Section 1 – The City Manager, or designee, is hereby authorized to accept the
31 Surface Transportation Block Grant (“STBG”) Program grant funds in the amount of
32 \$2,022,339 from the Missouri Highways and Transportation Commission (“MHTC”) and
33 to do all things necessary to carry out the intent of this Ordinance, including the

34 execution of an agreement in substantially the same form as the document attached
35 hereto and incorporated herein by this reference as "Exhibit 1."

36
37 Section 2 – The budget of Public Works for Fiscal Year 2024-2025, is hereby
38 amended in the accounts and in the amounts as shown on Budget Adjustment No. 005,
39 a copy of which is attached hereto and incorporated herein by this reference as "Exhibit
40 2."

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

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

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

53
54 Passed at meeting: _____

55
56
57 _____
58 Mayor

59 Attest: _____, City Clerk

60
61 Filed as Ordinance: _____

62
63 Approved as to form: John Millington, Assistant City Attorney

64
65
66 Approved for Council action: Juan C. Page, City Manager
67

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/24 (TLP)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG 5919806
Award Year: SFY2024
Federal Agency: Federal Highway Administration, Department of Transportation

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

THIS STBG AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Greene County, Missouri (hereinafter, "City").

WITNESSETH:

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

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5919806 involves:

Maintenance and rehabilitation of the Grant Avenue Viaduct.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-5919806 by the Commission is within the city limits of Springfield, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

On Grant Ave south of Chestnut Expressway over Jordan Creek

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

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

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

(6) INVENTORY AND INSPECTION: The City shall:

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

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

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

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

(9) INSURANCE:

(A) The City is required or 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 the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

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

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

out in Form FHWA 1273.

(12) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project STBG-5919806 or contemplated by this Agreement.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be **80** percent not to exceed **\$2,022,339**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

(16) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-5919806 will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(17) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise

the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

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

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

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

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

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

(23) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.

Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

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

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

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

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

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

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

- (A) To the City:
Evan Bergmann, EI
evan.bergmann@springfieldmo.gov
417-864-1969
- (B) To the Commission:
Garrett Evans, EI
Garrett.evans@modot.mo.gov
417-895-7638

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

transmission of that document.

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

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

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

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

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

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

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose

such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (30) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

[Remainder of Page Intentionally Left Blank]

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

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

Title _____

By _____
Title _____

ATTEST:

By _____
Title _____

Secretary to the Commission

By _____
Title _____

Approved as to Form:

By _____
Title _____

Commission Counsel

ATTEST:

By _____
Title _____

Approved as to Form:

By _____
Title _____

Ordinance: _____

Exhibit A - Location of Project

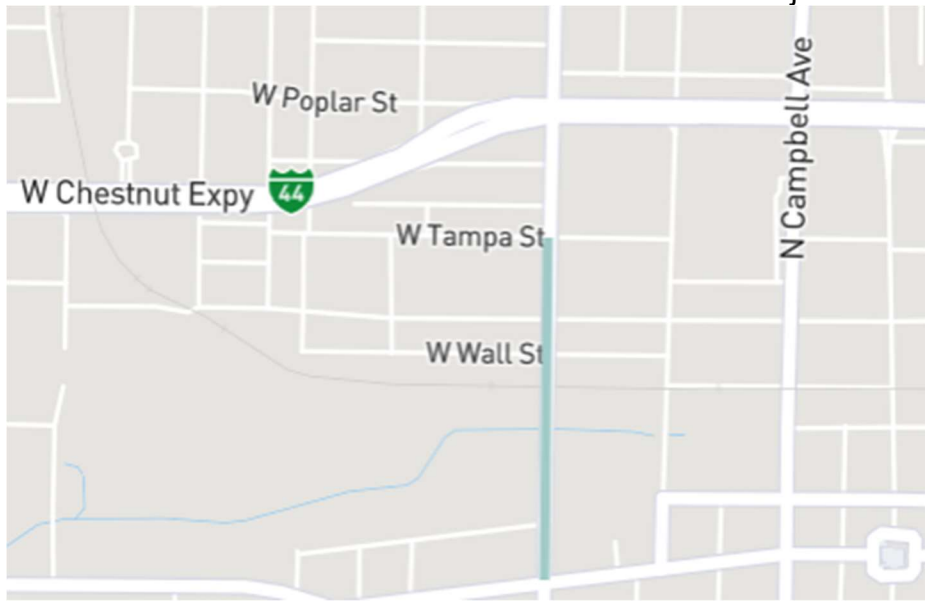


Exhibit B – Project Schedule

Project Description: STBG-5919806 Grant Ave Viaduct Maintenance and Rehab

Task	Date
Date funding is made available or allocated to recipient	7/2024
Plans, Specifications & Estimate (PS&E) Submittal	12/2025
Plans, Specifications & Estimate (PS&E) Approval	1/2026
Advertisement for Letting	2/2026
Bid Opening	3/2026
Construction Contract Award or Planning Study completed (REQUIRED)	5/2026

*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

DRAFTER'S NOTE: Print Form 1273 from the following website and attach as Exhibit C <http://www.fhwa.dot.gov/programadmin/contracts/1273.pdf>.

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. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* 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. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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 journeyworkers 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 must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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. a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

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 watchpersons 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 and interest from the date of the underpayment. 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 watchpersons 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) 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

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

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 200.327.

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 200.327.

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.

* * * * *

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

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

(1) 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;

(2) 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

(3) 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)

b. 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 2

Budget Adjustment
005

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	102470	00000	\$2,022,339	Federal Surface Transportation Block Grant (STBG) Revenues through the Missouri Highways & Transportation Commission
Net Revenue Adjustment						\$2,022,339	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	509110	102470	00000	\$2,022,339	Grant Avenue Viaduct Rehabilitation & Maintenance
Net Expenditure Adjustment						\$2,022,339	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2024-25 Budget by appropriating \$2,022,339 of federal Surface Transportation Block Grant (STBG) funds for the rehabilitation and maintenance of the Grant Avenue Viaduct.

Requested By:

Dan Smith July 2, 2024
Department Head Date

Approved By:

DJ Hill July 2, 2024
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2024-125
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2024-126 (HORTON, JENSON)

FILED: 06/18/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for the purpose of funding maintenance and rehabilitation of the Martin Luther King Jr. Bridge on Benton Avenue; amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of \$935,284 to appropriate federal Surface Transportation Block Grant Program funds; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

PURPOSE: Authorizing the City Manager, or designee, to enter into a Surface Transportation Block Grant (“STBG”) Program Agreement (“Exhibit 1”) with the Missouri Highways and Transportation Commission (“MHTC”), for the purpose of funding maintenance and rehabilitation of the Martin Luther King Jr. Bridge on Benton Avenue; approving a budget adjustment amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of \$935,284 to appropriate federal STBG funds; and declaring that this Ordinance qualifies for approval in one reading.

BACKGROUND INFORMATION: This maintenance project will include replacing expansion joints and an epoxy overlay. The STBG Program Agreement allows for reimbursement of up to 80% (\$935,284) of the construction and inspection costs associated with the project. The City’s 20% share, estimated at \$233,821, will be funded by the 1/8-cent Transportation Sales Tax and is already budgeted.

As this Ordinance is for a state grant contract for federal funds, we request that it be passed as a one-reading bill under City Charter Section 2.16(25).

Supports the following City Council Priorities:

- Public Safety
- Fiscal Sustainability

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 6/27/2024

- Attachments:**
1. MLK, Jr Bridge STBG_ord
 2. MLK Bridge STBG_exh1
 3. BA_Exh 2

One-rdg, X
P. Hrngs.
Pgs. 31
Filed: 07-02-24

Sponsored by: Jenson, Horton

First Reading:

Second Reading:

COUNCIL BILL 2024-126

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into a Surface Transportation
2 Block Grant Program Agreement with the Missouri Highways and
3 Transportation Commission for the purpose of funding maintenance
4 and rehabilitation of the Martin Luther King Jr. Bridge on Benton
5 Avenue; amending the Fiscal Year 2024-2025 budget of the
6 Department of Public Works in the amount of \$935,284 to appropriate
7 federal Surface Transportation Block Grant Program funds; and
8 declaring that this Ordinance qualifies for approval in one reading
9 pursuant to City Charter Section 2.16(25).

10
11
12 WHEREAS, the Martin Luther King Jr. Bridge on Benton Avenue requires
13 maintenance and rehabilitation which will include replacing expansion joints and an
14 epoxy overlay; and
15

16 WHEREAS, Missouri Highways and Transportation Commission ("MHTC") has
17 proposed an agreement that would allow the use of Surface Transportation Block Grant
18 ("STBG") Program funds to reimburse the City for up to 80 percent (\$935,284) of the
19 construction and inspection costs associated with the project; and
20

21 WHEREAS, the City's 20 percent share of the project, estimated at \$233,821, will
22 be funded by the 1/8-cent Transportation Sales Tax and is already budgeted; and
23

24 WHEREAS, a budget adjustment is required to appropriate the funds associated
25 with the STBG grant.
26

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

30 Section 1 – The City Manager, or designee, is hereby authorized to accept the
31 Surface Transportation Block Grant ("STBG") Program grant funds in the amount of
32 \$935,284 from the Missouri Highways and Transportation Commission ("MHTC") and to
33 do all things necessary to carry out the intent of this Ordinance, including the execution

of an agreement in substantially the same form as the document attached hereto and incorporated herein by this reference as "Exhibit 1."

Section 2 – The budget of Public Works for Fiscal Year 2024-2025, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 006, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit 2."

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: John Millington, Assistant City Attorney

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

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/24 (TLP)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG 5901838
Award Year: SFY2024
Federal Agency: Federal Highway Administration, Department of Transportation

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

THIS STBG AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Greene County, Missouri (hereinafter, "City").

WITNESSETH:

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

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5901838 involves:

Rehabilitation and Maintenance of the Martin Luther King Jr. Bridge
on Benton Avenue in Springfield.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-5901838 by the Commission is within the city limits of Springfield, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and

incorporated herein by reference. More specific descriptions are as follows:

Bridge on N Benton Ave south of E Chestnut Expressway

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

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

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

(6) INVENTORY AND INSPECTION: The City shall:

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

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

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

improvement.

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

(9) INSURANCE:

(A) The City is required or 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 the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

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

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

City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(12) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project STBG-5901838 or contemplated by this Agreement.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be **80** percent not to exceed **\$935,284**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

(16) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-5901838 will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

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

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

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

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

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

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

(23) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A

copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

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

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

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

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

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

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

- (A) To the City:
Evan Bergmann, EI
evan.bergmann@springfieldmo.gov
417-864-1969
- (B) To the Commission:
Garrett Evans, EI
Garrett.evans@modot.mo.gov
417-895-7638

or to such other place as the parties may designate in accordance with this Agreement.

To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

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

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

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

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

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

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

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

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (30) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

[Remainder of Page Intentionally Left Blank]

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

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

Title _____

By _____
Title _____

ATTEST:

By _____
Title _____

Secretary to the Commission

By _____
Title _____

Approved as to Form:

By _____
Title _____

Commission Counsel

ATTEST:
By _____
Title _____

Approved as to Form:

By _____
Title _____

Ordinance: _____

Exhibit A - Location of Project

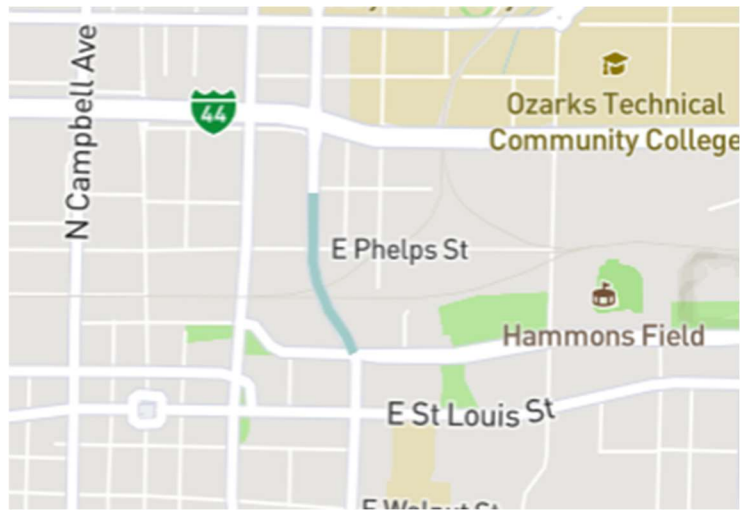


Exhibit B – Project Schedule

Project Description: STBG-5901838

Task	Date
Date funding is made available or allocated to recipient	7/2024
Plans, Specifications & Estimate (PS&E) Submittal	12/2025
Plans, Specifications & Estimate (PS&E) Approval	1/2026
Advertisement for Letting	2/2026
Bid Opening	3/2026
Construction Contract Award or Planning Study completed (REQUIRED)	5/2026

*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

DRAFTER'S NOTE: *Print Form 1273 from the following website and attach as Exhibit C <http://www.fhwa.dot.gov/programadmin/contracts/1273.pdf>.*

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. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* 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. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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 journeyworkers 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 must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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. a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

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 watchpersons 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 and interest from the date of the underpayment. 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 watchpersons 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) 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

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

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 200.327.

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 200.327.

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.

* * * * *

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

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

(1) 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;

(2) 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

(3) 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)

b. 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 2

Budget Adjustment
006

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	\$935,284	Federal Surface Transportation Block Grant (STBG) Revenues through the Missouri Highways & Transportation Commission
Net Revenue Adjustment						\$935,284	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	509110	000000	00000	\$935,284	Martin Luther King Jr. Bridge On Benton Avenue Rehabilitation & Maintenance
Net Expenditure Adjustment						\$935,284	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2024-25 Budget by appropriating \$935,284 of federal Surface Transportation Block Grant (STBG) funds for the rehabilitation and maintenance of the Martin Luther King Jr. Bridge on Benton Avenue.

Requested By:

Dan Smith July 2, 2024
Department Head Date

Approved By:

DJ Hill July 2, 2024
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2024-126
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2024-127 (HARDINGER)

FILED: 06/20/2024

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A resolution authorizing the City Manager, or designee, to accept \$1,000,000 in grant funds from the United States Environmental Protection Agency for the Revolving Loan Fund Grant Supplemental Funding program to provide additional loans and subgrants for environmental cleanups in Springfield through the City's Brownfields Revolving Loan Fund.

PURPOSE: To adopt a resolution authorizing the City Manager, or designer, to accept \$1,000,000 in grant funds from the United States Environmental Protection Agency ("EPA") for the Revolving Loan Fund Grant Supplemental Funding program to provide additional loans and subgrants for environmental cleanups in Springfield through the City's Brownfields Revolving Loan Fund ("RLF").

BACKGROUND INFORMATION: Since 1999, the City of Springfield has received Environmental Assessment grants, Cleanup grants, Revolving Loan Fund ("RLF") grants and Supplemental RLF grant funds through the city's EPA-funded Brownfields Program. The City's Brownfields RLF program was established in 2009 and has been utilized to provide loans to eligible private entities and subgrants to non-profit organizations to clean up contaminated properties. Loans and subgrants made through this program have been used as an incentive for environmental cleanups that improves community health and the environment, eliminated blighted properties, and facilitated the redevelopment and reuse of property for the benefit of the community. Applications for RLF funding or subgrants are reviewed by the Brownfields Committee for compliance with the policies and procedures of the Brownfields Revolving Loan Fund. Loans and subgrants can be made for eligible properties located within the city limits of Springfield.

The Brownfields program supports the following City Council Priorities:

- Quality of Place
- Economic Vitality
- Public Safety
- Fiscal Sustainability
- Quality Housing Options

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 6/27/2024

Attachments: 1. Brownfields RLF Supplemental Grant 2024 _ Res

One-rdg. X
P. Hrngs.
Pgs. 4
Filed 07-02-24

Sponsored by: Hardinger

COUNCIL BILL 2024-127 RESOLUTION

A RESOLUTION

1 AUTHORIZING the City Manager, or designee, to accept \$1,000,000 in grant funds
2 from the United States Environmental Protection Agency for the
3 Revolving Loan Fund Grant Supplemental Funding program to
4 provide additional loans and subgrants for environmental cleanups in
5 Springfield through the City’s Brownfields Revolving Loan Fund.
6
7

8 WHEREAS, the City of Springfield has received environmental assessment
9 grants, cleanup grants, Revolving Loan Fund (“RLF”) grants, and Supplemental RLF
10 grant funds, from the United States Environmental Protection Agency (“EPA”), which
11 have funded Brownfields Program since 1999; and
12

13 WHEREAS, EPA’s Revolving Loan Fund Grant Supplemental funding will
14 provide funding for loans to eligible private entities and subgrants to non-profit
15 organizations to clean up contaminated properties, with loans and subgrants made
16 through the City’s Brownfields Program, with the loans used as an incentive for
17 environmental cleanups that improve community and the environment, eliminate
18 blighted properties, and facilitate the redevelopment and reuse of property for the
19 benefit of the community; and
20

21 WHEREAS, the Brownfields Program supports the City Council Priorities of
22 Quality of Place, Economic Vitality, Public Safety, Fiscal Sustainability, and Quality
23 Housing Options.
24

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

28 Section 1 – The City Manager, or designee, is hereby authorized to accept
29 \$1,000,000 in grant funds from the United States Environmental Protection Agency
30 (“EPA”) for the Revolving Loan Fund Grant Supplemental Funding program to provide
31 additional loans and subgrants for environmental cleanups in Springfield through the
32 City’s Brownfields Revolving Loan Fund.
33

34 Section 2 – This Resolution shall be effective immediately upon adoption.
35

36 Passed at meeting: _____

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Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: Laura Vales, Assistant City Attorney

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



EXPLANATION TO COUNCIL BILL 2024-128 (JENSON)

FILED: 06/17/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.70 acres of property generally located at 1400 West Walnut Street from R-SF, Single-Family Residential District to O-1, Office District; and adopting an updated Official Zoning Map. (By: First General Baptist Church of Springfield; 1400 W. Walnut St.; Z-14-2024).

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.7 acre of property generally located at 1400 West Walnut Street from R-SF, Single-Family Residential District to O-1, Office District. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-14-2024

The applicant is requesting to rezone approximately 0.7 acres of property generally located at 1400 West Walnut Street from R-SF, Single-Family Residential District to O-1, Office District. The applicant intends to allow for administrative, professional and medical office uses in the existing structure.

REMARKS: The Planning and Zoning Commission held a public hearing on June 13, 2024, 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 0.7 acre of property generally located at 1400 West Walnut Street from R-SF, Single-Family Residential District to O-1, Office District. The applicant intends to allow for administrative, professional and medical office uses in the existing structure.

2. This application is consistent with the Center City Neighborhood placetype which consists of 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 intersections, streetcar routes, and neighborhood centers. These building types and commercial uses were integrated into the neighborhood fabric.

3. The creation of neighborhood-scale commercial should focus on the incorporation of context-sensitive designs and low intensity uses to ensure integration into the surrounding area. These low intensity uses could include dining, personal services, office, and essential goods. These nodes could be located along historic streetcar routes or higher classification roadways on the edges of the neighborhood.
4. The subject property has access to City Utilities' infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
5. There are a few changing conditions in the area affected that make the proposed rezoning necessary. Minor development of property within the vicinity has been occurring.
6. The range of uses in the proposed O-1 district is compatible with the uses permitted on other property in the immediate vicinity. There is HM zoning to the north and CS zoning to the west of the subject property. This will provide for a step-down zoning approach from the R-SF to the east and south. The existing building is already being used for non-residential uses.
7. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.
8. The impact 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.
9. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
10. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied. The property would be allowed to have a church or other R-SF uses.
11. A Bufferyard Type C is required between the properties zoned O-1 and R-SF to the south. If a six-foot solid wood fence is provided, then the bufferyard can be reduced by 5 feet. This bufferyard would need to be established according to Section 36-482 when building permits are issued.

STAFF RECOMMENDATION: 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: Daniel Neal, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 6/27/2024

- Attachments:**
1. Z-14-2024 1400 West Walnut Street_Ord
 2. Z-14-2024_exh A
 3. Z-14-2024_exh B
 4. Z-14-2024_exh C

One-rdg. _____
P. Hrngs. X
Pgs. 39
Filed: 07-02-24

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-128

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 0.70 acres of property generally located at 1400 West Walnut
4 Street from R-SF, Single-Family Residential District to O-1, Office
5 District; and adopting an updated Official Zoning Map.
6 _____
7

8 WHEREAS, an application has been filed for a zoning change of the property
9 generally located at 1400 West Walnut Street from R-SF, Single-Family Residential
10 District to O-1, Office District; and
11

12 WHEREAS, following proper notice, the Planning and Zoning Commission held a
13 public hearing on June 13, 2024, a copy of the Record of Proceedings from said public
14 hearing being attached hereto and incorporated herein by this reference as "Exhibit B,"
15 and said Commission made its recommendation; and
16

17 WHEREAS, the City has reviewed the applicant's request and prepared a staff
18 report concerning the application, which is attached hereto and incorporated herein by
19 this reference as "Exhibit C"; and
20

21 WHEREAS, proper notice was given of a public hearing before City Council, and
22 said hearing was held in accordance with the law.
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 property generally located at 1400 West Walnut Street and
28 described in "Exhibit A," which is attached hereto and incorporated herein by this
29 reference, is hereby rezoned from R-SF, Single-Family Residential District to O-1,
30 Office District. Springfield Land Development Code, Section 36-306, 'Official zoning
31 map and rules for interpretation,' is hereby amended, changed, and modified consistent
32 with this Ordinance.
33

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

39
40 Section 3 – The Official Zoning Map herein adopted shall be maintained and
41 archived in the same digital form in which this Council has approved its adoption.

42
43 Section 4 – This Ordinance shall be in full force and effect from and after
44 passage.

45
46 Passed at meeting: _____

47
48 _____
49 Mayor

50
51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

54
55 Approved as to form: Laura Vales
56 _____, Assistant City Attorney

57
58 Approved for Council action: Jason A. Hays
59 _____, City Manager

EXHIBIT A
LEGAL DESCRIPTION

ALL OF LOTS 107 AND 108 IN THE RECORDED PLAT OF WEST END ADDITION TO THE CITY OF SPRINGFIELD AND ALL OF LOT 9 IN THE RECORDED PLAT OF GEIGER AND ABBOTTS ADDITION TO THE CITY OF SPRINGFIELD. ALSO, THAT PORTION OF A 10.00 FOOT VACATED ALLEY ALONG THE SOUTH SIDE OF LOTS 107 AND 108 IN SAID WEST END ADDITION AND A 2.00 FOOT VACATED ALLEY ALONG THE NORTH SIDE OF LOT 9 IN SAID GEIGER AND ABBOTTS ADDITION. ALL ALLEYS BEING VACATED ON AUGUST 16, 1976, BY CITY ORDINANCE NO. 17441; EXCEPT A PART OF LOT 9 IN GEIGER AND ABBOTTS ADDITION TO THE CITY OF SPRINGFIELD. MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 65.05 FEET (PLATTED 50.00 FEET) TO AN IRON PIN SET AT THE NORTHEAST CORNER OF SAID LOT 9; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 100.00 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID LOT 9, A DISTANCE OF 65.05 FEET TO AN IRON PIN SET ON THE SOUTH LINE OF SAID LOT 9; THENCE EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. ALL BEING IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT B
RECORD OF PROCEEDINGS
Planning and Zoning Commission – June 13, 2024

Z-14-2024

1400 West Walnut Street

Applicant: First General Baptist Church of Springfield

Mr. Neal stated that this is a request to rezone approximately 0.7 acre of property from R-SF, Single-Family Residential District to O-1, Office District.

Ms. Candance Fruge' 639 S. Grant Avenue here on behalf of the clinic owner and believes the location is well suited to have as a continuous activity/treatment facility for children with autism. She also noted that there were no objections during the neighborhood meeting.

Ms. Broekhoven closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commission Board Member Colony moved to approve Z-14-2024, Commissioner Knuckles seconded the motion. It **Passed** with the following vote. Ayes: Commissioner Ridge, Commissioner Broekhoven, Commissioner Gunther, Commissioner Pauly, Commissioner Scott, Commissioner Lebeck, Commissioner Colony, Commissioner Knuckles. Nays: None. Absent: Commissioner Doennig. Abstain: None.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', written over a horizontal line.

Bob Hosmer, AICP
Planning Manager



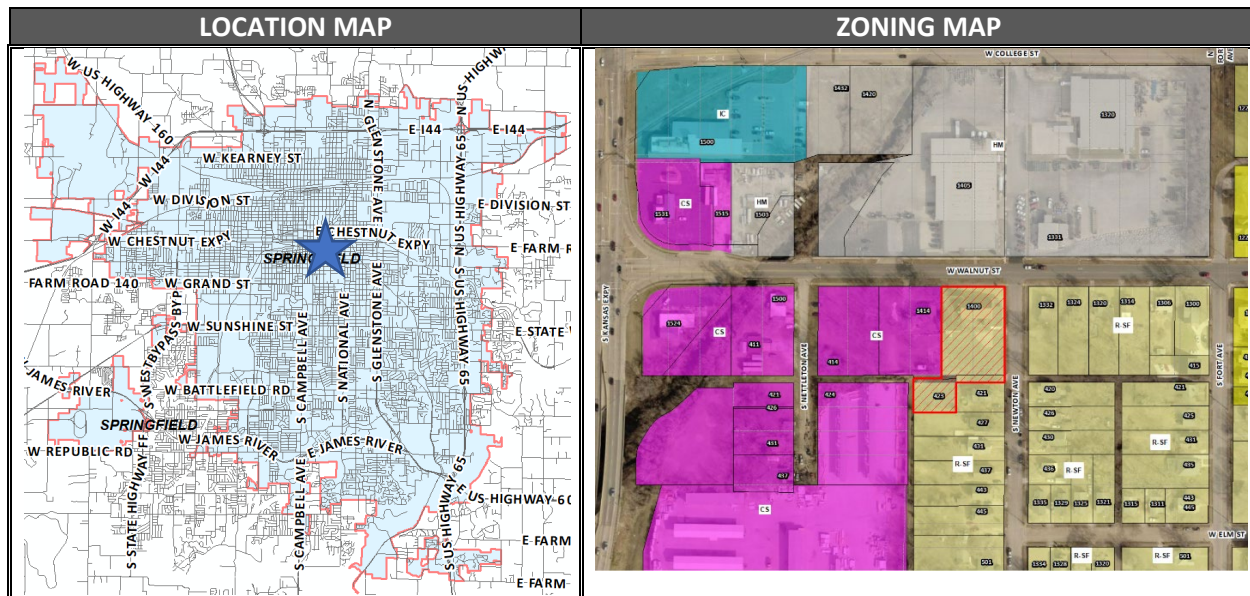
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-14-2024
Location:	1400 W. Walnut Street
Total Acres:	0.7 acres
Applicant:	First General Baptist Church of Springfield
Existing Land Use:	Church uses
Neighborhood Meeting:	May 23, 2024
Planning and Zoning Commission:	June 13, 2024
City Council:	July 8, 2024
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-14-2024 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

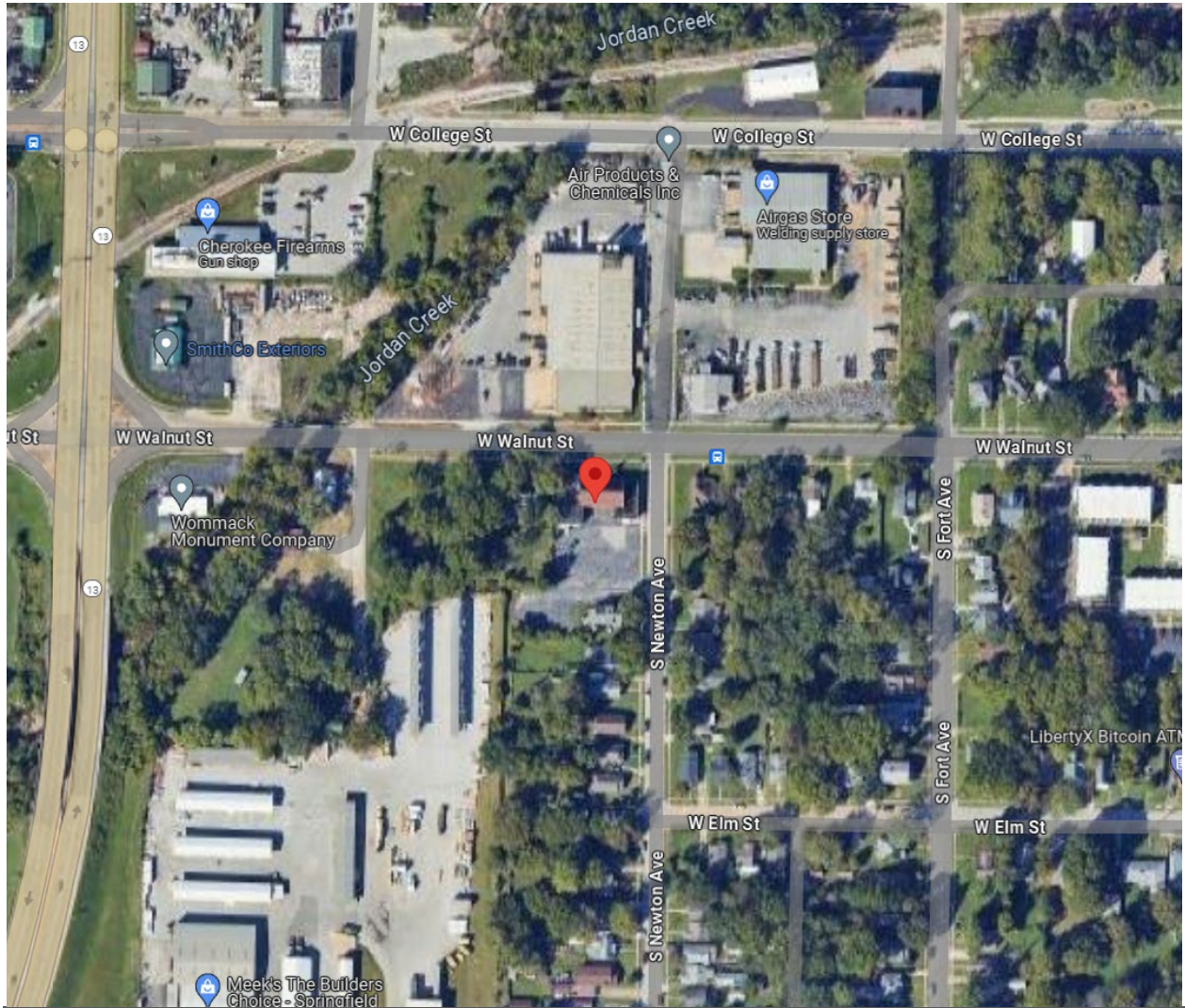
PROJECT SUMMARY:

Request to rezone approximately 0.7 acres of property generally located at 1400 West Walnut Street from R-SF, Single-Family Residential District to O-1, Office District.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE STREETVIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was zoned R-SF in the 1995 city-wide remapping.

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 O-1 DISTRICT
Use Limitations	(a) All activities and permitted uses except off-street parking and loading facilities, drive-thru facilities and day care activities shall be conducted entirely within a completely enclosed building. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code.

DEVELOPMENT REVIEW STAFF REPORT

	(d) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Minimum Lot Size	Not applicable to the O-1 District
Maximum Height	Thirty-five feet, except that all structures shall remain below a 45-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Bulk Plane	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundaries of any R-SF or R-TH district.
Minimum Yard Requirements	1. <i>Front yard:</i> a. Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space, and yard regulations. b. Fifteen feet along a street classified as a local street or as required by section 36-453, supplemental open space, and yard regulations. 2. <i>Side yards:</i> Ten feet on each side of a lot or as required by section 36-453, supplemental open space and yard regulations, provided that no side yard is required for any building that has a common wall on a lot line. 3. <i>Rear yards:</i> Twenty percent of the lot depth, but may not be less than ten feet nor more than 25 feet be required.
Minimum Open Space	Not less than 20 percent of the total lot area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover and other landscaping materials.
Design Requirements	(a) A site plan meeting the requirements of section 36-360, site plan review, shall be submitted and approved. (b) A landscape plan meeting the requirements of section 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted, and approved. (c) All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with section 36-480, screening, and fencing.

DEVELOPMENT REVIEW STAFF REPORT

	(d) All outdoor storage and refuse storage areas shall be screened from view in accordance with section 36-480, screening, and fencing. (e) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with section 36-480, screening, and fencing. (f) Lighting shall be designed to reflect away from any adjacent or nearby residential area and in accordance with section 36-484, lighting standards. (g) Accessory buildings and structures shall meet the requirements of section 36-450, accessory structures and uses.
Buffering and Landscaping	Whenever any development in an O industrial commercial district is located adjacent to a different zoning district, screening and a bufferyard shall be provided in accordance with sections 36-480, screening, and fencing, and 36-482, landscaping and bufferyards.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within 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 intersections, 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.

Center City Neighborhoods consist of housing of varying conditions, age, affordability, and vacancies. Opportunities for infill development are pursued where appropriate, diversifying the housing stock. Much of the housing stock uses traditional stick-framed construction with lap siding or masonry veneer. Elevated porches with columns and stoops are focal points

DEVELOPMENT REVIEW STAFF REPORT

common to homes in these areas. Infill can include higher density residential development that should blend with the surrounding character. Vacant and underutilized properties are considered for new uses, such as pocket parks, community gardens, or small neighborhood commercial nodes as well as housing.

The creation of neighborhood-scale commercial should focus on the incorporation of context sensitive designs and low intensity uses to ensure integration into the surrounding area. These low intensity uses could include dining, personal services, office, and essential goods. These nodes could be located along historic streetcar routes or higher classification roadways on the edges of the neighborhood.

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

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:

DEVELOPMENT REVIEW STAFF REPORT

- 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.
- Residential subdivisions are designed and platted in more conventional layouts with shorter blocks.
- 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:

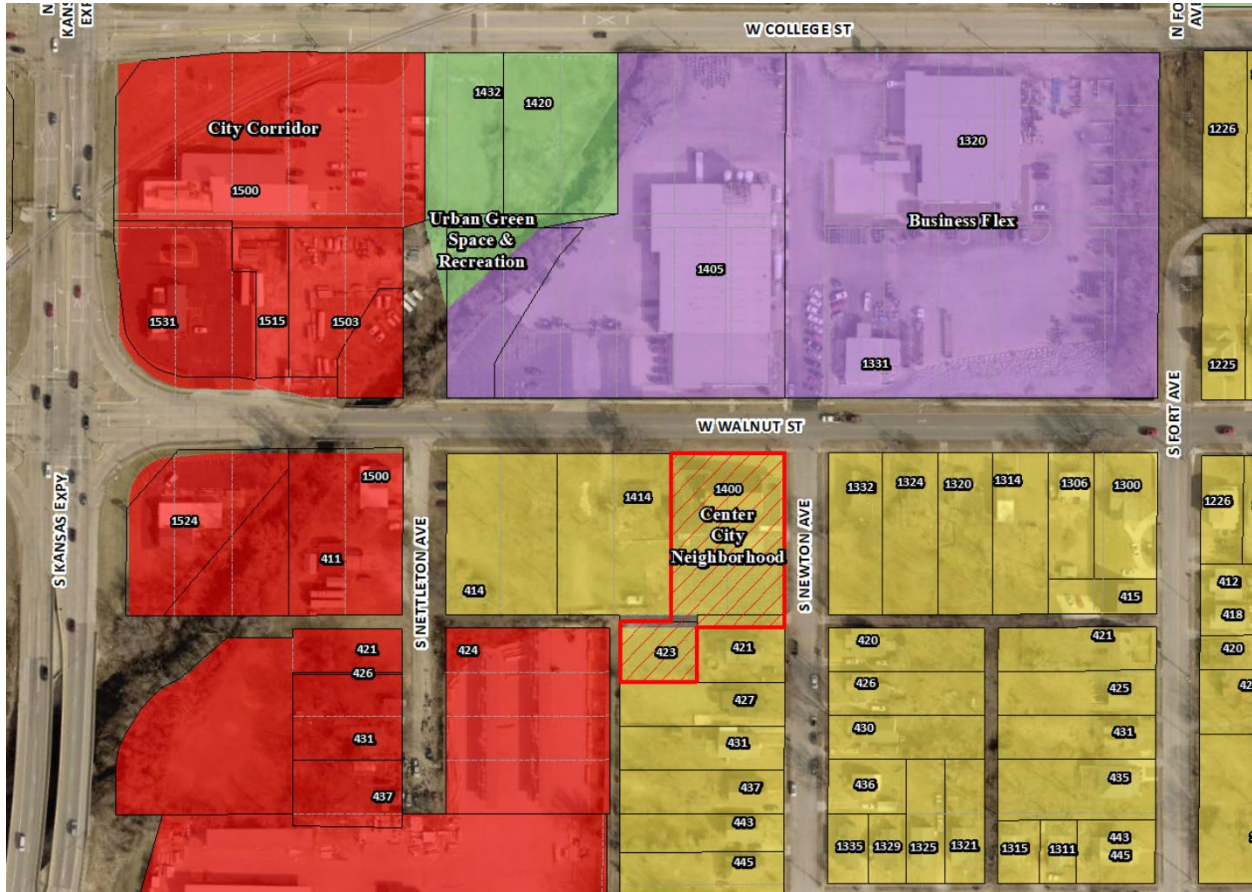
- A “stepped down” approach is used to transition from higher density/intensity residential and non-residential uses to single-family residential homes and uses, with greater densities/intensities located on higher functioning roadways, at the periphery of the neighborhood.

DEVELOPMENT REVIEW STAFF REPORT

- 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 & Private Schools & Service	Public & Private Schools & Places of Worship	Government, Colleges & Vocational Schools	Personal Storage	Outdoor Sales & Service	Warehousing & Distribution Facilities	Heavy Industry & Manufacturing	Airport, Railroad & Freight Facilities
Residential Neighborhood	●	○	◇	○		◇		◇		○							
Mixed Residential	●	●	○	○		◇		◇		○							
Downtown			●	●	○	○	●		●	○	○						
Mixed-Use	○	○	●	○	○	○	●		●	○							
City Corridor			●	○	●	○	●		●	○	○	●	○				
Institutional & Employment Center			○	○	○	○	○		○	○	●	●					
Business Flex				○	○	○	○	●		○	○	●	●	●		○	
Industry & Logistics				○	○	○		○		○		○	●	●	●	●	
Urban Green Space & Recreation				●	●	○											

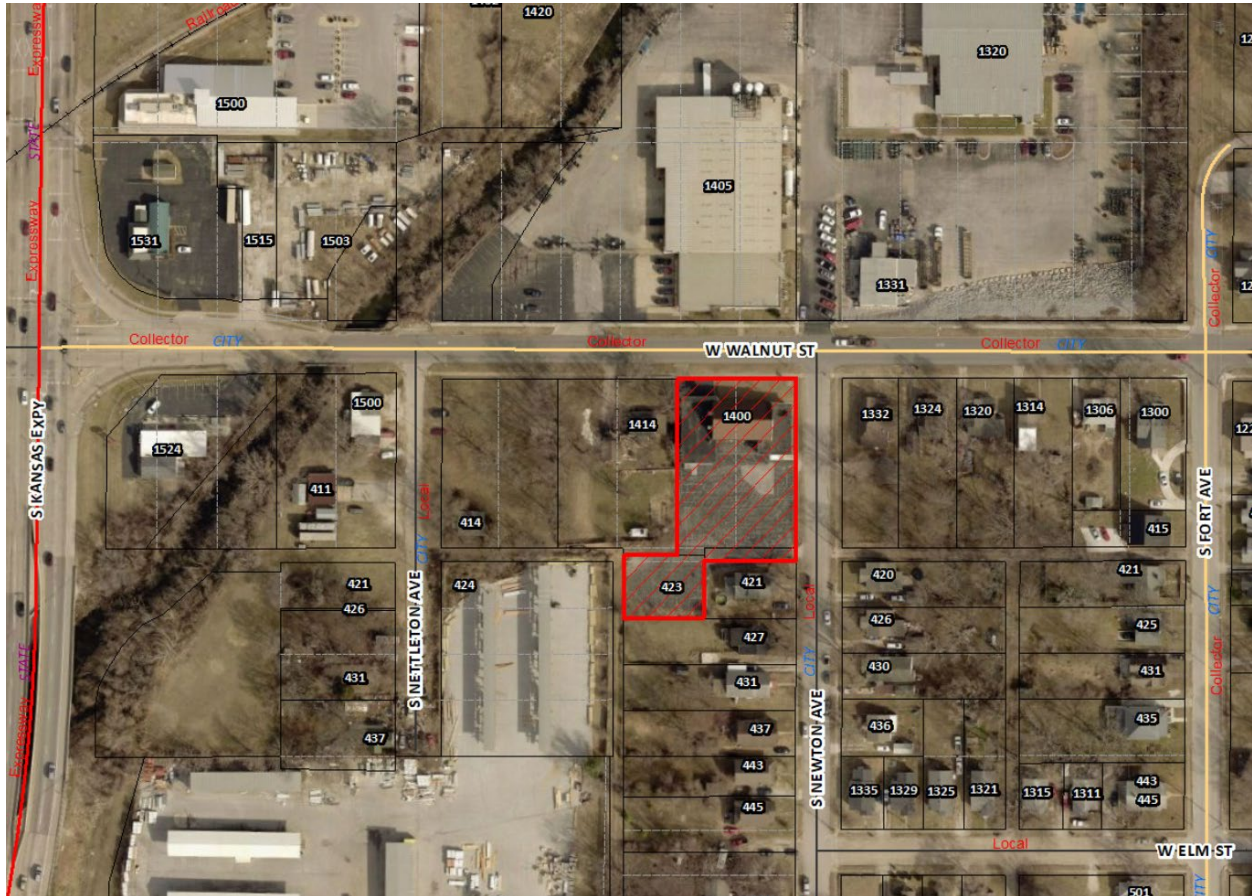
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM	R-SF	R-SF	CS
LAND USE	Industrial/manufacturing uses	Single-family residential	Single-family residential	Single-family residential
PLACETYPES	Business Flex	Center City Neighborhood	Center City Neighborhood	Center City Neighborhood

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed rezoning.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues. Tract has access to public sewer.

FIRE DEPARTMENT:

No comments.

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. Walnut St	Collector	City	30	30	NA	No	Yes	Yes
Street 2	S. Newton Avenue	Local	City	25	25	NA	No	Yes	Yes

ACCESS - All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There is one (1) bus stop 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

No existing detention or water quality Stormwater Control Measures are present. The property is in the **Jordan Creek Lower Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city **is not** aware of a sinkhole or other Karst feature at this location. The property **does not have a stream buffer on site**. A fee in lieu of on-site stormwater detention **is not applicable because the site is built out**.

PW Stormwater has no concerns for the proposed change from R-SF to O-1. 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. 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 Site is existing 95% impervious area.

WATER QUALITY REQUIREMENTS

N/A

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

N/A

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 0.7 acres of property generally located at 1400 West Walnut Street from R-SF, Single-Family Residential District to O-1, Office District. The applicant intends to allow for administrative, professional and medical office uses in the existing structure.
2. This application is consistent with the Center City Neighborhood placetype which consists of 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 intersections, streetcar routes, and neighborhood centers. These building types and commercial uses were integrated into the neighborhood fabric.
3. The creation of neighborhood-scale commercial should focus on the incorporation of context sensitive designs and low intensity uses to ensure integration into the surrounding area. These low intensity uses could include dining, personal services, office, and essential goods. These nodes could be located along historic streetcar routes or higher classification roadways on the edges of the neighborhood.
4. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.

DEVELOPMENT REVIEW STAFF REPORT

5. There are few changing conditions in the area affected that make the proposed rezoning necessary. Minor development of property within the vicinity has been occurring.
6. The range of uses in the proposed O-1 district is compatible with the uses permitted on other property in the immediate vicinity. There is HM zoning to the north and CS zoning to the west of the subject property. This will provide for a step-down zoning approach from the R-SF to the east and south. The existing building is already being used for non-residential uses.
7. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.
8. The impact 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.
9. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
10. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied. The property would be allowed to have church or other R-SF uses.
11. A Bufferyard Type C is required between the properties zoned O-1 and R-SF to the south. If a six foot solid wood fence is provided, then the bufferyard can be reduced by 5 feet. This bufferyard would need to be established according to Section 36-482 when building permits are issued.

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.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification.
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Residential SF to Office 1
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 5-23-2024 4-6:30 pm
3. Meeting Location: 1400 W. Walnut Springfield MO 65806
4. Number of invitations that were sent: All of the labels provided by P & Z
5. How the mailing list was generated: P & Z made labels
6. Number of neighbors in attendance (attach a sign-in sheet): 6

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).

1. Neighbor thought the whole block was being changed
→ Clarified it was just the church property

2. Neighbor was concerned it would be another KVC
overnight at risk youth facility (Kids removed from home)
→ Clarified it was day program for Autism and not
for at risk youth, overnight or Kids removed from home

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

We received no written comments

Neighbors were in support of the rezoning
as well as neighborhood association.
We did not receive any objections.

I, Candace Frugé (print name), attest that the neighborhood meeting was held on
5-23-2024 (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."

Candace Frugé
Signature of person completing affidavit

Candace Faith Frugé 05/29/2024

Candace Faith Frugé

Candace Frugé
Printed name of person completing affidavit

Michael Miser 05/29/2024

Michael Miser

NAME	ADDRESS	PHONE
Matthew Hyde	1414 W Walnut St. Springfield	417-669-1285
Nick Willett	501 S. Newton Ave	417-693-4830
Bob Guff	414 N. Newton	874-480
Emily J Hinkley	→ 4205 Newton Ave	417 —
Lauren Kelsey	1015 W. Walnut St	



EXPLANATION TO COUNCIL BILL 2024-129 (SIMPSON)

FILED: 06/20/2024

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 .70 acres of property generally located at 1102, 1106, 1114, and 1120 East Cherokee Street from R-SF, Single-Family Residential District to R-MD, Medium-Density Multifamily Residential District with Conditional Overlay District No. 247; and adopting an updated Official Zoning Map. (By: One Hundred Two Glenstone Inc.; 1102, 1106, 1114, & 1120 East Cherokee Street; Z-2-2024 w/ Conditional Overlay District No. 247).

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.70 acres of property generally located at 1102, 1106, 1114 & 1120 East Cherokee Street from R-SF, Residential Single-family to R-MD, Medium Density Multi-Family Residential District with Conditional Overlay District No. 247 (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-2-2024/ CONDITIONAL OVERLAY DISTRICT NO. 247

The applicant is requesting to rezone approximately 0.70 acres of property generally located at 1102, 1106, 1114 & 1120 East Cherokee Street from R-SF, Residential Single-family to R-MD, Medium Density Multi-Family Residential District with Conditional Overlay District No. 247. The applicant intends to develop a multi-family development.

REMARKS: The Planning and Zoning Commission held a public hearing on June 13, 2024, and recommended denial, by a vote of 2 to 5. Commissioner Ridge did not vote. Please see Exhibit C, the Record of Proceeding from the Planning and Zoning Commission meeting, for the Commission's reasoning underlying the denial recommendation.

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 0.70 acres of property generally located at 1102, 1106, 1114 & 1120 East Cherokee Street from R-SF, Residential

Single-Family to R-MD, Medium Density Multi-Family Residential District with Conditional Overlay District No. 247. The applicant intends to develop a multi-family development.

2. The Comprehensive Plan's Land Use & Development chapter identifies the subject property as the Traditional neighborhood placetype. This placetype lists low-intensity multi-family as a supporting land use.

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

4. This application is consistent with the Comprehensive Plan's Housing and Neighborhoods chapter which encourages creative housing solutions to add housing diversity and support downsizing households, young professionals, and aging-in-place. The Plan encourages the use of "missing middle" housing types. Missing middle housing sits in the middle of the development spectrum between single-family homes and mid-rise to high-rise apartment buildings. These housing types should be integrated into Springfield's existing neighborhoods to increase housing diversity and provide a wider, more equitable range of housing choices.

5. Missing middle housing types provide opportunities for the city to increase the diversity of its housing stock through moderate increases in density, while maintaining the neighborhood character Springfield residents cherish. They range from low density duplexes to mid-density multiplexes and triplexes, which can be integrated into the City's housing mix by using single-family lots to accommodate two to three units in a context-sensitive manner.

6. The Plan recommends a "stepped down" approach to be 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. The subject property is located on Cherokee Street, classified as a collector roadway and near National Avenue, classified as a primary arterial. Traffic from the proposed development does not have to traverse through a neighborhood to get to a higher-classification street.

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 a few changing conditions in the area affected that make the proposed rezoning necessary. Minor development of property within the vicinity has been occurring.

9. The range of uses in the proposed R-MD district is compatible with the uses permitted on other property in the immediate vicinity. There are duplexes and multi-family developments along the north side of Cherokee Street.

10. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.

11. The impact of the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity.

12. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.

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

STAFF RECOMMENDATION: Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Traditional 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 6/27/2024

Attachments:

1. Z-2-2024 COD 247 - 1102, 1106, 1114, and 1120 East Cherokee Street_Ord
2. Z-2-2024 COD 247_exh A
3. Z-2-2024 COD 247_exh B
4. Z-2-2024 COD 247_exh C
5. Z-2-2024 COD 247_exh D

One-rdg. _____
P. Hrngs. X
Pgs. 22
Filed: 07-02-24

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-129

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 .70 acres of property generally located at 1102, 1106, 1114, and
4 1120 East Cherokee Street from R-SF, Single-Family Residential
5 District to R-MD, Medium-Density Multifamily Residential District
6 with Conditional Overlay District No. 247; and adopting an updated
7 Official Zoning Map.
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 1102, 1106, 1114, and 1120 East Cherokee Street from R-SF,
12 Single-Family Residential District to R-MD, Medium-Density Multifamily Residential
13 District with Conditional Overlay District No. 247; and
14

15 WHEREAS, Conditional Overlay District No. 247 shall modify the requirements of
16 the Springfield Land Development Code Section 36-383, Medium-Density Multifamily
17 Residential District, by requiring that the property described in "Exhibit B" comply with
18 the requirements described in "Exhibit A," both attached hereto and incorporated herein
19 by this reference; and
20

21 WHEREAS, following proper notice, the Planning and Zoning Commission held a
22 public hearing on June 13, 2024, a copy of the Record of Proceedings from said public
23 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
24 and said Commission made its recommendation; and
25

26 WHEREAS, the City has reviewed the applicant's request and prepared a staff
27 report concerning the application, which is attached hereto and incorporated herein by
28 this reference as "Exhibit D"; and
29

30 WHEREAS, proper notice was given of a public hearing before City Council, and
31 said hearing was held in accordance with the law.
32

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

34 SPRINGFIELD, MISSOURI, as follows, that:

35
36 Section 1 – The property described in "Exhibit B," which is attached hereto and
37 incorporated herein by this reference, is hereby rezoned from R-SF, Residential Single-
38 Family District to R-MD, Medium-Density Multifamily Residential District with Conditional
39 Overlay District 247. Springfield Land Development Code, Section 36-306, 'Official
40 zoning map and rules for interpretation,' is hereby amended, changed, and modified
41 consistent with this Ordinance.

42
43 Section 2 – City Council hereby establishes Conditional Overlay District No. 247,
44 which shall contain the requirements and standards provided in "Exhibit A," which is
45 attached hereto and incorporated herein by this reference as though set forth herein.
46 The requirements of Conditional Overlay District No. 247 shall modify the requirements
47 of the Springfield Land Development Code Section 36-383, Medium-Density Multifamily
48 Residential District, by requiring the property described in "Exhibit B" to comply with the
49 requirements contained in "Exhibit A."

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

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

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

62
63 Passed at meeting: _____

64
65 _____
66 Mayor

67
68 Attest: _____, City Clerk

69
70 Filed as Ordinance: _____

71
72
73 Approved as to form: Laura Vales, Assistant City Attorney

74
75
76 Approved for Council action: Jason A. Page, City Manager
77

EXHIBIT A

PROVISIONS FOR CONDITIONAL OVERLAY DISTRICT NO. 247

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

1. The maximum density shall be limited to twenty-two (21) dwelling units per acre for a maximum of 14 dwelling units total located within this district.
2. The maximum structure height shall be limited to two (2) stories.
3. A six (6) foot solid, wooden fence shall be required adjacent to property zoned R-SF, Residential Single-family along the south property line.
4. The development of the subject property shall be in substantial conformance to the Revised Multi-Family Location and Design Guidelines (Attachment 2), and the attached site plan and elevations (Attachment 4).

EXHIBIT B
LEGAL DESCRIPTION

All of Lots One (1), Two (2), Three (3) and Four (4) of Fredericks and Hicks Subdivision, a subdivision in the City of Springfield, Greene County, Missouri, as shown on the recorded plat thereof.

EXHIBIT C
RECORD OF PROCEEDING
Planning and Zoning Commission – June 13, 2024

Z-2-2024 COD 247

1102, 1106, 1114 & 1120 East Cherokee Street

Applicant: One Hundred Two Glenstone, Inc.

Mr. Sparlin stated that this is a request to rezone approximately 0.70 acres of property from R-SF, Residential Single-family to R-MD, Medium Density Multi-Family Residential District with Conditional Overlay District No. 247.

Mr. Knuckles asked if any drainage improvements were conducted in the area, and it was confirmed that there was substantial drainage improvements along Hampton Avenue up to Cherokee Street.

Mr. Scott asked about the connection/access to the south and staff noted that they developer wants to maintain access between the two apartments (current project and one apartment complex completed in 2018).

Mr. Daniel Richards, 1200 East Woodhurst Drive, Suite D200 stated that at the neighborhood meeting the concerns were “how many stories,” “density,” and “fencing” and have agreed to limit it to 2 stories and add a fence along the south property line and limit the density.

Mr. Colony asked if they feel that they have answered/met all of the neighborhood complaints.

Mr. Daniels feels that they have met all of the neighborhood complaints.

Ms. Broekhoven closed the public hearing.

Mr. Pauly voiced his concern regarding the neighborhood comments and does not see this following the step-down approach that Forward SGF recommends as it is right up against a residential neighborhood and will not be supportive of this project.

Mr. Lebeck also voiced his concerns stating that it does not follow the true step-down approach.

COMMISSION ACTION:

Planning and Zoning Commission Board Member Knuckles moved to approve Z-2-2024 COD 247, Commissioner Pauly seconded the motion. It **Failed** with the following vote.

Ayes: Commissioner Scott and Commissioner Knuckles. Nays: Commissioner Broekhoven, Commissioner Gunther, Commissioner Pauly, Commissioner Lebeck, and

Commissioner Colony. Absent: Commissioner Doennig. Abstain: None. Commissioner Ridge did not vote.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', with a long horizontal line extending to the right.

Bob Hosmer, AICP
Planning Manager



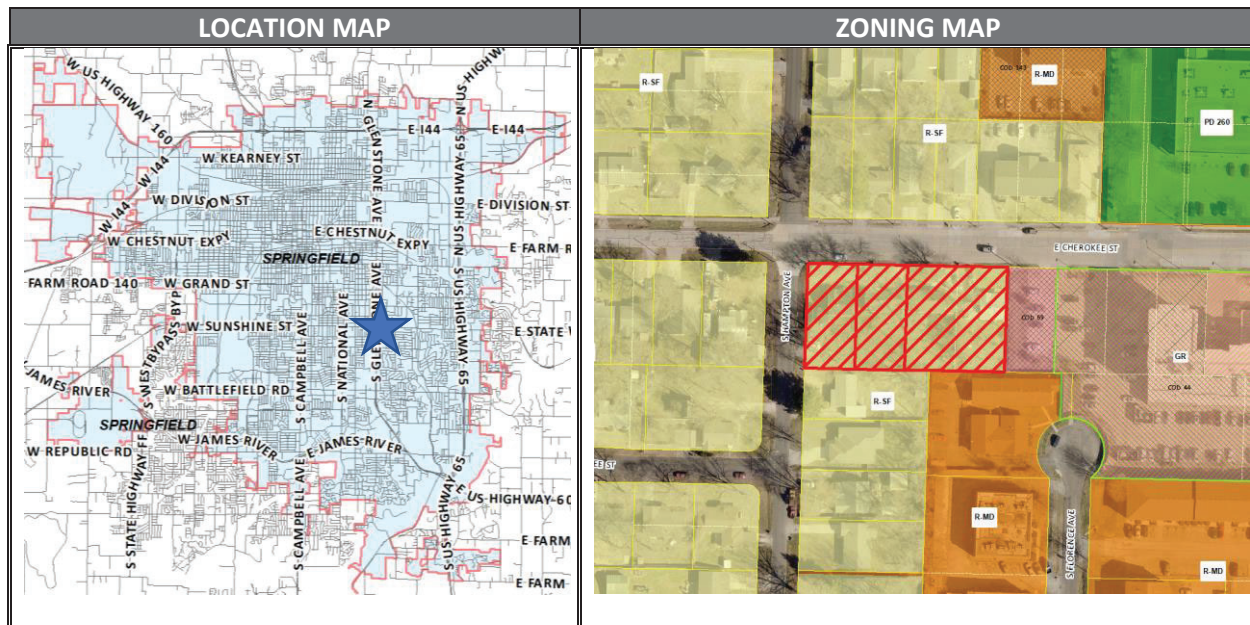
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION:

Case Number:	Z-2-2024 with Conditional Overlay District No. 247
Location:	1102, 1106, 1114 & 1120 East Cherokee Street
Total Acres:	0.70
Applicant:	One Hundred Two Glenstone Inc.
Existing Land Use:	Single-family homes
Neighborhood Meeting:	December 13, 2023
Planning and Zoning Commission:	June 13, 2024
City Council:	July 8, 2024
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-2-2024 with Conditional Overlay District No. 247 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).

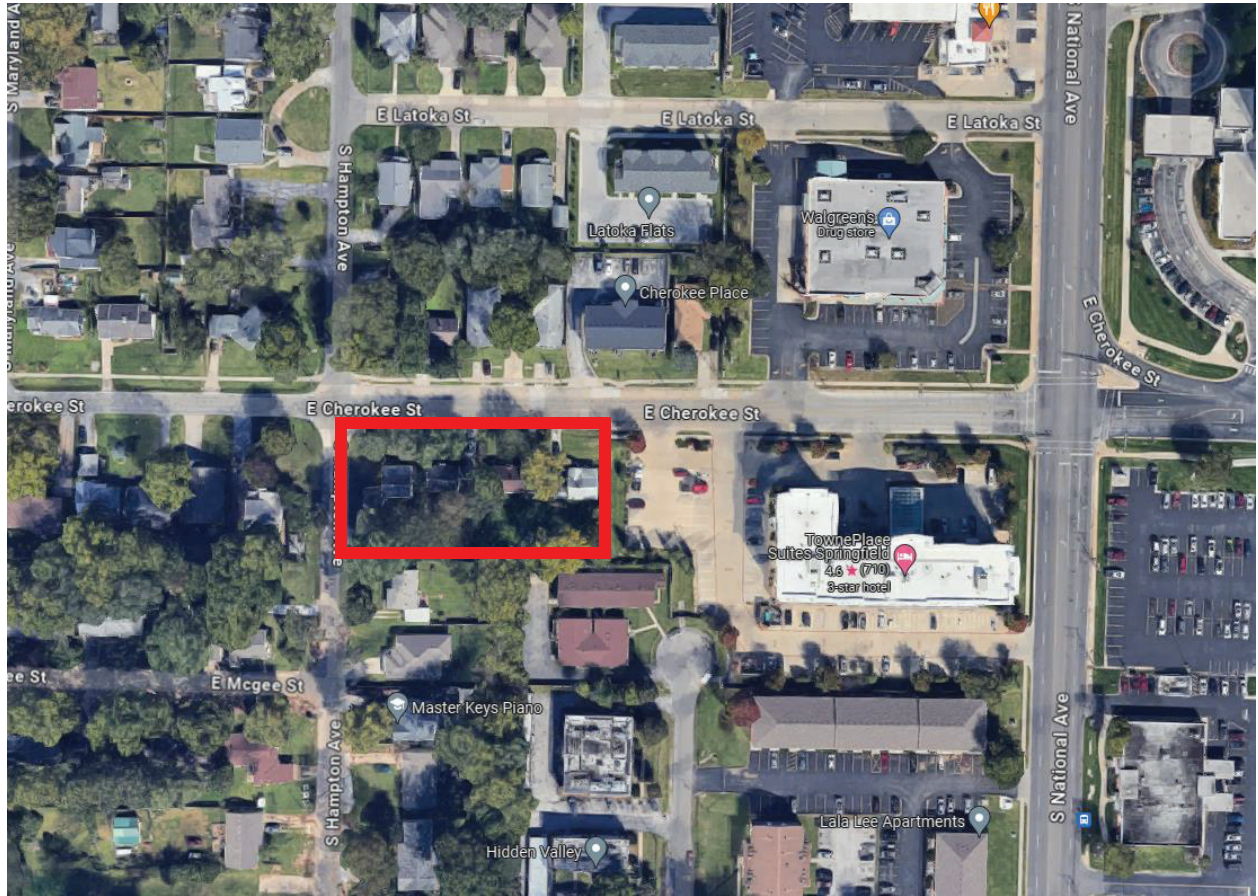
PROJECT SUMMARY:

Request to rezone approximately 0.70 acres of property generally located at 1102, 1106, 1114 & 1120 East Cherokee Street from R-SF, Residential Single-family to R-MD, Medium Density Multi-Family Residential District with Conditional Overlay District No. 247.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE STREETVIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was zoned R-SF in the 1995 city-wide remapping.

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

DEVELOPMENT REVIEW STAFF REPORT

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Traditional neighborhood placetype. 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.

Redevelopment of traditional single-family residential housing for higher-density housing or commercial should be limited to areas adjacent to identified activity centers, where circulation and access will not negatively affect the adjoining neighborhood.

LAND USES PRIMARY USES

- Single-family detached

SUPPORTING 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 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.

DEVELOPMENT REVIEW STAFF REPORT

- 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.

TRADITIONAL NEIGHBORHOOD

- Residential subdivisions are designed and platted with curvilinear streets in structured layouts that maximize use of land.
- Lots have uniform widths, depths, and setbacks that align with home sizes and densities.
- Attached garages are a standard element, typically integrated into the design of the home and make up a dominant part of the front elevation, reducing the on-street parking demands.
- Vehicular driveways are provided for each home and are accessed almost exclusively from the front or side street, limiting on-street parking opportunities.
- Neighborhoods are often self-regulated by covenants that limit use, size, and design of structures, as well as care and use of private amenities and common areas.

DEVELOPMENT REVIEW STAFF REPORT

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	Major, Artisan & Innovation Spokes	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehouse & Distribution Facilities
Residential Neighborhood	●	○	◇	○	◇	◇	○								
Mixed Residential	●	●	○	○	◇	◇	○								
Downtown	●	●	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex				○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics				○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation				○	○	○									

- **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype
- **Supporting Land Use:**
Less prevalent and serve to support the primary land use.
- ◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	GR COD 44	R-SF
LAND USE	Single-family homes, duplexes and multi-family apartments	Single-family, Multi-family apartments	Hotel	Single-family homes
PLACETYPES	Traditional neighborhood	Traditional neighborhood	Institutional & Employment Center	Traditional neighborhood

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues. Tract has access to public sewer.

FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	E. Cherokee St	Collector	City	30	30	NA	Yes	Yes	No
Street 2	S. Hampton Avenue	Local	City	25	25	NA	Yes	Yes	No

ACCESS - 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 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 **South Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city **is not** aware of a sinkhole or other Karst feature at this location. The property **does not have a stream buffer on site**.

A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**.

PW Stormwater has no concerns for the proposed change from R-SF to R-MD. 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

DEVELOPMENT REVIEW STAFF REPORT

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. The site plan is showing a detention for flood control along the Northside with discharge to either E Cherokee St or S Hampton Ave.
2. The recent City of Springfield S Hampton Ave Stormwater Improvements project has improved the storm sewer system downstream from this project.

WATER QUALITY REQUIREMENTS

1. The proposed project exhibit is 0.68 acres of total disturbance. Water quality would not be required with less than 1 acre of disturbance.
2. ES-Water Quality will recommend to the developer to save as many mature trees on site as possible before the wrecking permit is approved.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

1. Stormwater Control Measures are the responsibility of the property owner or property owners' association to maintain, repair, and update unless the agreement is made with the City to operate. Operation and maintenance agreements are required for any permanent stormwater control measures.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 0.70 acres of property generally located at 1102, 1106, 1114 & 1120 East Cherokee Street from R-SF, Residential Single-Family to R-MD, Medium Density Multi-Family Residential District with Conditional Overlay District No. 247. The applicant intends to develop a multi-family development.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Traditional neighborhood placetype. This placetype lists low-intensity multi-family as a supporting land use.
3. The R-MD District is intended to accommodate multi-family developments at densities up to approximately twenty-nine (29) dwelling units per acre. The applicant is requesting a maximum of twenty-one (21) dwelling units per acre. This density has been determined to be appropriate for this area based on an assessment completed under the Revised Multi-Family Development Location and Design Guidelines. That assessment resulted in a density of 21 to 24 dwelling units per acre with the Opportunities and Constraints section. Staff can support an increase in density based upon being adjacent to higher intensity uses, being in

DEVELOPMENT REVIEW STAFF REPORT

a redevelopment area and a physical barrier in the area. Further analysis of the proposed development under the Revised Multi-Family Development Location and Design Guidelines is attached (Attachment 2). The development must be in substantial conformance to the attached site plan (Attachment 4).

4. This application is consistent with the *Comprehensive Plan's Housing and Neighborhoods* chapter which encourages creative housing solutions to add housing diversity and support downsizing households, young professionals, and aging-in-place. The *Plan* encourages the use of "missing middle" housing types. Missing middle housing sits in the middle of the development spectrum between single-family homes and mid-rise to high-rise apartment buildings. These housing types should be integrated into Springfield's existing neighborhoods to increase housing diversity and provide a wider, more equitable range of housing choices.
5. Missing middle housing types provide opportunities for the city to increase the diversity of its housing stock through moderate increases in density, while maintaining the neighborhood character Springfield residents cherish. They range from low density duplexes to mid density multiplexes and triplexes, which can be integrated into the City's housing mix by using single-family lots to accommodate two to three units in a context-sensitive manner.
6. The *Plan* recommends a "stepped down" approach to be 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. The subject property is located on Cherokee Street, classified as a collector roadway and near National Avenue, classified as a primary arterial. Traffic from the proposed development does not have to traverse through a neighborhood to get to a higher classification street.
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. Minor development of property within the vicinity has been occurring.
9. The range of uses in the proposed R-MD district is compatible with the uses permitted on other property in the immediate vicinity. There are duplexes and multi-family developments along the north side of Cherokee Street.
10. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.
11. The impact of the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity.

DEVELOPMENT REVIEW STAFF REPORT

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 Traditional Neighborhood placetype and on the finding of facts above.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification.
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1

CONDITIONAL OVERLAY DISTRICT PROVISIONS NO. 247

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

1. The maximum density shall be limited to twenty-two (21) dwelling units per acre for a maximum of 14 dwelling units total located within this district.
2. The maximum structure height shall be limited to two (2) stories.
3. A six (6) foot solid, wooden fence shall be required adjacent to property zoned R-SF, Residential Single-family along the south property line.
4. The development of the subject property shall be in substantial conformance to the Revised Multi-Family Location and Design Guidelines and the attached site plan and elevations (Attachment 4).

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 2

MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINE ASSESSMENT

ZONING CASE Z-2-2024 & CONDITIONAL OVERLAY DISTRICT NO. 247

The applicant is requesting approval of a 14-unit multi-family apartments on 0.70 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 12 points. This density increase, combined with credits from the Opportunities and Constraints and Assessment Criteria Score, would allow for 21-24 dwelling units per acre (a total of 14 units maximum).

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

- A. Land Use Accessibility (2/3 points)
Two points were given for land use accessibility. There is neighborhood retail mix and a hospital within 1/4 mile and employment concentration with a 1/2 mile of the subject property.
- B. Connectivity Analysis (2/5 points)
Two out of a maximum of five points were given for connectivity. The proposed development received scores for its proximity to transit, sidewalks, and roadways.
- C. Road Network Evaluation (1/2 points)
A maximum of one point was given for the road network evaluation.
- D. Design Guidelines (6/6 points)
A maximum of six points were given for design guideline criteria. Below are the design considerations that have been incorporated into the proposed development.
 - 1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. Lighting sources or luminaries that do not have a cutoff and are used in parking lots and pedestrian ways shall not exceed a maximum of 15 feet in height. Pedestrian-scale lighting shall be provided within the development. Lighting sources or luminaries that do have a cutoff shall not exceed a maximum of 30 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted conforming to these requirements for building permits.
 - 2. Building Scale and Articulation - Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections, or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall follow the attached site plan and elevations.
 - 3. Building Orientation and Interior Landscaping – All building orientations will address Cherokee Street and Hampton Avenue to receive design points for this

DEVELOPMENT REVIEW STAFF REPORT

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 – The guidelines do not require amenities for developments under 20 dwelling units.
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 21 dwelling units per acre and to allow the additional density under the Opportunity and Constraints section.

Opportunities and Constraints

Although the maximum density based on the multi-family guidelines evaluation recommended 20 dwelling units per acre, additional density can be allowed based on special circumstances as described in the Guidelines Opportunity and Constraints section. Staff can support an increase in density based upon being adjacent to higher intensity uses, supports revitalization goals, and has a physical barrier within ½ mile of the site.

Opportunities and Constraints that apply:

1. How much higher density exists or is planned/approved for area?

DEVELOPMENT REVIEW STAFF REPORT

Staff may consider a recommendation of a higher density than that determined by the matrix calculation when the site is contiguous to higher intensity uses such as higher density multi-family, retail, office, and institutional uses on two or more sides.

The site is situated adjacent on to multi-family to the north, a hotel to the east and an institutional use (Mercy Hospital) with in a ¼ mile of the site.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

Attachment 3

1. Request change to zoning from: R-SF to R-MD
(existing zoning) (proposed zoning)
2. Meeting Date & Time: December 13, 2023; 4-6:30 pm
3. Meeting Location: Fire Station 1 Community Room, 720 E Grand St, Springfield, MO 65807
4. Number of invitations that were sent: 141
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 8
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

See the attached Neighborhood Meeting Summary and comment sheets.

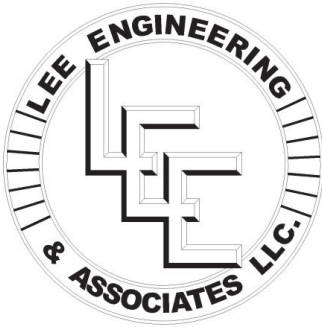
8. List or attach the written comments and how you plan to address any issues:

See the attached Neighborhood Meeting Summary and comment sheets.

I, Martha Middleton (print name), attest that the neighborhood meeting was held on 12/13/2023 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Martha Middleton
Signature of person completing affidavit

Martha Middleton
Printed name of person completing affidavit



LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & LAND SURVEYING

1200 E. WOODHURST., SUITE D200, SPRINGFIELD, MO 65804
TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz

May 31, 2024

RE: PLN2023-00296
Z-2-2024 COD 247 - 02.Zoning Map Amendment - 1102 E CHEROKEE ST

Lee Engineering hosted a Neighborhood Meeting on December 13th, 2023 at Fire Station #1 from 4:00-6:30 p.m. to discuss the proposed rezone with the neighborhood.

Below is a summary of the comments we received—both written and verbal—from the neighborhood meeting and how we will address each comment. A copy of this letter will be sent to the City of Springfield Planning Department and the changes will be added to the Conditional Overlay District documents.

Screening:

A bufferyard is required between the proposed development and the adjacent single family residential. The required bufferyard is the City of Springfield bufferyard "C", which does not require a fence. A fence was specifically requested, and we will be adding a 6' privacy fence along the south property line as a conditional requirement to the rezoning.

Limit Building Height to Two Stories:

At the request of the neighborhood, the developer has agreed to limit the building height to two stories with a Conditional Overlay. R-SF zoning allows three-story, 45' max buildings to be constructed, so the developer is agreeing to limit the height below what is even allowed under the existing zoning.

Stormwater:

The project will meet the City of Springfield stormwater requirements, which ensures that flooding/stormwater issues will not be exacerbated by this rezoning. The City of Springfield recently improved stormwater infrastructure along Cherokee Avenue which this development will connect to.

Density:

The existing R-SF zoning allows 7 units/acre. The proposed R-MD zoning would typically allow 29 units/acre. We do not intend to maximize the density in the R-MD zoning. R-LD would only allow 11 total units on the 0.68 acre tract. Our client needs 14 units to make the project economically feasible, which puts the density at 20.59 units per acre. This is a 16% increase from what would be allowed in R-LD (17.78 units/acre) and is necessary to make a small-scale apartment development economically feasible.

Lighting:

A photometric lighting study will be submitted to the City of Springfield to meet the City's 36-484 Lighting Standards, which regulates lighting spillover and glare.

Traffic:

14 dwelling units will generate a low level of traffic compared to the capacity of Cherokee Ave at this location. The intention is to provide driveway access onto Cherokee Avenue, so the traffic from the development will not be introduced onto the adjacent residential local streets.

Parking:

Parking for these units based on the City of Springfield parking requirements will be provided in a parking lot behind the apartments.

The owner wants to work with the neighborhood and city staff to develop the property in a way that preserves the character of the neighborhood. To summarize, the developer has agreed to the following changes based on city staff and neighborhood comment:

- Provide a 6' privacy fence on the south property line between the proposed development and the R-SF lot
- Limit the building height to two stories

If you have any questions or need additional information, please contact our office. Thank you.

Sincerely,
Daniel Richards

A handwritten signature in black ink that reads "Daniel Richards". The signature is written in a cursive, flowing style.



LEE ENGINEERING AND ASSOCIATES, L.L.C.

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Jan 11

COMMENT SHEET

Neighborhood Meeting

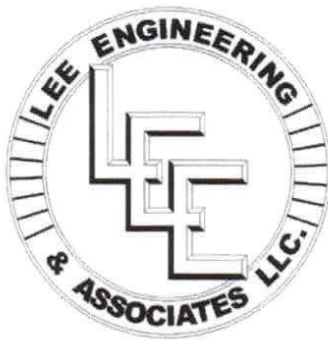
Wednesday, December 13, 2023

Re: Rezone from Single Family Residential to Medium Density Residential
1102-1120 E. Cherokee St.
Springfield, MO 65807

NAME	ADDRESS	PHONE
Joan Blinn Blinn	2012 S. Hampton	417 840 9349

COMMENTS:

1. What are the plans for how water would flow off the property - run off Big concern.*
2. Concerned about how many floors
3. There is an existing fence now - needs a fence - needs a privacy fence 6'
4. I went looking at similar multifamily on Lakota & there is no single family house behind either of them.
5. How much light given off
6. NOT IN FAVOR OF THIS
7. Do the plan at low density



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COMMENT SHEET

Neighborhood Meeting

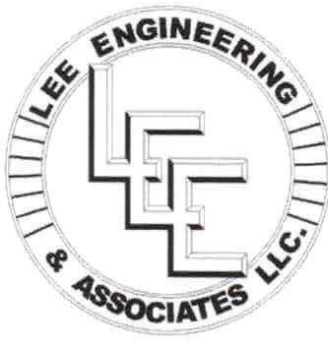
Wednesday, December 13, 2023

Re: Rezone from Single Family Residential to Medium Density Residential *< 19 units*
1102-1120 E. Cherokee St.
Springfield, MO 65807

NAME	ADDRESS	PHONE
Greg + Tori Carleton	2055 S. Hampton Ave.	417-315-2789

COMMENTS:

- 1) point me to one apartment building - *Height*
anywhere - that increases. Property values.
- 2) apartment buildings will eventually bring
Crime and Drugs and an overall demise
to any neighborhood.
- 3) We are not in favor of a rezoning.
- 4) Traffic already exceeds the capacity
of the roads Cherokee, National, Sunshine +
Seminole
- 5) Why Medium instead of low density?
- 6) Do not want to have 65807 Crime rate
any higher.
- 7) An apartment building will compound density
issues we are already experiencing



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COMMENT SHEET

Neighborhood Meeting

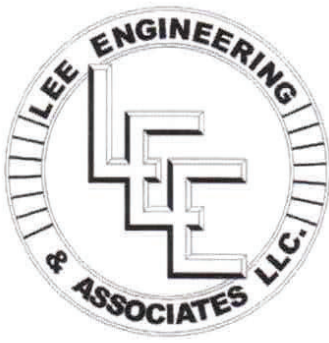
Wednesday, December 13, 2023

Re: Rezone from Single Family Residential to Medium Density Residential
1102-1120 E. Cherokee St.
Springfield, MO 65807

NAME	ADDRESS	PHONE
Sam Franklin	1107 E. CHEROKEE ST.	(417) 409-8420

COMMENTS:

My name is Sam Franklin and I reside at 1107 E. Cherokee. I'm representing the owner, Larry Schmitt. He doesn't have any issue with the rezoning to Medium Density Residential.



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COMMENT SHEET

Neighborhood Meeting

Wednesday, December 13, 2023

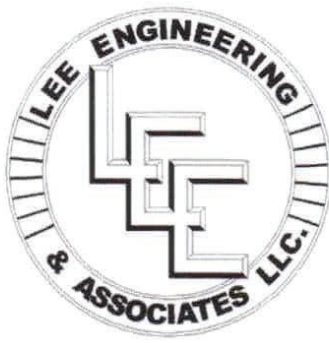
Re: Rezone from Single Family Residential to Medium Density Residential
1102-1120 E. Cherokee St.
Springfield, MO 65807

NAME	ADDRESS	PHONE
Bobbi Ream	1448 E BERKELEY	917 883-3430

COMMENTS: Representing Meadows Park Neighborhood
association -

MPNA would recommend Low Density
with a height limited to 2 story, with
future development in mind RLD
will be much "kinder" to single
family residences that exist

Bobbi Ream



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COMMENT SHEET

Neighborhood Meeting

Wednesday, December 13, 2023

Re: Rezone from Single Family Residential to Medium Density Residential
1102-1120 E. Cherokee St.
Springfield, MO 65807

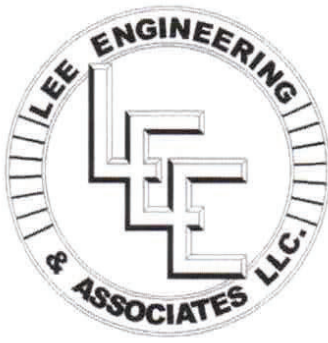
NAME	ADDRESS	PHONE
WILLIAM COOPER	2405 S VIRGINIA AVE	816-289-0485

COMMENTS:

1) WANT to limit to two stories

2) would prefer R-LD versus R-MD

Commenting for Seminole Howard Neighborhood Association.



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COMMENT SHEET

Neighborhood Meeting

Wednesday, December 13, 2023

Re: Rezone from Single Family Residential to Medium Density Residential
1102-1120 E. Cherokee St.
Springfield, MO 65807

NAME	ADDRESS	PHONE
Bruce Mib ^{fazd}	1946 S. Holland	417 848 6001

COMMENTS:

Consider R-LD in lieu of R-MD
2 story Maximum
privacy fence between R-SF / R-MF
Talk to Geminda Holland N.A. about
"where does this density stop"
"long range N.A. - Plan for overlay district"



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COMMENT SHEET

Neighborhood Meeting

Wednesday, December 13, 2023

Re: Rezone from Single Family Residential to Medium Density Residential
1102-1120 E. Cherokee St.
Springfield, MO 65807

NAME	ADDRESS	PHONE
Don Underwood	2056 S Hampton	

COMMENTS:

- Concerns about stormwater runoff & effects on new storm water system.
- Would prefer 2 story maximum.
- Would prefer R-LD zoning.



Jan 11

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COMMENT SHEET

Neighborhood Meeting

Wednesday, December 13, 2023

Re: Rezone from Single Family Residential to Medium Density Residential
1102-1120 E. Cherokee St.
Springfield, MO 65807

NAME	ADDRESS	PHONE
Jennifer Repschleger	2015 S. Hampton Ave Springfield, MO 65807	816-686-3778

COMMENTS:

what are the work hours?

What is the parking situation?

• I have concerns about the privacy/building process invading Hampton Ave. Can we keep the chaos very isolated to the building area? *Alan*

• I want to know if parking will be provided to the tenants or if they will want to utilize street parking? It is important to me that the street stays as clear & quiet as possible.

ZONING REQUIREMENTS:

ALL UTILITIES TO BE PROVIDED BY:
CITY UTILITIES OF SPRINGFIELD
301 E. CENTRAL
SPRINGFIELD, MO 65802
(417)863-3000

PROPOSED SITE AREA: 0.68 AC (29,456 SF)

TOTAL UNITS=14
DENSITY=20.59 UNITS/ACRE

USABLE RECREATIONAL AREA 16.3% (4,800/29,456)

USABLE RECREATIONAL AREA REQUIRED: 13%

ZONING: R-SF

PROPOSED ZONING: R-MD

BICYCLE PARKING PROVIDED: 2

MINIMUM BICYCLE PARKING REQUIRED: 1

PARKING PROVIDED:
*HANDICAP SPACES 2
*STANDARD SPACES 20
TOTAL = 22

PARKING REQUIRED:
14 1-BR UNIT (1.5 SP/UNIT) = 21
0 2-BR UNIT (2 SP/UNIT) = 0
0 MICRO EFF UNIT (1 SP/UNIT) = 0
100 BICYCLE PARKING REDUCTION = 2
TOTAL = 19

OPEN SPACE: 34% (10,170/29,406)
MINIMUM OPEN SPACE REQUIRED: 20%
IMPERVIOUS SURFACE: 66%
MAXIMUM IMPERVIOUS SURFACE ALLOWED: 80%

PERIMETER LANDSCAPING:
REQUIRED: 10 S.F. OPEN SPACE PER ONE L.F. OF
FRONTAGE = X,XXX S.F.
PROVIDED: X,XXX S.F.

INTERIOR LANDSCAPING:
PERCENTAGE OF PARKING DEVOTED TO LIVING INTERIOR
LANDSCAPING: NOT REQUIRED, LESS THAN 30 PARKING
SPACES AND LESS THAN 12,000 SQ FT (6-1209 A)

BUILDING SETBACKS:
FRONT 25' (CHEROKEE ST)
REAR 15'
SIDE 15'

BUFFERYARDS:
1. 10' WIDE (NARROW LOT) BUFFERYARD C ALONG SOUTH
PROPERTY LINE WHERE PROPERTY ABUTS R-SF

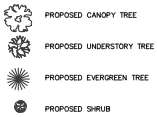
AMENITIES NOTES:

NO AMENITIES ARE REQUIRED TO MEET THE MULTI FAMILY
DESIGN GUIDELINES SINCE THE NUMBER OF DWELLING IS LESS
THAN 20.

BUILDING ARTICULATION AND ELEVATION NOTES:

1. STREET FACING WALLS THAT ARE GREATER
THAN 50' IN LENGTH SHALL BE ARTICULATED AT
LEAST EVERY 25' WITH BAYS, PROJECTIONS, OR
RECESSES.
2. BUILDINGS ADJACENT TO THE STREET SHALL BE
SITUATED ON THE SITE TO PROVIDE PEDESTRIAN
ACCESS TO THE STREET.
3. FACADES THAT FACE STREETS/PEDESTRIAN
FRONTAGE THAT ARE GREATER THAN 20' IN
LENGTH SHALL BE SUBDIVIDED AND
PROPORTIONED USING AT LEAST ONE OF THE
FOLLOWING FEATURES: WINDOW, ENTRANCES,
ARCADES, ARBORS, OR AWNINGS, DISTRIBUTED
ALONG THE FACADE AT LEAST ONCE EVERY 25'.

PLANTING LEGEND



LANDSCAPING NOTES:

QUALITY: ALL TREES AND SHRUBS SHALL HAVE WELL-DEVELOPED LEADERS AND TOPS, AND ROOT CHARACTERISTIC OF
THE SPECIES, CULTIVAR OR VARIETY AND SHALL SHOW EVIDENCE OF PROPER NURSERY PRUNING. ALL PLANT
MATERIALS MUST BE FREE OF INSECTS, DISEASE, MECHANICAL INJURIES AND OTHER OBSTRUCTABLE FEATURES AT THE
TIME OF PLANTING.

COVERAGE: GRASS, GROUND COVER, SHRUBS AND OTHER LIVING LANDSCAPE MATERIALS SHALL BE USED TO COVER
ALL OPEN GROUND.

TREES SHALL HAVE THE FOLLOWING CHARACTERISTICS:

CANOPY TREES SHALL BE DECIDUOUS TREES THAT HAVE A MINIMUM HEIGHT OF THIRTY FEET AT MATURITY. ALL
CANOPY TREES SHALL HAVE A CALIPER WIDTH OF ONE AND ONE HALF INCH AT THE TIME OF PLANTING.

UNDER-STORY TREES SHALL BE DECIDUOUS TREES THAT HAVE A MAXIMUM HEIGHT OF LESS THAN THIRTY FEET AT
MATURITY. ALL UNDER-STORY TREES SHALL HAVE A CALIPER WIDTH OF ONE INCH AT TIME OF PLANTING.

ORNAMENTAL TREES SHALL BE FLOWERING DECIDUOUS TREES. ALL ORNAMENTAL TREES SHALL HAVE A CALIPER WIDTH
OF ONE INCH AT TIME OF PLANTING.

EVERGREEN OR CONIFER TREES SHALL HAVE A MINIMUM HEIGHT OF TWENTY FEET AT MATURITY. ALL EVERGREEN OR
CONIFER TREES SHALL BE AT LEAST SIX FEET HIGH AT TIME OF PLANTING.

SHRUBS AND HEDGES: SHRUBS SHALL BE A MINIMUM OF 18" IN HEIGHT WHEN MEASURED IMMEDIATELY AFTER
PLANTING. HEDGES, WHEN INSTALLED, SHALL BE PLANTED AND MAINTAINED SO AS TO FORM A CONTINUOUS,
UNBROKEN, SOLID, VISUAL SCREEN WHICH WILL BE AT LEAST THREE FEET HIGH WITHIN ONE YEAR AFTER TIME OF
PLANTING.

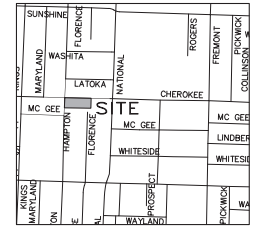
INTERIOR LANDSCAPING: THERE SHALL BE 2 UNDERSTORY TREES OR 1 CANOPY TREE PLANTED FOR EVERY 30 PARKING
SPACES OR 12,000 SQUARE FEET OF PARKING OR VEHICULAR USE AREA.

PERIMETER LANDSCAPING: THERE SHALL BE ONE CANOPY, ONE UNDERSTORY, ORNAMENTAL OR EVERGREEN TREE AND 4
SHRUBS PER 100 LINEAR FEET. IN AREAS WHERE CANOPY TREES ARE NOT ALLOWED, EACH REQUIRED CANOPY TREE
MAY BE REPLACED BY 2 UNDERSTORY, ORNAMENTAL OR EVERGREEN TREES.

ZONING EXHIBIT
CHEROKEE ST MULTIFAMILY

= USEABLE RECREATIONAL AREA

- GENERAL NOTES:
1. Current Zoning: R-SF - Residential Single Family
Proposed Zoning: R-MD - Residential Medium Density
 2. Utilities shown are based on direct observations and maps as provided by
City Utilities of Springfield, the City of Springfield Public Works and field
locates provided by Missouri One-Call and may not be all-inclusive.
 3. This property lies in Flood Zone "X" (areas determined to be outside the
0.2% annual chance floodplain) according to Flood Insurance Rate Map
Community Panel 280772C 0342 E, effective December 17, 2010.
 4. Property Class - Urban



VICINITY MAP
NOT TO SCALE

- LEGEND
- FOUND IRON PIN
 - SET IRON PIN OR MARKER AS NOTED
 - △ RW MARKER
 - BOUNDARY LINE
 - EASEMENT LINE
 - SETBACK LINE
 - MEASURED
 - PLAT
 - DEED
 - RECORD
 - LIGHT POLE
 - SANITARY SEWER MANHOLE
 - SANITARY SEWER CLEANOUT
 - SANITARY SEWER LINE
 - UTILITY POLE
 - ELECTRIC METER
 - OVERHEAD ELECTRIC
 - UNDERGROUND ELECTRIC
 - GUY WIRE
 - PHONE/COMMUNICATION MANHOLE
 - PHONE PEDESTAL
 - CABLE TV RISER
 - CABLE TV LINE
 - UNDERGROUND PHONE
 - OVERHEAD PHONE
 - FIBER OPTIC LINE
 - WATER VALVE
 - WATER METER
 - WATER LINE
 - FIRE HYDRANT
 - GAS VALVE
 - GAS METER
 - GAS LINE
 - FENCE LINE (AS NOTED)
 - ROAD SIGN (STOP, SPEED LIMIT, ETC)
- ABBREVIATIONS:
- XFMR TRANSFORMER
 - ICV IRRIGATION CONTROL VALVE
 - CI STORMWATER CURB INLET



ZONING EXHIBIT
CHEROKEE MULTIFAMILY

Missouri State Certificate of Authority
Engineering #2005015504
Land Surveying #2006035505

LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65804
417-886-9100 (phone)
417-886-9336 (fax)
lee@leeengineering.biz
Engineering with Integrity



DATE: 2024-04-12

SHEET: 1 of 1

PROJECT: 2358

FILE: 2358 - 1102 Cherokee - Zoning

LeeE.Lee



EAST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION



EXPLANATION TO COUNCIL BILL 2024-130 (SIMPSON)

FILED: 06/18/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance approving the plans and specifications for Galloway Street Widening from Luster Avenue to Lone Pine Avenue; accepting the bid of Hartman and Company, Inc., in the amount of \$6,513,765 for said project; authorizing the City Manager, or designee, to enter into a contract with such bidder; and declaring this Ordinance qualifies for approval in one reading pursuant to Charter Section 2.16(25).

PURPOSE: Approving the plans and specifications for Galloway Street Widening from Luster Avenue to Lone Pine Avenue, accepting the bid of Hartman and Company, Inc., for construction of the Galloway Street Widening from Luster Avenue to Lone Pine Avenue ("Exhibit A"), authorizing the City Manager, or his designee, to enter a contract ("Exhibit B") with such bidder, and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: This project consists of constructing new roundabouts at the intersections of Luster Ave and Galloway Street and at Lone Pine Avenue and Galloway Street, widening Galloway Street between said roundabouts, installing new stormwater infrastructure including water quality basins, a 10-foot multi-use trail on the north side and a 5-foot sidewalk on the south side of Galloway Street.

Bids were solicited for this project by advertising in the Daily Events from May 3, 2024, through May 7, 2024. Bids were opened for the project at 10:30 a.m. on June 11, 2024. Six bids were received with one of the bids being considered non-responsive due to missing information. The project was bid using the A+B method. This allows for contractor flexibility with the schedule. The "A" is the bid price, and the "B" is the time to complete the job. The "B" is multiplied by the liquidated damages amount specified for the project to determine a dollar amount for the time. The bids were as follows:

Contractor	Base Bid with Utilities	(A+B) Bid Evaluation with number of days
Engineer's Estimate	\$9,241,947.75	
Hartman and Company	\$6,513,765.00	\$7,125,765.00 (240 days)
JD Wallace Contracting	\$6,394,875.00	\$7,325,625.00 (365 days)
Radmacher Brothers Excavating	\$6,666,932.00	\$7,564,532.00 (352 days)
D&E Plumbing and Heating	\$7,763,250.50	\$8,910,750.50 (450 days)
Emery Sapp & Sons	\$8,339,489.46	\$10,070,939.46 (679 days)



The low bid (\$6,513,765), if accepted, will be funded from several funding sources. The total project cost includes \$283,849 of gas and water improvements that will be reimbursed by City Utilities, reducing the City's net cost to \$6,229,916. The Governor's Transportation Cost Share will fund \$1,500,000, the Environmental Services' Department Clean Water Enterprise Fund will fund \$36,360, and the 1/4-cent Capital Improvement Sales Tax will fund \$4,693,556. All of these funds are already budgeted.

Supports the following City Council Priorities:

- Public Safety
- Fiscal Sustainability
- Quality of Place

As this Ordinance authorizes the acceptance of a bid and entering into a contract with the successful bidder, we request that it be passed as a one-reading bill under City Charter Section 2.16(25)

REMARKS: Public Works recommends acceptance of the bid of Hartman and Company, Inc., as the lowest responsible bid and passage of this ordinance.

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 6/27/2024

Attachments:

1. Galloway St Widening_ord
2. Galloway Street Widening Construction_exhA
3. Galloway Street Widening Construction_exhB

One-rdg. X
P. Hrngs.
Pgs. 13
Filed: 07-08-24

Sponsored by: Simpson

First Reading:

Second Reading:

COUNCIL BILL 2024-130

SPECIAL ORDINANCE

AN ORDINANCE

1 APPROVING the plans and specifications for Galloway Street Widening from
2 Luster Avenue to Lone Pine Avenue; accepting the bid of Hartman and
3 Company, Inc., in the amount of \$6,513,765 for said project;
4 authorizing the City Manager, or designee, to enter into a contract with
5 such bidder; and declaring this Ordinance qualifies for approval in one
6 reading pursuant to Charter Section 2.16(25).
7 _____
8

9 WHEREAS, the City desires to make various improvements to the East Galloway
10 Street corridor in the area depicted on "Exhibit A," which is attached hereto and
11 incorporated herein by this reference, specifically Galloway Street widening from Luster
12 to Lone Pine Avenue, Plan No. 20170029, ("Project"); and
13

14 WHEREAS, the Project includes constructing new roundabouts at the
15 intersections of Luster Ave and Galloway Street and Lone Pine Avenue and Galloway
16 Street, widening Galloway Street between said roundabouts, installing new stormwater
17 infrastructure including water quality basins, and constructing a 10-foot multi-use trail on
18 the north side and a 5-foot sidewalk on the south side of Galloway Street; and
19

20 WHEREAS, bids for the Project were solicited by advertisement in *The Daily*
21 *Events* from May 3, 2024 through May 7, 2024, with bids opened on June 11, 2024; and
22

23 WHEREAS, Hartman and Company, Inc. is the lowest responsive and
24 responsible bidder for the Project; and
25

26 WHEREAS, the low bid of \$6,513,765, if accepted, will be funded from several
27 funding sources, including the ¼ -cent Capital Improvements Sales Tax, and all funds
28 are already budgeted.
29

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

33 Section 1 – City Council hereby approves the plans and specifications for the
34 Galloway Street Widening from Luster Avenue to Lone Pine Project, Plan No.
35 20170029, and accepts the bid of Hartman and Company, Inc., for said Project, at the
36 not to exceed price and sum of \$6,513,765.
37

38 Section 2 – The City Manager, or designee, is hereby authorized to enter into a
39 contract with said bidder for such work, said contract to be in substantially similar form
40 to the document attached hereto, and incorporated herein by this reference, as “Exhibit
41 B,” and in accordance with the terms of the bid, the plans, and the specifications.
42

43 Section 3 – All workers performing work under the contract attached hereto as
44 “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for
45 work of a similar character in this locality or the public works contracting minimum wage,
46 whichever is applicable. Contractor shall fully comply with the provisions and
47 requirements of the Missouri State Prevailing Wage Law. Contractors and any
48 subcontractor performing work under this contract must provide a 10-hour OSHA
49 construction safety training program, or similar program approved by the Department of
50 Labor, for on-site employees, unless employees demonstrate they previously completed
51 the program.
52

53 Section 4 – This Ordinance qualifies as a one-reading bill, pursuant to City
54 Charter Section 2.16(25) as it relates to approving the acceptance of a bid and entry
55 into a contract with the successful bidder, and shall be in full force and effect from and
56 after passage.
57

58 Passed at meeting: _____
59

60 _____
61 Mayor
62

63 Attest: _____, City Clerk
64

65 Filed as Ordinance: _____
66

67
68 Approved as to form: John Millington, Assistant City Attorney
69

70
71 Approved for Council action: Juan C. Page, City Manager



EXHIBIT B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) CONTRACTOR (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (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- 1932 FAX: ATTN: NICHOLAS EDELMAN DEPT.: PUBLIC WORKS		NAME: HARTMAN & COMPANY, INC. ADDRESS: 1200 E WOODHURST DRIVE J-200 SPRINGFIELD, MO. 65804 PHONE: (417) 882-2062 FAX: ATTN: MARY BETH HARTMAN	

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:

**Galloway Street Widening from Luster to Lone Pine Ave.
Galloway St and Luster Ave Improvements
2017PW0029**

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 240 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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, City Utilities of Springfield, and the Board of Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield, City Utilities of Springfield, and the Board of Utilities, 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, City Utilities of Springfield, and the Board of Utilities. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368; and

City Utilities of Springfield, P.O. Box 551, Springfield, MO 65801

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 Insurance** 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. **Builders Risk Insurance** for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Springfield.

f. 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, City Utilities of Springfield, Missouri, and the Board of Utilities through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. 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.

h. 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. 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.

5. 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.

6. 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 \$2,550 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **Six Million, Five Hundred Thirteen Thousand Seven Hundred Sixty Five Dollars and 00 Cents (\$6,513,765.00)** 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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).

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

(Remaining Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

REVIEWED BY:

Assistant Director of Public Works or Acting Director

RECOMMENDED BY:

Director of Public Works 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



EXPLANATION TO COUNCIL BILL 2024-131 (HOSMER)

FILED: 06/17/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance authorizing the City of Springfield to dispose of approximately 4.93 acres of property generally located at the 200 block of East Farm Road 192.

PURPOSE: To authorize City Utilities to dispose of approximately 4.93 acres of property generally located at the 200 block of East Farm Road 192. (Planning and Zoning Commission and staff recommend approval.)

BACKGROUND INFORMATION: REQUEST TO DISPOSE #533

City Utilities is proposing to dispose of the property generally located on the south side of the 200 block of East Farm Road 192. The property was acquired for a potential electric substation; however, the demand for this substation never developed.

FINDINGS FOR STAFF RECOMMENDATION:

1. The subject property is outside the city limits of the City of Springfield.
2. The proposed disposal will not adversely affect the operations of City Utilities or the City of Springfield.
3. The property was acquired for a potential electric substation. The demand for this substation never developed.
4. The disposed property will be surplus by sealed bid.

The Planning and Zoning Commission held a public hearing on June 13th, 2024 and recommended approval, by a vote of 8 to 0, of the proposed property disposal on the tract of land described on the attached sheet.

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

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 6/27/2024

Attachments:

1. Dispose 533 - 200 Block of East Farm Road 192
2. Dispose 533_exhA
3. Dispose 533_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 07-02-24

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-131

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City of Springfield to dispose of approximately 4.93 acres of
2 property generally located at the 200 block of East Farm Road 192.
3
4 _____

5 WHEREAS, the City of Springfield ("City") previously purchased the 4.93 acres of
6 land generally located at the 200 block of East Farm Road 192 (the "Property"), as a
7 potential site for an electric substation under City Utilities; and
8

9 WHEREAS, the anticipated demand for the substation has not developed; and
10

11 WHEREAS, the Property is outside the city limits of the City of Springfield, and
12 disposal of the Property will not adversely affect the daily operations of the City of
13 Springfield or City Utilities; and
14

15 WHEREAS, the Property, if disposed, will be surplus by sealed bid; and
16

17 WHEREAS, the Planning and Zoning Commission recommended approval of the
18 disposal of the Property at its meeting held June 13, 2024; and
19

20 WHEREAS, disposition of real property calls for City Council approval.
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 approves the disposal of approximately 4.93
26 acres of property generally located at the 200 block of East Farm Road 192, as depicted
27 in "Exhibit B," and more particularly described in "Exhibit A," both of which are attached
28 hereto and incorporated herein by this reference, and grants the Mayor authority to
29 execute those documents necessary to carry out the intent of this Ordinance, provided
30 they are on a form approved by the City Attorney.
31

32 Section 2 – This Ordinance shall be in full force and effect from and after
33 passage.
34

35 Passed at meeting: _____
36 _____
37 Mayor
38
39 Attest: _____, City Clerk
40
41 Filed as Ordinance: _____
42
43
44 Approved as to form: Laura Vales, Assistant City Attorney
45
46
47 Approved for Council Action: Jason A. Hays City Manager

EXHIBIT A
LEGAL DESCRIPTION
REQUEST TO DISPOSE NO. 533

The east 400 feet of that Tract of land described in the Greene County, Missouri Recorder's Office in Book 1927, Page 1658, containing 4.93 acres more or less, being a part of the Southwest Quarter of the Southwest Quarter of Section 25, Township 28 north, Range 22 west, Greene County, Missouri.

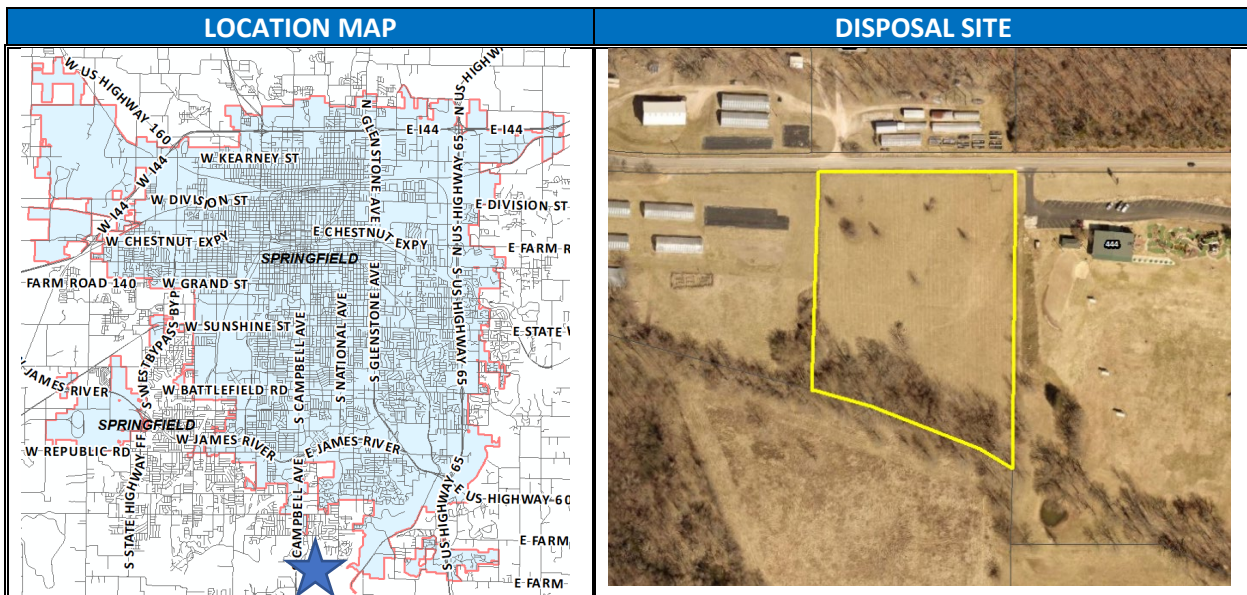
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Request to Dispose 533
Location:	200 blk of East Farm Road 192 (south side)
Total Acres:	4.93 acres
Applicant:	City Utilities
Existing Land Use:	Undeveloped
Planning and Zoning Commission:	June 13, 2024
City Council:	July 8, 2024
Staff:	Andrew Menke, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve as submitted in the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

City Utilities is proposing to dispose of the property generally located on the south side of the 200 block of East Farm Road 192. The property was acquired for a potential electric substation; however, the demand for this substation never developed.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 11.7. - Legal status of master plan.

- (1) Master plan to provide general guidelines. The master plan shall be prepared and maintained as a general guide for the orderly and efficient development and redevelopment of the City of Springfield. The master plan shall be kept current through review not less than every five years. When required by this Charter or otherwise deemed necessary, such review shall include proposed revisions or alterations in the master plan and public hearings thereon.
- (2) Regulations to generally conform to master plan. All rezoning of land, subdivision plats, development proposals, and the zoning ordinance, subdivision ordinance and the zoning map should generally conform with the guidelines set forth in the master plan and should be reviewed for consistency with the master plan; provided, however, inconsistencies with the master plan shall not constitute cause to invalidate any such matter. The master plan shall not have the effect of a regulatory ordinance.
- (3) Master plan to guide public improvements. The master plan shall provide guidelines for the location of public streets, parks and other public ways, grounds and spaces, public buildings and structures, facilities of public or private utilities, and the acquisition of real property by the city for public use. To that end the planning and zoning commission shall review the following:
 - (a) All proposals to construct or extend public streets.
 - (b) All proposals to improve land as a park.
 - (c) All proposals to lay out or improve other public ways, grounds or spaces.
 - (d) All proposals to construct public buildings and structures.
 - (e) All proposals to lay out and construct facilities of public utilities, whether publicly or privately owned.
 - (f) All proposals to acquire real property for public purposes.

In reviewing and approving all such proposals, the function of the planning and zoning commission shall be to determine whether they are generally consistent with the master plan of the city. No such proposals shall be constructed or authorized until the location, extent and character thereof has been submitted and approved by the planning and zoning commission.

In case of disapproval, the commission shall communicate its reasons to the city council, and the city council, by vote of not less than two-thirds of its entire membership, may overrule the disapproval and, upon the overruling, the city council or the appropriate board or officer may proceed, except that if the proposal is by an agency other than an agency of the city and the authorization or financing does not fall within the province of the city council, then the submission to the planning commission shall be by the agency having jurisdiction, and the planning commission's disapproval may be overruled by that agency by a vote of not less than two-thirds of its entire membership. The acceptance, widening, removal, extension, relocation, narrowing, vacation, abandonment, change of use, acquisition of land, sale or lease of any street or other public facility is subject to similar submission and approval, and the failure to approve may be similarly overruled.

DEVELOPMENT REVIEW STAFF REPORT

In the event the commission shall fail to act within thirty days after the date of official submission of a proposal (which date shall be the date that the matter is placed upon the agenda of the commission) to the commission, then the proposal shall be deemed to have been approved by the commission, unless a longer period for review by the commission shall have been authorized by the council or by the public officials submitting the proposal. In any case in which the commission finds that it is not reasonably able to complete its review of a proposal within thirty days, it may extend the time for such review for not more than thirty days.

SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	County R-1	County PAD	County PAD
LAND USE	Nursery	Undeveloped	Mini golf course	Nursery
PLACETYPES	Traditional Neighborhood	Traditional Neighborhood	Traditional Neighborhood	Traditional Neighborhood

LAND DISPOSAL POLICY:

Planning and Zoning Commission adopted the following policy statement for land disposals by public bodies:

1. Where is the property located?

Approximately 1000 feet east of Highway 160 on Farm Road 192.

2. Legal description.

See last section of staff report.

3. Why doesn't City Utilities need the property anymore?

The need for a substation in that area never arose.

4. When was the current building erected?

No buildings on the property.

5. Why was property acquired? What did City Utilities originally intend to do with the property?

The property was acquired for a potential electric substation. The demand for this substation never developed.

6. Who will purchase property?

It will be surplus by sealed bid.

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The subject property is outside the city limits of the City of Springfield.
2. The proposed disposal will not adversely affect the operations of City Utilities or the City of Springfield.
3. The property was acquired for a potential electric substation. The demand for this substation never developed.
4. The disposed property will be surplus by sealed bid.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the findings of fact above.

PLANNING AND ZONING OPTIONS:

1. Recommend that the request to dispose is determined to be generally consistent with the master plan (Comprehensive Plan Forward SGF).
2. Recommend that the request to dispose is determined to be not consistent with the master plan (Comprehensive Plan Forward SGF).

DEVELOPMENT REVIEW STAFF REPORT

LEGAL DESCRIPTION:

The east 400 feet of that Tract of land described in the Greene County, Missouri Recorder's Office in Book 1927, Page 1658, containing 4.93 acres more or less, being a part of the Southwest Quarter of the Southwest Quarter of Section 25, Township 28 north, Range 22 west, Greene County, Missouri.





EXPLANATION TO COUNCIL BILL 2024-132 (JENSON)

FILED: 06/21/2024

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, Missouri, as shown on the Preliminary Plat of Campbell Acres Phase II, generally located at 3505 and 3525 South Campbell Avenue and 3446 South Main Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance; and approving the Planning and Zoning Commission's grant of two subdivision variances.

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 Campbell Acres Phase II, generally located at 3505 & 3525 South Campbell Avenue and 3446 South Main Avenue upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance; and concurring with the Planning and Zoning Commission's grant of two subdivision variances. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

A. An original Preliminary Plat of Campbell Acres Phase II dated April 24th, 2024, 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 June 13th, 2024, and approved the Preliminary Plat and two subdivision variances 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 City Corridor Placetype. This placetype predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers. Each of these use groups are best located along major roadways with high volumes of traffic. This placetype is not only highly accessible by car, but also by walking, biking, and transit. City Corridors provide a wide range of shopping, service, entertainment, and employment destinations for both residents and visitors. Common uses within the placetype include chain restaurants, gas stations, hotels, national retailers, movie theaters, smaller offices, and a variety of support services. City Corridors contribute significantly to Springfield's economy and local tax base with a regional customer draw. City Corridors are locations of significant redevelopment



opportunity, where absorption of underserved housing, employment, sales, and service, can be accommodated. Underutilized properties may be redeveloped into higher density multifamily or mixed-use developments where appropriate to increase activity within the placetype. (p. 46, Chapter 5: Land Use & Development)

The proposed plat is supported by the City Corridor objective of seeking out underutilized property for redevelopment. The existing lots fronting on Campbell Avenue are already developed and there is no immediate need for the vacant land on the rear side of these lots. Reconfiguring the lots gives the vacant land direct access to Main Avenue. This provides opportunity for future development of the site, whether it be one large development or further subdivided to allow for multiple uses.

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 6/27/2024

Attachments:

1. PPlat of Campbell Acres Phase II _ord
2. PPlat Campbell Acres Phase II_exhA
3. PPlat Campbell Acres Phase II_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 07-02-24

Sponsored by: Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-132 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, Missouri, as
3 shown on the Preliminary Plat of Campbell Acres Phase II, generally
4 located at 3505 and 3525 South Campbell Avenue and 3446 South
5 Main Avenue, upon the applicant filing and recording a final plat that
6 substantially conforms to the preliminary plat; authorizing the City
7 Clerk to sign the final plat upon compliance with all the terms of this
8 Ordinance; and approving the Planning and Zoning Commission's
9 grant of two subdivision variances.

10
11
12 WHEREAS, an original Preliminary Plat of Cambell Acres Phase II, dated April
13 24, 2024, is on file with the City's Department of Planning and Development; and
14

15 WHEREAS, the Planning and Zoning Commission of the City of Springfield,
16 Missouri, held a public hearing and conditionally approved the Preliminary Plat of
17 Campbell Acres Phase II, which is generally located at 3505 and 3525 South Campbell
18 Avenue and 3446 South Main Avenue, on June 13, 2024, a copy of the Record of
19 Proceedings from said public hearing being attached hereto and incorporated herein by
20 this reference as "Exhibit A"; and
21

22 WHEREAS, a request for two subdivision variances was filed concurrently with
23 the Preliminary Plat, pursuant to City Code section 36-206; and
24

25 WHEREAS, the Planning and Zoning Commission approved the requested
26 subdivision variances and City Council hereby concurs with said subdivision variances.
27

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

31 Section 1 – City Council hereby authorizes the Director of Planning and
32 Development, on behalf of the City of Springfield, to accept the land, easements, and
33 improvements dedicated to the City, as shown on the Preliminary Plat of Campbell

Acres Phase II, which is generally located at 3505 and 3525 South Campbell Avenue and 3446 South Main Avenue, as approved by the Planning and Zoning Commission. The original plat of Campbell Acres Phase II is on file in the Department of Planning and Development ("Approved Preliminary Plat"), a reduced version of which is attached hereto for general reference as "Exhibit B –Attachment 4." All of "Exhibit B," including attachments, is incorporated herein by this reference.

Section 2 – The Director of Planning and Development shall be authorized to accept the land, easements, and improvements dedicated to the City, as shown on said plat, upon the applicant filing and recording a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of all conditions referenced herein and in "Exhibit B – Attachment 2."

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

Section 5 – City Council hereby approves the Planning and Zoning Commission's grant, under City Code section 36-206, of two subdivision variances for Campbell Acres Phase II, as shown in "Exhibit 3 – Attachment 3."

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

Passed at meeting: _____

80 _____
81 Mayor
82

83 Attest: _____, City Clerk
84

85 Filed as Ordinance: _____
86

87
88 Approved as to form: _____, Assistant City Attorney
89

90
91 Approved for Council action: _____, City Manager

EXHIBIT A
RECORD OF PROCEEDINGS
Planning and Zoning Commission – June 13, 2024

Preliminary Plat of Campbell Acres Phase II
3505 & 3525 South Campbell Avenue and 3446 South Main Avenue
Applicant: Westport Management, LLC

Mr. Menke stated that this is a request to approve a preliminary plat for a 3-lot subdivision and approve variances from Sections 36-243(2) & (3) and 36-251(4) of the Subdivision Regulations.

The variance shall expire, and the existing access shall be removed at the time any of the following occur:

- a. Any change in use from a retail automotive dealership or any addition of any use type added to the property which is not generally consistent and customary with that of other retail automotive dealerships.
- b. The property redevelops to a material degree requiring a change in access and/or significant traffic flow changes warranting a new site plan. Any redevelopment of the property whereby the use remains as a retail automotive dealership, but a site plan is required by the city (i.e., any building SF addition under the 40% requirement referenced below) shall not trigger this clause.
- c. Any future subdivision activity or lot adjustments to the property.
- d. Any building construction for 3505 S. Campbell Avenue increasing the square footage of the current building residing on the property (as of the date of this variance) more than 40 percent.
- e. Any modification to the access not consisting of routine maintenance or pavement sealing.

Mr. Knuckles asked if this was to be a gated community and any plans for rezoning to multifamily in the future.

Mr. Scott asked if the location of the property line between the buildings on lots two and three was existing. Mr. Menke confirmed it is an existing property line.

Mr. Daniel Richards, 1200 East Woodhurst Drive, Suite D200 representing the developer said main purpose of the plat is to take the unused, undeveloped land behind the KIA and Nissan dealership and create one parcel and not adding any additional lots, just reconfiguring the lot lines.

The first variance will preserve the main entrance into the Nissan service center; however, it is nonconforming, but has been in place for approximately 50 years and the conditions are not changing the use of the building. The second variance is for the extension of Main Street so we are not landlocking any parcels and if the access point is shared it would force retail traffic through currently zoned residential (planned for a future gated multifamily residential development).

Mr. Pauly asked about information for sidewalks along south Main for walkability and Mr. Richards stated that he will mention that to the developer for possible consideration.

Mr. Knuckles again mentioned his concern if this will not be a gated community, and Mr. Richards noted that the property is split zoned and they plan to clean up the zoning, but at this time the developer is not ready to commit to multifamily zoning.

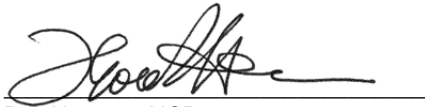
Mr. Colony asked if the developer knows how many units they are planning, and Mr. Richards noted that the best answer would be what is in the fire code regulations on the number of units.

Commission members asked for the assurances that would trigger the variances/exceptions. Staff noted there is a system hold in the program that would apply when someone applied for any type of permit. Concerns were also stated for the one access and asking for conditions on any possible rezoning and why the variances did not go through the Board of Adjustment process. Staff explained that Board of Adjustment is for zoning, and this is a subdivision project therefore it does not go in front the of Board of Adjustment.

Ms. Broekhoven closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commission Board Member Colony moved to approve Preliminary Plat of Campbell Acres Phase II, Commissioner Knuckles seconded the motion. It **Passed** with the following vote. Ayes: Commissioner Broekhoven, Commissioner Gunther, Commissioner Pauly, Commissioner Scott, Commissioner Ridge, Commissioner Colony, Commissioner Knuckles, Commissioner Lebeck. Nays: None. Absent: Commissioner Doennig. Abstain: None.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', written over a horizontal line.

Bob Hosmer, AICP
Planning Manager

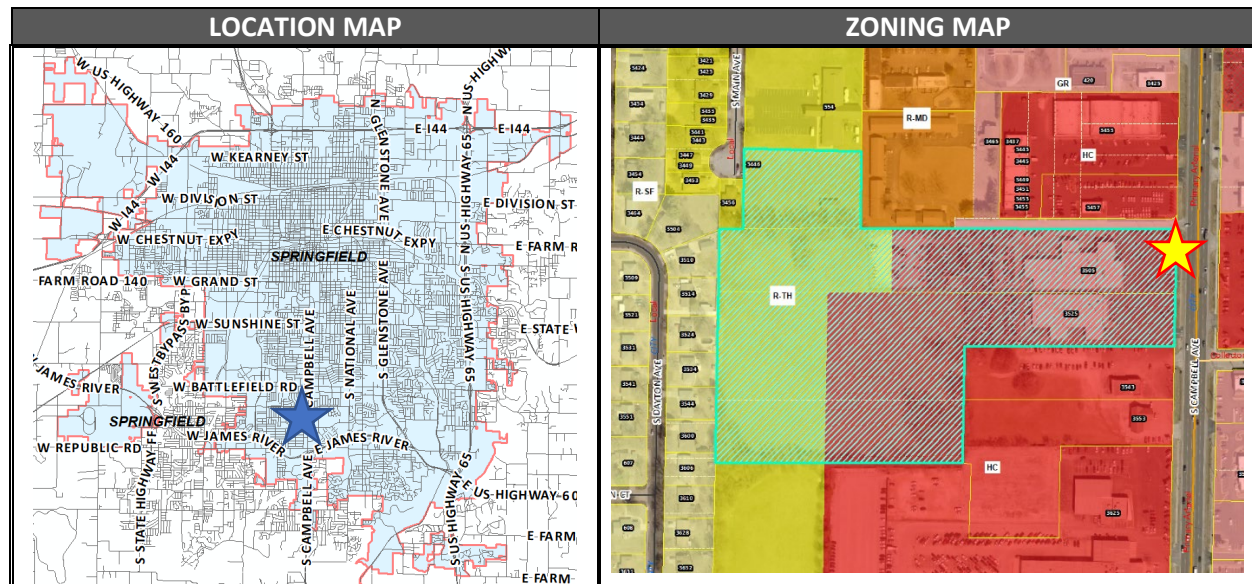
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PROJECT INFORMATION	
Case Number:	Preliminary Plat of Campbell Acres Phase II
Location:	3505 & 3525 South Campbell Avenue & 3446 South Main Avenue
Total Acres:	16.7 acres
Applicant:	Westport Management, LLC
Existing Land Use:	Automobile Dealership & Undeveloped
Neighborhood Meeting:	N/A
Planning and Zoning Commission:	June 13, 2024
City Council:	July 8, 2024
Public Notification:	Posted property
Staff:	Andrew Menke, Senior Planner, (417) 864-1613
Staff recommendation:	Staff recommends approval with conditions
Proposed motion:	Move to approve the preliminary plat of Campbell Acres Phase II subject to the conditions listed in Attachment 2 of the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to subdivide approximately 16.7 acres of property generally located at 3505 & 3525 South Campbell Avenue and 3446 South Main Avenue into three (3) commercial lots to facilitate the development of the site. This includes a request for two subdivision variances to vary from:

- 1) Sections 36-243(2) & (3) of the Subdivision Regulations to allow for subdivision activity without providing a continuation of existing streets in adjoining areas or making provisions for the proper projection of streets in unsubdivided adjoining areas.
- 2) Section 36-251(4) of the Subdivision Regulations to allow for subdivision activity without closing an existing driveway on the proposed Lot 2.

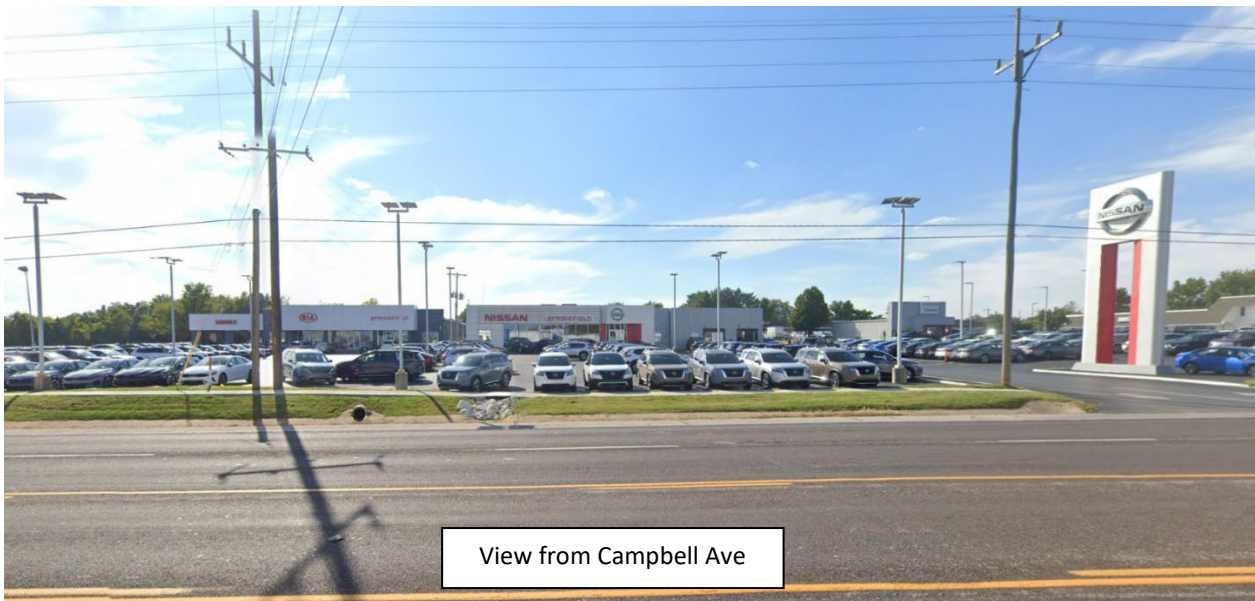


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GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



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PROPERTY HISTORY:

The subject property was annexed into the city on December 31, 1967. The adjacent stretch of Main Avenue was dedicated as part of Lam Subdivision in 1978. Lot 3 and the south half of Lot 1 of the proposed subdivision were first platted as Lot 1 of Campbell Acres, which was recorded at the Greene County Recorder's Office on April 3, 2023.

At the time of the 1995 citywide remapping, the first 800 feet west of Campbell Avenue was zoned Highway Commercial and the remaining area within the subject property was zoned Residential Townhouse. In 2006, an additional 180 feet of the south half of the proposed Lot 1 was rezoned to Highway Commercial. The north half of the proposed Lot 1 was approved for rezoning to Medium-Density Multifamily Residential with Conditional Overlay District #131 in 2017, but failed to meet a condition of the rezoning within two years of City Council approval. This rendered the rezoning void.

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.

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- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 - 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 - 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

Sec. 36-206. - Variances.

- (1) *General.* Deviations from and exceptions to the standards and procedures of this article may be granted by the city council, the planning commission or the director of planning and development, as set forth herein only if such deviations and exceptions conform to the following conditions and procedures. Such deviations and exceptions are referred to, for purposes of this article, as variances relative to zoning and other ordinances and codes effective in the City of Springfield. No application for preliminary plat which would create conditions requiring a variance or exception from zoning standards or other ordinances or

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codes by the board of adjustment, shall be submitted to the planning and zoning commission unless and until the applicant's request for variance or exception shall have been first submitted to and approved by the board of adjustment.

- (2) *Purpose and intent.* It is the purpose and intent of this variance procedure to provide relief from unusual hardship, inequitable construction procedures, design requirements which may be impractical and other conditions which occur with a specific parcel of land but do not occur in the normal subdivision process.
- (3) *Conditions of variance approval.* No variance shall be granted unless it is found that:
 - (a) There are special and unusual circumstances affecting said property such that the strict application of the provisions of this article would deprive the owner of the reasonable use of his land and is not the mere grant of a privilege; and
 - (b) The variance is necessary for the preservation and enjoyment of a substantial property right of the owner; and
 - (c) The granting of the variance would not be detrimental to the public safety, convenience or welfare or be injurious to other property in the vicinity.
- (4) *Recording required.* When a variance from these regulations has been approved, the details of such variance shall be recorded in the office of the Recorder of Deeds of Greene County. No such variance shall be recorded, however, until a 30-day period shall have passed during which time said variance may be challenged in a court of competent jurisdiction.
- (5) *Authority to grant variances.*
 - (a) The planning commission shall be empowered to grant variances with respect to the improvements and the design standards relative to lot dimensions and arrangements, street location, alignment, the location, and alignment of easements, building lines and similar standards.
 - (b) City council shall review requests for variances only upon an appeal by an applicant from a denial of a request by the commission and only upon the written record made before the commission.
- (6) *Procedure.*
 - (a) Variances shall be reviewed in accordance with one of the two following procedures:
 1. Requests for variances may be submitted concurrently with the preliminary plat or final plat if it is a minor subdivision. The applications for variance shall be made on forms provided by the director and shall state precisely the provisions from which variance is requested along with the reasons therefor. Such variance application shall be reviewed and acted upon concurrently with the preliminary plat or final plat if a minor subdivision.
 2. Requests for variances independent of plat review shall be permitted if the applicant can show good cause why such request was not made at the time of the preliminary plat and shall be submitted on forms provided by the director along with a fee for administrative processing in the amount prescribed by ordinance. Such application shall be submitted to the commission.

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3. Within 30 days after commission has acted on a variance, the city council may, by vote of council, elect to conduct independent review of any variances considered by the commission and may grant, reverse, modify or affirm the decision of the commission based on the provisions of this article and procedures for granting variances.

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 36-422(8)
Street Classification	S Campbell Avenue – Primary Arterial S Main Avenue – Residential Local
Sidewalks	Along the property frontage of S Campbell Avenue there are existing sidewalks and sidewalks are required. There are no sidewalks along the property frontage of S Main Avenue, and none are required.
Open Space Requirements	Not less than 20 percent of the gross site area.

CODE ITEM	REQUIREMENTS FOR RESIDENTIAL TOWNHOUSE
Minimum lot dimension requirements	- Single-family detached dwellings and residential group homes: 5,000 square feet - Duplexes: 7,500 square feet. - Each single-family semi-detached dwelling on a separate platted lot: 3,750 square feet. - Each townhouse on a separate platted lot: a. End lots: 4,000 square feet b. Interior lots: 3,000 square feet - All other uses: 7,500 square 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 yard setback	- Townhouses: Six feet or as required by section 36-453, supplemental open space and yard regulations, provided that no side yard is required for a townhouse or attached single-family dwelling when a common wall is located on the lot line. - All other uses: Five feet.

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Rear yard setback	Ten percent of the lot depth but may not be less than ten feet nor will more than 20 feet be required.
Street Classification	S Campbell Avenue – Primary Arterial S Main Avenue – Residential Local
Sidewalks	Along the property frontage of S Campbell Avenue there are existing sidewalks and sidewalks are required. There are no sidewalks along the property frontage of S Main Avenue, and none are required.
Open Space Requirements	Not less than 20 percent of the total lot area.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE: CITY CORRIDOR

The *Comprehensive Plan's Land Use & Development* chapter groups this area into the City Corridor Placetype. This placetype predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers. Each of these use groups are best located along major roadways with high volumes of traffic. This placetype is not only highly accessible by car, but also by walking, biking, and transit. City Corridors provide a wide range of shopping, service, entertainment, and employment destinations for both residents and visitors. Common uses within the placetype include chain restaurants, gas stations, hotels, national retailers, movie theaters, smaller offices, and a variety of support services. City Corridors contribute significantly to Springfield's economy and local tax base with a regional customer draw. City Corridors are locations of significant redevelopment opportunity, where absorption of underserved housing, employment, sales, and service, can be accommodated. Underutilized properties may be redeveloped into higher density multifamily or mixed-use developments where appropriate to increase activity within the placetype. (p. 46, *Chapter 5: Land Use & Development*)

The proposed plat is supported by the City Corridor objective of seeking out underutilized property for redevelopment. The existing lots fronting on Campbell Avenue are already developed and there is no immediate need for the vacant land on the rear side of these lots. Reconfiguring the lots gives the vacant land direct access to Main Avenue. This provides opportunity for future development of the site, whether it be one large development or further subdivided to allow for multiple uses.

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MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-TH, R-MD, & GR	R-TH & HC	HC	R-TH & R-SF
LAND USE	Church, Residential, & Commercial	Undeveloped & Vacant Commercial	Commercial	Residential
PLACETYPES	City Corridor	City Corridor	City Corridor	Traditional Neighborhood

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STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is proposing to subdivide approximately 16.7 acres into a three (3) lot subdivision named "Campbell Acres Phase II".
2. The applicant is requesting two subdivision variances.
3. The applicant is requesting a subdivision variance to vary from Sections 36-243(2) & (3) of the Subdivision Regulations to allow for subdivision activity without providing a continuation of existing streets in adjoining areas or making provisions for the proper projection of streets in adjoining areas not subdivided.
 - a. The north portion of the proposed plat and the adjacent land to the south are unplatted. Application of these Subdivision Regulations requires Main Avenue to extend south to the adjacent unplatted area. Potential future connections could then be made to Campbell Avenue or Swan Street.
4. The applicant is requesting a subdivision variance to vary from Section 36-251(4) of the Subdivision Regulations. The requested variance is for allowing an access point on the proposed Lot 2 to remain:
 - a. Section 36-251(4) of the Subdivision Regulations requires a minimum distance of 200 feet from edge of driveway to edge of driveway. The driveway on Lot 2 is roughly 40 feet from the access drive to the north. Tracts less than 250 feet wide must either share common access or take access from a local or collector street. The proposed Lots 2 & 3 are 150 feet wide and 180 feet wide, respectively. Based on these requirements, no direct access would be allowed for Lot 2.
 - b. The variance shall expire, and the existing access shall be removed to the satisfaction of the Director of Public Works and made to comply with existing City Code and Subdivision Regulations valid at the time any of the following occur:
 - i. Any change in use from a retail automotive dealership or any addition of any use type added to the property which is not generally consistent and customary with that of other retail automotive dealerships.
 - ii. The property redevelops to a material degree requiring a change in access and/or significant traffic flow changes warranting a new site plan. Any redevelopment of the property whereby the use remains as a retail automotive dealership, but a site plan is required by the city (i.e., any building SF addition under the 40% requirement referenced below) shall not trigger this clause.
 - iii. Any future subdivision activity or lot adjustments to the property.
 - iv. Any building construction for 3505 S. Campbell Ave increasing the square footage of the current building residing on the property (as of the date of this variance) more than 40 percent.

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- v. Any modification to the access not consisting of routine maintenance or pavement sealing.

The access shall be removed, or the cost of the removal held by securities (escrow) with the City prior to issuance of any permits triggering removal of the access as noted herein.

5. A response from the applicant in the variance approval criteria (**Attachment 3**) indicates plans for a multifamily development on Lot 1. This use is not permitted by the existing zoning and a rezoning will be required to develop the proposed lot in this manner.
6. All lots meet the minimum dimension requirements of the City's subdivision regulations, the Highway Commercial District, and the Residential Townhouse District.
7. 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.
8. The proposed preliminary plat was reviewed by City departments and comments are contained in **Attachment 1**. Conditions of Approval are provided in **Attachment 2**. Variance approval criteria is provided in **Attachment 3**. The Preliminary Plat drawing can be found in **Attachment 4**. Letters submitted by the applicant, requesting a subdivision variance, are included as **Attachment 5**.

STAFF RECOMMENDATION:

1. Staff does not provide a recommendation on variance requests; however, the proposed conditions will go into effect if approved.
2. The proposed subdivision is consistent with the *Land Use and Development Element of the Comprehensive Plan*, the Highway Commercial District, and the Residential Townhouse District and all proposed lots meet the subdivision regulations, except for the proposed variances from Section 36-251(4) and Sections 36-243(2) & (3).
3. Staff recommends approval of the preliminary plat with conditions.

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 conditionally approve the preliminary plat with the variances.
2. The commission shall conditionally approve the preliminary plat with modifications that do not include one or both variances.
3. The commission shall disapprove the preliminary plat.

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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.

DEPARTMENT COMMENTS:

ATTACHMENT 1

1. AT&T:

Did not respond in allotted review time.

2. CITY UTILITIES:

Approved.

3. DEPARTMENT OF PUBLIC WORKS CONSTRUCTION INSPECTION DIVISION:

Approved.

4. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

Plat is approvable. Variance has no impact on public sewer.

5. FIRE DEPARTMENT:

All development shall comply with the currently adopted Fire Code.

6. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The Driveway Variance does not affect PW-Stormwater requirements.

Site Description and Drainage Pattern

Combined plat area drains primarily to the southeast and should discharge to S Campbell Ave ROW. Some existing detention or water quality Stormwater Control Measures are present on Lot 2 only. The property is in both the **Ward Branch and Inman Creek** drainage basins. 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

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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 at time of development for each lot.
2. Any shared or regional detention Stormwater Control Measures will require a Public Improvement Project.
3. Existing Stormwater Control Measures need a drainage easement recorded.

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.
3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyard trees required by planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

Floodplain

N/A

Natural Channels and Stream Buffers

N/A

Sinkholes and Karst Features

1. No Sinkholes are present or mapped on the proposed subdivision's lots. The entire subdivision is in the Sinkhole Watershed of Sinkhole S116 located 4017 S Campbell Ave. The watershed requires the property to provide detention for flood control of the sinkhole.

Additional Stormwater Requirements

1. Stormwater Control Measures are the responsibility of the property owner or property owners' association to maintain, repair, and update unless the agreement is made with the City to operate. Operation and maintenance agreements are required for any permanent stormwater control measures.
7. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING RIGHT-OF-WAY DIVISION:

Approved.

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8. DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

Access

All access to the development shall be per current City of Springfield standards for the street classification unless the following subdivision variance is approved by the Planning and Zoning Commission:

A Subdivision Variance is allowed for the existing access on Campbell Ave. for 3505 S. Campbell Ave. to remain in its current state. The variance shall expire, and the existing access shall be removed to the reasonable satisfaction of the Director of Public Works and made to comply with existing City Code and Subdivision regulations valid at such time should any of the following occur:

- Any change in use from a retail automotive dealership or any addition of any use type added to the property which is not generally consistent and customary with that of other retail automotive dealerships.
- The property redevelops to a material degree requiring a change in access and/or significant traffic flow changes warranting a new site plan. Any redevelopment of the property whereby the use remains as a retail automotive dealership, but a site plan is required by the city (i.e., any building SF addition under the 40% requirement referenced below) shall not trigger this clause.
- Any future subdivision activity or lot size adjustments to the property.
- Any building construction for 3505 S. Campbell Ave increasing the square footage of the current building residing on the property (as of the date of this variance) more than 40 percent.
- Any modification to the access not consisting of routine maintenance or pavement sealing.

The access shall be removed, or the cost of the removal held by securities (escrow) with the City prior to issuance of any permits triggering removal of the access as noted herein.

Trails, Bus Stops, And Additional Information

There are no Greenway Trails near the property. There are two (2) bus stops near the property.

Improvements

No improvements are required for this preliminary plat. A traffic study may be required at the time of development.

	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. Campbell Avenue	Primary Arterial	City	50	60	41,126	No	Yes	Yes
Street 2	S. Main Avenue	Local	City	25	25	NA	Yes	No	No

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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 except sections 36-243(2) & (3) and 36-251(4) as varied by Commission.

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.

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VARIANCE APPROVAL CRITERIA:

ATTACHMENT 3

Sections 36-243(2) & (3) of the Subdivision Regulations states in part: No variance shall be granted unless it is found that;	Applicant's Response
There are special and unusual circumstances affecting said property such that the strict application of the provisions of this Article would deprive the owner of the reasonable use of his land and is not the mere granting of a privilege;	This is a unique subdivision. The subdivision regulations are generally intended to provide access to lots which are being subdivided into multiple lots, necessitating road extensions or access easements to ensure proper access after subdivision occurs. For this subdivision, we are actually combining all the undeveloped area into one large lot (Lot 1) without creating any additional lots across the 16.73 acres. Our subdivision is necessary to create a single, usable lot between the car dealerships and the existing residential single family to the west. Our intent is to increase the size of an existing large lot that fronts S. Main Street, not to create new lots that landlock adjoining lots. The land we are subdividing is in a fully developed area with all adjoining lots having access to public streets. The adjacent lot to the south was developed as a car dealership before 1980 and currently utilizes the green space behind the dealership for a buffer to the residential uses to the west. Historical aerials show that over the years the car dealership has expanded their retail operation to the west multiple times. This property is not landlocked and has several access points onto the public street system. The only access point that Lot 1 has to the public street system is to Main St, and it is not reasonable in this instance to interpret sections 36-243 (2,3) to mean that this property needs to share its only access point with the adjoining property.
The variance is necessary for the preservation and enjoyment of a substantial property right of the owner, and	It is the developer's intent that Lot 1 of Campbell Acres- Phase 2 be developed as multifamily housing with gated access to secure the development. We would not be able to gate the housing development and the security of the housing development would be compromised if access must be provided through the property. Our intent to provide a private multi-family development on Lot 1 would no longer be desirable if adjoining retail land could drive through the private residential parking lots to access Main Street.

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The granting of the variance would not be detrimental to the public safety, convenience or welfare or be injurious to other property in the vicinity.

The property to the south already has multiple access point to Campbell and multiple access points to W Swan Ct; therefore, it should not need additional access to Main St. There are no public safety or welfare concerns with this variance.

Sections 36-251(4) of the Subdivision Regulations states in part: No variance shall be granted unless it is found that;	Applicant's Response
There are special and unusual circumstances affecting said property such that the strict application of the provisions of this Article would deprive the owner of the reasonable use of his land and is not the mere granting of a privilege;	The entrance for 3505 S Campbell Ave is the lot's primary access point onto Campbell Ave and is directly aligned with the Nissan dealership's service center. The entrance location is existing and has been in place for over 50 years. The owner of the Nissan dealership has stated that direct access onto Campbell Ave is critical for his business and for the ability of his customers to use the service station. Closing this entrance would reduce the business and deprive the owner of the ability to operate the dealership and service center to its current extent.
The variance is necessary for the preservation and enjoyment of a substantial property right of the owner, and	If the subdivision regulations and design standards are applied to the existing property, the owner would lose his primary entrance/exit point for the dealership. The existing entrance is a wide commercial entrance that was constructed for customers to comfortably pull off Campbell Ave directly into the dealership to use the service center or purchase a vehicle. The facility was designed around this entrance location, and the entrance is necessary for the preservation of the owner's current use of the property.
The granting of the variance would not be detrimental to the public safety, convenience or welfare or be injurious to other property in the vicinity.	The entrance has been in place for over 50 years. Since this is an existing entrance, granting the variance will simply allow the entrance to remain—it will not be creating a safety concern. Since the driveway entrance has been in use for a significant period, local drivers are already accustomed to its presence and have adapted their driving behavior accordingly. Removing or relocating the entrance could introduce confusion and disruption to the traffic flow, potentially leading to safety hazards during the adjustment period. Since there are limited alternatives to this entrance, removing this entrance could force traffic to use the secondary entrance to the north that is shared with another property. This

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entrance is too narrow and does not meet the city's minimum driveway width, which creates a safety issue for vehicles as they would need to decelerate to a slower speed than is typical when turning into a business.

There have been several meetings with the city's traffic and planning department to determine acceptable conditions for granting the variance for the entrance location. These conditions, noted on the plat, are as follows:

A Subdivision Variance is allowed for the existing access on Campbell Ave. for 3505 S. Campbell Ave. to remain in its current state. The variance shall expire, and the existing access shall be removed to the reasonable satisfaction of the Director of Public Works and made to comply with existing City Code and Subdivision regulations valid at such time should any of the following occur:

- *Any change in use from a retail automotive dealership or any addition of any use type added to the property which is not generally consistent and customary with that of other retail automotive dealerships.*
- *The property redevelops to a material degree requiring a change in access and/or significant traffic flow changes warranting a new site plan. Any redevelopment of the property whereby the use remains as a retail automotive dealership, but a site plan is required by the city (i.e., any bldg. SF addition under the 40% requirement referenced below) shall not trigger this clause.*
- *Any future subdivision activity or lot size adjustments to the property*
- *Any building construction for 3505 S. Campbell Ave increasing the square footage of the current building residing on the property (as*

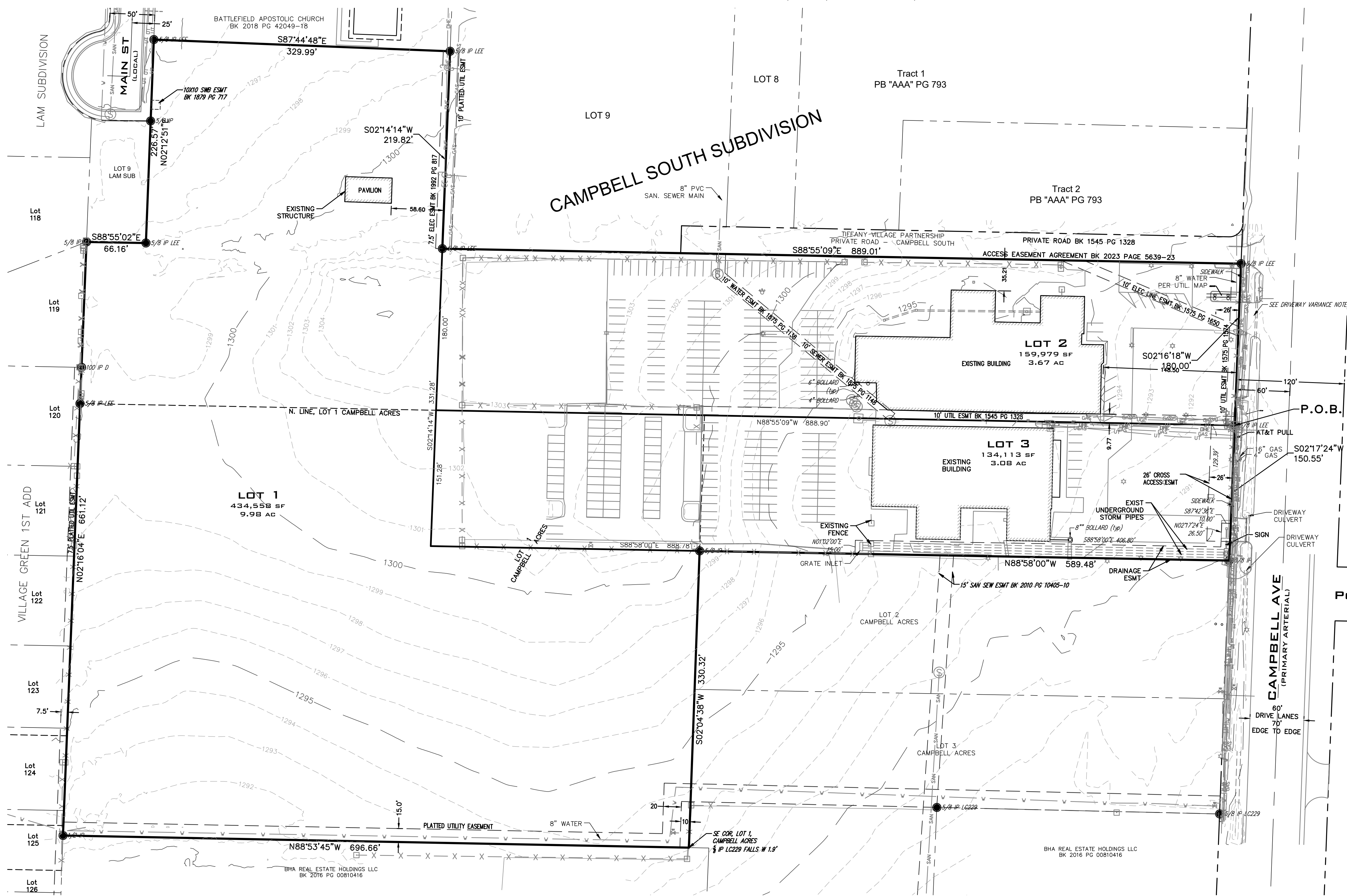
DEVELOPMENT REVIEW STAFF REPORT

of the date of this variance) more than 40 percent.

- *Any modification to the access not consisting of routine maintenance or pavement sealing.*

The access shall be removed, or the cost of the removal held by securities (escrow) with the City prior to issuance of any permits triggering removal of the access as noted herein.

CAMPBELL ACRES PHASE 2

A PRELIMINARY PLAT BEING PART OF THE
NE/4, NE/4, SECTION 11, T28N R22WOWNER/DEVELOPER:
WESTPORT MANAGEMENT LLC
3980 EAST EAGLECLIFFE DRIVE
SPRINGFIELD, MO 65809

SURVEY NOTES -

Accuracy Standard: Type Urban Property

SOURCE OF TITLE: Book 2003 Page 002940-03
Book 2018 Page 038283-18
Book 2023 Page 010774-23
Book 2023 Page 010775-23

The utilities shown were compiled from existing mapping from city services, field locates, and from other mapping/plans such as highway plans. The utilities shown are only to the extent of the available mapping and may not represent all utilities on site. Any particular areas that become of concern during design/planning should be researched further. All buried utilities shown are approximate only.

SURVEYOR'S CERTIFICATE:

Know all men by these presents:

That I, Don Ray Berry, do hereby certify that this plat was prepared under my supervision from actual surveys of the land herein described, prepared and signed by me dated October 21, 2021 and April 20, 2023 and that the corner monuments and lot corner pins shown herein were placed under my personal supervision in accordance with the Missouri Standards for Property Boundary Surveys and Section 410.5 of the Subdivision Regulations, Article II, of the City of Springfield, Greene County, Missouri.

Signature

Don R. Berry, PLS, Missouri L.S. No. 2004017829

Date prepared

April 24, 2024

LEGEND

- FOUND IRON PIN
- SET IRON PIN OR MARKER AS NOTED
- △ R/W MARKER
- BOUNDARY LINE
- - - R/W LINE
- - - EASEMENT LINE
- - - SETBACK LINE
- (M) MEASURED
- (P) PLAT
- (D) DEED
- (R) RECORD
- ☆ LIGHT POLE
- ✉ MAILBOX
- ⊙ SANITARY SEWER MANHOLE
- ⊙ SANITARY SEWER CLEANOUT
- ⊙ SANITARY SEWER LINE
- ⊙ UTILITY POLE
- ⊙ ELECTRIC METER
- ⊙ OVERHEAD ELECTRIC
- ⊙ UNDERGROUND ELECTRIC

GUY WIRE

- PHONE/COMMUNICATION MANHOLE
- PHONE PEDESTAL
- CABLE TV RISER
- CABLE TV LINE
- UNDERGROUND PHONE
- OVERHEAD PHONE
- FIBER OPTIC LINE
- WATER VALVE
- WATER METER
- WATER LINE
- FIRE HYDRANT
- GAS VALVE
- GAS METER
- GAS LINE
- FENCE LINE (AS NOTED)

ROAD SIGN (STOP, SPEED LIMIT, ETC)

ABBREVIATIONS:

- XFMR TRANSFORMER
- ICV IRRIGATION CONTROL VALVE
- CI STORMWATER CURB INLET

STORMWATER NOTES -

- Detention will be provided on each lot at the time of development.
- The area shown hereon is not located in a storm sewer district as of the date of recording and may be subject to future assessment cost if included in future storm water benefit district deemed necessary resulting from problems created by surface water runoff. This is due to the fact that the surface water runoff is presently being accommodated by street and open drainage facilities.
- All Common Areas shall be considered drainage easements. All Common Areas are to be maintained by the property owner's association. All drainage easements are to be maintained by the property owner.
- No fences, plantings, or obstructions other than mailboxes are permitted within the limits of any drainage easement, unless the drainage is enclosed in a below grade conduit. At no time shall permanent structures be allowed in the easement.

SANITARY SEWER NOTES:

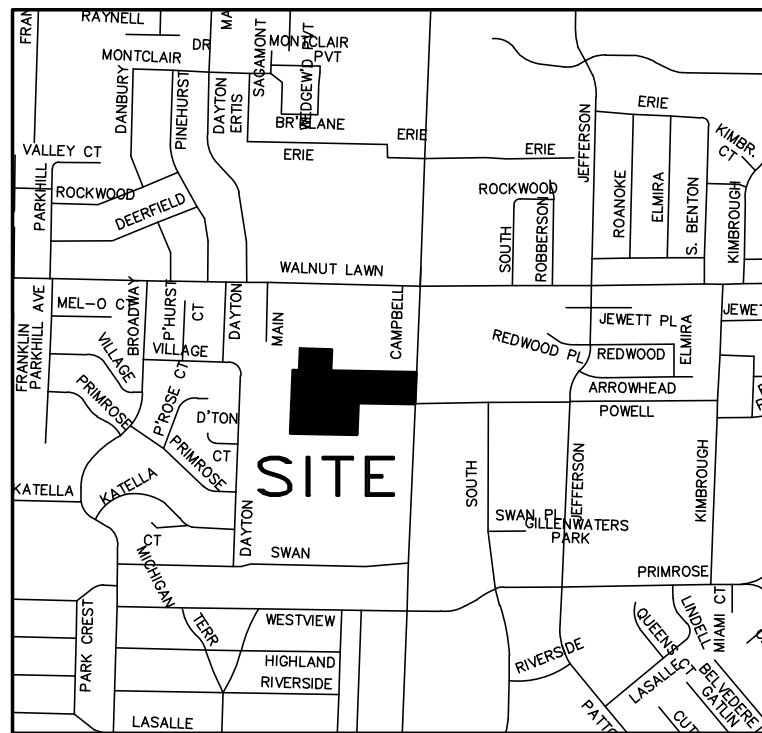
- 3525 S Campbell was issued a special sewer connection permit in 1985 and is served by a private lateral.
- A portion of proposed Lot 1 and the West Half of proposed Lots 2 & 3 are not in a sewer district. Any building constructed in this area may require a special connection agreement or public improvements to be served by public sewer.

VARIANCE - DRIVEWAY

Subdivision Variance is allowed for the existing access on Campbell Ave. for 3505 S. Campbell Ave. to remain in its current state. The variance shall expire and the existing access shall be removed to the reasonable satisfaction of the Director of Public Works and made to comply with existing City Code and Subdivision regulations valid at such time should any of the following occur:

- Any change in use from a retail automotive dealership or any addition of any use type added to the property which is not generally consistent and customary with that of other retail automotive dealerships.
- The property redevelops to a material degree requiring a change in access and/or significant traffic flow changes warranting a new site plan. Any redevelopment of the property whereby the use remains as a retail automotive dealership, but a site plan is required by the city (i.e. any bldg SF addition under the 40% requirement referenced below) shall not trigger this clause.
- Any future subdivision activity or lot size adjustments to the property
- Any building construction for 3505 S. Campbell Ave increasing the square footage of the current building residing on the property (as of the date of this variance) more than 40 percent
- Any modification to the access not consisting of routine maintenance or pavement sealing

The access shall be removed or the cost of the removal held by securities (escrow) with the City prior to issuance of any permits triggering removal of the access as noted herein.

VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

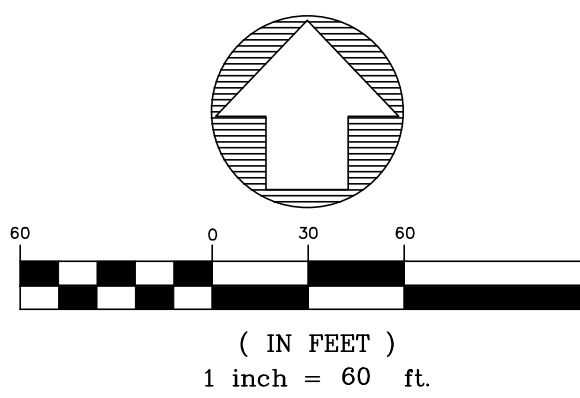
DATE OF PREPARATION: MARCH 27, 2024

TOTAL ACREAGE: 16.73 ACRES
CURRENT ZONING: HC (EAST) & R-TH (WEST)
TOTAL LOTS: 3SMALLEST LOT: 134,113 SF - 3.08 AC (LOT 3)
LARGEST LOT: 434,558 SF - 9.98 AC (LOT 1)

SETBACKS WILL BE DETERMINED BY THE ZONING IN EFFECT AT THE TIME OF DEVELOPMENT.

VARIANCE - STREET EXTENSION

A Subdivision Variance is allowed that will allow Main Street to maintain its current location and configuration and not be extended South through Lot One.



BASIS OF BEARINGS:

BEARINGS ARE GRID NORTH BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE VIA GPS TIES TO THE MODOT VRN NETWORK

FLOOD NOTE:

THIS PROPERTY LIES IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO FIRM COMMUNITY PANEL 29077C0343E, EFFECTIVE DECEMBER 17, 2010.

SURVEY DESCRIPTION -

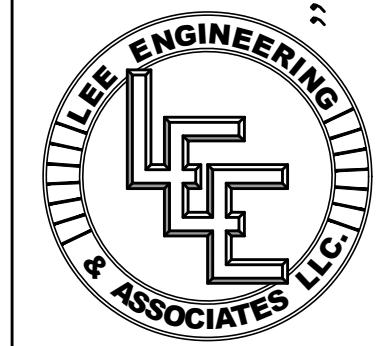
All that part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 28 North, Range 22 West, City of Springfield, Greene County, Missouri and that part of Campbell Acres, a subdivision recorded in Plat Book "AAA" Page 889 of the Greene County Deed Records, and being more particularly described as follows: BEGINNING at an existing iron pin at the Northeast corner of Lot One of Campbell Acres, a recorded subdivision in the City of Springfield, Greene County, Missouri, said pin also lying on the West right-of-way line of Campbell Avenue; thence, South 02°17'24" West, along and with said West line, a distance of 150.55 feet to an existing iron pin between Lots One and Two of said Campbell Acres; thence, North 88°58'00" West, along and with the line between said Lots One and Two, a distance of 589.48 feet to an existing iron pin between Lots One and Two; thence, South 02°04'38" West, along and with the East line of said Lot One, a distance of 330.32 feet to an existing iron pin at the Southeasterly corner of said Lot One; thence, North 88°53'45" West, along and with the South line of said Lot One, a distance of 696.66 feet to an existing iron pin at the Southwest corner of said Lot One; thence, North 02°16'04" East, along and with the West line of said Lot One and its Northerly extension, said line also being the East line of Village Green First Addition, a distance of 661.12 feet to an existing iron pin at the Northeast corner of Lot 119 of said Village Green First Addition, also being the Southwest corner of Lot Nine of Lam Subdivision, both being recorded subdivisions in the City of Springfield, Greene County, Missouri, per the respective recorded plats thereof; thence, South 88°55'02" East, along and with the South line of said Lot Nine, a distance of 66.16 feet to an existing iron pin at the Southeast corner of said Lot Nine; thence, North 02°12'51" East, along and with the East line of said Lot Nine and the East right-of-way line of Main Street, a distance of 226.57 feet to an existing iron pin; thence, South 87°44'48" East, leaving said East line, a distance of 329.99 feet to the West line of Lot Nine of Campbell South, a recorded subdivision in the City of Springfield, Greene County, Missouri, per the recorded plat thereof; thence, South 02°14'14" West, along and with said West line, a distance of 219.82 feet to the Southwest corner of said Lot Nine; thence, South 88°55'09" East, along and with the South line of said Campbell South subdivision, a distance of 889.01 feet to an existing iron pin at the Southeast corner of said subdivision, said point lying on the West right-of-way line of Campbell Avenue; thence, South 02°16'18" West, along and with said West line, a distance of 180.00 feet to the POINT OF BEGINNING, containing 16.73 acres more or less and being subject to easements, restrictions and rights-of-way, if any.

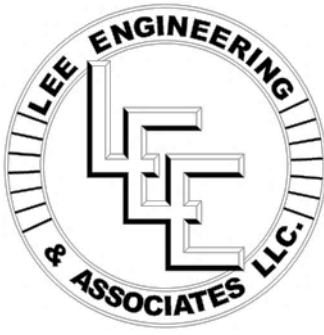
DATE:	
REVISIONS:	
SCALE: 1" = 60'	
FIELD BY: JS, AL	
DRAWN BY: DRB	
CHECKED BY: DRB	

Preliminary Plat
for

CAMPBELL ACRES PHASE 2

SPRINGFIELD, GREENE COUNTY, MISSOURI

Missouri State Certificate of Authority
Engineering #2005015504
Land Surveying #2009028050LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65804
417-886-9100 (phone)
417-886-9336 (fax)
leee@leeengineering.bizDATE: 2024-04-24
SHEET: 1 OF 1
PROJECT: 1703
FILE: 1703 - Campbell Acres PH2
Preliminary Plat.dwg



ATTACHMENT 5

LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & DESIGN

1200 E. WOODHURST DRIVE., SUITE D200, SPRINGFIELD, MO 65804
TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz

City of Springfield
Planning and Zoning Department

March 28, 2024

RE: Campbell Acres Phase II Subdivision Variance for Extension of Main St Access to the South

We are requesting a variance to the following subdivision regulations:

Section 36-243 (2)– Relation to adjoining street system: The arrangement of streets in new subdivisions shall make provision for the continuation of the existing streets in adjoining areas.

Section 36-243 (3) –Projection of streets: Where adjoining areas are not subdivided, the arrangement of streets in new subdivisions shall make provision for the proper projection of streets.

These subdivision regulations, as interpreted by the city's planning department, indicate that an access easement would need to be provided from Main St to the north through Lot 1 of Campbell Acres-Phase 2, granting access to the adjacent property to the south. We are requesting a variance so that we will not be required to extend Main St or provide access through Lot 1 of Campbell Acres-Phase 2.

(a) There are special and unusual circumstances affecting said property such that the strict application of the provisions of this article would deprive the owner of the reasonable use of his land and is not the mere grant of privilege, and

This is a unique subdivision. The subdivision regulations are generally intended to provide access to lots which are being subdivided into multiple lots, necessitating road extensions or access easements to ensure proper access after subdivision occurs. For this subdivision, we are actually combining all the undeveloped area into one large lot (Lot 1) without creating any additional lots across the 16.73 acres. Our subdivision is necessary to create a single, usable lot between the car dealerships and the existing residential single family to the west. Our intent is to increase the size of an existing large lot that fronts S. Main Street, not to create new lots that landlock adjoining lots.

The land we are subdividing is in a fully developed area with all adjoining lots having access to public streets. The adjacent lot to the south was developed as a car dealership before 1980 and currently utilizes the green space behind the dealership for a buffer to the residential uses to the west. Historical aerials show that over the years the car dealership has expanded their retail operation to the west multiple times. This property is not landlocked and has several access points onto the public street system. The only access point that Lot 1 has to the public street system is to Main St, and it is not reasonable in this instance to interpret sections 36-243 (2,3) to mean that this property needs to share its only access point with the adjoining property.

(b) The variance is necessary for preservation and enjoyment of a substantial property right of the owner, and

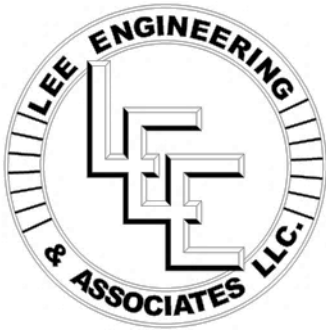
It is the developer's intent that Lot 1 of Campbell Acres- Phase 2 be developed as multifamily housing with gated access to secure the development. We would not be able to gate the housing development and the security of the housing development would be compromised if access must be provided through the property. Our intent to provide a private multi-family development on Lot 1 would no longer be desirable if adjoining retail land could drive through the private residential parking lots to access Main Street.

(c) The granting of the variance would not be detrimental to the public safety, convenience or welfare or be injurious to other property in the vicinity.

The property to the south already has multiple access point to Campbell and multiple access points to W Swan Ct; therefore, it should not need additional access to Main St. There are no public safety or welfare concerns with this variance.

LEE ENGINEERING AND ASSOCIATES, L.L.C.

1200 E. WOODHURST DRIVE • SUITE D200 • SPRINGFIELD, MO 65804
FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz • TELEPHONE: (417) 886-9100



LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & DESIGN

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City of Springfield
Planning and Zoning Department

March 27, 2024

RE: Campbell Acres Phase II Subdivision Variance for Existing Driveway

Section 36-251 (4) - Access criteria for major streets provides guidelines for access restriction that the existing entrance for the 3505 S Campbell property does not meet. The owner is requesting that the existing entrance for 3505 S Campbell, which has been in use since it was constructed sometime between the years 1960-1975, would be allowed to remain in place.

(a) There are special and unusual circumstances affecting said property such that the strict application of the provisions of this article would deprive the owner of the reasonable use of his land and is not the mere grant of privilege, and

The entrance for 3505 S Campbell Ave is the lot's primary access point onto Campbell Ave and is directly aligned with the Nissan dealership's service center. The entrance location is existing and has been in place for over 50 years. The owner of the Nissan dealership has stated that direct access onto Campbell Ave is critical for his business and for the ability of his customers to use the service station. Closing this entrance would reduce the business and deprive the owner of the ability to operate the dealership and service center to its current extent.

(b) The variance is necessary for preservation and enjoyment of a substantial property right of the owner, and

If the subdivision regulations and design standards are applied to the existing property, the owner would lose his primary entrance/exit point for the dealership. The existing entrance is a wide commercial entrance that was constructed for customers to comfortably pull off Campbell Ave directly into the dealership to use the service center or purchase a vehicle. The facility was designed around this entrance location, and the entrance is necessary for the preservation of the owner's current use of the property.

(c) The granting of the variance would not be detrimental to the public safety, convenience or welfare or be injurious to other property in the vicinity.

The entrance has been in place for over 50 years. Since this is an existing entrance, granting the variance will simply allow the entrance to remain—it will not be creating a safety concern. Since the driveway entrance has been in use for a significant period, local drivers are already accustomed to its presence and have adapted their driving behavior accordingly. Removing or relocating the entrance could introduce confusion and disruption

to the traffic flow, potentially leading to safety hazards during the adjustment period. Since there are limited alternatives to this entrance, removing this entrance could force traffic to use the secondary entrance to the north that is shared with another property. This entrance is too narrow and does not meet the city's minimum driveway width, which creates a safety issue for vehicles as they would need to decelerate to a slower speed than is typical when turning into a business.

There have been several meetings with the city's traffic and planning department to determine acceptable conditions for granting the variance for the entrance location. These conditions, noted on the plat, are as follows:

A Subdivision Variance is allowed for the existing access on Campbell Ave. for 3505 S. Campbell Ave. to remain in its current state. The variance shall expire and the existing access shall be removed to the reasonable satisfaction of the Director of Public Works and made to comply with existing City Code and Subdivision regulations valid at such time should any of the following occur:

- *Any change in use from a retail automotive dealership or any addition of any use type added to the property which is not generally consistent and customary with that of other retail automotive dealerships.*
- *The property redevelops to a material degree requiring a change in access and/or significant traffic flow changes warranting a new site plan. Any redevelopment of the property whereby the use remains as a retail automotive dealership, but a site plan is required by the city (i.e. any bldg SF addition under the 40% requirement referenced below) shall not trigger this clause.*
- *Any future subdivision activity or lot size adjustments to the property*
- *Any building construction for 3505 S. Campbell Ave increasing the square footage of the current building residing on the property (as of the date of this variance) more than 40 percent*
- *Any modification to the access not consisting of routine maintenance or pavement sealing*

The access shall be removed or the cost of the removal held by securities (escrow) with the City prior to issuance of any permits triggering removal of the access as noted herein.

LEE ENGINEERING AND ASSOCIATES, L.L.C.

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FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz • TELEPHONE: (417) 886-9100



EXPLANATION TO COUNCIL BILL 2024-133 (HARDINGER)

FILED: 06/18/2024

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance amending the Fiscal Year 2024-2025 budget for the Department of Environmental Services in the amount of \$3,500,000 to appropriate retained earnings from the Clean Water Fund for the design phase of the Environmental Services Operations Facility capital improvement project.

PURPOSE: To approve a budget adjustment to amend the Fiscal Year 2024-2025 Budget for the Department of Environmental Services in the amount of \$3,500,000 to appropriate retained earnings of the Clean Water Fund for the design phase of the Environmental Services Operations Facility capital improvement project.

BACKGROUND INFORMATION: The City's Supplemental Overflow Control Plan (SOCP) was approved concurrently with the 2nd Amended Consent Judgment on or about 4/27/2021. The investment strategies contained within the SOCP include the construction of a new Environmental Services Operations Facility. As the department has increased its staff and equipment resources, as required to execute its programs and the commitments contained within the SOCP, it has utilized space available in multiple municipal buildings and facilities. This has resulted in operational inefficiencies as staff attempt to collaborate and work together on projects. The department has reached a point where it has utilized all available space and is now occupying space that other adjoining departments would prefer to have available for their use.

The department is intending to construct a new operations facility that will generally consist of office space, equipment garages, and materials storage. The facility will be constructed along W Rountree Road (Farm Road 168) on land located adjacent to the SW Treatment Plant, said land being already owned by the City and managed by the Environmental Services department. The facility will allow the department to consolidate its daily operations by having nearly all department staff, heavy equipment, and other resources in close proximity to each other. This also allows space currently occupied by the Environmental Services department in numerous city buildings and garages to be reallocated for use by other departments with space needs, including but not limited to Public Works.

A consulting team has been selected to proceed with the design of the operations facility. This budget adjustment will allocate funds for the entirety of the consulting team's design and construction phase work, which is approximately \$3,000,000. The remaining \$500,000 of the budget adjustment will allocate funds for other miscellaneous design phase tasks (including costs related to LEED certification) and contingency, if needed, during the design phase. Once plans are complete and



construction phase costs estimates are refined, a future budget adjustment will be brought to council for construction phase costs related to the project.

REMARKS:

Approval of this budget adjustment will allow design phase tasks to proceed to develop plans and specifications for construction of the operations facility.

Future approval of a separate budget adjustment will be necessary to authorize funds for construction of the operations facility.

The requested budget adjustment of \$3,500,000 is intended to allocate funds for the full project cost of the design team's professional services and includes funds for miscellaneous design phase costs and contingency, if needed.

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 6/27/2024

Attachments:

1. ES Operations Facility CIP - Ord
2. BA ES Operations Facility CIP

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 07-02-24

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-133

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2024-2025 budget for the Department of
2 Environmental Services in the amount of \$3,500,000 to appropriate
3 retained earnings from the Clean Water Fund for the design phase
4 of the Environmental Services Operations Facility capital
5 improvement project.
6 _____
7

8 WHEREAS, the City of Springfield, Missouri, by and through the Department of
9 Environmental Services (the "Department") desires to provide environmentally and
10 economically responsible wastewater, stormwater, and solid waste management to the
11 citizens of Springfield and the region; and
12

13 WHEREAS, on April 5, 2021, through Special Ordinance 27480, the City
14 approved the 2021 Supplemental Overflow Control Plan ("SOCP") to comply with the
15 2nd Amended Consent Judgment; and
16

17 WHEREAS, the Environmental Services Operations Facility was identified within
18 the SOCP as an infrastructure need to promote efficiencies in department operations
19 and to accommodate growth in department staff and equipment resources as required
20 to execute the City's commitments under the SOCP; and
21

22 WHEREAS, this Project is listed in the Council-approved Capital Improvements
23 Program ("CIP") as 19-0053.
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 Fiscal Year 2024-2025 budget of the Department of
29 Environmental Services of the City of Springfield is hereby amended in the accounts
30 and in the amounts as shown on Budget Adjustment No. 007, a copy of which is
31 attached hereto and incorporated herein by reference as "Exhibit A."
32

33 Section 2 – The City Council hereby finds that the budget adjustment made
34 above has been recommended by the City Manager.

35
36 Section 3 – The City Manager, or designee, is directed to cause the appropriate
37 accounting entries to be made in the books and records of the City.

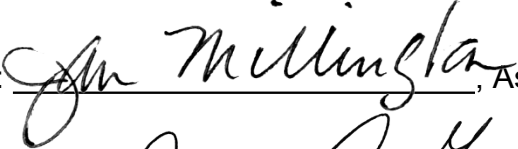
38
39 Section 4 – This Ordinance shall be in full force and effect from and after
40 passage.

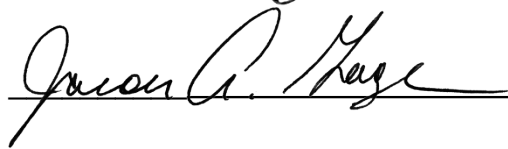
41
42 Passed at meeting: _____

43
44 _____
45 Mayor

46
47 Attest: _____, City Clerk

48
49 Filed as Ordinance: _____

50
51
52 Approved as to form: , Assistant City Attorney

53
54
55 Approved for Council action: , City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
007

Revenues:

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

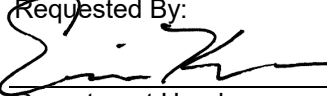
Expenditures:

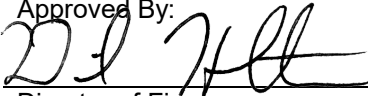
Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	102752	00000	\$3,500,000	Environmental Services New Operations Facility - Design Phase
Net Expenditure Adjustment						\$3,500,000	

Fund Balance Appropriation:

Fund	Title	Amount
53020	Clean Water Improvement Fund	(3,500,000)

Explanation: To amend the FY2024-25 budget of the Department of Environmental Services by appropriating fund balance reserves totaling \$3,500,000 from the Clean Water Enterprise Fund for the design phase of the Environmental Services New Operations Facility.

Requested By:  July 2, 2024
Department Head Date

Approved By:  July 2, 2024
Director of Finance Date

City Manager Date

Authorization:
Council Bill No. 2024-133
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2024-134 (HOSMER)

FILED: 06/19/2024

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance amending the Fiscal Year 2023-2024 operating budget of the City of Springfield in the General Fund by increasing both revenue and expenses in the amount of \$189,564, for the purpose of adjusting for certain reimbursements and associated offsetting expenses, adjusting the salary budget for retirement payouts, and adjusting interdepartmental budgets.

PURPOSE: Amending the City's Fiscal Year 2023-2024 operating budget in the General Fund by increasing both revenue and expenses in the amount of \$189,564.

BACKGROUND INFORMATION: During the fiscal year, various events occurred resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements for various City services. Each revenue adjustment has a corresponding increase in expense. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2023-2024 ended on June 30, 2024, the books remain open for year-end entries. The Fiscal Year 2023-2024 year-end budget adjustment includes a revenue and expense adjustment of \$189,564 for reimbursements. This year's reimbursements include funds from Greene County, Republic, and Nixa for Niche software, reimbursement for the Police training apprenticeship program, sale of City gear and event merchandise items, sale of scrap metal and a small amount of donations.

Actual year-end salary expense often varies from budget due to sick leave and vacation payments that are paid at retirement. These payouts are not budgeted. Overall, salary expense in the General Fund did not exceed the budget in Fiscal Year 2023-2024; however, it is necessary to adjust appropriations between departments. Some departments may need additional funds due to numerous retirees, while other departments have funds available due to vacancies. Finally, the distribution of city-wide contingency, and other adjustments between departments, are included for funding shortfalls and emergencies experienced throughout the budget year.

REMARKS: The purpose of this budget adjustment is to adjust the Fiscal Year 2023-2024 budget for reimbursements and associated offsetting expense items as well as adjust the salary budget for retirement payouts. This is separate from and different than a carryover budget adjustment which appropriates available funds in excess of the operating reserve. The information for the carryover budget adjustment is not available until the financial statements for the fiscal year are complete. This generally occurs in



November following the close of the fiscal year in June. It is not known at this time the amount of carryover funds from the Fiscal Year 2023-2024 budget.

Submitted By: Teresa Allen, Budget Coordinator

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

Collin Quigley, Deputy City Manager 6/27/2024

Attachments:

1. FY 23-24 Year End General Fund Budget Adjustment_ord
2. Year-End FY24 Budget Adjustment_BA

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 07-02-24

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-134

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2023-2024 operating budget of the City of Springfield in
2 the General Fund by increasing both revenue and expenses in the amount
3 of \$189,564, for the purpose of adjusting for certain reimbursements and
4 associated offsetting expenses, adjusting the salary budget for retirement
5 payouts, and adjusting interdepartmental budgets.
6 _____
7

8 WHEREAS, during a fiscal year, various events occur resulting in revenue and
9 expenses which were not anticipated at the time the budget was developed; and
10

11 WHEREAS, for efficiency purposes these adjustments to the budget are typically
12 handled toward the end of the fiscal year or shortly thereafter; and
13

14 WHEREAS, the Fiscal Year 2023-2024 operating budget for the General Fund
15 needs to be adjusted for revenue and expenses of \$189,564 for reimbursements, salary
16 budget adjustments for retirement payouts, and interdepartmental adjustments.
17

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

21 Section 1 – The budget of the City of Springfield for Fiscal Year 2023-2024 is
22 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
23 No. 076, a copy of which is attached hereto and incorporated herein by this reference
24 as “Exhibit A.”
25

26 Section 2 – City Council finds the budget adjustment has been recommended by
27 the City Manager and that the budget adjustment made herein is necessary to reconcile
28 differences between budgeted revenues and expenditures and actual revenues and
29 expenditures.
30

31 Section 3 – City Council hereby directs the City Manager, or designee, to cause
32 the appropriate accounting entries to be made in the books and records of the City.
33

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

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46
47 Approved as to form: Laura Vales, Assistant City Attorney

48
49
50 Approved for Council action: Jason A. Hays, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
076

Revenues:

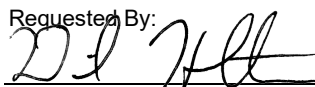
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	10	15050	414110	000000	00000	245	Fire Sale of Scrap Metal
10110	18	97580	414110	000000	00000	32,000	Police Training Apprenticeship through WFD program
10110	18	97510	413030	000000	00000	117,003	Police - Outside agencies reimbursement for Niche
10110	19	20010	414110	000000	00000	3,742	PIO - Sale of City gear and event merchandise
10110	19	20140	413010	000000	00000	35,500	PIO - Event advertising support
10110	19	20130	414110	000000	00000	738	PIO - Mayor's Tree lighting donations
10110	19	20140	414100	000000	00000	336	PIO Sale of Scrap Metal for Clean Green program
Net Revenue Adjustment						\$ 189,564	

Expenditures:

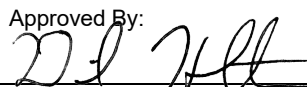
Fund	Dept	Org	Account	P&G	Location	Amount	Description
Reimbursements:							
10110	10	15050	501260	000000	00000	245	Fire Sale of Scrap Metal
10110	18	97580	501260	000000	00000	32,000	Police Training Apprenticeship through WFD program
10110	18	97510	504580	000000	00000	117,003	Police - Outside agencies reimbursement for Niche
10110	19	20010	501260	000000	00000	3,742	PIO - Sale of City gear and event merchandise
10110	19	20140	501260	000000	00000	35,500	PIO - Event advertising support
10110	19	20130	501260	000000	00000	738	PIO - Mayor's Tree lighting donations
10110	19	20140	501260	000000	00000	336	PIO Sale of Scrap Metal for Clean Green program
Reallocate salaries by department:							
10110	04	11030	500110	000000	00000	20,000	City Attorney- Salaries
10110	05	12010	500110	000000	00000	5,000	City Clerk- Salaries
10110	06	13010	500110	000000	00000	65,000	City Manager - Salaries
10110	09	14020	500110	000000	00000	60,000	Finance - Salaries
10110	12	16010	500110	000000	00000	10,000	Human Resources - Salaries
10110	15	19020	500110	000000	00000	(205,000)	Municipal Court - Salaries
10110	19	20010	500110	000000	00000	45,000	Public Information Office - Salaries
Distribute contingency funds by department:							
10110	06	13120	502780	000000	00000	30,405	City Clerk Additional Election Expense
10110	05	12010	502190	000000	00000	(30,405)	City Clerk Additional Election Expense
10110	06	13120	502780	000000	00000	(6,800)	Finance-Short Term Rental Monitoring Software shortfall
10110	09	14140	501230	000000	00000	6,800	Finance-Short Term Rental Monitoring Software shortfall
10110	06	13120	501230	000000	00000	(23,167)	Information Systems-Software project shortfalls
10110	13	17010	501230	000000	00000	23,167	Information Systems-Software project shortfalls
10110	06	13120	502780	000000	00000	(50,000)	Planning Fiscal Impact Analysis
10110	17	60010	504580	102641	00000	50,000	Planning Fiscal Impact Analysis
10110	06	13120	508170	000000	00000	(15,617)	PW Emergency Repair the Expo Center HVAC Controllers
10110	20	79030	508170	000000	00000	15,617	PW Emergency Repair the Expo Center HVAC Controllers
10110	06	13120	509110	100912	00000	(36,653)	PW Pre-Construction Services Historic City Hall
10110	20	73020	508350	100912	00000	36,653	PW Pre-Construction Services Historic City Hall
10110	06	13120	509110	102501	00000	(25,000)	PW Construct Monument Sign at Fire Station 13
10110	20	73020	509110	102501	10737	25,000	PW Construct Monument Sign at Fire Station 13
10110	06	13120	509110	103133	00000	(35,000)	PW Replace/Install fencing around HVAC Units Busch Bldg
10110	20	73020	509110	103133	00000	35,000	PW Replace/Install fencing around HVAC Units Busch Bldg
10110	06	13120	502780	000000	00000	(19,191)	HR Oracle Advanced Benefits Software Project
10110	12	16010	504580	000000	00000	19,191	HR Oracle Advanced Benefits Software Project
10110	06	13120	502780	000000	00000	(50,000)	PIO Clean Green Springfield program
10110	19	20140	501260	000000	00000	50,000	PIO Clean Green Springfield program
10110	06	13120	502780	000000	00000	(14,032)	WFD Installation for Badge Entry at Missouri Career Center
10110	21	28110	501220	000000	00000	14,032	WFD Installation for Badge Entry at Missouri Career Center
Other adjustments between department:							
10110	17	60130	504580	000000	00000	(11,000)	Move Mayor's Comm. on Human Rights from Planning
10110	06	13150	504580	000000	00000	11,000	Move Mayor's Comm. on Human Rights to City Manager
10110	10	15010	509110	103197	00000	80,390	Fire Station # 6 shortfall funded by Public Works
10110	20	70010	502780	000000	00000	(80,390)	Fire Station # 6 shortfall funded by Public Works
Net Expenditure Adjustment						\$ 189,564	

Explanation: To amend the fiscal year end 2023-24 budget for the General Fund.

Requested By:


Department Head July 2, 2024
Date

Approved By:


Director of Finance July 2, 2024
Date

Authorization:

Council Bill No. 2024-134
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager _____
Date



EXPLANATION TO COUNCIL BILL 2024-135 (CARROLL)

FILED: 06/19/2024

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance amending the Fiscal Year 2023-2024 operating budget of the City of Springfield by increasing both revenue and expenses in the amount of \$436,659, in various Special Revenue Funds, for the purpose of accounting for certain reimbursements and associated offsetting expense items.

PURPOSE: Amending the City's Fiscal Year 2023-2024 operating budget by increasing both revenue and expenses in the amount of \$436,659 in various Special Revenue Funds.

BACKGROUND INFORMATION: During the fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements from other agencies. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2023-2024 ended on June 30, 2024, the books remain open for year-end entries. The Fiscal Year 2023-2024 year-end budget adjustment includes \$395,000, which was paid out of the fire escrow funds held by the City. Often, an insurance company will issue checks for reimbursement of fire damage to both the City and the property owner. The City holds the funds in escrow until the property damage is cleaned up and the property meets the requirements of City code. The Fire department received \$28,724 from MSU SMOG (Southwest Missouri Council of Governments) for travel reimbursement and \$70 in donations for the smoke alarm program. The Police department received \$5,793, for the sale of brass from spent ammunition. The Public Information Office received \$12,073 in Route 66 merchandise sales and other reimbursements not anticipated during the budget process.

REMARKS: The purpose of this budget adjustment is to adjust the Fiscal Year 2023-2024 budget for reimbursements and associated offsetting expense items. This budget adjustment includes special revenue funds. These funds are designated for a specific purpose and must be used only for this purpose.

Submitted By: Teresa Allen, Budget Coordinator

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 6/27/2024



- Attachments:**
1. FY 23-24 Year End Special Revenue BA- Ord
 2. Special Revenue Fund Year-End FY24_BA

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 07-02-24

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-135

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2023-2024 operating budget of the City of Springfield by
2 increasing both revenue and expenses in the amount of \$436,659, in
3 various Special Revenue Funds, for the purpose of accounting for certain
4 reimbursements and associated offsetting expense items.
5 _____
6

7 WHEREAS, during a fiscal year, various events occur resulting in revenue and
8 expenses which were not anticipated at the time the budget was developed; and
9

10 WHEREAS, for efficiency purposes these adjustments to the budget are typically
11 handled toward the end of the fiscal year or shortly thereafter; and
12

13 WHEREAS, the Fiscal Year 2023-2024 operating budget for various Special
14 Revenue Funds needs to be adjusted for reimbursements and associated offsetting
15 expense items by increasing both revenue and expenses in the amount of \$436,659.
16

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

20 Section 1 – The budget of the City of Springfield for Fiscal Year 2023-2024 is
21 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
22 No. 077, a copy of which is attached hereto and incorporated herein by this reference
23 as “Exhibit A.”
24

25 Section 2 – City Council finds the budget adjustment has been recommended by
26 the City Manager and that the budget adjustment made herein is necessary to reconcile
27 differences between budgeted revenues and expenditures and actual revenues and
28 expenditures.
29

30 Section 3 – City Council hereby directs the City Manager, or designee, to cause
31 the appropriate accounting entries to be made in the books and records of the City.
32

33 Section 4 – This Ordinance shall be in full force and effect from and after
34 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: Laura Vales, Assistant City Attorney

47
48
49 Approved for Council action: Jason C. Page, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
077

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	414110	000000	00000	\$ 395,000	BDS - Fire Escrow Fund payouts
22690	10	15080	414070	000000	00000	70	Fire State of Mo Fund- Smoke alarm program donation
22630	10	15070	414110	000000	00000	23,724	Fire HazMat Fund - Reimbursement for travel expenses
25060	18	97580	413100	000000	00000	5,793	Police Special Revenue Fund- Sale of brass
23640	19	20120	414110	000000	00000	12,073	PIO Route 66 Fund - Merchandise sales and reimbursements
Net Revenue Adjustment						\$ 436,659	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	502210	000000	00000	\$ 395,000	BDS - Fire Escrow Fund payouts
22620	10	15080	501260	000000	00000	70	Fire State of Mo Fund- Smoke alarm program donation
22630	10	15070	501260	000000	00000	23,724	Fire HazMat Fund - Reimbursement for travel expenses
25060	18	97580	501190	000000	00000	5,793	Police Special Revenue Fund- Sale of brass
23640	19	20120	504580	000000	00000	12,073	PIO Route 66 Fund - Merchandise sales and reimbursements
Net Expenditure Adjustment						\$ 436,659	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the fiscal year end 2023-24 budget for reimbursements received for various funds.

Requested By:


Department Head

July 2, 2024
Date

Approved By:


Director of Finance

July 2, 2024
Date

Authorization:

Council Bill No. 2024-135
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2024-136 (CARROLL)

FILED: 06/20/2024

ORIGINATING DEPARTMENT: Parks

TITLE: A special ordinance amending the Park Board's Fiscal Year 2023-2024 operating budget by increasing revenues by \$700,000 and appropriating Parks Fund Balance of \$633,892, for a total of \$1,333,892, to offset unanticipated expenditures of \$1,333,892, and increasing both revenues and associated expenses within the Golf Enterprise Fund by \$500,000, for an overall budget adjustment of \$1,833,892.

PURPOSE: Amending the Park Board's Fiscal Year 2023-2024 operating budget by increasing revenues by \$700,000 and appropriating Parks Fund Balance of \$633,892, for a total of \$1,333,892, to offset unanticipated expenditures of \$1,333,892, and increasing both revenues and associated expenses within the Golf Enterprise Fund by \$500,000, for an overall budget adjustment of \$1,833,892.

BACKGROUND INFORMATION: During the fiscal year, actual revenues and expenditures can vary from the operating budget estimates developed prior to the start of the fiscal year. As a result, a budget adjustment is typically submitted to City Council to recognize these differences and adjust the Parks Budget at or near the close of each fiscal year.

During Fiscal Year 2023-2024, unanticipated expenditures exceeded budgeted expenditures by \$1,333,892 and Parks is requesting a budget adjustment to appropriate funds from the Parks Property Mill Tax Revenues and the Parks 2001 and 2006 Sales Tax Revenues, received in excess of budget in the amount of \$700,000, and to utilize \$633,892 from the Parks Fund Balance, to offset the total unanticipated expenditures within these funds for the fiscal year ending June 30, 2024. In addition, the Golf Enterprise Fund revenues will exceed the amount budgeted by Parks by approximately \$500,000 (rounded estimate). This additional revenue will be used to offset expense items in the Golf Enterprise Fund.

Submitted By: Lana Woolsey, Assistant City Attorney

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

Maurice S. Jones, Deputy City Manager 6/27/2024

Attachments:

1. Parks 2024 Budget Adj_ord_
2. Parks Year End Budget Adjustment_BA

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 07-02-24

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024 -136

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Park Board's Fiscal Year 2023-2024 operating budget by increasing
2 revenues by \$700,000 and appropriating Parks Fund Balance of
3 \$633,892, for a total of \$1,333,892, to offset unanticipated expenditures of
4 \$1,333,892, and increasing both revenues and associated expenses
5 within the Golf Enterprise Fund by \$500,000, for an overall budget
6 adjustment of \$1,833,892.
7 _____
8

9 WHEREAS, during a fiscal year, various events occur resulting in revenue and
10 expenses which were not anticipated at the time the budget was developed; and
11

12 WHEREAS, for efficiency purposes these adjustments to the budget are typically
13 handled toward the end of the fiscal year or shortly thereafter; and
14

15 WHEREAS, the Fiscal Year 2023-2024 operating budget for the Park Board
16 needs to be adjusted for reimbursements and associated offsetting expense items.
17

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

21 Section 1 – The Park Board's Budget for Fiscal Year 2023-2024 is hereby
22 amended in the accounts and in the amounts as shown on Budget Adjustment No. 078,
23 a copy of which is attached hereto and incorporated herein by this reference as “Exhibit
24 A.”
25

26 Section 2 – City Council finds the budget adjustment has been recommended by
27 the Park Board and the City Manager and that the budget adjustment made herein is
28 necessary to reconcile differences between budgeted revenues and expenditures and
29 actual revenues and expenditures.
30

31 Section 3 – City Council hereby directs the City Manager, or designee, to cause
32 the appropriate accounting entries to be made in the books and records of the City.

33
34 Section 4 – This Ordinance shall be in full force and effect from and after
35 passage.

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44
45 Filed as Ordinance: _____

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

49
50
51 _____
52 Approved for Council action: _____, City Manager
53

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
078

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20120	16	80020	401510	000000	00000	\$ 100,000	Parks 2001 Sales Tax Revenue
20130	16	80030	401510	000000	00000	100,000	Parks 2006 Sales Tax Revenue
20110	16	80010	401030	000000	00000	500,000	Parks Property Mill Tax Revenue
57010	16	25010	412020	000000	10170	100,000	Horton Smith Golf Course Activity Fees
57010	16	25010	412020	000000	10355	200,000	Rivercut Golf Course Activity Fees
57010	16	25010	412020	000000	10410	200,000	Bill and Payne Stewart Golf Course Activity Fees
Net Revenue Adjustment						\$ 1,200,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20120	16	80010	502430	000000	00000	\$ (276,347)	Reserve Appropriation
20130	16	80010	502430	000000	00000	(128,129)	Reserve Appropriation
20120	16	80010	504620	000000	00000	(260,000)	Specialty Services
20120	16	80010	502230	000000	00000	235,000	Contingency-Insurance
20110	16	80010	500110	000000	00000	213,800	Base Salaries
20120	16	80010	500110	000000	00000	233,000	Base Salaries
20130	16	80010	500110	000000	00000	240,200	Base Salaries
20110	16	80010	500130	000000	00000	25,000	Temporary Salaries
20120	16	80010	500130	000000	00000	25,000	Temporary Salaries
20130	16	80010	500130	000000	00000	25,000	Temporary Salaries
20110	16	82610	501200	000000	10076	3,543	Repair Maintenance Supplies
20110	16	80520	502710	000000	00000	4,517	Building Repairs
20110	16	80520	502710	000000	10118	22,344	Building Repairs
20110	16	80520	502710	000000	10141	10,499	Building Repairs
20110	16	82570	502710	000000	10248	59,768	Building Repairs
20110	16	80550	502740	000000	00000	30,172	Motor Vehicle Repairs
20110	16	80520	502760	000000	00000	5,886	Plant Equipment Repairs
20110	16	80520	502760	000000	00000	61,399	Plant Equipment Repairs
20110	16	80520	502760	000000	10065	2,753	Plant Equipment Repairs
20110	16	80520	502760	000000	10222	2,416	Plant Equipment Repairs
20110	16	80520	502760	000000	10245	6,825	Plant Equipment Repairs
20110	16	80520	502760	000000	10441	2,675	Plant Equipment Repairs
20110	16	80010	504580	000000	10245	4,500	Other Professional Services
20110	16	80020	504580	000000	10099	12,735	Other Professional Services
20110	16	82570	504580	000000	10248	31,647	Other Professional Services
20110	16	82570	504580	000000	10292	14,000	Other Professional Services
20110	16	82540	508170	000000	00000	27,000	Other Equipment
20110	16	80020	508220	000000	00000	86,650	Other Improvement
20120	16	82540	501190	000000	10263	4,082	Tools and Equipment
20120	16	80010	501290	000000	00000	57,589	Safety Items
20120	16	80520	502710	000000	10065	23,000	Building Repairs
20120	16	80520	502710	000000	10101	18,006	Building Repairs
20120	16	80520	502710	000000	10118	3,436	Building Repairs
20120	16	80550	502740	000000	00000	63,032	Motor Vehicle Repairs
Net Expenditure Adjustment						(Continue)	

Fund Balance Appropriation:

Fund	Dept	Title	Amount
20130	16	Parks 2006 Sales Tax Fund	(140,877)
20120	16	Parks 2001 Sales Tax Fund	(364,886)
20110	16	Parks Property Mill Tax Fund	(128,129)
	16	Total Fund Balance Approp	(633,892)

Explanation: Page 1 - To amend the FY2023-24 budget by appropriating Parks Property Mill Tax Revenue, Parks 2001 and 2006 Sales Tax Revenue, Golf Enterprise Fund revenue, and Parks Operating Fund Balance appropriation to offset unanticipated expenditures in excess of budget for the fiscal year ending June 30, 2024.

Requested By:

July 2, 2024
Department Head Date

Approved By:

 July 2, 2024
Director of Finance Date

Authorization:

Council Bill No. 2024-136
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit

Budget Adjustment
078

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20120	16	80520	502760	000000	10065	\$ 15,808	Plant Equipment Repairs
20120	16	80520	502760	000000	10101	9,449	Plant Equipment Repairs
20120	16	80520	502760	000000	10104	87,132	Plant Equipment Repairs
20120	16	80520	502760	000000	10263	15,612	Plant Equipment Repairs
20120	16	80020	504520	000000	10212	7,325	Building Security-Non Capital
20120	16	88030	504520	000000	10229	4,273	Building Security-Non Capital
20120	16	88030	504520	000000	10364	3,002	Building Security-Non Capital
20120	16	80020	504580	000000	10212	66,879	Other Professional Services
20120	16	88030	504580	000000	10229	8,500	Other Professional Services
20120	16	87510	504580	000000	10099	100,000	Other Professional Services
20120	16	80020	508170	000000	10212	10,012	Other Equipment
20120	16	80020	508220	000000	10065	10,173	Other Improvements
20120	16	80020	508220	000000	10212	924	Other Improvements
20130	16	80510	501260	000000	10094	7,198	Operating Supplies
20130	16	80020	501290	000000	10094	41,189	Safety Items
20130	16	80520	502710	000000	10092	27,149	Building Repairs
20130	16	80520	502710	000000	10405	16,760	Building Repairs
20130	16	80520	502750	000000	10405	6,635	Office Equipment Repairs
20130	16	80520	502760	000000	10092	3,595	Plant Equipment Repairs
20130	16	80520	504580	000000	10405	1,280	Other Professional Services
57010	16	25010	507520	000000	10410	70,000	Inventory Purchases
57010	16	25010	507520	000000	10355	70,000	Inventory Purchases
57010	16	25010	507520	000000	10170	30,000	Inventory Purchases
57010	16	25010	502080	000000	10410	25,000	Banking Charges
57010	16	25010	502080	000000	10355	25,000	Banking Charges
57010	16	25010	502080	000000	10170	25,000	Banking Charges
57010	16	25010	501130	000000	10169	15,000	Chemical and Drug Lab Supplies
57010	16	25010	501130	000000	10354	15,000	Chemical and Drug Lab Supplies
57010	16	25010	501130	000000	10409	15,000	Chemical and Drug Lab Supplies
57010	16	25010	501260	000000	10410	25,000	Operating Supplies
57010	16	25010	501260	000000	10355	25,000	Operating Supplies
57010	16	25010	501260	000000	10170	25,000	Operating Supplies
57010	16	25010	501280	000000	10169	15,000	Plumbing and Electrical
57010	16	25010	501280	000000	10354	15,000	Plumbing and Electrical
57010	16	25010	501280	000000	10409	15,000	Plumbing and Electrical
57010	16	25010	500110	000000	10410	30,000	Base Salaries
57010	16	25010	500110	000000	10355	30,000	Base Salaries
57010	16	25010	500110	000000	10170	30,000	Base Salaries
Net Expenditure Adjustment						\$ 1,833,892	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: Page 2 - To amend the FY2023-24 budget by appropriating Parks Property Mill Tax Revenue, Parks 2001 and 2006 Sales Tax Revenue, Golf Enterprise Fund revenue, and Parks Operating Fund Balance appropriation to offset unanticipated expenditures in excess of budget for the fiscal year ending June 30, 2024.

Requested By:

Approved By:

Authorization:

July 2, 2024
Department Head Date


Director of Finance Date

Council Bill No. 2024-136
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2024-137 (HOSMER)

FILED: 06/20/2024

ORIGINATING DEPARTMENT: Art Museum

TITLE: A special ordinance amending the Fiscal Year 2024-2025 budget in the amount of \$750,000 to appropriate the fund balance from the Art Museum Special Project Fund to support the design and construction of the Springfield Art Museum Renovation and Expansion Project at the Springfield Art Museum.

PURPOSE: A special ordinance to amend the Fiscal Year 2024-2025 budget in the amount of \$750,000 to appropriate the fund balance from the Art Museum Special Project Fund to support the design and construction of the Springfield Art Museum Renovation and Expansion Project at the Springfield Art Museum.

BACKGROUND INFORMATION: The Springfield Art Museum continues to work on its transformative renovation and expansion project for its building and grounds. Private donations to this effort have been accepted by the Friends of the Springfield Art Museum, Inc. ("FOSAM"), a 501c3 non-profit corporation with a mission and purpose to raise funds for the Springfield Art Museum. Funds raised for this project held by FOSAM have been invested to maximize returns on donated funds and will be transferred to the Art Museum as investment vehicles mature and funds are needed. This \$750,000 in donated revenue has been transferred to the Art Museum Special Project Fund. The fund balance appropriation will be used to cover costs, including the design and construction of the Springfield Art Museum Renovation and Expansion Project.

Submitted By: Nick Nelson, Director of Art Museum

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

Maurice S. Jones, Deputy City Manager 6/27/2024

Attachments:

1. Art Museum Fund Balance Appropriation_Ord
2. 003 FY25 Art Museum Private Donations for Construction (1)

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-02-24

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-137

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2024-2025 budget in the amount of \$750,000 to
2 appropriate the fund balance from the Art Museum Special Project
3 Fund to support the design and construction of the Springfield Art
4 Museum Renovation and Expansion Project at the Springfield Art
5 Museum.
6 _____
7

8 WHEREAS, the Springfield Art Museum continues to work on its transformative
9 Museum Renovation and Expansion Project ("Project") for its building and grounds; and
10

11 WHEREAS, private donations for the Project have been accepted by the Friends
12 of the Springfield Art Museum, Inc. ("FOSAM"), a 501c3 non-profit corporation with a
13 mission and purpose to raise funds for the Springfield Art Museum, and placed in the
14 Art Museum Special Project Fund, where they have been invested to maximize returns
15 on donated funds and will be transferred to the Art Museum as investment vehicles
16 mature and funds are needed for the Project; and
17

18 WHEREAS, \$750,000 in donated revenue now needs to be appropriated from
19 the Art Museum Special Project Fund to the Art Museum, to cover costs, including the
20 design and construction, of the Springfield Art Museum Renovation and Expansion
21 Project.
22

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

26 Section 1 – The budget of the Springfield Art Museum for Fiscal Year 2024-2025
27 is hereby amended in the accounts and in the amounts shown on Budget Adjustment
28 No. 003, a copy of which is attached hereto and incorporated herein by reference as
29 "Exhibit A."
30

31 Section 2 – City Council finds that the budget adjustment made above has been
32 recommended by the City Manager.
33

34 Section 3 – The City Manager, or designee, is directed to cause the appropriate
35 accounting entries to be made in the books and records of the City.

36
37 Section 4 – This Ordinance shall be in full force and effect from and after
38 passage.
39

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: Mary B. Bozart, Assistant City Attorney
52

53
54 Approved for Council action: Jason A. Hays, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
003

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
29130	02	21010	414070	000000	00000	\$ 750,000	Art Museum - Donations
Net Revenue Adjustment						\$ 750,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
29130	02	21010	509110	103254	00000	\$ 750,000	Construction - Capital Improvement
Net Expenditure Adjustment						\$ 750,000	

Fund Balance Appropriation:

Fund	Title	Amount
		-

Explanation: To amend the FY2024-2025 budget by appropriating Donations from the Art Special Project Fund for the renovation construction costs of the Art Museum building.

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 2024-138 (SIMPSON, CARROLL, MCGULL, H

FILED: 06/20/2024

ORIGINATING DEPARTMENT: Finance

TITLE: A general ordinance amending Special Ordinances 27640, 27641, 27642, 27643, and 27730 to revise funding appropriated for retention payments and a city-wide housing study; amending the budget for Fiscal Year 2024-2025 to appropriate funds from the City's Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, for certain projects in the amount of \$611,819.00; and authorizing the City Manager, or designee, to enter into agreements for said projects.

PURPOSE: Amending Special Ordinances 27640-27643 and Special Ordinance 27730 to revise funding appropriated for retention payments and a city-wide housing study, amending the budget for Fiscal Year 2024-2025 to appropriate funds from the City's Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, for certain projects in the amount of \$611,819, as recommended by the City Council ARPA Review Committee.

BACKGROUND INFORMATION: The American Rescue Plan Act ("ARPA") of 2021 was passed by Congress on March 10, 2021, and signed into law on March 11, 2021. The Act provided \$1.9 trillion in aid to families, governments, businesses, schools, non-profits, and others impacted by COVID-19. The Act included, among other things, \$656 billion for direct financial assistance to individuals, businesses and non-profits; \$56 billion in assistance to individuals and families, \$211 billion for education and childcare programs; \$86 billion for health programs; \$40 billion for transportation, including airports and rail; \$61 billion for a variety of other programs and \$350 billion for state and local governments in a Fiscal Recovery Fund.

Of the \$350 billion in state and local ARPA Fiscal Recovery Fund administered by the U.S. Department of Treasury, the City of Springfield directly received an allocation of \$40,276,290. The City award of \$40,276,290 in ARPA Funds was accepted by City Council through Special Ordinance 27535 passed on July 26, 2021.

City Council, through Special Ordinance 27640 through Special Ordinance 27643, approved funding retention payments to police, fire, and health employees totaling \$5.9 million. After all retention payments have been paid, \$195,481.43 remains unspent and is being reallocated with this council bill.

City Council, through Special Ordinance 27730, approved funding of a city-wide housing study totaling \$500,000 which was ultimately paid for with non-ARPA funds, resulting in the entire balance of \$500,000 remaining and is being partially reallocated



with this council bill.

With approval of this ordinance, the funding appropriated to support retention payments will be reduced to \$0 from \$195,481.43 and the funding appropriated to a city-wide housing study will be reduced to \$0 from \$500,000. This funding totaling \$695,481.43 is available within the ARPA fund pool for funding projects. The City ARPA committee met on June 7, 2024, and recommended a portion of the remaining APRA funds be allocated/reallocated to the following projects:

- \$100,000 Forvis Mazars Compliance Services Contract
- \$100,000 HUD 5 year consolidated plan to support housing
- \$ 50,000 HUD consolidated plan for fair housing
- \$100,000 Forward SGF corridor/neighborhood planning
- \$ 66,000 Fire Department decontamination stations in Fire Stations 2,3,6,9
- \$ 55,819 Fire Department aerial awareness drone on 150-foot tether
- \$ 50,000 Commercial Street CID budget request
- \$ 90,000 Additional neighborhood cleanups through CPO

With the approval of the ordinance, all but \$83,662.43 of the City ARPA funds will be allocated, and a budget adjustment will be approved for Fiscal Year 2024-2025 for funds for the above listed projects.

Submitted By:

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

Collin Quigley, Deputy City Manager 6/27/2024

- Attachments:**
1. ARPA Reallocation _ Ord
 2. 004 FY25 ARPA Funds Reallocation

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 07-02-24

Sponsored by: Simpson, Carroll, McGull, Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-138 GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Special Ordinances 27640, 27641, 27642, 27643, and 27730 to
2 revise funding appropriated for retention payments and a city-wide
3 housing study; amending the budget for Fiscal Year 2024-2025 to
4 appropriate funds from the City's Coronavirus State and Local Fiscal
5 Recovery Funds, established by the American Rescue Plan Act of
6 2021, for certain projects in the amount of \$611,819.00; and
7 authorizing the City Manager, or designee, to enter into agreements
8 for said projects.
9 _____

10
11 WHEREAS, the City of Springfield received an award of \$40,276,290.00 in the
12 American Rescue Plan Act ("ARPA") Funds in July 2021; and
13

14 WHEREAS, the City Council, through Special Ordinances 27640, 27641, 27642,
15 and 27643, approved funding retention payments to police, fire, and health employees
16 totaling \$5.9 million; and
17

18 WHEREAS, after all such retention payments have been paid, \$195,481.43
19 remains unspent and available for reallocation; and
20

21 WHEREAS, the City Council, through Special Ordinance 27730, approved
22 funding of a city-wide housing study totaling \$500,000.00; and
23

24 WHEREAS, said study was ultimately paid for with non-ARPA funds, resulting in
25 the entire balance of \$500,000.00 remaining and available for reallocation; and
26

27 WHEREAS, with approval of this Ordinance, the funding appropriated to support
28 retention payments will be reduced to \$0 from \$195,481.43, and the funding
29 appropriated to a city-wide housing study will be reduced to \$0 from \$500,000.00,
30 resulting in a total amount of \$695,481.43 in the ARPA fund pool available for funding
31 projects; and
32

33 WHEREAS, the City's ARPA Review Committee met on June 7, 2024, and
34 recommended a portion of these funds be reallocated to the following projects:
35

- 36 • \$100,000 Forvis Mazars ARPA Compliance Services Contract
- 37 • \$100,000 HUD five (5) year consolidated plan to support housing
- 38 • \$ 50,000 HUD consolidated plan for fair housing
- 39 • \$100,000 Forward SGF corridor/neighborhood planning
- 40 • \$ 66,000 Fire Department decontamination stations in Stations 2, 3, 6, 9
- 41 • \$ 55,819 Fire Department aerial awareness drone on 150-foot tether
- 42 • \$ 50,000 Commercial Street CID budget request
- 43 • \$ 90,000 Additional neighborhood cleanups through Community
44 Partnership of the Ozarks; and
45

46 WHEREAS, with approval of this Ordinance, all but \$83,662.43 of the City's
47 ARPA funds will be allocated and a budget adjustment approved for Fiscal Year 2024-
48 2025 for funds for the above-listed projects.
49

50 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
51 SPRINGFIELD, MISSOURI, as follows, that:
52

53 Section 1 – The remaining ARPA funds originally allocated for retention
54 payments in Special Ordinances 27640, 27641, 27642, and 27643 are hereby reduced
55 to \$0 from \$195,481.43.
56

57 Section 2 – The entire balance of ARPA funds originally allocated for a city-wide
58 housing study in Special Ordinance 27730 is hereby reduced to \$0 from \$500,000.00.
59

60 Section 3 – The following projects recommended by the City's ARPA Review
61 Committee are funded by the reallocated cumulative balance of \$695,481.43:
62

- 63 • \$100,000 Forvis Mazars ARPA Compliance Services Contract
- 64 • \$100,000 HUD five (5) year consolidated plan to support housing
- 65 • \$ 50,000 HUD consolidated plan for fair housing
- 66 • \$100,000 Forward SGF corridor/neighborhood planning
- 67 • \$ 66,000 Fire Department decontamination stations in Stations 2, 3, 6, 9
- 68 • \$ 55,819 Fire Department aerial awareness drone on 150-foot tether
- 69 • \$ 50,000 Commercial Street CID budget request
- 70 • \$ 90,000 Additional neighborhood cleanups through Community
71 Partnership of the Ozarks
72

73 Section 4 – The City Manager, or designee, is hereby authorized and directed to
74 execute agreements, approved as to form by the City Attorney, for said projects by and
75 on behalf of the City of Springfield.
76

77 Section 5 – The Fiscal Year 2024-2025 budget is hereby amended in the
78 accounts and in the amounts as shown on Budget Adjustment No. 004, a copy of which
79 is attached hereto and incorporated herein by reference as “Exhibit A.”
80

81 Section 6 – City Council finds that the budget adjustment made above has been
82 recommended by the City Manager.
83

84 Section 7 – The City Manager, or designee, is directed to cause the appropriate
85 accounting entries to be made in the books and records of the City.
86

87 Section 8 – This Ordinance shall be in full force and effect from and after
88 passage.
89

90
91 Passed at meeting: _____
92

93
94 _____
95 Mayor

96 Attest: _____, City Clerk
97

98 Filed as Ordinance: _____
99

100
101 Approved as to form: Laura Vales, Assistant City Attorney
102

103
104 Approved for Council action: Jason A. Hage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
004

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22520	10	18050	500110	103132	00000	(80,499.00)	Fire Base Salaries
22520	11	18050	500110	103132	00000	204,768.36	Health Base Salaries
22520	18	18050	500110	103132	00000	(319,750.79)	Police Base Salaries
22520	17	18050	504580	103248	00000	(500,000.00)	City Wide Housing Study
22520	09	14110	504580	103396	00000	100,000.00	Finance - Forvis Mazars Compliance Service
22520	17	18050	504580	000000	00000	100,000.00	HUD 5 year Consolidated plan to support housing
22520	17	18050	504580	000000	00000	50,000.00	HUD Consolidated plan for fair housing
22520	17	18050	504580	000000	00000	100,000.00	Forward SGF Corridor/neighborhood planning
22520	10	18050	508100	000000	00000	66,000.00	Fire - Decontamination stations in Fire Stations 2, 3, 6, 9
22520	10	18050	508130	000000	00000	55,819.00	Fire - Aerial Awareness Drone on 150-foot tether
22520	17	18050	504580	000000	00000	50,000.00	Commercial Street CID budget request
22520	17	18050	504580	000000	00000	90,000.00	Additional neighborhood cleanups through CPO
Net Expenditure Adjustment						\$ (83,662.43)	

Fund Balance Appropriation:

Fund	Title	Amount
22520	US Dept. of the Treasury Fund	\$ 83,662.43

Explanation: To amend the FY2024-25 budget by appropriating the American Rescue Plan Act fund balance for reallocating Health, Police, and Fire employees retention pay and the City Wide Housing Study.

Requested By:


Department Head July 2, 2024
Date

Approved By:


Director of Finance July 2, 2024
Date

Authorization:

Council Bill No. 2024-138
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager _____
Date



EXPLANATION TO COUNCIL BILL 2024-139 (CARROLL)

FILED: 06/20/2024

ORIGINATING DEPARTMENT: Health

TITLE: A special ordinance authorizing the City Manager, or designee, to accept American Rescue Plan Act funds in the amount of \$100,000 from Greene County for use by the Springfield-Greene County Health Department in implementing and operating the Family Connects Program; and amending the Fiscal Year 2024-2025 budget in the amount of \$100,000 to appropriate the funds.

PURPOSE: Authorizing the City Manager, or designee, to accept American Rescue Plan Act funds in the amount of \$100,000 from Greene County for use by Springfield-Greene County Health for use in implementing and operating the Family Connects Program to offer no-cost home visits to parents of newborns in Greene County, Missouri; amending the Fiscal Year 2024-2025 budget in the amount of \$100,000 to appropriate the funds.

BACKGROUND INFORMATION: The Springfield-Greene County Health Department ("SGCHD") has the opportunity to accept American Rescue Plan Act ("ARPA") funding in the amount of \$100,000 from Greene County. The ARPA funds were originally planned for Jordan Valley Community Health Center ("Jordan Valley") to implement and operate the Family Connects Program ("Family Connects") in Greene County. Now that Jordan Valley has transferred this program to SGCHD, the ARPA funding will be used to support SGCHD's implementation and operation of Family Connects.

Family Connects provides foundational support for all families with newborns in Greene County. The Family Connects model brings a trained nurse into the home to offer newborn and postpartum health assessments to systematically assess family needs, provide supportive guidance, and link Greene County families to community resources, as needed and desired.

This budget adjustment accepts the increase in funds and budgets the amount of \$100,000 for expenditures in the SGCHD Fiscal Year 2024-2025.

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

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 6/27/2024

Attachments:

1. Greene County Family Connects ARPA Funding_Ord
2. Exh A_BA

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 07-02-24

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-139

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to accept American Rescue Plan Act
2 funds in the amount of \$100,000 from Greene County for use by the
3 Springfield-Greene County Health Department in implementing and
4 operating the Family Connects Program; and amending the Fiscal
5 Year 2024-2025 budget in the amount of \$100,000 to appropriate the
6 funds.
7 _____
8

9 WHEREAS, the Springfield-Greene County Health Department ("SGCHD") has
10 the opportunity to accept American Rescue Plan Act ("ARPA") funding in the amount of
11 \$100,000 from Greene County, said funds originally planned for Jordan Valley
12 Community Health Center ("Jordan Valley") to implement and operate the Family
13 Connects Program ("Family Connects"); and
14

15 WHEREAS, the Family Connects Program has now been transferred to SGCHD,
16 and the ARPA funding will be used to support SGCHD's implementation and operation
17 of Family Connects; and
18

19 WHEREAS, Family Connects provides foundational support for all families with
20 newborns in Greene County. The Family Connects model brings a trained nurse into the
21 home to offer newborn and postpartum health assessments to systematically assess
22 family needs, provide supportive guidance, and link Greene County families to
23 community resources, as needed and desired.
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 designee, is hereby authorized to accept
29 \$100,000 in ARPA funding from Greene County, to support the Family Connects
30 Program.
31

32 Section 2 – The Fiscal Year 2024-2025 budget of the Springfield-Greene County
33 Health Department is hereby amended in the accounts and in the amounts as shown on

Budget Adjustment No. 008, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

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

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
008

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22510	11	53590	416010			\$ 100,000	Greene County ARPA funds for family connects.
Net Revenue Adjustment						\$ 100,000	

Expenditures:

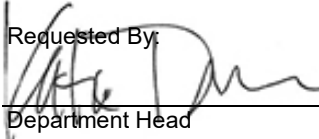
Fund	Dept	Org	Account	P&G	Location	Amount	Description
22510	11	53590	500110			\$ 100,000	Salaries
Net Expenditure Adjustment						\$ 100,000	

Fund Balance Appropriation:

Fund	Title	Amount

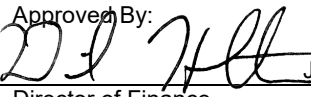
Explanation: To amend the FY2024-25 budget by appropriating \$100,000 of ARPA funds from Greene County to support the Family Connects Program.

Requested By:



Department Head July 2, 2024
Date

Approved By:



Director of Finance July 2, 2024
Date

City Manager Date

Authorization:

Council Bill No. 2024-139
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2024-140 (LEE)

FILED: 06/21/2024

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance amending the Fiscal Year 2024-2025 budget regarding the Human Resources Department in order to adjust the authorized full time equivalent positions of Human Resources Assistant from 1.5 positions to 2 positions.

PURPOSE: Amending the Fiscal Year 2024-2025 budget of the City to adjust the authorized employee positions in the Human Resources Department by changing one-half (.5) full-time equivalent ("FTE") position to one (1.0) full-time equivalent ("FTE") and to fund said position.

BACKGROUND INFORMATION: The Human Resources Department desires to increase the one-half (.5) full-time equivalent ("FTE") Human Resources Assistant, PAT-4 position to a one (1.0) full-time equivalent position which provides administrative support for various divisions within the Human Resources Department. This position is currently vacant and was previously filled by a part-time employee who was willing to work the maximum number of hours authorized for a part-time regular position (28 hours per week). The recommended change will increase the regular part-time position to become a regular full-time equivalent position in order to meet ongoing staffing needs for long-term City services and administrative support work, including such items as the transition to paperless personnel files and other HR paperwork that will be moving to electronic workflow, and ongoing support of a variety of modules within HR's software program.

BUDGET NOTE: The recommendations and explanations contained herein are consistent with Council's policies. This position, and related funding, is included in the Fiscal Year 25 budget recently approved by City Council; therefore, no funds are requested, and a budget adjustment is unnecessary.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 6/28/2024

Attachments: 1. Budget Adj_ord HR adding .5 FTE 6-21-24 (1)

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 07-02-24

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-140

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2024-2025 budget regarding the Human Resources
2 Department in order to adjust the authorized full time equivalent
3 positions of Human Resources Assistant from 1.5 positions to 2
4 positions.
5 _____
6

7 WHEREAS, the Fiscal Year 2024-2025 budget authorizes the funding of 1.5 full
8 time equivalent Human Resources Assistant positions; and
9

10 WHEREAS, the City desires to change the current part-time (.5 full time
11 equivalent) Human Resources Assistant position to a full time position by adding a .5
12 full time equivalent Human Resources Assistant position to the budget; and
13

14 WHEREAS, no adjustment to the budget is necessary as the funds to increase
15 the position to a full time Human Resource Assistant position are already contained in
16 the Fiscal Year 2024-2025 budget for the Human Resources Department.
17

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

21 Section 1 – The Fiscal Year 2024-2025 budget of the City is hereby amended by
22 adding a .5 full time equivalent to the number of authorized Human Resources Assistant
23 positions within the Department of Human Resources, such that there will now be 2.0
24 full time equivalent Human Resources Assistant positions.
25

26 Section 2 – This Ordinance shall be in full force and effect from and after
27 passage.
28

29 Passed at meeting: _____
30

31 _____
32 Mayor
33

34 Attest: _____, City Clerk

35

36 Filed as Ordinance: _____

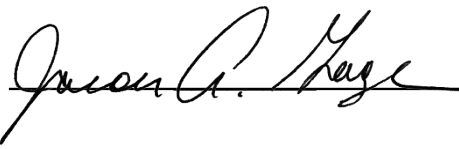
37

38

39 Approved as to form:  _____, Assistant City Attorney

40

41

42 Approved for Council action:  _____, City Manager



**EXPLANATION TO THE CITY MANAGER RECOMMENDS THE FOLLOWING
APPOINTM**

FILED: 07/03/2024

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 THE CITY MANAGER RECOMMENDS THE FOLLOWING
APPOINTM**

FILED: 07/03/2024

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 THE CITY MANAGER RECOMMENDS THE FOLLOWING
REAPPOIN**

FILED: 07/03/2024

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 THE CITY MANAGER RECOMMENDS THE FOLLOWING
REAPPOIN**

FILED: 07/03/2024

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