Agenda
City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Robert Stephens, Mayor

Zone Councilmembers	**General Councilmembers**
Phyllis Ferguson, Zone 1	Jan Fisk, General A
Tom Prater, Zone 2	Craig Hosmer, General B
Mike Schilling, Zone 3	Kristi S. Fulnecky, General C
Craig Fishel, Zone 4	Ken McClure, General D

Upcoming Council Meeting Agenda
November 14, 2016 - 6:30 p.m.

Speakers must sign up with the City Clerk to speak to an issue on the agenda.
Speakers are to limit their remarks to three to five minutes.

Note: Sponsorship does not denote Council member approval or support.

1. **ROLL CALL.**

2. **APPROVAL OF MINUTES. October 31, 2016**

   Documents:

   10-31-2016.PDF

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

4. **CEREMONIAL MATTERS.**

5. **Council Bill 2016-248. (Stephens)**

   A resolution recognizing the contributions to the City and Citizens of Springfield, by Barbara J. Lucks upon the occasion of her retirement.

   Documents:

   2016-248.PDF

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

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

8. **Council Bill 2016-241. (Fishel)**

   A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Zoning Maps,' by rezoning approximately 0.68 acres of property, generally located at 519, 525 and 529 East Cherry Street from Planned Development No. 232, to a CC, Center City District; establishing Conditional Overlay District No. 113; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval). (By: Family Violence Center, Inc. c/o Jason Murray; 519, 525 & 529 E. Cherry Street; Z-16-2016 Conditional Overlay District No. 113.)

   Documents:

   2016-241.PDF

9. **Council Bill 2016-242. (Schilling)**

   A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' by annexing approximately 4.7 acres of Greene County right-of-way into the City of Springfield, Missouri, generally located between the 2700 and 3000 blocks of West Republic Street, generally referenced as Annexation A-2-16; and amending the Springfield City Code, Chapter 46, Section 46-1, 'Boundaries of wards, precincts and council zones,' by adding this property to the ward and precinct assigned them by the County Clerk.

   Documents:

   2016-242.PDF

10. **Council Bill 2016-243. (Fulnecky)**

    A general ordinance amending Chapter 36 of the Springfield, Missouri, City Code, known as the Land Development Code, Article III – 'Zoning Regulations,' Division 1 'Intent, Purpose and General Provisions,' Section 36-303(30)(b) 'Utilities.'

    Documents:

    2016-243.PDF

11. **Amended Council Bill 2016-244. Substitute No. 1. (McClure)**

    A general ordinance amending the Springfield City Code by repealing language contained in Chapter 118 Vehicles for Hire, and adding new regulations for Transportation Network Companies and Drivers.

    Documents:

    2016-244S1AMENDED.PDF

12. **Council Bill 2016-244. (McClure, Hosmer, Fulnecky, & Schilling)**

    A general ordinance amending the Springfield City Code by repealing language contained in Chapter 118 Vehicles for Hire, and adding new regulations for Transportation Network Companies and Drivers. (The Finance and Administration Committee recommends approval.)

    Documents:

2016-244.PDF

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

14. **Council Bill 2016-249. (Hosmer)**

A resolution accepting the recommendations of the Hotel-Motel Tax Reallocation Committee and directing the City Manager to negotiate contracts with the Commercial Club of Springfield, Lake Country Soccer, and the History Museum on the Square for the disbursement of Hotel-Motel Tax proceeds totaling $167,000; and recommending that an additional $225,993 be allocated toward the design, planning, and cost estimate of the Expo Center renovations proposed in the Hunden Report.

Documents:

2016-249.PDF

15. **Council Bill 2016-250. (Schilling)**

A resolution declaring it necessary to construct sanitary sewers in Joint Sanitary Sewer District No. 171 of Section No. 11 and Sanitary Sewer District No. 171A of Section No. 11 in the City, located in the general vicinity of the 3200 block of West Sunshine Street and the 1900 block of South Moore Road; providing for payment therefore in the amount of $458,256.50; and providing for publications and notices.

Documents:

2016-250.PDF

16. **Council Bill 2016-251. (Schilling)**

A resolution determining the official intent of the City of Springfield, Missouri, to consider and negotiate an Industrial Development Plan and other financing documents related to Industrial Development Revenue Bonds in a principal amount not to exceed $15,000,000 to finance the costs of a project involving the 3M Company under the provisions of Sections 100.010 to 100.200 RSMo.

Documents:

2016-251.PDF

17. **EMERGENCY BILLS.**

18. **PUBLIC IMPROVEMENTS.**

19. **GRANTS.**

20. **AMENDED BILLS.**

21. **COUNCIL BILLS FOR PUBLIC HEARING. Citizens May Speak. Not Anticipated To Be Voted On.**

22. **Council Bill 2016-252. (McClure)**

A general ordinance approving revisions to and simplification of the previously established Residential Water Service Rate, General Water Service Rate, General Terms and Conditions Governing Water Service and Emergency Conservation Water Service Rate.

Documents:

2016-252.PDF

23. **Council Bill 2016-253. (Fishel)**

A general ordinance to approve revisions to the previously established Residential Gas Service Rate, General Gas Service Rate, Curtailable Gas Service Rate, High Load Factor General Gas Service Rate, Purchased Gas Clause and General Terms and Conditions Governing Gas Service.

Documents:

2016-253.PDF

24. **Council Bill 2016-254. (Fisk)**

A general ordinance amending Chapter 120, 'Wastewater Regulations,' Article VI, 'Wastewater Charges and Rates,' Section 120-245, 'Rates,' and Section 120-247, 'Extra charges,' of the Springfield City Code, by repealing existing rate schedules effective May 31, 2011, and establishing new rate schedules that provide for three years of annual rate increases, beginning July 1, 2017, which will provide necessary funding for the cost of complying with the Clean Water Act and Missouri Department of Natural Resources mandates. (Environmental Services recommends approval.)

Documents:

2016-254.PDF

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

26. **Council Bill 2016-255. (Schilling)**

A special ordinance authorizing the City Manager, or his designee, to execute a Preliminary Funding Agreement between the City of Springfield, Missouri, and 3M Company; authorizing the execution of documents; and the taking of actions consistent therewith; and amending the budget provided for the Department of Planning and Development for Fiscal Year 2016-2017, in the amount of $25,000.

Documents:

2016-255.PDF

27. **Council Bill 2016-256. (McClure)**

A special ordinance authorizing an increased level of property tax abatement from 50 percent to 75 percent on new improvements to real property located in the Enhanced Enterprise Zone for the 3M Company in recognition of the 92 high-quality jobs the company's proposed plant expansion will bring to the Springfield community.

Documents:

2016-256.PDF

28. **Council Bill 2016-258. (Fulnecky)**

A special ordinance approving and authorizing the purchase of a Caterpillar D8T bulldozer from Caterpillar Inc., through the National Intergovernmental Purchasing Alliance, for the Springfield Sanitary Landfill; and approving a budget adjustment to amend the Fiscal Year 2016-2017 budget of the Department of Environmental Services Solid Waste Management Enterprise Fund in the amount $825,000.00.

Documents:

2016-258.PDF

29. **Council Bill 2016-259. (Fishel)**

A general ordinance amending the Springfield City Code, Chapter 98, 'Streets, Sidewalks and Public Places,' by amending language in Section 98-292, 'Loan program for installation of sewer laterals;' to increase the maximum loan amount to $20,000; to make lateral loans available to facilities with existing laterals that are failing; and to change the annual interest rate to an interest rate established by the 10-year treasury bill rate at the time a loan is made.

Documents:

2016-259.PDF

30. **Council Bill 2016-260. (Fishel)**

A general ordinance amending Chapter 106 of the Springfield, Missouri, City Code, titled 'Traffic and Vehicles,' Article VI, 'Stopping, Standing and Parking,' Division 8, 'Off-Street Parking Lots,' Subdivision I, 'Generally,' for the purpose of revising and simplifying public parking regulations on certain City-owned parking lots.

Documents:

2016-260.PDF

31. **Council Bill 2016-261. (Fisk)**

A special ordinance authorizing the City Manager, or his designee, to accept a grant from the Springfield Police Foundation; and amending the budget for the Police Department for Fiscal Year 2016-2017 in the amount of $16,000.

Documents:

2016-261.PDF

32. **Council Bill 2016-262. (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with Missouri Highways and Transportation Commission and TransCore, LP for the development, implementation and maintenance of Advanced Traffic Management System software and hardware at an estimated cost of $84,996.96 to be paid for by the 1/8-Cent Transportation Sales Tax and Signal System Improvements Program.

Documents:

2016-262.PDF

33. **PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.**

34. **NEW BUSINESS.**

The Mayor recommends the following appointment to the Land Clearance for Redevelopment Authority: Benjamin Hall with term to expire March 1, 2017.

The Mayor recommends the following appointments to the Traffic Advisory Board: J.D. Stone with term to expire April 1, 2018, and Evan Bennett with term to expire April 1, 2019.

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.

35. **UNFINISHED BUSINESS.**

36. **MISCELLANEOUS.**

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

38. **Council Bill 2016-263. (Ferguson)**

A general ordinance authorizing the City Manager, or his designee, to enter into an Agreement for an Encroachment License with the General Council of the Assemblies of God; for the purpose of allowing an encroachment onto City right-of-way, for the placement of bollards located at 1445 North Boonville Avenue, to allow for safe ingress and egress, under the same terms and conditions as encroachments are permitted on City rights-of-way under Chapter 98, Article VII of the Springfield City Code.

Documents:

2016-263.PDF

39. **Council Bill 2016-264. (Fulnecky)**

A special ordinance authorizing revenue received by the City from the sales of Fire Department branded merchandise to be placed in the City's Fire Public Education fund designated for the exclusive use of the Fire Department for public education efforts.

Documents:

2016-264.PDF

40. **Council Bill 2016-265. (Ferguson)**

A special ordinance approving the sale of real property at 1333 West Livingston Street to Dawn Almeida for $5,500 and authorizing the issuance of a deed for same.

Documents:

2016-265.PDF

41. **Council Bill 2016-266. (Prater)**

A special ordinance approving the sale of real property at 2001 North Ramsey Avenue to Randy Lopez for $7,200 and authorizing the issuance of a deed for same.

Documents:

2016-266.PDF

42. **Council Bill 2016-267. (Prater)**

A special ordinance approving the sale of real property at 701 and 703 East Dale Street to Randy Lopez for $5,500 and authorizing the issuance of a deed for same.

Documents:

2016-267.PDF

43. **Council Bill 2016-268. (Ferguson)**

A special ordinance approving the sale of real property at 916 West Poplar Avenue to Betty A. Miller for $5,700 and authorizing the issuance of a deed for same.

Documents:

2016-268.PDF

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

45. **Council Bill 2016-269. (Fisk)**

A special ordinance authorizing the City Manager, or his designee, to accept and appropriate a Waste District “O” grant in the amount of $29,582 for the purpose of purchasing a variety of recycling containers for use at City-operated facilities; to enter into a Financial Assistance Agreement with Missouri Solid Waste District "O;" and amending the budget of the Environmental Services Department for Fiscal Year 2016-2017 in the amount of $29,582.

Documents:

2016-269.PDF

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

47. **Council Bill 2016-246. (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with the member agencies of the Central Ozarks Regional DWI Task Force.

Documents:

2016-246.PDF

48. **END OF CONSENT AGENDA.**

49. **ADJOURN.**

Persons addressing City Council are asked to step to the microphone and clearly state their name and address before speaking.

All meetings are recorded.

In accordance with ADA guidelines, if you need special accommodations when attending any City meeting, please notify the City Clerk's Office at 864 -1443 at least 3 days prior to the scheduled meeting.

October 31, 2016
Springfield, Missouri

The City Council met in regular session October 31, 2016 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Stephens. A moment of silence was observed.

Roll Call

Present: Ken McClure, Jan Fisk, Phyllis Ferguson, Mike Schilling, Tom Prater, Craig Fishel, and Bob Stephens. Absent: Craig Hosmer, and Kristi Fulnecky.

Note: Councilman Hosmer arrived at 6:35 p.m.

Minutes

There being no additions, deletions or corrections, the minutes of October 17, 2016-Regular and October 25, 2016-Special were approved as presented.

Consent Agenda

The Consent Agenda was finalized and approved as presented.

CEREMONIAL MATTERS

Sworn In

Mindy Spitz was sworn in to the Tree City USA Citizen Advisory Committee.

City Managers report and responses to questions raised at the previous City Council meeting:

Greg Burris, City Manager, provided updates on questions raised from the previous Council meeting.

Mr. Burris announced Darla Morrison has been named Interim Human Resources Director. He stated Ms. Morrison will temporarily replace Sheila Maerz, who announced her retirement in July.

Mr. Burris noted Zone 2 Councilman Tom Prater will host a public meeting from 6:00 p.m. to 7:30 p.m., November 16, 2016 at Alice Pittman Elementary School, 2934 E. Bennett. He stated residents are invited to attend this informal town hall session and have a chance to meet Councilman Prater and share ideas and concerns.

Mr. Burris noted the public is invited to attend an open house at 4 p.m., November 17, 2016 at White River Brewing Company. He noted Public Works, Public Information and Great River Engineering Staff will be on hand to share information about the options for rehabilitating the Jefferson Avenue Footbridge and collect public input.

Mr. Burris stated the City is excited to partner with Convoy of Hope and Community Partnership of the Ozarks to host a workshop Wednesday, November 2, 2016. He noted more than 100 representatives from churches and faith-based institutions have already signed up to learn more about the collective impact model framework the City is using to continue addressing poverty.

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Mr. Burris stated Police Chief Williams has provided Council with the Police Staffing update.

Mr. Burris congratulated Councilwoman Ferguson, for winning the Dwight F. Davis Award for a Citizen Planner from the Missouri Chapter of the American Planning Association (APA Missouri). He stated the purpose of the APA Missouri awards is to recognize outstanding work conducted in the field of planning through the state of Missouri. Mr. Burris introduced Jason Ray, the Executive Director of the Southwest Missouri Council of Governments and the Chairman of the Planning and Zoning Commission. Mr. Ray gave a brief overview of the APA Missouri chapter and the Dwight F. Davis Award. He thanked Councilwoman Ferguson for her service to her neighborhood and to the City of Springfield. Councilwoman Ferguson expressed her opinion that planning is vitally important to all cities.

Mayor Stephens noted he received a letter from a citizen explaining when her elderly mother was flying home to Texas, and she needed assistance in the airport, Councilwoman Fisk had assisted her and made sure she did not miss her flights. Mayor Stephens expressed his appreciation to Ms. Fisk for taking care of our citizens.

Mayor Pro Tem McClure asked Mr. Burris if citizens, local churches, and business affected by the November 6, 2016 Bass Pro Marathon have been notified of the potential impact to traffic. Mr. Burris noted much had been learned in the last several years of assisting in the planning of the marathon. He stated notifications have already begun.

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

Amending Springfield City Code, Chapter 2, Administration, Article I

Sponsor: Fisk. Council Bill 2016-231. A general ordinance amending the Springfield City Code, Chapter 2, Administration, Article I, In General, Section 2-5, Bonds on public works projects, by increasing the minimum dollar amount of construction contracts that require performance, labor and materials bonds to $50,000.00.

Council Bill 2016-231. General Ordinance 6309 was approved by the following vote: Ayes: McClure, Fisk, Hosmer, Ferguson, Schilling, Prater, Fishel, and Stephens. Nays: None. Absent: Fulnecky. Abstain: None.

Amending Springfield City Code, Chapter 2, Administration, Article VI, Finances

Sponsor: Hosmer. Council Bill 2016-232. A general ordinance amending the Springfield City Code, Chapter 2, Administration, Article VI, Finances, Division 2, Purchasing, Section 2-401, known as the Purchasing Manual, by amending Subsection 13-3.104, Paragraph 8, Contract Performance and Payment Bonds, by increasing the minimum dollar amount of construction contracts that require performance, labor and materials bonds to $50,000.00 in the City's Purchasing Manual.

Council Bill 2016-232. General Ordinance 6310 was approved by the following vote: Ayes: McClure, Fisk, Hosmer, Ferguson, Schilling, Prater, Fishel, and Stephens. Nays: None. Absent: Fulnecky. Abstain: None.

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Amending Springfield City Code, Chapter 98, Streets, Sidewalks and Public Places

Sponsor: Fulnecky. Council Bill 2016-233. A general ordinance amending the Springfield City Code, Chapter 98, Streets, Sidewalks and Public Places, Article VI, Improvements, Division 1, generally, by repealing Sections 98-224, 'Authority to suspend or debar bidders'; 98-225, 'Procedure for suspension or debarment of bidders'; and 98-226, 'Grounds for suspension or debarment of bidders'; in their entirety, and reserving these sections for future use.

Council Bill 2016-233. General Ordinance 6311 was approved by the following vote: Ayes: McClure, Fisk, Hosmer, Ferguson, Schilling, Prater, Fishel, and Stephens. Nays: None. Absent: Fulnecky. Abstain: None.

Amending Springfield City Code, Chapter 2, Administration, Article VI, Finances

Sponsor: McClure. Council Bill 2016-234. A general ordinance amending the Springfield City Code, Chapter 2, Administration, Article VI, Finances, Division 2, Purchasing, Section 2-401, known as the Purchasing Manual, by amending Subsections 13-3.401 and 13-3.402, relating to procedures to suspend and/or debar bidders.

Council Bill 2016-234. General Ordinance 6312 was approved by the following vote: Ayes: McClure, Fisk, Hosmer, Ferguson, Schilling, Prater, Fishel, and Stephens. Nays: None. Absent: Fulnecky. Abstain: None.

Intergovernmental Agreement for Road Improvement with Greene County

Sponsor: Schilling. Council Bill 2016-236. A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement for a road improvement project with Greene County, Missouri, for the purpose of constructing roadway improvements on Republic Road between Golden Avenue and Route FF in the amount of $1,248,000.

Council Bill 2016-231. Special Ordinance 26807 was approved by the following vote: Ayes: McClure, Fisk, Hosmer, Ferguson, Schilling, Prater, Fishel, and Stephens. Nays: None. Absent: Fulnecky. Abstain: None.

RESOLUTIONS.

Safety Housing Inspection Program

Sponsor: Ferguson. Council Bill 2016-238. A resolution endorsing the establishment of a 90-day pilot program to study a designated area within the West-Central Neighborhood for the purpose of assessing the impact of targeted enforcement of a one- and two-family unit, life safety housing inspection program and recommending improvements to existing City Code as a result of such study.

Chris Straw, Director of Building Development Services, gave a brief overview of the proposed. He stated the purpose is intended to endorse the establishment of a 90-day pilot program to study a designated area within the West-Central Neighborhood for the purpose of assessing the impact of targeted enforcement of one and two-family units, life safety housing inspection program and recommending improvements to existing City Code as a result of such study. Mr. Straw noted eight of the nine community listen meetings identified nuisance properties as citizens' number one concern. He stated the West Central Neighborhood Association has volunteered to assist the City by participating in this pilot program. Mr. Straw noted the Community Partnership of the Ozarks notified him they are in support of this pilot program as well. He stated while the impact on his department is not yet known, the pilot program will assist the City in a focused evaluation regarding the nature and severity of these nuisance

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concerns. Mr. Straw noted the pilot program will assist with identifying existing procedures and practices for future improvement city-wide. He stated there will be no additional staff utilized for this pilot program and the program will primarily focus on rental property due to the current workload of staff. Mr. Straw noted his department has invested 9,753 cases thus far in 2016.

An opportunity was given for citizens to express their views.

Rusty Worley, West Central Neighborhood Alliance, spoke in support of the proposed. He stated the Alliance has an active neighborhood team that works with City staff to address issues with nuisance properties on a monthly basis. Mr. Worley expressed his belief the West Central Neighborhood has the highest rate of rental properties of any neighborhood in the City. He expressed his opinion 90 days may not be enough time to gather the amount of data that is required to make informed decisions.

Peter Radecki, Chairman of the Neighborhood Advisory Council (NAC), spoke in favor of the proposed. He stated while the NAC has advocated for an inspection program for rental units for several years now, it does not support such an inspection program for owner-occupied properties. He expressed his opinion this inspection program can help landlords, as well as renters, by identifying tenants that are making their properties unsafe. Mr. Radecki expressed his opinion this program could serve as a "stamp-of-approval" from a rental association, which could help inform prospective tenants of the condition of a rental property.

Kathleen Cowens, President of West Central Neighborhood Alliance, spoke in support of the proposed. She stated the West Central Neighborhood supports any effort to provide for the safety of those individuals who rent. Ms. Cowens expressed her opinion far too often renters are at the mercy of unscrupulous landlords. She stated many times the result of tenant complaints regarding safety issues is eviction. Ms. Cowens noted the West Central Neighborhood Alliance supports any effort to address chronic nuisance properties in the neighborhood. She expressed her appreciation for the opportunity for the West Central Neighborhood to participate in this pilot program.

With no further appearances, the public hearing was closed.

Councilwoman Ferguson expressed her opinion chronic nuisance properties and life-safety issues have been a serious problem in Zone 1 for many decades. Ms. Ferguson expressed her opinion this pilot program is an important and positive step forward in attempting to solve this problem. She stated she is in support of the proposed.

Councilman Schilling expressed his desire to make progress on this issue.

Council Bill 2016-238. Resolution 10291 was approved by the following vote: Ayes: McClure, Fisk, Hosmer, Ferguson, Schilling, Prater, Fishel, and Stephens. Nays: None. Absent: Fulnecky. Abstain: None.

Rebekah Polly

Sponsor: Stephens. Council Bill 2016-239. A resolution confirming the appointment of Rebekah Polly to serve on the Commercial Street Community

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Improvement District Board of Directors.

Greg Burris, City Manager, stated the Commercial Street Community Improvement District Board of Directors currently has two vacancies and the proposed, if approved, will fill one of those vacancies.

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

Council Bill 2016-239. Resolution 10292 was approved by the following vote: Ayes: McClure, Fisk, Hosmer, Ferguson, Schilling, Prater, Fishel, and Stephens. Nays: None. Absent: Fulnecky. Abstain: None.

EMERGENCY BILLS.

Intergovernmental Agreement with the City of Joplin

Sponsor: Fisk. Council Bill 2016-240. A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with the City of Joplin, Missouri, for use of the Joplin Jail for housing City inmates and declaring an emergency.

Chief Paul Williams, Springfield Police Department, gave a brief overview of the proposed. He stated beginning in May 2016 the City has had contractual agreements with Miller County and Taney County to house the City's municipal prisoners. Chief Williams stated these contracts do not completely fulfill the City's needs. He stated Miller County has opted out of the contract and as a result the last day they take municipal prisoners is November 7, 2016. Chief Williams stated he discovered the City of Joplin has a municipal jail, and he began exploring options with them at the end of August 2016. He noted the City of Joplin has had contracts in the past with other municipalities to house prisoners. Chief Williams stated the City of Joplin has offered to house the City of Springfield's municipal prisoners at a rate of $50 per prisoner per day. He noted this rate is higher than Miller and Taney County, but utilizing the Joplin municipal jail will result in significant transportation cost savings. Chief Williams stated Joplin's jail has capacity to house up to 64 prisoners with an average daily population of 30 to 40 prisoners. He noted the jail can reach maximum capacity on some weekends, but not all weekends. Chief Williams stated this contract does not specify a minimum or maximum number of prisoners to be housed because it is strictly on an as-space-is-available basis. He noted a local contractor, Southern Missouri Judicial Services (SMOJS), will provide transportation, as needed, to and from Joplin if the proposed is approved. Chief Williams stated the proposed will not solve the City's municipal prisoner problem. He noted since May 2016, when the contracts with Miller and Taney Counties were signed, the City has taken an average of 24 to 25 prisoners per week to those two counties. Chief Williams stated the City averages approximately 90 people per week who have outstanding warrants that cannot be taken into custody and are released on their own recognizance. He noted 99 percent of those who have been taken to jail are people who have failed to appear on warrants issued by a municipal judge, and in some cases they have failed to appear numerous times. Chief Williams stated the proposed allows prisoners to appear via video conferencing if they choose to do so. If they choose not to, SMOJS will transport them from Joplin to Springfield for their court appearance. He noted the proposed is within the original $500,000 City Council approved for

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transportation and housing of prisoners in May 2016. Chief Williams stated he has spent approximately $166,000 to date and no additional money is needed for the proposed. He noted the City of Joplin City Council will meet on Monday, November 7, 2016 and the proposed will appear on their meeting agenda.

Councilman Hosmer asked for clarification on the total amount spent to date. Chief Williams responded the amount includes transportation and housing costs and miscellaneous expenses. Mr. Hosmer asked what the capacity for the Joplin jail is. Chief Williams responded it is 64. Mr. Hosmer asked what year the Joplin jail was built. Chief Williams responded he did not have that information. Mr. Hosmer expressed his opinion the current situation is not ideal, but the proposed is better than the current arrangement with Miller County. He expressed his appreciation to Chief Williams for his efforts putting the proposed together.

An opportunity was given for citizens to express their views.

Tim Havens addressed Council. He expressed his opinion the current situation is a situation of our own making and is a result of City Council's relationship with Greene County. Mr. Havens expressed his opinion City Council is not being honest with the City of Joplin. He expressed his opinion the proposed should include language indicating there is no ride home. Mr. Havens expressed his opinion the proposed will cause homeless, indigent, criminals, and mentally ill people stranded in Joplin. He expressed his opinion this situation is almost two years old and the proposed should not be presented to Council as an emergency. Mr. Havens expressed his opinion the proposed should pay the City of Joplin $75 for the first day instead of $50 and the extra money can be used to purchase a taxi cab ride to the bus station and a bus ticket in order for the prisoners to have transportation back to Springfield. Mr. Havens stated he has talked to four council members from Joplin and they are under the impression transportation back to Springfield is included in the proposed.

With no further appearances, the public hearing was closed.

Councilman Hosmer stated he supports the proposed. He expressed his opinion spending money on low income people who are law abiding and deserving of public assistance is a better use of the City's resources than spending money transporting people, who habitually violate the law, to and from jail. Mr. Hosmer expressed his opinion the City did not stop the jail from taking municipal prisoners. He noted there was an agreement in 1997 supported by the voters that provided tax revenue to Greene County so they would take municipal prisoners from the City. Mr. Hosmer stated this agreement was with the voters of Springfield; it is a tax that is paid to the County; and it is an obligation that Greene County has with the City of Springfield. He expressed his opinion the 1997 vote of the citizens of Springfield should be honored.

Council Bill 2016-240. Special Ordinance 26808 was approved by the following vote: Ayes: McClure, Fisk, Hosmer, Ferguson, Schilling, Prater, Fishel, and Stephens. Nays: None. Absent: Fulnecky. Abstain: None.

PUBLIC IMPROVEMENTS.

GRANTS.

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Environmental Workforce Development and Job Training Grant

Sponsor: Prater. Council Bill 2016-245. A special ordinance authorizing the City Manager, or his designee, to accept an Environmental Workforce Development and Job Training Grant in the amount of $200,000 from the United States Environmental Protection Agency for the purpose of creating job training programs that recruit, train, and place local unemployed and under-employed residents into full-time employment in the environmental field, and to enter into necessary agreements to carry out the grant; amending the budget of the Department of Workforce Development for Fiscal Year 2016-2017 in the amount of $200,000 to appropriate the grant funds; and declaring that this bill qualifies for approval on one reading.

Greg Burris, City Manager, introduced Isaac Weber from Workforce Development. Mr. Weber gave a brief overview of the proposed. He stated the United States Environmental Protection Agency offered this grant to 18 cities across the nation, including the City of Springfield. Mr. Weber noted this is a three-year grant to train 56 people in the environmental field. He stated 28 people will be trained during the first and second year with the third year being dedicated to follow-up training. Mr. Weber noted the purpose of the grant is to create job training programs that recruit, train and place low income and minority residents of waste-impacted communities, veterans, and those with little to no advanced education; residents of communities impacted by a variety of waste facilities, blighted properties, contaminated sites, and other environmental issues; into full-time, sustainable employment in various aspects of hazardous and solid waste management and remediation, water quality improvement, chemical safety, and pesticide management. He stated training will begin in February 2017 and February 2018 during the second year. Mr. Weber noted the grant targets the City's northwest side.

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

Councilwoman Ferguson expressed her appreciation to Mr. Weber and Workforce Development for the hard work they did to ensure the City received this grant. She expressed her opinion creating 56 jobs this grant will impact the lives of many who live in Zone 1.

Council Bill 2016-245. Special Ordinance 26809 was approved by the following vote: Ayes: McClure, Fisk, Hosmer, Ferguson, Schilling, Prater, Fishel, and Stephens. Nays: None. Absent: Fulnecky. Abstain: None.

AMENDED BILLS.

COUNCIL BILLS FOR PUBLIC HEARING.

519, 525 and 529 East Cherry Street

Sponsor: Fishel. Council Bill 2016-241. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Zoning Maps,' by rezoning approximately 0.68 acres of property, generally located at 519, 525 and 529 East Cherry Street from Planned Development No. 232, to a CC, Center City District; establishing Conditional Overlay District No. 113; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval). (By: Family Violence Center, Inc. c/o Jason Murray; 519, 525 & 529

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E. Cherry Street; Z-16-2016 Conditional Overlay District No. 113.)

Greg Burris, City Manager, introduced Mary Lilly Smith, Director of Planning and Development. Ms. Smith gave a brief overview of the proposed. She stated the proposed is a request to rezone 0.68 acres from Planned Development 232 to Center City with Conditional Overlay 113. Ms. Smith noted this property is the former Harmony House property. She stated according to the Growth Management and Land Use Plan, Center City is an appropriate zoning district. Ms. Smith noted the Center City Zoning District does not require on-site parking. She expressed her opinion it is important to provide parking since public parking is not readily available in the area. She stated Conditional Overlay District requires off-street parking and permits a parking reduction of 20 percent by providing bicycle parking at a rate of two bike parking spaces for each required automobile parking space.

Councilman Schilling asked for clarification on the development plans. Ms. Smith expressed her opinion the development is all residential development. She stated the developer is available to answer questions.

An opportunity was given for citizens to express their views.

Jason Murray, property developer, spoke in support of the proposed. He stated there are three buildings, an all-brick building and two houses, currently situated on this property. Mr. Murray noted all three buildings are in need of substantial repair. He stated the development calls for renovating the all-brick building into 16 residential lofts and demolishing the two houses and replacing them with an apartment building.

Marilyn Starnes Biggs, adjacent property owner, asked for clarification on the type of apartment buildings being proposed for this property. Mayor Stephens suggested she meet with Mr. Murray to discuss the design plans.

With no further appearances, the public hearing was closed.

2700 and 3000 Blocks of West Republic Street

Sponsor: Schilling. Council Bill 2016-242. A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' by annexing approximately 4.7 acres of Greene County right-of-way into the City of Springfield, Missouri, generally located between the 2700 and 3000 blocks of West Republic Street, generally referenced as Annexation A-2-16; and amending the Springfield City Code, Chapter 46, Section 46-1, 'Boundaries of wards, precincts and council zones,' by adding this property to the ward and precinct assigned them by the County Clerk.

Mary Lilly Smith, Director of Planning and Development, gave a brief overview of the proposed. She stated the proposed is an action to annex right-of-way only. Ms. Smith noted this action was initiated by City Council on October 3, 2016 at the request of Greene County. She stated considerations for annexation include is the annexation reasonable and necessary for the proper development of the City and does the City have the ability to furnish normal services within a reasonable period of time. Ms. Smith noted the intersections are already within the City limits and the Springfield Police and Fire Departments did not identify any issues associated with the proposed annexation. She stated the Urban Service

Area sets the geographic boundaries for provision of urban services and allows for continued growth and development by maximizing use of existing resources while minimizing costs to citizens. Ms. Smith noted the annexation is consistent with the City's Comprehensive Plan and Urban Service Area Philosophy; it fulfills a cost-share agreement with Greene County; it creates a more logical boundary and eliminates first responder confusion.

Councilman Hosmer asked if adjoining property is located within City limits. Ms. Smith responded the property in question is not currently within City limits and will not be within City limits if the proposed annexation is approved. She stated if the proposed is approved, the City will attempt to work with these property owners on the possible annexation of their property. Ms. Smith noted property owners must give consent to annexation and petition the City to be annexed into the City. Mr. Hosmer asked what obligations the City will have if the proposed is approved. Ms. Smith responded it will become the City's responsibility to maintain the road. She noted the City just completed a cost-share project with Greene County improving this section of roadway. Mr. Hosmer asked for clarification on what is being annexed. Ms. Smith responded the City is only annexing right-of-way. Councilman Fishel asked about adjacent parking lots. Ms. Smith responded the proposed only annexes right-of-way and does not impact these properties.

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

Amending Springfield City Code Section 36-303(30)(b) 'Utilities.'

Sponsor: Fulnecky. Council Bill 2016-243. A general ordinance amending Chapter 36 of the Springfield, Missouri, City Code, known as the Land Development Code, Article III – 'Zoning Regulations,' Division 1 'Intent, Purpose and General Provisions,' Section 36-303(30)(b) 'Utilities.'

Mary Lilly Smith, Director of Planning and Development, gave a brief overview of the proposed. She stated the proposed amends the Zoning Ordinance requirement that walls and fences surrounding utility substations be painted a neutral color. Ms. Smith noted the proposed removes all ambiguity about what constitutes a neutral color and will permit alternative colors or murals to be used on utility substation walls or fences. She stated the proposed does not apply to utility boxes.

Councilman Schilling asked if utility boxes can be decorated. Ms. Smith expressed her opinion the City does not regulate utility boxes within the Zoning Ordinance. Councilwoman Ferguson stated 150 City Utility owned poles in the Moon City Creative District have been painted, but the utility poles owned by AT&T were not allowed to be painted.

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

The following bills appeared on the agenda under First Reading Bills:

The following bills were read simultaneously:

The following two bills were read and discussed together.

Amended

Transportation Network Companies and Drivers Substitute 1

Sponsor: McClure. Council Bill 2016-244. Substitute No. 1. A general ordinance amending the Springfield City Code by repealing language contained in Chapter 118 Vehicles for Hire, and adding new regulations for Transportation Network Companies and Drivers.

Transportation Network Companies and Drivers

Sponsor: McClure, Hosmer, Fulnecky, & Schilling. Council Bill 2016-244. A general ordinance amending the Springfield City Code by repealing language contained in Chapter 118 Vehicles for Hire, and adding new regulations for Transportation Network Companies and Drivers. (The Finance and Administration Committee recommends approval.)

Mayor Pro Tem McClure stated Council Bill 2016-244 is the bill that was recommended by the Finance and Administration Committee for City Council consideration and Council Bill 2016-244, Substitute No. 1, is a proposed substitute bill that came out of subsequent conversations with the Transportation Network Companies (TNC). He noted 34 states have state-wide registration or certification requirements for TNCs. Mr. McClure stated in those states, TNCs are allowed to operate anywhere in the state based on certification or registration as allowed by legislation passed by the General Assemblies in those states. He noted this is not the case in Missouri. Mr. McClure stated in Missouri there is no state law that grants a certificate or state-wide registration. He noted there was an attempt last year in the General Assembly to allow for a state-wide certificate or registration, but it was not successful. Mr. McClure stated in order for TNCs to operate in Missouri, they must do so with certifications provided by local municipalities. He noted when this measure was first introduced at the March 21, 2016 City Council meeting, the General Assembly was still considering legislation concerning TNC and it only made sense for City Council to wait and see if that legislation would pass. Mr. McClure stated the General Assembly did not pass legislation concerning TNCs and subsequently the City Council's Finance and Administration Committee conducted meetings beginning in June 2016 to discuss a proposed TNC ordinance. He noted the Finance and Administration Committee has met on several occasions in order to determine the best approach to take for TNCs to operate in the City of Springfield as well as providing a fair approach to other providers in the City. Mr. McClure expressed his opinion the TNCs operate with a new type of business plan and therefore the City should look at the requirements of the current ordinances to determine how to make changes that are fair for the TNCs, other providers in the City, and for the City itself. He expressed his opinion the goal for the City should be to pass an ordinance that can serve as model legislation for all of Missouri. Mr. McClure expressed his opinion there will be other attempts in the General Assembly to pass TNC legislation, and if that happens, the City will take the appropriate actions. He expressed his opinion the City should pass an ordinance that will attract TNCs to the City of Springfield and at the same time is fair to the City's existing transportation network. Mr. McClure note the Finance and Administration Committee has worked hard to produce such an ordinance. He expressed his opinion Council Bill 2016-244, Substitute No. 1 is fair to all transportation providers and addresses the unique business plan of the TNCs. Mr. McClure expressed his appreciation to the members of the Finance and Administration Committee and City staff for their hard work and assistance in creating this Council Bill.

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Greg Burris, City Manager, introduced Amanda Callaway, Assistant City Attorney. Ms. Callaway gave a brief overview of the changes to the proposed. She noted the City will no longer issue driver's permits, but will require the taxicab, TNCs, or airport limousine company to regulate the driver. Ms. Callaway stated drivers must be at least 18 years of age; have a Class E license; must not have been convicted with the past seven years of any felony or misdemeanor involving driving under the influence, reckless driving, hit and run, or any other driving offense or any misdemeanor sexual offense; must not be a match on the United States Department of Justice National sex offender public website; or has not had more than three moving violations in the prior three-year period of time or one of the following major violations in the prior three-year period of time: attempting to evade police, reckless driving, or driving on a suspended or revoked license. She noted in response to complaints about drivers, the company shall immediately suspend a driver upon receiving a complaint concerning that driver; conduct a commercially reasonable investigation to determine whether the complaint is valid; shall not allow the driver to work for them if that driver has been suspended or removed by another company; and the City may inspect the company's records to investigate a complaint. Ms. Callaway stated the company shall establish a zero tolerance policy on the use of drugs and alcohol while its drivers are providing service; shall maintain records relevant to the requirements regarding drivers; and shall make the driver's identification available to passengers. She noted the proposed allows the City to suspend a company's license and provides for opportunities for administrative hearings. Ms. Callaway stated the second major amendment to the proposed requires taxicabs, airport limousine companies, and TNCs not engaged in transportation services to have minimum insurance coverage in the amounts of $50,000/$100,000/$25,000. She noted TNC drivers engaged in transportation services are required to have insurance coverage in the amount of $1 Million for death, bodily injury, and property damage.

Councilman Hosmer asked if the ordinance still restricts smoking. Ms. Callaway responded language restricting smoking was in the driver's permit section which was repealed. She stated it is the opinion of the City Attorney's Office that the City's Smoke-Free Springfield Act provides the necessary language that will restrict smoking in taxi cabs. Ms. Callaway noted the proposed could be amended to add language restricting smoking in taxi cabs. Mr. Hosmer stated he would like to see language restricting smoking be added to the proposed.

Motion to Amend Council Bill 2016-244, Substitute No 1 to Prohibit Smoking

Councilman Schilling moved that Council Bill 2016-244, Substitute No. 1, section 118-41 be amended to add new language prohibiting smoking by adding subsection 8 to read as follows: "Smoking shall be prohibited by drivers and passengers in taxicabs, transportation network company vehicles, and airport limousines while the driver is engaged in transporting passengers for hire and/or providing transportation network company services." Councilman Hosmer seconded the motion and it was approved by the following vote:

Ayes: McClure, Fisk, Hosmer, Ferguson, Schilling, Prater, Fishel, and Stephens. Nays: None. Absent: Fulnecky. Abstain: None.

Mayor Stephens asked for clarification on the insurance requirements. Ms. Callaway responded when a TNC driver is logged on to the TNC app and has

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accepted a request through the app for a ride, the driver becomes required to have insurance coverage in the amount of $1 Million for death, bodily injury, and property damage. She noted the driver will be required to maintain this coverage until the ride is complete and the passenger exits the vehicle. Mayor Stephens asked how the insurance companies will handle this requirement. Ms. Callaway responded Senate Bill 947, passed by the General Assembly, mandates this coverage. She stated Senate Bill 947 requires the TNC to not wait until the TNC driver's insurance company denies a claim before the TNC deals with the claim.

An opportunity was given for citizens to express their views.

Reggie Duke spoke in support of the proposed. He stated he was a driver for Uber in Kansas City and expressed his opinion the proposed will have a positive impact on the City. Councilwoman Ferguson asked if there was a company policy for transporting severely inebriated people. Mr. Duke responded he is not aware of such a policy. Ms. Ferguson asked if he had concerns about the liability of transporting severely inebriated people. Mr. Duke responded the company assists drivers with cleaning their cars in the event a passenger becomes sick while riding in the vehicle. Ms. Ferguson asked if Uber provided pathogen training. Mr. Duke responded he did not recall if pathogen training was provided.

Thomas (Rick) Benz spoke in opposition to the proposed. He stated he is a licensed owner for Yellow Cab. Mr. Benz expressed his opinion the fingerprinting, background checks, and insurance requirements should not be changed.

Mark Schedlbauer spoke in support of the proposed. He expressed his opinion TNCs will allow people like him to work when they are able to work. Mr. Schedlbauer urged City Council to pass the proposed.

Stephanie Bryant spoke in support of the proposed. She expressed her opinion it is time for Uber to be allowed to operate in the City of Springfield. Ms. Bryant expressed her opinion having a TNC operating in the City is indicative of the City's desire to be considered a progressive city.

Rusty Worley, Downtown Springfield Association, spoke in support of the proposed. He stated he has been told many times, in order for Springfield to be competitive in attracting young people to Springfield not having Uber in the City is a detriment. He expressed his opinion during events downtown taxi cabs cannot handle the increased requests for rides.

Britton Jobe spoke in support of the proposed. He expressed his appreciation to City Council for tabling the original council bill at the March 21, 2016 City Council meeting. He expressed his opinion Council Bill 2016-244, Substitute No. 1 is a comprehensive TNC bill and will have a positive impact on the City.

Laura Elliott spoke in support of the proposed. She stated the proposed will have a positive impact on the City and she expressed her opinion it will help bring more visitors to Downtown Springfield.

Rebecca Lohmann, representing Uber, spoke in support of the proposed. She expressed her opinion the proposed will help bring jobs to Springfield. She

clarified Uber is the carrier for the $1 Million insurance policy. Ms. Lohmann expressed her opinion safety is paramount in the Uber business model. Councilwoman Fisk asked how long it takes to become an approved driver for Uber. Ms. Lohman responded the approval process should take a few weeks. Ms. Fisk asked if the TNC vehicles are inspected. Ms. Lohman responded the vehicles will have the same safety inspections as is required for a regular, non-TNC passenger vehicle. Amanda Callaway responded taxi cabs and airport limousines are required to be inspected by the licensing department and TNC vehicles will not be inspected by the City. She stated TNC vehicles will be required to abide by state requirements for safety inspections. Councilman Hosmer asked if the age requirements for Uber are the same in every state where Uber operates. Ms. Lohman responded she believes it will vary from state to state. Mr. Hosmer asked if any of the states have an age requirement of 21. Ms. Lohman responded she does not have that information, but will be happy to provide that to City Council. Mr. Hosmer expressed his opinion the age requirement of eighteen years old is not in the best interest of public safety. Ms. Lohman expressed her opinion 18 is considered the legal age of consent in most cities and states and the proposed offers a job opportunity for legal adults. Mr. Hosmer asked if any of the states have an age requirement of 21. Ms. Lohman responded she believes the minimum age of 18 years old is the standard minimum age requirement. Mayor Pro Tem McClure stated 18 years of age is the state law. He expressed his opinion Uber's minimum age requirement is 19. Ms. Lohman responded the minimum age for Uber is 19.

Neal Peterson addressed City Council. He stated he is a Yellow Cab owner and he does not hire anyone under the age of 21. He expressed his opinion the proposed will put people out of business. Frank Romines, City Attorney, stated the current minimum age requirement in City ordinances is 18 years of age.

Pam Foster spoke in opposition to the proposed. She stated she is a taxi cab owner and has been for 41 years. Ms. Foster noted state law requires any person operating as a chauffer in the state to be 21. She stated the City's processing requirements takes too long and as a result it is difficult to hire new drivers. Councilwoman Ferguson asked where the holdup in the hiring process is. Ms. Foster stated the holdup is after the company conducts the finger printing and drug screening and submits the application to the City for processing. She expressed her opinion the amount of time the City spends processing application is the holdup.

Motion to Suspend the Rules

Anita Cotter, City Clerk, informed City Council there was one additional speaker requesting to address City Council however, he signed up to late. She asked if City Council wished to suspend their rules. Mayor Pro Tem McClure moved to suspend the rules. Councilwoman Ferguson seconded the motion and it was approved by the following vote:

Ayes: McClure, Fisk, Hosmer, Ferguson, Schilling, Prater, Fishel, and Stephens. Nays: None. Absent: Fulnecky. Abstain: None.

Adam El Saka spoke in opposition to the proposed. He stated it takes approximately two months to get a license from the City to operate a taxi cab. Mr. El Saka noted taxi cab owners inspect their vehicles every 48 hours. He expressed his opinion the proposed will hurt taxi cab owners.

Frank Romines stated the permitting process for drivers is being changed for TNC and taxi cab drivers. Councilman Hosmer asked if taxi cab drivers are required to have background checks. Mr. Romines responded the proposed moves the permitting requirements from the driver to the company. Mr. Hosmer asked if the proposed is approved will taxi cab drivers go through the same permitting process as an Uber driver. Mr. Romines responded in the affirmative. Mr. Hosmer expressed his opinion the City is lowering all of the regulatory requirements in order to attract Uber. He expressed his opinion the City should give more consideration to public safety and fairness issues. Councilman Fishel asked what the minimum age requirement is to get a Class C license. Mr. Romines responded 18 years of age. Councilwoman Ferguson asked for clarification of the insurance requirements. Ms. Callaway responded the difference with TNCs specifically is when they do and do not have passengers. Ms. Ferguson asked for clarification on the minimum insurance requirements. Ms. Callaway responded the TNCs insurance requirements are dependant upon whether the driver is engaged and providing transportation services and these requirements are mandated by state law. Ms. Ferguson asked if the insurance requirements will be lower for taxi cab drivers. Ms. Callaway responded in the affirmative. Ms. Ferguson asked if the drivers permitting requirements is changing from the drivers to the companies. Ms. Callaway responded in the affirmative. Ms. Ferguson asked if the proposed will help eliminate the aforementioned processing holdups. Ms. Callaway responded in the affirmative. Ms. Ferguson asked if that can happen as soon as the proposed is passed. Ms. Callaway responded in the affirmative. Mayor Pro Tem McClure stated the $1 Million insurance coverage is mandated by state law. Councilman Hosmer expressed his opinion the $1 Million coverage is required because the TNC driver's insurance will not apply while engaged in transportation services.

With no further appearances, the public hearing was closed.

Petitions, Remonstrances, and Communications.

Did Not Appear

Mr. Robert A. Mondy wishes to address City Council.

NEW BUSINESS.

UNFINISHED BUSINESS.

MISCELLANEOUS.

The following bills appeared on the agenda under Consent Agenda First Reading Bills:

Central Ozarks Regional DWI Task Force

Sponsor: Hosmer. Council Bill 2016-246. A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with the member agencies of the Central Ozarks Regional DWI Task Force.

The following bills appeared on the agenda under Consent Agenda One Reading Bills:

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International Association of Chiefs of Police Training Program

Sponsor: Stephens. Council Bill 2016-247. A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the International Association of Chiefs of Police to provide a training program for the Springfield Police Department, and declaring an emergency pursuant to Charter Section 2.12(1).

Council Bill 2016-247. Special Ordinance 26810 was approved by the following vote: Ayes: McClure, Fisk, Hosmer, Ferguson, Schilling, Prater, Fishel, and Stephens. Nays: None. Absent: Fulnecky. Abstain: None.

The following bills appeared on the agenda under Consent Agenda Second Reading Bills:

Confirmed

The Mayor recommends the following reappointments to the Mayor's Commission on Human Rights and Community Relations: Larry Dinges and Angela Myers with terms to expire October 1, 2019.

Adjourn

With no further business to come before Council, the meeting adjourned at approximately 8:35 p.m.

Anita J. Cotter, CMC/MRCC
City Clerk

Prepared by Tom Smith

DRAFT

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 11-08-16

Sponsored by: Stephens

COUNCIL BILL NO. 2016- 248 RESOLUTION NO. _____

A RESOLUTION

RECOGNIZING the contributions to the City and Citizens of Springfield, by Barbara J. Lucks upon the occasion of her retirement.

_____

WHEREAS, Ms. Lucks, joined the City of Springfield in 1994 as Materials Recovery & Environmental Education Coordinator;

WHEREAS, In 2011, Ms. Lucks was named the first Sustainability Officer for the City of Springfield, heading the newly created Sustainability Division, and in that position has been responsible for implementing the City's sustainability efforts and guiding the City's public involvement in community sustainability measures;

WHEREAS, Ms. Lucks' service with the City spanned a period of 22 years;

WHEREAS, In October 2016, Ms. Lucks left her employment with the City of Springfield to work full time as a private consultant with not-for-profit organizations in Springfield and the surrounding area;

WHEREAS, Ms. Lucks, during her tenure with the City of Springfield has been responsible for planning, implementing, and overseeing the public education and information components of the City's solid waste management system (which includes the Household Chemical Collection Center, Yardwaste Recycling Center, recycling drop-off centers, Springfield Sanitary Landfill and curbside recycling services offered by private trash haulers), the Clean Water Services division of the Environmental Services Department, (which includes two wastewater treatment plants and associated facilities and services) and the City's air quality and water quality sections;

WHEREAS, Ms. Lucks' numerous accomplishments include:

- The successful attraction of Canadian manufacturer Canbrands (now Nestle Purina PetCare) to Springfield in 1998, resulting in 30 new jobs and a $3 million, 30,000-square-foot manufacturing facility that recycles mixed paper into animal bedding products.

- The creation of the annual Choose Environmental Excellence Awards Luncheon in 2002, recognizing efforts and accomplishments in the environmental field. At the 2016 event 12 organizations presented a total of 21 awards.
- The creation of the annual Environmental/Conservation Education Summit in 2005, bringing together approximately 40 representatives of nearly 30 organizations committed to providing educational programming for a one-day discussion of current issues and topics.
- The establishment of Springfield as a regional recycling hub, including the availability of glass recycling for Springfield and area communities through a partnership involving Ripple Glass of Kansas City, and Nestle Purina PetCare as an end user of mixed-paper materials.
- The creation of Springfield's Green Building Task Force, which investigates and evaluates the latest "green building" policies, procedures and ordinances, and recommends their application for purposes of regional development. Lucks served as the chair/facilitator of this 16-member task force.
- Community Task Force (CPO) Environmental Collaborative Volunteer Award, 1996 and 1998.
- Solid Waste Management, District "O" Environmental Excellence Award, 1997.
- Ozark Greenways Member of the Year, 1999.
- Friends of the Zoo Earth Hero Award, 2000.
- Rotary Club of Springfield, Southeast Volunteer of the Year Award, 2001.
- Gift of Time Award, Environment category, 2002.
- Springfield Business Journal Most Influential Women Award, 2005.

WHEREAS, Ms. Lucks serves as a board member of Community Partnership of the Ozarks, chairs CPO's Council of Collaboratives and is a founding member and current chair of the organization's Environmental Collaborative;

WHEREAS, Ms. Lucks has been actively involved with community and state-wide organizations, including Greene County Master Gardeners, Missouri Master Naturalists, and serves on the board of directors of Ozark Greenways, Inc., and is vice president of the Missouri Environmental Fund, and is past president of the Rotary Club of Springfield-Southeast, the Springfield Area Sports Hall of Fame (currently serving as treasurer), and Ozarks Counseling Center, and is a founding member of Missouri State University's Fast Break Club, a women's athletics booster club;

WHEREAS, Ms. Lucks has served on the Springfield Area Chamber of Commerce's board of directors and as vice president and is a former chair of the Springfield-Greene County Park Board and chaired the task force that was instrumental in merging the Park Board and the City's parks system;

WHEREAS, Ms. Lucks has chaired the parks, open space and greenways focus group of the Vision 20/20 comprehensive plan, was an active member in the Founders' Park Committee, as well as a past chair and current member of the Jordan Valley Advisory Committee; and

WHEREAS, Ms. Lucks is recognized both in the Springfield area and throughout the state of Missouri, as a leader and tireless advocate for the many causes in which she is involved.

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

Section 1 - The City of Springfield congratulates Ms. Lucks on the occasion of her retirement from the City of Springfield and expresses it's sincere gratitude for her dedication and many hours of service on behalf of the citizens of Springfield and the state of Missouri; and

Section 2 - The Council of the City of Springfield extends our heartfelt and best wishes to Ms. Lucks' for all of her future endeavors.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council Action: _____ City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 248

FILED: 11-08-16

ORIGINATING DEPARTMENT: City Managers Office

PURPOSE: To recognize 22 years of service to the City and Citizens of Springfield by Barbara J. Lucks upon the occasion of her retirement.

BACKGROUND INFORMATION: Ms. Lucks joined the City of Springfield in 1994 as Materials Recovery & Environmental Education Coordinator. In 2011, she was named the first Sustainability Officer for the City of Springfield, heading the newly created Sustainability Division, and in that position has been responsible for implementing the City's sustainability efforts and guiding the City's public involvement in community sustainability measures. Ms. Lucks has devoted her career to developing, implementing and overseeing the education of City staff and the community on various aspects of the City's solid waste management system (which includes the Household Chemical Collection Center, Yardwaste Recycling Center, recycling drop-off centers, Springfield Sanitary Landfill and curbside recycling services offered by private trash haulers), the Clean Water Services division of the Environmental Services Department (which includes two wastewater treatment plants and associated facilities and services) and the City's air quality and water quality sections.

Barbara's numerous accomplishments include but are not limited to: The successful attraction of Canadian manufacturer Canbrands (now Nestle Purina PetCare) to Springfield in 1998, resulting in 30 new jobs and a $3 million, 30,000-square-foot manufacturing facility that recycles mixed paper into animal bedding products; the creation of the annual Choose Environmental Excellence Awards Luncheon in 2002, recognizing efforts and accomplishments in the environmental field; the creation of the annual Environmental/Conservation Education Summit in 2005, bringing together approximately 40 representatives of nearly 30 organizations committed to providing educational programming for a one-day discussion of current issues and topics; the establishment of Springfield as a regional recycling hub, including the availability of glass recycling for Springfield and area communities through a partnership involving Ripple Glass of Kansas City; the creation of Springfield's Green Building Task Force, which investigates and evaluates the latest "green building" policies, procedures and ordinances, and recommends their application for purposes of regional development.

Ms. Lucks dedication has been recognized and she has received the: Community Task Force Environmental Collaborative Volunteer Award,1996; Solid Waste District "O" Environmental Excellence Award, 1997; Ozark Greenways Member of the Year, 1999; Friends of the Zoo Earth Hero Award, 2000; Rotary Club of Springfield, Southeast Volunteer of the Year Award, 2001; Gift of Time Award, Environment category, 2002; and Springfield Business Journal Most Influential Women Award, 2005.

Ms. Lucks serves as a board member of Community Partnership of the Ozarks and chairs its Council of Collaboratives. She is a founding member and current chair of the organization's Environmental Collaborative.

Barbara has been actively involved with community and state wide organizations, including Greene County Master Gardeners, Missouri Master Naturalists, and serves on the board of directors of Ozark Greenways, Inc., and is vice president of the Missouri Environmental Fund, and is past president of the Rotary Club of Springfield-Southeast, the Springfield Area Sports Hall of Fame (currently serving as treasurer), and Ozarks Counseling Center, and is a founding member of Missouri State University's Fast Break Club, a women's athletics booster club.

Ms. Lucks has served on the Springfield Area Chamber of Commerce's board of directors and as vice president and is a former chair of the Springfield-Greene County Park Board and chaired the task force that was instrumental in merging the Park Board and the City's parks system. She has chaired the parks, open space and greenways focus group for the Vision 20/20 comprehensive plan, was an active member in the Founders' Park Committee, as well as a past chair and current member of the Jordan Valley Advisory Committee.

REMARKS: The City of Springfield congratulates Ms. Lucks on the occasion of her retirement and expresses its sincere gratitude for her dedication and many hours of service on behalf of the citizens of Springfield and the state of Missouri.

Submitted by:

Stephen Meyer

Steve Meyer,
Director Environmental Services

Recommended by:

Tim Smith, Deputy City Manager

Approved by:

Greg Burris, City Manager

One-rdg. _____
P. Hrngs. X
Pgs. 24
Filed: 10-25-16

Sponsored by: Fishel

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 241 GENERAL ORDINANCE NO. _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Zoning Maps,' by rezoning approximately 0.68 acres of property, generally located at 519, 525 and 529 East Cherry Street from Planned Development No. 232, to a CC, Center City District; establishing Conditional Overlay District No. 113; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval).

WHEREAS, an application has been filed for a zoning change of the property described in "Exhibit C" of this Ordinance, generally located at 519, 525 and 529 East Cherry Street, from Planned Development No. 232, to a CC, Center City District with Conditional Overlay District No. 113; and

WHEREAS, Conditional Overlay District No. 113 will modify the requirements of section 36-424, Center City District, by requiring that the property described on "Exhibit C" comply with the requirements contained on "Exhibit A," which is attached hereto and incorporated as if set out herein; and

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

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

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

Section 1 – That the property described in "Exhibit C" of this Ordinance be, and the same hereby is, rezoned from Planned Development No. 232, or such zoning district as is designated on the Official Zoning Map adopted by the City Council, to CC, Center City District with Conditional Overlay District No. 113; that the requirements of

Conditional Overlay District No. 113 are hereby incorporated by reference as if set out verbatim herein, and shall apply to the subject property, and the Springfield Land Development Code, Section 36-306 thereof, Zoning Maps, is hereby amended, changed and modified accordingly.

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 241

FILED: 10-25-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE:To rezone approximately 0.68 acre of property generally located at 519, 525 and 529 East Cherry Street from Planned Development No. 232 to a CC, Center City District and establishing Conditional Overlay District No. 113 (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-16-2016/CONDITIONAL OVERLAY DISTRICT NO. 113

The applicant is proposing to rezone the subject property from a Planned Development No. 232 to a CC, Center City District and establish Conditional Overlay District No. 113. The intent of this application is to facilitate the redevelopment of the site for multi-family housing.

The subject property is within the Center City Activity Center as shown in the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject property satisfies these criteria.

The accompanying Conditional Overlay District will require the standard off-street parking for multi-family residential uses since the proposed Center City zoning does not require off-street parking. The applicant is also requesting that the total required parking be reduced by 20% of the total number of parking spaces required by providing bicycle parking spaces at a rate of two (2) bicycle spaces for each otherwise required off-street automobile space. The current off-street parking requirements allow a reduction of up to 10% of automobile parking if bicycle parking is provided; because of its proximity to the university and downtown, staff is supportive of a greater reduction of automobile parking with more bicycle parking similar to the UN, University Combining District and previous zoning cases in this area.

This Ordinance supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use Major; Goal 4, Develop the community in a sustainable manner; Objective 4a, Increase density in activity centers and transit corridor.

RECOMMENDATIONS:

The Planning and Zoning Commission held a public hearing on October 13, 2016 and recommended approval, by a vote of 5 to 0, of the proposed zoning on the tract of land described on the attached sheet (see the attached Record of Proceedings “Exhibit B”).

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Comprehensive Plan* recommends more density and intensity in the greater downtown area similar to the land uses within the Center City District.

2. The requested CC, Center City zoning is consistent with the existing CC zoning to the north of the subject property.

3. The accompanying Conditional Overlay District will provide off-street parking requirements for residential uses.

REMARKS:

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

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Greg Burris, City Manager

EXHIBITS:
Exhibit A, Conditional Overlay District Provisions
Exhibit B, Record of Proceedings
Exhibit C, Legal Description
Exhibit D, Development Review Staff Report
ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Neighborhood Meeting Summary
Attachment 3, Conditional Overlay District Provisions

Exhibit A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-16-2016 & CONDITIONAL OVERLAY DISTRICT NO. 113

The requirements of *Section 36-424. Center City District* of the *Springfield Zoning Ordinance* shall be as modified herein for development within this district.

1. The subject property will have to meet the off-street parking requirements for residential uses, however the number of parking spaces can reduced by 20% by providing bicycle parking spaces at a rate of two (2) bicycle spaces for each required off-street automobile parking space.

Exhibit B

LEGAL DESCRIPTION
ZONING CASE Z-16-2016 CONDITIONAL OVERLAY DISTRICT NO. 113

ALL OF LOT SIXTEEN (16) IN JOHN LAIR'S ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

AND

ALL OF THE WEST 3.0 FEET OF THE SOUTH 54.0 FEET OF THE NORTH 98.0 FEET OF LOT TWENTY (20) AND ALL OF LOT EIGHTEEN (18) IN JOHN LAIR'S ADDITION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Exhibit C

RECORD OF PROCEEDINGS
Planning and Zoning Commission October 13, 2016

Z-16-2016 w/COD #113
519, 525, & 529 East Cherry Street
Applicant: Jason Murray

Mr. Hosmer states that this is a request to rezone approximately 0.68 acre of property generally located at 519, 525 and 529 East Cherry Street from Planned Development No. 232 to a CC, Center City District and establishing Conditional Overlay District No. 113

The Growth Management and Land Use Plan element of the Comprehensive Plan also designates this area within the Greater Downtown land use district. This district, which pertains to the downtown and University Plaza portions of Center City, promotes high-intensity office, retail and housing, preferably in mixed-use buildings with a strong pedestrian orientation. The Major Thoroughfare Plan classifies Cherry Street as a Secondary Arterial roadway. A traffic study was not required The applicant is also requesting that the total required parking can be reduced by 20% of the total number of parking spaces required by providing bicycle parking spaces at a rate of two (2) bicycle spaces for each required off-street automobile space. Staff is supportive of a greater reduction of automobile parking with more bicycle parking similar to the UN, University Combining District and previous zoning cases in this area. The accompanying Conditional Overlay District will provide off-street parking requirements for residential uses. Staff recommends approval

Mr. Ray opened the public hearing.

Mr. Jason Murray, PO Box 2965 representing the project. There are 2 lots that make up the project and would start with saving the 3 story brick on the east side and make them into new apartments and the remaining buildings on the other lot will be demolished at a later date. We will be putting parking on each side as well as an underground parking garage.

Mr. Essam Elkady, owner of 511 E. Cherry has concern over his 18 parking spots and uses the common driveway between 511 and 519 East Cherry and it has been used over 50 years and states that there is an easement by prescription. His concern is with the applicant possibly putting up a fence resulting in losing 9 parking spots and his tenants having to park along Cherry Street which is narrow. He states that he can prove the easement but would have to go through litigation so he would like the Commission to prevent Mr. Murray from putting in a fence.

Mr. Ray asked if staff was aware of this issue.

Mr. Hosmer states that they are aware of it and have had discussions with the adjacent property owner. The Planning and Zoning office have not found anything as far as an easement.

Mr. Elkady stated that it an easement by prescription and would be easy to prove in court.

Mr. Hosmer noted that we are only looking at the rezoning of the property, the details as far as the development will have to be worked out.

Mr. Elkady asked if there is anyway that a fence would not be built and eliminating his parking spaces.

Mr. Hosmer noted that there is no documentation prohibiting a fence.

Mr. Elkady noted that parking along Cherry Street would be disastrous and would not have enough parking as well as being very small and congested and Center City is not limited by any parking.

Mr. Rose asked Mr. Elkady if he has spoken with the developer about his concerns.
Mr. Elkady stated that he has spoken with Mr. Murray and that Mr. Murray does not want to talk about it because he does not know yet. He said he would have to go to court but would like a condition that prohibits a fence.

Mr. Coltrin asked about the driveway and parking on Mr. Murray's land.

Mr. Elkady stated that if Mr. Murray puts in a fence he will not use the parking because the tenants have to back through the land the he has been using for 50 years. He states that it is Mr. Murray's land, but by easement by prescription he has a right to use it.

Mr. Tom Rykowski stated that an easement by prescription is an operation of law by which overtime you acquire certain legal rights over another person's property based upon continued and uncontested use. However we cannot today state that Mr. Elkady does or does not have an easement by prescription and that is something that would have to be agreed to by the owner of the proposed development or go to court and get an order to do that. Even if there was an easement over the land it would not impact the zoning, but would impact his legal rights of development.

Mr. Elkady asked if the zoning could be put on hold until there was an agreement over the fence.

Mr. Rykowski noted that it would be the applicant's decision.

Mr. Rose asked if rezoning to Center City does not guarantee that a fence will not be built.

Mr. Hosmer stated that there could be a condition made on the zoning.

Mr. Ray stated that the rezoning does not have any impact, however you are correct that we could request a provision to not include a fence, however it up to the applicant and the other issue would be the request to reduce the required parking and how does that play into the situation.

Mr. Hosmer stated that Center City does not have any parking requirements, but typically when we have zoned to Center City District we require the applicant provide parking on-site.

Mr. Ray asked Mr. Murray to explain what the conversations have been about the development of the site.

Mr. Murray stated that Mr. Elkady was at the neighborhood meeting and expressed his concerns about the fence and he was told that there are no plans at this time to build a fence and has spoken with his

architect about the parking. Mr. Murray noted that Mr. Elkady also has access to a drive along the west side of his property noting that there are two ways in from Cherry Street.

Mr. Coltrin asked Mr. Murray how long the Family Violence Center has had the property.

Mr. Murray believes they have been there from the late 1990's.

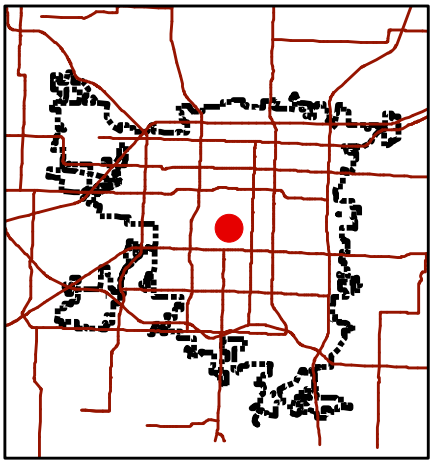
Mr. Jerald Benson owner of 516 & 520 East Elm has concerns regarding the unlit area next to his properly where people are parking and possible criminal activity and is worried if there will be any unlit parking on the new proposed property.

Mr. Ray closed the public hearing.

Mr. Ray noted that this is a difficult situation for the property owners, however at this time there is too much unknown about the possible development and doesn't believe there is any malicious attempt to cut off access. At this point it is not job of this commission to add a requirement for an exclusion of a fence for this rezoning purpose. Other matters regarding access to property and parking spaces will need to be addressed amongst the property owners.

COMMISSION ACTION:
Mr. Doennig motioned that we accept Z-16-2016 w/COD #113 (519, 525, & 529 East Cherry Street). Mr. Rose seconded the motion. The motion carried as follows: Ayes: Ray, Doennig, Rose, Ogilvy, and Coltrin. Nays: None. Abstain: None. Absent: Cline, Edwards, Shuler, and Cox.

_____
Bob Hosmer, AICP
Principal Planner



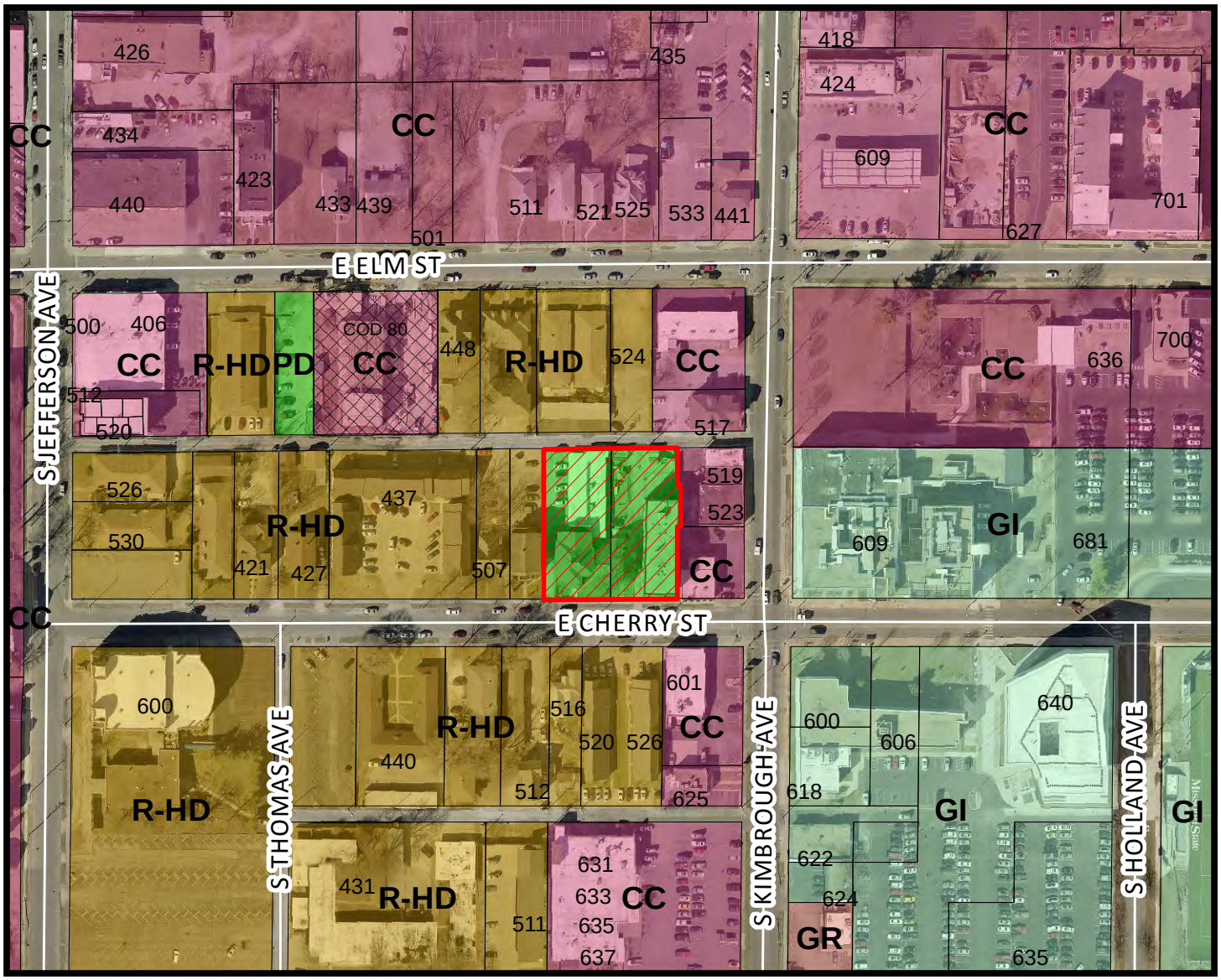
Development Review Staff Report

Department of Planning & Development - 417-864-1031
840 Boonville - Springfield, Missouri 65802

Z-16-2016 and Conditional Overlay District No. 113

LOCATION: 519, 525 & 529 E. Cherry St.
CURRENT ZONING: Planned Development 232
PROPOSED ZONING: CC, Center City District w/ COD #113

LOCATION SKETCH



N

- Area of Proposal

0 100 200 400 Feet

1 inch = 200 feet

DEVELOPMENT REVIEW STAFF REPORT
ZONING CASE Z-16-2016 CONDITIONAL OVERLAY DISTRICT NO. 113

PURPOSE: To rezone approximately 0.68 acre of property generally located at 519, 525 and 529 East Cherry Street from Planned Development No. 232 to a CC, Center City District and establishing Conditional Overlay District No. 113

DATE: September 28, 2016

LOCATION: 519, 525 & 529 E. Cherry Street

APPLICANT: Family Violence Center, Inc. c/o Jason Murray

TRACT SIZE: Approximately 0.68 acre

EXISTING USE: Family Violence Center offices and housing

PROPOSED USE: Multi-family residential uses

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Comprehensive Plan* recommends more density and intensity in the greater downtown area similar to the land uses within the Center City District.

2. The requested CC, Center City zoning is consistent with the existing CC zoning to the north of the subject property.

3. The accompanying Conditional Overlay District will provide off-street parking requirements for residential uses.

4. Supports the following Field Guide 2030 goal(s): <u>Chapter 6, Growth Management and Land Use Major Goal 4: Develop the community in a sustainable manner. Objective 4a, Increase density in activity centers and transit corridor.</u>

RECOMMENDATION:

Staff recommends **approval** of this request.

SURROUNDING LAND USES:

AREA	ZONING	LAND USE
North	R-HD	Multi-family residential uses
East	CC	Commercial/retail sales uses
South	R-HD	Multi-family residential uses
West	R-HD	Multi-family residential uses

COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* also designates this area within the Greater Downtown land use district. This district, which pertains to the downtown and University Plaza portions of Center City, promotes high-intensity office, retail and housing, preferably in mixed-use buildings with a strong pedestrian orientation. It suggests that the most appropriate zoning district for this location would be the Center City District.

STAFF COMMENTS:

1. The applicant is proposing to rezone the subject property from a Planned Development No. 232 to a CC, Center City District and establishing Conditional Overlay District No. 113. The intent of this application is to facilitate the redevelopment of the site for multi-family housing.

2. The subject property is within the Center City Activity Center as shown in the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject property would fit within these criteria.

3. This proposal did not require a Multi-Family Location and Design Guidelines assessment per CC, Center City District regulations.

4. The subject property is within walking and bicycling distance of the MSU campus, the downtown area and bus stops. In addition there is a good sidewalk system and marked bike routes in the area.

5. The CC, Center City District does not require off-street parking. The applicant is requesting a conditional overlay district that will require the standard off-street

parking for multi-family residential uses. The applicant is also requesting that the total required parking can be reduced by 20% of the total number of parking spaces required by providing bicycle parking spaces at a rate of two (2) bicycle spaces for each required off-street automobile space. The current off-street parking requirements allow a reduction of up to 10% of automobile parking if bicycle parking is provided; because of its proximity to the university and downtown, staff is supportive of a greater reduction of automobile parking with more bicycle parking similar to the UN, University Combining District and previous zoning cases in this area.

6. A traffic study was not warranted by Public Works Traffic Division since the rezoning from Planned Development No. 232 to the Center City District will not generate a significant amount of additional traffic.

7. A bufferyard is not required when the CC District is adjacent to the R-HD District.

8. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting with property owners, residents and any registered neighborhood association within 500 feet of the subject properties on September 12, 2016. A summary of the meeting is attached (Attachment 2).

PUBILC COMMENTS:

The property was posted by the applicant at least 10 days prior to the public hearing. The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet. Seventeen (17) property owners within one hundred eighty-five (185) feet of the subject property were notified by mail of this request. Staff has received no objections to date.

CITY COUNCIL MEETING:

October 31, 2016

STAFF CONTACT PERSON:

Daniel Neal
Senior Planner
864-1036

ATTACHMENT 1
DEPARTMENT COMMENTS
ZONING CASE Z-16-2016 & CONDITIONAL OVERLAY DISTRICT NO. 113

BUILDING DEVELOPMENT SERVICES COMMENTS:

No BDS issues with proposed rezoning to CC with a COD.

CITY UTILITIES:

City Utilities has no objection to the proposed rezoning. Adequate utilities are available. Note that although CC zoning has no building setbacks, adequate room for utility service should be taken into consideration.

CLEAN WATER SERVICES COMMENTS:

No objections to rezoning. Public sewer is currently available. Any further review to determine sewer capacity will require a site plan, proposed use and flow rates.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

The City's Transportation Plan classifies Cherry Street as a Secondary Arterial roadway. The standard right of way width for Cherry Street is 35 feet from the centerline. However, downtown streets are not required to dedicate additional right of way per city ordinance. This is a City maintained street. The most recent traffic count on Cherry Street is 2,168 vehicles per day. There are two existing driveway access points along the property frontage on Cherry Street. There is sidewalk along Cherry Street. The existing infrastructure meets current city standards. On-street parking is allowed along the adjacent streets. There is no greenway trail in the area. There is one bus stop along Cherry Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area. There is currently an intersection project under construction at Cherry and Kimbrough. No other improvements are planned for Cherry Street.

Public Works Traffic Division	Response
Street classification	Secondary Arterial
On-street parking along streets	Yes
Trip generation - existing use	120 daily trips
Trip generation change - proposed use	180 daily trips
Existing street right of way widths	30 feet from the centerline
Standard right of way widths	35 feet from the centerline
Traffic study submitted	Not required
Proposed street improvements	Not required

STORMWATER COMMENTS:

The property is located in the Fassnight Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. The runoff from this area runs south into areas along Harrison that have had prior stormwater complaints. If the project increases the amount of impervious surfacing, detention and water quality is required according to Chapter 96. Buyout in lieu of on-site stormwater detention is not an option and may not be required as the site already is mostly impervious. There are no sinkholes on the proposed property.

Please note that re-development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. Concentrated points of discharge from these improvements will be required to drain into a certified natural surface-water channel, public right-of-way, or a drainage easement.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.

Public Works Stormwater Division	Response
Drainage Basin	Fassnight Creek
Is property located in Floodplain	No
Is property located on a sinkhole	No

Additional Comments:

1. Current runoff drains away from Cherry towards Elm St. Drainage patterns for any runoff currently flowing across the site must not be blocked or altered by any future construction i.e. do not push water onto adjacent properties.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: PLANNED DEVELOPMENT 232 *(existing zoning)* to CENTER CITY *(proposed zoning)*
2. Meeting Date & Time: September 12, 2016 4-6:30pm
3. Meeting Location: 211 S. market Ave - suite 104, springfield, mo
4. Number of invitations that were sent: 87
5. How was the mailing list generated: CITY GENERATED
6. Number of neighbors in attendance (attach a sign-in sheet): 3 + 1 phone call
7. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

   See Attached

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

   See Attached.

I, JASON MURRAY *(print name)*, attest that the neighborhood meeting was held on 9-12-2016 *(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."

Jason Murray

Signature of person completing affidavit

Jason Murray

Printed name of person completing affidavit

Neighborhood Meeting Notes

Rezoning: 519 & 525 E. Cherry St.
Springfield, MO 65806

Meeting Date: September 12, 2016

Attendees: 3 + 1 call in.

Mr. Essam Elkady
511 E. Cherry.

Comment:
Mr. Elkady was very happy that the existing user of the property will be moving and glad to see the property cleaned up and improved. His only concern was if we were to build a fence along the west property line some day. He is afraid that it would block access to part of his parking lot.

Response:
I told Mr. Elkady that I'm sure we could get along as good neighbors. And that I don't have any immediate plans to install a fence. I don't believe the fence issue is related to zoning. A fence could be added under the current zoning.

Mr. Dan Gray
C Arch Bay Co.
440 E. Cherry & 507 Kimbrough

Comment:
"Always concerned that any project has enough parking". Besides the parking comment he was generally positive about the property being renovated.

Response:
Phase 1 of my project is to renovate the existing brick building that sits on the east side of the property. This project isn't that big and will have lots of extra parking.
Phase 2 would be a new building with drives on each side and angled parking on each side. In addition to the parking lots, I plan to build a parking garage in the basement of the new building with an additional +-30 parking spots under the new building. With this parking garage my project will have an abundance of parking.

Mr. & Mrs. Jerald Benson
516 & 520 E. Elm

Comment:
"Would like to see lighting around the parking area to prevent drug deals. Trash dumpster needs to be secured from trash pickers." Mr. & Mrs. Benson were very nice and happy to see the property improved.

Response:
We plan to add lighting to the parking lot and a lock for the dumpster is easy.

Mr. Larry Edgar
441 S. Kimbrough

Comment:
Larry did not attend the meeting but called me on 9-13-2016. He was very happy to hear that the property was going to get improved and said, "Go for it!"

Response:
I always like to hear positive comments from the surrounding property owners.

NEIGHBORHOOD MEETING
SIGN IN SHEET

DATE: SEPTEMBER 12, 2016

REZONING 519, 525, & 529 E. CHERRY ST.
REZONING FROM PD232 TO CENTER CITY

MEETING LOCATION:
211 S. MARKET AVE. - SUITE 104
SPRINGFIELD, MO 65806

Name	Address	Telephone	Concern
ESSAM ELKADY	511 E cherry	4173160746	The Drive way shared Between us
Dan Gray	507 Kimbrough 440 E Cherry	417-869-3112	C. ARCH Bak CO
JEDAH BENSON	516/520 E ELM	417 886-1177	
Larry Edgar	441 S. Kimbrough	417-829-6673	HAPPY - "Go For it"
	Called me on 9-13-2016		

NOTICE

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a change in land use or zoning in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits, an application for a change in land use or zoning the property will be posted, there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1st City Council Public Hearing (185 feet notification from subject property)
5. 2nd City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Principal Planner
City of Springfield Development Review Office
840 Boonville Ave, Springfield Missouri 65801

Comment Card: mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	9/12/16	**Telephone No.**	4173160746
YOUR NAME:	ESSAM ELKADY, Ervestments LLC		
YOUR ADDRESS:	511 East Cherry street		
PROJECT ADDRESS:			

COMMENTS:

The shared Drive way between 511 E Cherry and the proposed zoning change I want to make sure it is not Blocked since this will be fire hazard to my property and also putting fence will kill my parking and I have 9 units and 12 parking spots

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Bob Hosmer, AICP Principal Planner
City of Springfield Development Review Office
840 Boonville Ave, Springfield Missouri 65801

Comment Card: mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	9-12-16	**Telephone No.**	417-869-5112
YOUR NAME:	Dan Gray pm C. Arch Co		
YOUR ADDRESS:	440 E Cherry - 507 S Kimbrough		
PROJECT ADDRESS:	519-525-529 Cherry		

COMMENTS: Always concerned that any project has enough parking.

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Bob Hosmer, AICP Principal Planner
City of Springfield Development Review Office
840 Boonville Ave, Springfield Missouri 65801

Comment Card: mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	9/12/2016	**Telephone No.**	417 886-1177
YOUR NAME:	JERALD BENSON		
YOUR ADDRESS:	516/520 E ELM		
PROJECT ADDRESS:			

COMMENTS: WOULD LIKE TO SEE LIGHTING AROUND PARKING AREA TO PREVENT DRUG DEALS. TRASH DUMPSTER NEEDS TO BE SECURE FOR TRASH PICKERS.

Called 9-13-16

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Bob Hosmer, AICP Principal Planner
City of Springfield Development Review Office
840 Boonville Ave, Springfield Missouri 65801

Comment Card: mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	9-13-16	**Telephone No.**	417-829-6673
YOUR NAME:	Larry Edgar		
YOUR ADDRESS:	4471 S. Kimbrough Ave		
PROJECT ADDRESS:	519 + 525 E. Chery		

COMMENTS:

Larry called & was very excited. He say it is Great & to "Go for it!!"

ATTACHMENT 3
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-16-2016 & CONDITIONAL OVERLAY DISTRICT NO. 113

The requirements of *Section 36-424. Center City District* of the *Springfield Zoning Ordinance* shall be as modified herein for development within this district.

1. The subject property will have to meet the off-street parking requirements for residential uses, however the number of parking spaces can reduced by 20% by providing bicycle parking spaces at a rate of two (2) bicycle spaces for each required off-street automobile parking space.

One-rdg. _____
P. Hrngs. X
Pgs. 14
Filed: 10-25-16

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 242 GENERAL ORDINANCE NO. _____

AN ORDINANCE

AMENDING Section 1-9 of the Springfield City Code, 'City Limits,' by annexing approximately 4.7 acres of Greene County right-of-way into the City of Springfield, Missouri, generally located between the 2700 and 3000 blocks of West Republic Street, generally referenced as Annexation A-2-16; and amending the Springfield City Code, Chapter 46, Section 46-1, 'Boundaries of wards, precincts and council zones,' by adding this property to the ward and precinct assigned them by the County Clerk.

_____

WHEREAS, a verified petition requesting annexation was filed by the owners of all fee interests of record in all tracts of real property located within the area proposed to be annexed, as described in "Exhibit A" attached hereto; and

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

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

WHEREAS, the City Council now makes a determination regarding the annexation of said real property.

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

Section 1 – The City Council, after holding a public hearing, hereby determines that the annexation of the property described in "Exhibit A" and depicted in "Exhibit B," each attached hereto and incorporated herein by this reference, is reasonable and necessary to the proper development of the City, and the City has the ability to furnish normal municipal services to the area annexed within a reasonable time.

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

Section 3 – Section 1-9, ‘City Limits,’ is hereby amended by adding thereto the land described in "Exhibit A," generally located between the 2700 and 3000 blocks of West Republic Street, and contiguous to the city limits, which land shall be in addition to all territory included within the corporate limits of the City.

Section 4 – Section 46-1, ‘Boundaries of wards, precincts and council zones,’ is hereby amended by placing the property described on "Exhibit A" into the appropriate ward and precinct as determined by the County Clerk in accordance with State law.

Section 5 – The City Clerk is directed to: (1) file three certified copies of this annexation ordinance with the Clerk of Greene County; and (2) forward to the Missouri Director of Revenue by U.S. registered mail or certified mail, a certified copy of this Ordinance, accompanied by a map of the City clearly showing the territory added thereto, and any other information that the Director of Revenue may require.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-242

FILED: 10-25-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt an ordinance to annex approximately 4.7 acres of Greene County right-of-way into the City of Springfield, generally located in the 2700-3000 blocks of West Republic Street, generally referenced as Annexation A-2-16.

BACKGROUND INFORMATION: Greene County has petitioned the City of Springfield to annex right-of-way to be included within the corporate limits of the City of Springfield, Missouri, pursuant to Section 71.012, RSMo. This request includes the right-of-way of West Republic Street from Glenn Avenue to Golden Avenue and a small portion of Homewood Avenue ("Exhibit A"), which was part of a cost share agreement with Greene County in 2014 to widen the street to 5 lanes ("Exhibit B"). Currently, Republic Street in this area is maintained by Greene County.

The annexation of this right-of-way will fill in a gap between City boundaries along Republic Street. It will create a more logical boundary between the City and County and eliminate confusion between emergency responders.

An island of unincorporated Greene County will be created with this annexation which contains three separate properties at 4115, 4131 and 4193 S. Glenn Avenue. As required by state law, these property owners will receive notification of the annexation and an opportunity to be annexed in the future if desired.

City Council is required to hold a public hearing to determine whether the annexation is reasonable and necessary for the proper development of the City and whether the City has the ability to furnish normal services within a reasonable period of time. If no written objection is filed within fourteen (14) days of the public hearing, the City may annex the property by ordinance without further action (see "Exhibit B Attachment 2," Annexation Schedule).

City Council initiated this annexation request on October 3, 2016.

The annexation is consistent with the *Growth Management and Land Use Plan* of the *Comprehensive Plan*.

The annexation supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner; Objective 4a, Increase density in activity centers and transit corridors.

STAFF RECOMMENDATIONS:

1. The area to be annexed is contiguous to the City of Springfield.

2. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because it enhances government efficiencies through rational and simplified city boundaries.

REMARKS:

The area to be annexed ("Exhibit A") is contiguous to the City of Springfield. See "Exhibit B" for the location of the right-of-way to be annexed.

Staff recommends approval of the annexation.

Submitted by:

R. Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Greg Burris, City Manager

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

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

Exhibit A

STREET RIGHT-OF-WAY DESCRIBED AS FOLLOWS:

ALL THAT PART OF SECTIONS 9 AND 16, TOWNSHIP 28 NORTH, RANGE 22 WEST, LOCATED IN GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 9;

THENCE NORTH 88°42’07” WEST, ALONG THE SECTION LINE, A DISTANCE OF 74.68 FEET TO THE **POINT OF BEGINNING;**

THENCE SOUTH 03°29’36” WEST A DISTANCE OF 66.78 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF REPUBLIC ROAD, ALSO KNOWN AS STATE HIGHWAY M, AS IT NOW EXIST;

THENCE NORTH 88°34’45” WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 114.34 FEET;

THENCE NORTH 84°34’02” WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 165.12 FEET;

THENCE NORTH 89°01’47” WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 161.68 FEET;

THENCE NORTH 88°41’50” WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 443.95 FEET;

THENCE SOUTH 46°48’51” WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 42.80 FEET TO A POINT ON THE EAST RIGHT OF WAY OF GLENN AVENUE;

THENCE SOUTH 83°53’54” WEST, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 50.55 FEET TO A POINT ON THE WEST RIGHT OF WAY OF GLENN AVENUE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF SAID REPUBLIC ROAD;

THENCE NORTH 43°10’36” WEST, ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 42.05 FEET;

THENCE NORTH 88°41’50” WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 632.60 FEET;

THENCE SOUTH 46°59’30” WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 42.95 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HILLCREST AVENUE;

THENCE NORTH 88°41’50” WEST, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 55.01 FEET TO A POINT ON THE WEST RIGHT OF WAY OF HILLCREST AVENUE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF SAID REPUBLIC ROAD;

THENCE NORTH 43°00’04” WEST, ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 41.92 FEET;

THENCE NORTH 88°41’50” WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 15.20 FEET;

THENCE SOUTH 81°33’46” WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 284.70 FEET;

THENCE WESTERLY A DISTANCE OF 384.76 FEET, ALONG SAID RIGHT OF WAY, ALONG A 1181.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT WHICH HAS A CENTRAL ANGLE OF 18°40’00” AND A CHORD WHICH BEARS NORTH 89°06’13” WEST A DISTANCE OF 383.06 FEET;

THENCE SOUTH 66°12’05” WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 51.91 FEET;

THENCE NORTH 72°07’20” WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 6.13 FEET TO A POINT ON THE EAST RIGHT OF WAY OF GOLDEN AVENUE, ALSO KNOWN AS FARM ROAD 135;

THENCE SOUTH 17°52’40” WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 53.38 FEET;

THENCE NORTH 89°53’56” WEST, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 175.71 FEET TO A POINT ON THE WEST RIGHT OF WAY OF SAID GOLDEN AVENUE;

THENCE NORTH 43°18’05” WEST, ALONG THE EXISTING RIGHT OF WAY, A DISTANCE OF 140.09 FEET TO A POINT OF THE SOUTH RIGHT OF WAY OF SAID REPUBLIC ROAD;

THENCE NORTH 03°15’20” WEST, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 123.80 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID REPUBLIC ROAD;

THENCE NORTH 46°49’03” EAST, ALONG THE EXISTING RIGHT OF WAY, A DISTANCE OF 120.64 FEET TO A POINT ON THE WEST RIGHT OF WAY OF GOLDEN AVENUE;

THENCE NORTH 10°55’46” EAST, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 19.14 FEET;

THENCE NORTH 89°58’02” EAST, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 107.52 FEET TO A POINT ON THE EAST RIGHT OF WAY OF GOLDEN AVENUE;

THENCE SOUTH 43°10’56” EAST, ALONG THE EXISTING RIGHT OF WAY, A DISTANCE OF 104.39 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID REPUBLIC ROAD;

THENCE SOUTH 88°43’04” EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 85.00 FEET;

THENCE SOUTH 74°40’54” EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 103.08 FEET;

THENCE SOUTH 88°43’04” EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 500.00 FEET;

THENCE SOUTH 83°00’26” EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 82.35 FEET;

THENCE NORTH 45°55’04” EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 39.90 FEET TO A POINT ON THE WEST RIGHT OF WAY OF HILLCREST AVENUE;

THENCE SOUTH 88°36’36” EAST, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 60.13 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HILLCREST AVENUE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF SAID REPUBLIC ROAD;

THENCE SOUTH 38°20’18” EAST, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 39.16 FEET;

THENCE SOUTH 88°40’12” EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 204.91 FEET;

THENCE NORTH 89°27’45” EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 147.68 FEET;

THENCE SOUTH 88°38’14” EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 84.19 FEET;

THENCE NORTH 46°44’37” EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 45.07 FEET TO A POINT ON THE WEST RIGHT OF WAY OF GLENN AVENUE;

THENCE NORTH 87°18’10” EAST, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 50.17 FEET TO A POINT ON THE EAST RIGHT OF WAY OF GLENN AVENUE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF SAID REPUBLIC ROAD;

THENCE SOUTH 43°13’51” EAST, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 49.44 FEET;

THENCE SOUTH 88°38’19” EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 373.82 FEET;

THENCE NORTH 02°03’55” EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 5.63 FEET;

THENCE SOUTH 88°41’50” EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 232.56 FEET;

THENCE NORTH 46°33’02” EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 42.03 FEET TO A POINT ON THE WEST RIGHT OF WAY OF HOMEWOOD AVENUE;

THENCE SOUTH 82°28’26” EAST, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 50.58 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HOMEWOOD AVENUE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF SAID REPUBLIC ROAD;

THENCE SOUTH 43°25’11” EAST, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 42.36 FEET;

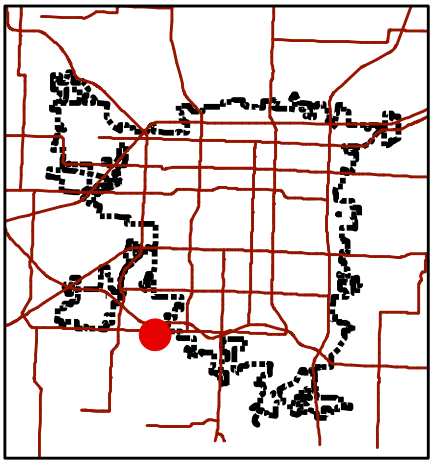
THENCE SOUTH 88°38’14” EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 355.85 FEET;

THENCE SOUTH 01°17’53” WEST, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 35.09 FEET TO THE **POINT OF BEGINNING:**

EXCEPT ANY PART THEREOF PREVIOUSLY ANNEXED BY:
GENERAL ORDINANCE NUMBER: 4587;
GENERAL ORDINANCE NUMBER: 4889;
GENERAL ORDINANCE NUMBER: 5214;
GENERAL ORDINANCE NUMBER: 5255;
GENERAL ORDINANCE NUMBER: 5938,
GENERAL ORDINANCE NUMBER: 6250, INTO THE CITY OF SPRINGFIELD, MISSOURI.

CONTAINING 4.7 ACRES MORE OR LESS.

Exhibit B



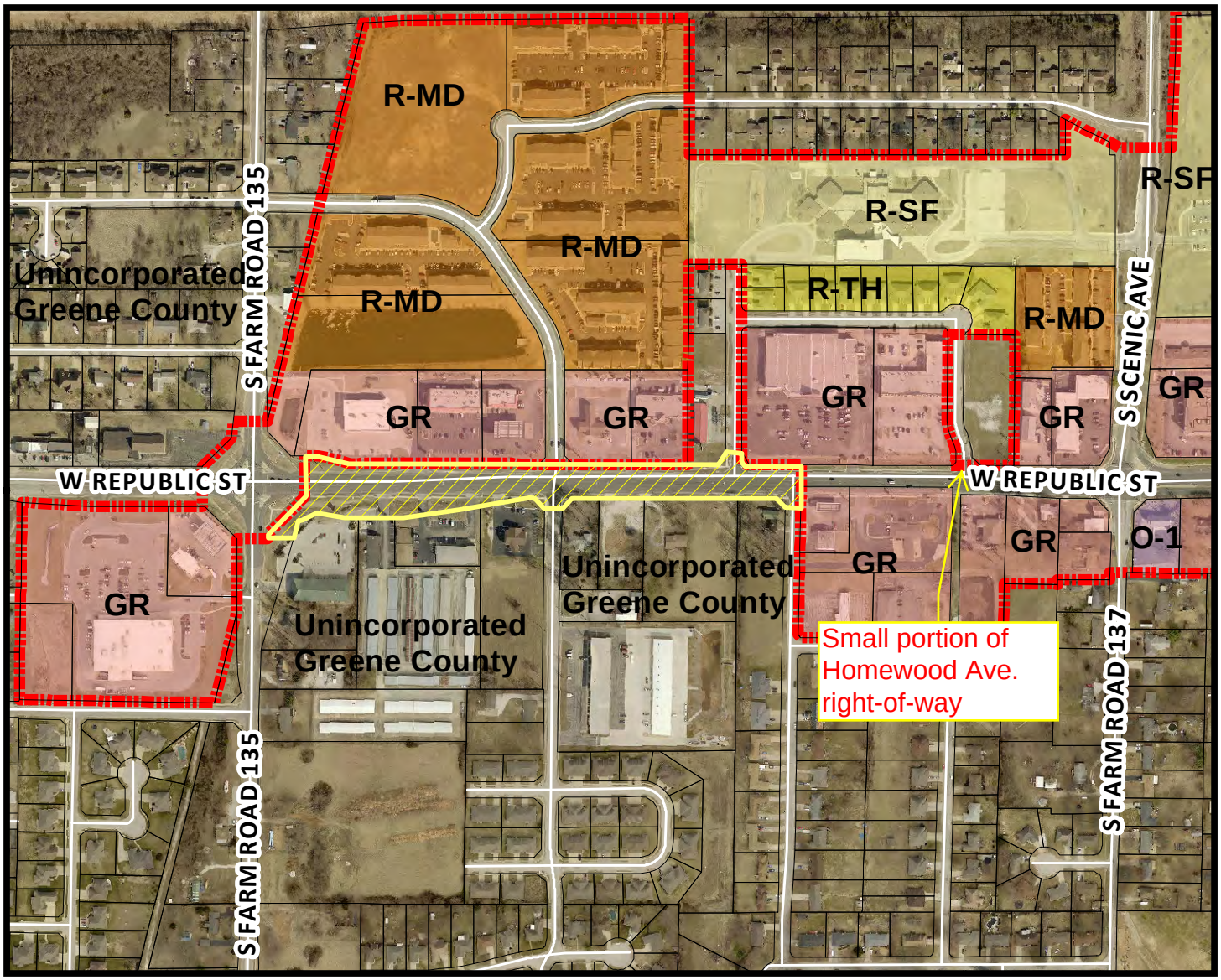
Development Review Staff Report

Department of Planning & Development - 417-864-1031
840 Boonville - Springfield, Missouri 65802

Annexation A-2-16

LOCATION: 2700-3000 block W. Republic St.
CURRENT ZONING: N/A

LOCATION SKETCH



N

- Area of Proposal

0 250 500 1,000 Feet

1 inch = 500 feet

DEVELOPMENT REVIEW STAFF REPORT
ANNEXATION A-2-16

TRACT DESCRIPTION:

The legal description of the property involved in annexation A-2-16 is attached as Exhibit A.

EXISTING LAND USE:

The subject right-of-way is currently being used for Republic Street and other public utilities.

CURRENT ZONING:

Public right-of-way does not have a zoning classification.

COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* states that City annexations should enhance governmental efficiencies through rational and simplified City boundaries and reduce any potential inter-jurisdictional conflict.

ENVIRONMENTAL CONSTRAINTS:

The proposed annexation area does not contain a sinkhole and is not within a floodplain area.

STREETS AND HIGHWAYS:

This proposed annexation includes Republic Street and adjacent street intersections which are currently being maintained by Greene County.

RURAL FIRE DISTRICT JURISDICTION:

The right-of-way to be annexed is currently served by the Battlefield Fire Protection District.

ATTACHMENT 1
DEPARTMENT & AGENCY REVIEW
ANNEXATION A-2-16

FIRE DEPARTMENT:

1. **Service** – The primary Fire Station responding to this area would be Station #6 located at 2620 W Battlefield, which is 1.67 miles from the NE corner of the property. Fire Station #9 located at 450 W Walnut Lawn is the secondary station responding to this location, which is 2.93 miles from the NE corner of the property.

2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5 mile (ISO diamond) response distance by just over 3/16th of a mile for the 1st due unit. ***This is not significantly greater than the ISO recommendation, so it will not have a significant impact on our ISO rating.***

3. **Response times/Standards of Cover** – Estimated response time was calculated by actual driving time under normal driving conditions. The 1st due company has an estimated total response time of 6 minutes. The 2nd due company has an estimated total response time of 7 minutes and 45 seconds. It is likely the standard of coverage benchmark could be met for single company responses but it is unlikely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 2 Battalion Chiefs to arrive on scene within 11 minutes and 24 seconds. ***The department expects that it is able to meet the initial unit and the effective response force baseline and benchmarks, so it will not negatively affect our accreditation.***

		Estimated Total Response Time	Benchmark*	Baseline**
1st Due Company	Station 6	5.5 – 6.5 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 9, 8, 10, 1	11 – 13 minutes	10 minutes 20 seconds	13 minutes 18 seconds

4. **Water Supply** – Currently there is adequate water supply to service the proposed area to be annexed. There is one hydrant on the Southeast corner of Scenic and Republic and a second hydrant 300' west of the property on Republic. Depending on the specifics of the development, additional hydrants may be required. ***The Fire Department does not have any concerns with the water supply for this annexation.***

5. **Impact -** The Fire Department is unable to estimate the call activity after development occurs 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.

Fire Department Recommendation: ***Based upon all of the relevant factors, the Fire Department is supportive of this annexation.***

POLICE DEPARTMENT:

Police Recommendations: No objections or impact to the PD.

SANITARY SERVICES:

No objections to annexing the right-of-way. Not all of the tracts south of here have been served by public sewer.

STORMWATER:

At this time no additional stormwater improvements will be required.

The property is located in the Galloway Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is not aware of any flooding problems in the area. If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. Buyout in lieu of on-site stormwater detention is not required. There are natural channels along both sides of Republic Street for stormwater to drain into. There are no sinkholes on the proposed property.

Public Works Stormwater Division	Response
Which Drainage Basin is this located?	Galloway Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is stormwater buyout an option?	N/A

TRAFFIC ENGINEERING:

No traffic issues with annexing this property.

PUBLIC GROUNDS:

W. Republic – Approximately 1,542 lf of 4-lane road with center turn lane (1.46 lane miles), asphalt pavement:
The street is in good condition with curb and gutter on both sides, and approximately 2630 lf of sidewalks.
Also includes drainage infrastructure and approximately 780 lf of ditch behind the sidewalk on the south side of the street.

Using an annual maintenance cost of $3,800 per lane mile: 1.46 lane miles * $3800 = $5,548 per year maintenance cost

Note: $3,800 per lane mile is based on annual costs associated with Street Operations activities that maintain, repair, and replace a variety of typical street sections.

HEALTH DEPARTMENT:

No comments.

BUILDING DEVELOPMENT SERVICES:

No issues.

ECONOMIC DEVELOPMENT:

No significant economic impact is anticipated with this request because it is public right-of-way.

NON-CITY AGENCIES REVIEW
ANNEXATION A-2-16

CITY UTILITIES:

There will be no additional costs to City Utilities to provide services to the annexed area.

GREENE COUNTY:

The proposed annexation is consistent with City/County policies on annexation of county road right-of-way. The Greene County Highway Department supports Annexation A-2-16.

MoDOT:

MoDOT has no facilities adjacent to this area.

AT&T:

AT&T has no objections.

ATTACHMENT 2
ANNEXATION SCHEDULE
ANNEXATION A-2-16

ANNEXATION:

Initiate annexation ..... October 3, 2016

City Council public hearing ..... October 31, 2016

City Council second reading and vote ..... November 14, 2016

One-rdg. _____
P. Hrngs. X
Pgs. 10
Filed: 10-25-16

Sponsored by: Fulnecky

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 243 GENERAL ORDINANCE NO. _____

AN ORDINANCE

AMENDING Chapter 36 of the Springfield, Missouri, City Code, known as the Land Development Code, Article III – 'Zoning Regulations,' Division 1 'Intent, Purpose and General Provisions,' Section 36-303(30)(b) 'Utilities.'

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

Section 1 – Chapter 36 of the Springfield, Missouri, City Code, known as the 'Land Development Code,' Article III – 'Zoning Regulations,' Division 1 – 'Intent, Purpose, and General Provisions,' Section 36-303(30)(b) 'Utilities' – is hereby amended as follows (Note: Underlined language is to be added. ~~Stricken~~ language is to be removed):

(30) Utilities.

(b) Utility substation facilities. Utility substation facilities shall be permitted in any district and shall comply with the following requirements:

1. All utility substation facilities are exempt from the height requirements of this article but shall meet all other lot size, bulk, and open space requirements of this article.

2. When the facility is not contained within an enclosed building, a fence or wall at least eight feet high shall be provided. I~~f the building, fence, or wall is painted, neutral colors shall be used.~~ The fence or wall shall meet the front setback requirements of the district up to a maximum of 25 feet. If a chainlink security fence is provided and a front setback is required, a vegetative screen that will reach the height of the fence within three years after planting shall be planted between the fence and the street. A vegetative screen is not required if the chainlink security fence is more than

100 feet from the property line.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-243

FILED: 10-25-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To amend Chapter 36 of the Springfield, Missouri, City Code, known as the Land Development Code, Article III – 'Zoning Regulations,' Division 1 'Intent, Purpose and General Provisions,' Section 36-303(30)(b) 'Utilities' in the Zoning Ordinance and to remove the requirement for a neutral color to be used on facility buildings, fences or walls. (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION: ZONING ORDINANCE TEXT AMENDMENT – UTILITY SUBSTATION FACILITIES AMENDMENTS

Planning and Zoning Commission initiated amendments regarding utility substation facilities at their meeting on September 1, 2016.

Staff is requesting amendments to the design standards of utility substation facilities. The current requirements state that if a utility substation facility building, fence or wall is painted, that neutral colors shall be used. This language is vague and ambiguous. In addition, there are situations where alternate colors may be appropriate and staff requests that utility substations should not be limited to using neutral colors on all facilities.

Staff is proposing to modify the Utility substation facilities design standards section (36-303.(30)(b) of the Zoning Ordinance to remove the paint color requirement.

The Development Issues Input Group (DIIG), Springfield Downtown Association (DSA), Environmental Advisory Board (EAB) and all registered neighborhood associations were notified of these amendments and have made no objections to date.

This Ordinance supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner.

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Element* of the *Comprehensive Plan* encourages innovative development and redevelopment through the use of incentives and appropriate regulations, to achieve desired residential and nonresidential development patterns.

REMARKS:

The Planning and Zoning Commission held a public hearing on October 13, 2016, and recommended approval, by a vote of 5 to 0, of the proposed changes to the Zoning Ordinance.

The Planning and Development Staff recommends approval of the proposed amendments.

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Greg Burris, City Manager

EXHIBITS:
Exhibit A, Record of Proceedings
Exhibit B, Development Review Staff Report

ATTACHMENTS:
Attachment 1, Proposed Changes to Zoning Ordinance (Redlined Version)
Attachment 2, Final Language after Proposed Changes (Clean Version)
Attachment 3, Existing Language in Zoning Ordinance (Current Text)

Exhibit A

RECORD OF PROCEEDINGS
UTILITY SUBSTATION FACILITIES AMENDMENTS

Utility Substation Facilities Amendments
Citywide
Applicant: City of Springfield

Mr. Hosmer stated that this is a request for Text Amendments to Section 36-303. (30) (b) Utility Substations Facilities. Staff is requesting amendments to the design standards of utility substation facilities. The current requirements state that if a utility substation facility building, fence or wall is painted that neutral colors shall be used.

Staff believes there are situations where alternate colors may be appropriate and proposes to modify this section of the Zoning Ordinance to remove the paint color requirement. Staff recommends approval.

Sec. 36-303. – General provisions. Note: Language to be deleted is stricken. Language to be added is underlined.

(30) Utilities.
(b) Utility substation facilities. Utility substation facilities shall be permitted in any district and shall comply with the following requirements:

1. All utility substation facilities are exempt from the height requirements of this article but shall meet all other lot size, bulk, and open space requirements of this article.

2. When the facility is not contained within an enclosed building, a fence or wall at least eight feet high shall be provided. If the building, fence, or wall is painted, neutral colors shall be used. The fence or wall shall meet the front setback requirements of the district up to a maximum of 25 feet. If a chain link security fence is provided and a front setback is required, a vegetative screen that will reach the height of the fence within three years after planting shall be planted between the fence and the street. A vegetative screen is not required if the chain link security fence is more than 100 feet from the property line.

Mr. Ray opened the public hearing.

No speakers.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Mr. Rose motioned that we approve Utility Substation Facilities Amendments (Citywide). Mr. Doennig seconded the motion. The motion carried as follows: Ayes: Ray, Doennig, Rose, Ogilvy, and Coltrin. Nays: None. Abstain: None. Absent: Cline, Edwards, Shuler, and Cox.

Bob Hosmer, AICP
Principal Planner

Exhibit B

PURPOSE: To amend Subsection 36-303.(30)(b)2., Utility substation facilities., in the Zoning Ordinance to remove the requirement for a neutral color to be used on facility buildings, fences or walls.

REPORT DATE: September 28, 2016

APPLICANT: City of Springfield

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Element* of the *Comprehensive Plan* encourages innovative development and redevelopment through the use of incentives and appropriate regulations, to achieve desired residential and nonresidential development patterns.

RECOMMENDATION:

Staff recommends **approval** of this request.

COMPREHENSIVE PLAN:

1. The *Growth Management and Land Use Element* of the *Comprehensive Plan* encourages innovative development and redevelopment through the use of incentives and appropriate regulations, to achieve desired residential and nonresidential development patterns.

STAFF COMMENTS:

1. Planning and Zoning Commission initiated amendments regarding utility substation facilities at their meeting on September 1, 2016. Staff is proposing to modify the Utility substation facilities design standards section (36-303.(30)(b)) of the Zoning Ordinance to remove the paint color requirement.

2. Staff is requesting amendments to the design standards of utility substation facilities. The current requirements state that if a utility substation facility building, fence or wall is painted that neutral colors shall be used. This language is vague and ambiguous. In addition, there are situations where alternate colors may be appropriate and that utility substations should not be limited to using neutral colors on all facilities.

3. The Development Issues Input Group (DIIG), Springfield Downtown Association (DSA), Environmental Advisory Board (EAB) and all registered neighborhood associations were notified of these amendments and have made no objections to date.

CITY COUNCIL MEETING
October 31, 2016
STAFF CONTACT PERSON:

Daniel Neal
Senior Planner
864-1036

ATTACHMENT 1
PROPOSED CHANGES TO ZONING ORDINANCE
UTILITY SUBSTATION FACILITIES

Note: Language to be deleted is ~~stricken~~. Language to be added is underlined.

Sec. 36-303. – General provisions.

(30) Utilities.

(b) Utility substation facilities. Utility substation facilities shall be permitted in any district and shall comply with the following requirements:

1. All utility substation facilities are exempt from the height requirements of this article but shall meet all other lot size, bulk, and open space requirements of this article.

2. ~~When the facility is not contain~~ned within an enclosed building, a fence or wall at least eight feet high shall be provided. If the building, fence, or wall is painted, neutral colors shall be used. The fence or wall shall meet the front setback requirements of the district up to a maximum of 25 feet. If a chainlink security fence is provided and a front setback is required, a vegetative screen that will reach the height of the fence within three years after planting shall be planted between the fence and the street. A vegetative screen is not required if the chainlink security fence is more than 100 feet from the property line.

ATTACHMENT 2

FINAL LANGUAGE AFTER PROPOSED CHANGES
UTILITY SUBSTATION FACILITIES AMENDMENTS

Sec. 36-303. – General provisions.

(30) Utilities.

(b) Utility substation facilities. Utility substation facilities shall be permitted in any district and shall comply with the following requirements:

1. All utility substation facilities are exempt from the height requirements of this article but shall meet all other lot size, bulk, and open space requirements of this article.

2. When the facility is not contained within an enclosed building, a fence or wall at least eight feet high shall be provided. The fence or wall shall meet the front setback requirements of the district up to a maximum of 25 feet. If a chainlink security fence is provided and a front setback is required, a vegetative screen that will reach the height of the fence within three years after planting shall be planted between the fence and the street. A vegetative screen is not required if the chainlink security fence is more than 100 feet from the property line.

ATTACHMENT 3

EXISTING LANGUAGE IN ZONING ORDINANCE
UTILITY SUBSTATION FACILITIES AMENDMENTS

Sec. 36-303. – General provisions.

(30) Utilities.

(b) Utility substation facilities. Utility substation facilities shall be permitted in any district and shall comply with the following requirements:

1. All utility substation facilities are exempt from the height requirements of this article but shall meet all other lot size, bulk, and open space requirements of this article.

2. When the facility is not contained within an enclosed building, a fence or wall at least eight feet high shall be provided. If the building, fence or wall is painted, neutral colors shall be used. The fence or wall shall meet the front setback requirements of the district up to a maximum of 25 feet. If a chainlink security fence is provided and a front setback is required, a vegetative screen that will reach the height of the fence within three years after planting shall be planted between the fence and the street. A vegetative screen is not required if the chainlink security fence is more than 100 feet from the property line.

One-rdg. _____
P. Hrngs. _____
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First Reading: _____ Second Reading: _____
AMENDED SUBSTITUTE
COUNCIL BILL NO. 2016- 244 GENERAL ORDINANCE NO. _____

AN ORDINANCE

AMENDING the Springfield City Code by repealing language contained in Chapter 118 Vehicles for Hire, and adding new regulations for Transportation Network Companies and Drivers.

_____

WHEREAS, the transportation industry is adapting with the addition of new technology; and

WHEREAS, transportation network companies are using digital networks and software applications to connect drivers with passengers; and

WHEREAS, these regulations amend existing city code to prepare for this new type of transportation for hire.

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

Section 1 - The Springfield City Code, Chapter 118 Vehicles For Hire, is hereby amended as follows:

ARTICLE II. - TAXICABS, COURTESY CARS AND AIRPORT LIMOUSINES
DIVISION 1. - GENERALLY

Sec. 118-31. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Airport limousine means a public vehicle operating with a legal agreement with a mass transit facility and using the mass transit facility as its departure or destination point, and which is not licensed by the U.S. Department of

Transportation or applicable state agency if such license would exempt the vehicle from local regulation.

Airport limousine fixed route. An airport limousine shall be deemed to operate over a designated fixed route where the destination and/or commencement of each trip is from the same location.

Color scheme means the designation of the dome light color and any paint and/or lettering to be placed on the doors of the taxicab or airport limousine, and the insignia or logo of the taxicab or airport limousine company, and may consist of a description of the paint of the entire taxicab or airport limousine.

Courtesy car means any vehicle operated to or from a motel or hotel which is designed to carry patrons of the motel and hotel to or from fixed locations in the city, or any vehicle used by an establishment arranging sightseeing or other similar tours for the purpose of transporting patrons of such establishment without charge.

Cruising means the continuous or repeated operation of any taxicab along any street or alley for the purpose of obtaining or picking up passengers.

Director means the Director of Finance<u>, or his or her designee</u>.

Driver means the person who is driving or who is in actual physical control of a taxicab, <u>transportation network vehicle,</u> courtesy car<u>,</u> or airport limousine, whether as owner or agent, servant or employee of an owner, <u>or other designation</u>.

Driver's permit means authorization by the city to a particular individual to operate taxicabs, or airport limousines within the city upon meeting the criteria set forth in this article.

Immoral purpose includes any of those acts prohibited by RSMo 567.010 et seq., as amended.

Interest in taxicab<u>, transportation network vehicle,</u> or airport limousine company. A person shall be deemed to have an interest in a taxicab or airport limousine company when he is a sole proprietor, partner or limited partner of the firm or business holding a taxicab or airport limousine license under this article or which is required to obtain a license under this article; has in his control, either through direct ownership or through the ownership of a spouse or minor child, ten

percent or more of the outstanding stock of such taxicab or airport limousine company; or has a security interest in over 50 percent of the tangible assets of the firm or business.

Licensee means the holder of the taxicab or airport limousine company license.

Owner and operator mean any person who derives, or has the right to derive, income directly or indirectly from the operation of one or more taxicabs, transportation network vehicles, courtesy cars, or airport limousines.

Permittee means the holder of a transportation network company permit.

Rate zone means the area of the city to which a certain trip rate of an airport limousine applies.

Specialty passenger service means the use of specialty passenger vehicles for the transportation of passengers at special events or activities or for the transportation of passengers in areas established by the city manager or his designee as special activity areas.

Specialty passenger vehicles means buses, motorized trolleys or similar motor vehicles equipped to transport five or more passengers in three or more rows of seats and the design of which exhibits unique or unusual characteristics that add to the ambiance of a special event or special activity area in which specialty passenger service is being allowed.

Taxicab means all motor vehicles operated as public carriers of passengers for hire over other than fixed routes, but shall not include transportation network vehicles.

Taxicab company means a person who owns controls or operates at least one taxicab which transports passengers for hire.

Taxicab owner and owner mean any person who has any interest in the title of a taxicab which is recognized under state law.

Taximeter means a mechanical instrument or device by which the charge for hire of a taxicab, at a predetermined rate, is mechanically calculated and registered, either for distance traveled or for waiting time, or both, and upon which such charge shall be indicated by means of figures which are electrically

lighted each time the taximeter's flag is thrown from the non-earning to the earning position.

Transportation network company driver means an individual who operates a motor vehicle that is:

(1) owned, leased, or otherwise authorized for use by the individual;
(2) not a taxicab, courtesy car, or airport limousine; and
(3) used to provide transportation network company services.

Transportation network company means an entity for which a permit has been issued pursuant to this chapter and operating in Springfield, Missouri, that uses a digital network or online-enabled application service to connect passengers to transportation network company services including prearranged rides provided by transportation network company drivers. A transportation network company is not deemed to own, control, operate or manage the vehicles used by transportation network company drivers, and is not a taxicab association.

Transportation network company services means transportation of a passenger between points chosen by the passenger and prearranged with a transportation network company driver through the use of a transportation network company digital network or online-enabled application. Transportation network company services shall begin when a transportation network company driver accepts a request for transportation received through the transportation network company's digital network or online-enabled application service, continue while the transportation network company driver transports the passenger in the transportation network vehicle, and end when the passenger exits the transportation network vehicle. Transportation network company service is not a taxicab or street hail service.

Transportation network vehicle means any vehicle used to provide a transportation network service including any time when a driver is logged onto the transportation network company's Internet-enabled application or digital platform showing that the driver is available to pick up passengers, when a passenger is in the vehicle, when the provider's dispatch records show that the vehicle is dispatched, or when the driver has accepted a dispatch and is en route to provide transportation network services to a passenger.

Transporting passengers for hire. A person transports passengers for hire if he provides transportation for passengers and derives therefrom, directly or indirectly, any financial benefit.

Vehicle permit means authorization by the city to the owner of the taxicab, or airport limousine to operate a particular vehicle as a taxicab, or airport limousine within the corporate limits of the city.

Waiting time means the time when a taxicab is not in motion, from the time of acceptance of a passenger to the time of discharge, but not including any time the taxicab is not in motion due to mechanical breakdown, traffic conditions or any cause other than the request, act or fault of a passenger.

(G.O. No. 5391, § 1, 7-6-2004)

Cross reference— Definitions generally, § 1-2.

Sec. 118-32. - Penalty.

Any person who violates the provisions of this article shall be subject to a fine and penalty under section 1-7 for each trip he makes while not in compliance, except that failure to have requisite permits and/or licenses shall constitute a separate violation for each day the person fails to comply with the provisions of this article.

Sec. 118-33. - Injunctive relief.

In addition to the penalties set forth in this article, the city attorney is hereby authorized to file and obtain injunctions on behalf of the city against persons who are violating provisions of this article. If the city seeks injunctive relief from the circuit court for violations of this article, penalty provisions set forth in this article shall not apply to any person violating this article.

Sec. 118-34. - Intent of article; findings.

The city council hereby finds and declares that it is the intent of this article to provide for a unified transportation system based upon considerations of public health, safety and welfare and a determination of public convenience and necessity. The city council further finds and declares that the operation of motor vehicles to carry passengers for hire in violation of the provisions of this article affects the public health, safety and welfare and constitutes a public nuisance because it involves the operation of a business on the streets of the city without obtaining the necessary authority, permits, or licenses.

Sec. 118-35. - Applicability of article; exceptions.

(a) This article shall apply whenever a passenger to be transported for hire is picked up within the city limits, regardless of his destination, but shall not be applicable if the passenger is picked up outside the city limits and is discharged within the city limits.

(b) This article shall not apply to transportation provided as follows:

(1) By any persons operating a transportation system which is funded in whole or in part by a federal, state or local governmental agency.

(2) By renting a vehicle for a minimum period of two hours to not more than one person, provided that a vehicle which is so rented shall not otherwise be used as a taxicab, courtesy car, transportation network vehicle, or airport limousine within the provisions of this article.

(3) If the passenger is picked up outside the city limits and is discharged within the city limits.

(4) By any person who possesses a permit issued by the Interstate Commerce Commission or state public service commission to transport passengers for hire, over which person the city has no authority.

(5) By any business regulated in whole by the federal or state government and to which local regulations would not apply.

Sec. 118-36. - License, permit, or other authorization required for transport of passengers for hire.

It shall be unlawful for any person to carry passengers for hire in a motor vehicle or operate or maintain a business which carries passengers for hire in motor vehicles within the city, unless the person is authorized to operate such a motor vehicle for hire under this Code or federal or state law.

Sec. 118-37. - Proof of insurance and inspection of vehicles prerequisite to issuance of license or permit.

(1) The director ~~of finance~~ shall have the authority to issue or renew a license or permit to operate a taxicab, transportation network, or airport limousine company as provided in this article, but no license or permit shall be issued or renewed until the applicant has produced proof of insurance as required by this article and all vehicles to be operated by or on behalf of ~~the~~ a taxicab or airport limousine company have been inspected and approved ~~by the chief of police or his designee under this article, and specifically section 118-498~~.

Sec. 118-38. - License and permit requirements.

It shall be unlawful for any person to engage in the business of transporting passengers for hire within the city except as follows:

(1) Any person ~~operating a taxicab who has obtained a driver's permit to operate a taxicab,~~ who is operating a taxicab that has a valid vehicle permit, and either holds a taxicab company license as required by section 118-36 or is employed as an agent or employee of a licensed taxicab company or is operating his vehicle under another's license as permitted by section 118-36.

(2) Any person operating an airport limousine who has obtained a permit to operate an airport limousine and who has a valid current business license as required by section 118-36.
(3) Any person operating a courtesy car whose operation is exempt from licensing as provided by section 118-39.
(4) Any person operating a commercial trolley bike who either has a valid current business license as required by section 106-611 or is employed as an agent or employee of a licensed commercial trolley bike company.
(5) Any person operating a transportation network vehicle must be authorized to access the digital network of a transportation network company that has obtained a permit pursuant to the provisions of this article.

(G.O. No. 6209, § 4, 7-13-2015)

Sec. 118-39. - Exemption of courtesy cars from license requirement.

The operation of a courtesy car shall be exempt from the licensing provisions of this article when operated in accordance with the following:

(1) The courtesy car shall be operated by a hotel, ~~or~~ motel, or adult or child daycare facility as an adjunct of its business.
(2) The courtesy car shall carry no passengers other than employees of the hotel, ~~or~~ motel, or adult or child daycare facility operating the courtesy car, except to transport patrons of the hotel, ~~or~~ motel, or adult or child daycare facility ~~to and from an airport or bus station~~.
(3) The courtesy car shall serve only one hotel, ~~or~~ motel, or adult or child daycare facility; provided, however, that two or more hotels, ~~or~~ motels, or adult or child daycare facilities having the same ownership may be served by the same courtesy car.
(4) No consideration shall be paid by the passenger or charged by the operator for the services provided, except such services may be a service normally provided to patrons of a motel or hotel. No additional charge may be made for providing such service, either at the time the service is provided or on the customer's ~~motel or hotel~~ bill.
(5) The vehicle shall be identified as a courtesy car with the name of each hotel, ~~or~~ motel, or adult or child daycare facility served by the courtesy car clearly shown on the outside of the vehicle.
(6) The owner of the courtesy car shall comply with all laws of the state with respect to vehicle safety, vehicle inspection and method of operation.
(7) The owner shall carry the minimum insurance requirements established under this article for taxicabs, airport limousines and courtesy cars.

Sec. 118-40. - Application for license or permit.

Application for a taxicab, transportation network, or airport limousine company license or permit under this article shall be made to the director ~~of finance~~. Such application shall be verified under oath and shall set forth the following:

(1) A full identification of the applicant and all persons having an interest in the license or permit if granted.

(2) The residence and business address and the citizenship of all members of any firm or partnership and of all officers, directors and stockholders of any corporation applying.

(3) Whether or not the applicant or any of the persons to be interested in the license or permit, if granted, has been convicted of the violation of any national, state or municipal law.

(4) Proof of financial responsibility, including but not limited to the following:

~~a. Balance sheet and income statement prepared by a certified public accountant or public accountant and which contains the same information as the balance sheet and income statement required by section 118-48(2).~~

~~b~~a. Statement of any unpaid claims or unsatisfied judgments against the applicant, other persons interested in the license or permit, if granted, or any other person with whom the applicant has been either associated or employed, for damages resulting from the negligent operation of a vehicle.

~~c~~b. Statement of any unpaid claims or unsatisfied judgments ~~not covered in subsection (4)a of this section~~ which have arisen in the past six years, and an explanation of each transaction giving rise to such unpaid claims or unsatisfied judgments.

~~d~~c. Submission of required proof of insurance~~, bonds and security pursuant to sections 118-46 and 118-47~~.

~~(5) The past experience that the applicant has had in rendering taxicab, airport limousine, courtesy car, or other public passengers-for-hire service in any municipality, including but not limited to the names of supervisors, the names and addresses of taxicab companies the applicant has operated for, dates of service and municipalities~~.

(~~6~~5)Whether or not any permit or license issued to the applicant or other person interested in the license or permit, if granted, has been revoked, and, if so, the circumstances of such revocation.

(~~7~~6)The number of taxicabs or airport limousines proposed to be operated.

(~~8~~7)A complete description of the vehicles to be used in the proposed operation, including but not limited to vehicle make, model, VIN and color scheme, and a complete description of the proposed operation. This subsection shall not apply to transportation network companies.

(~~9~~8)The color scheme, name and characteristic insignia to be used to designate the vehicles of the applicant as approved by the director ~~of finance~~. This subsection shall not apply to transportation network companies.

a. The color scheme may not duplicate that of an already licensed taxicab or airport limousine company, including the primary color to be placed on the doors, or be so close in design as to cause confusion among the public as to the identity of the taxicab or airport limousine company, and must be consistently used on each and every vehicle operated under the taxicab or airport limousine company license.

b. Any taxicab vehicle in service on January 31, 1996, shall not be required to be changed to conform to the color scheme of the taxicab company, with

the exception of the dome light, to comply with this section. Any taxicab vehicle placed in service after January 31, 1996, shall comply with this section. If, at the time of the effective date of the ordinance from which this article is derived, two taxicab companies are using the same or similar color schemes, the taxicab company which first used the color scheme may continue using the color scheme. All other taxicab companies shall designate a different color scheme for future use; provided, however, no two taxicab companies may designate a color that is a different shade of a color designated by another company as its primary or main color. By way of example, but not limitation, should one company designate yellow as its primary, main or distinctive color, no other shade of yellow may be permitted.

(9) An individual, together with the individual's name, address, e-mail address, and telephone number, who is authorized to represent the company in the capacity of a registered agent, and authorized to accept notices and tickets issued pursuant to this Chapter.

(10) A statement identifying the manner in which proposed fares for transportation network services are calculated.

(11) A statement signed by the applicant that they will obey all laws, rules, regulations, policies, and procedures that govern companies regulated by this chapter.

(12) A statement signed by the applicant that they will not knowingly allow drivers to utilize their service until the drivers have met all requirements of this chapter and are in good standing with the applicant, and have complied with all driver requirements pursuant to state and local law.

(13) No transportation network company permittee shall disable, eliminate or otherwise prevent access to the transportation network company's application by the licensing official or designee of the licensee's official for purposes of enforcing this chapter.

(1~~0~~4)Such further information as the ~~chief of police or~~ director ~~of finance~~ may require.

Sec. 118-41. - Responsibilities of Taxicab, Transportation Network, and Airport Limousine Companies for self-regulating drivers.

(1) A taxicab, transportation network, or airport limousine company shall be responsible for conducting a background check prior to allowing a driver to provide transportation for hire and/or transportation network services. A taxicab, transportation network, or airport limousine company shall, at a minimum, verify that all drivers meet the following requirements:

a. The driver is at least 18 years of age;

b. The driver has all required licenses under the laws of the state of Missouri to operate a taxicab, transportation network company vehicle, or airport limousine;

c. The driver has not been convicted within the past seven years of

1. Any felony; or

2. Misdemeanor involving driving under the influence, reckless driving, hit and run, or any other driving related offense or any misdemeanor violent offense or sexual offense.

d. The driver is not a match in the United States Department of Justice National Sex Offender Public website; and

e. The driver has not had more than three moving violations in the prior three-year period of time, or one of the following major violations in the prior three-year period of time:

1. Attempting to evade the police,
2. Reckless driving, or
3. Driving on a suspended or revoked license.

(2) Taxicab, transportation network, and airport limousine companies shall establish a zero tolerance policy on the use of drugs or alcohol while its drivers are providing transportation for hire and/or transportation network services.

(3) Taxicab, transportation network, and airport limousine companies shall promptly suspend any of its drivers from transporting passengers for hire upon receiving a valid passenger complaint concerning a driver, and shall conduct a commercially reasonable investigation to determine whether the complaint is valid. Such suspension shall be for at least the time period reasonably necessary for the taxicab, transportation network, or airport limousine company and the city (which city investigation shall not exceed ten (10) business days), to investigate the complaint.

(4) Taxicab, transportation network, and airport limousine companies shall not knowingly allow any driver to provide transportation for hire and/or transportation network services for the company if that driver is currently suspended by another taxicab, transportation network, or airport limousine company or that driver has been removed or prohibited by that company from transporting passengers for hire.

(5) Taxicab, transportation network, and airport limousine companies shall keep and maintain detailed records relevant to the requirements of this section for the purposes of documentation and verifying enforcement and shall promptly make all such records available to the Director upon request.

(6) If a person files a complaint with the city against a driver or a taxicab, transportation network, or airport limousine company, or if the city is investigating non-compliance or a code violation, the city may inspect the taxicab, transportation network, or airport limousine company's records as reasonably necessary to investigate and resolve any complaint or violation. The director shall provide at least 10 days' notice to the company prior to the inspection.

(7) Taxicab and airport limousine companies shall make the drivers identification available to passengers by posting the drivers identification in a conspicuous manner inside the taxicab or airport limousine. Transportation network companies shall make the transportation network company driver information available through the transportation network company's digital network or application.

Sec. 118-41~~1~~2. - Granting or denial of license or permit.

Whenever any applicant for a taxicab, transportation network company, or airport limousine company license or permit shall have complied with all the conditions and regulations pertaining to the filing of his application, the director ~~of finance~~ shall issue the license or permit unless the information contained in the application demonstrates that it is not in the best interests of the public health and safety of the residents of the city that a license or permit should be issued. If an application for a license or permit is denied, the applicant shall have the right to a hearing before a hearing officer designated by the city manager, in accordance with the procedures set forth in section 118-4~~3~~4 for revocation of a license or permit.

Sec. 118-4~~2~~3. - Transfer of license or permit.

No taxicab, transportation network, or airport limousine company license or permit issued under this article or any interest in such license or permit shall be transferred from one person to another. However, nothing in this section shall prevent the cancellation, release or other termination of a security interest in the tangible or intangible assets of the business entity holding the taxicab, transportation network, or airport limousine company license or permit if such cancellation, release or other termination of the security interest is executed by and between the holder of the taxicab, transportation network, or airport limousine company license or permit and the holder of the security interest or approved assignee thereof.

Sec. 118-4~~3~~4. - Revocation and/or suspension of license or permit.

(a) The director ~~of finance~~ shall notify the licensee or permittee, and any person holding a financial interest in the taxicab, transportation network, or airport limousine company as shown on the records of the director ~~of finance~~ or the application for a license or permit, of any violation of this article which he has reason to believe exists and state whether based on such violation the director is seeking to revoke or suspend the license or permit, by certified mail, to the address listed by the taxicab, transportation network company, or airport limousine company on its license or permit application. Within ten days of the notice of the violation, a request in writing may be made to the director ~~of finance~~ by the person holding a taxicab, transportation network, or airport limousine company license or permit, as shown by the records of the finance department and on the application for a license or permit, for an administrative hearing before a hearing officer designated by the city manager. Such hearing shall be held under the rules of administrative procedure, and the hearing officer shall take evidence and issue a ruling on whether or not the taxicab, transportation network, or airport limousine company has violated any of the following conditions. If such is found, the hearing officer may revoke and/or suspend the license or permit to operate a taxicab, transportation network, or airport limousine company. If no request in writing for a hearing is received within the ten-day period, the director ~~of finance~~ shall have power to revoke and/or

suspend any such taxicab, transportation network, or airport limousine company license or permit for the following reasons:

(1) The violation of any provision of this article.

~~(2) When it has been proved to the director of finance by a preponderance of the evidence before him that the holder of such taxicab or airport limousine company license has discontinued operation for a period of more than 30 consecutive days.~~

(~~3~~2) That such licensee or permittee has knowingly continued to employ or otherwise authorize a driver in violation of this article, a driver who has violated provisions of this article, or whose driving activity on behalf of the taxicab, transportation network, or airport limousine company is not covered by insurance as required under this article.

(~~4~~3) Whenever it shall appear that a license or permit issued under this article has been obtained by misrepresentation or fraud.

(~~5~~4) That the licensee or permittee has knowingly continued to employ or otherwise authorize a driver who has refused service to an individual without proper cause or that such person encourages such practice to be the method of operation or has violated the provisions of this article.

~~(6) That the licensee failed to replace a canceled security or bond required by this article within 15 days, excluding Saturdays, Sundays or legal holidays, from the director of finance's receipt of notice of cancellation.~~

(~~7~~5) That the licensee or permittee has refused or permitted others under its license or permit to refuse to provide a receipt upon request to any passenger that contains the amount charged for service, the number assigned to the taxicab or airport limousine driver by the ~~chief of police~~ director, and the number of the taxicab or airport limousine.

(~~8~~6) That the licensee or permit has charged or permitted others under its license or permit to charge fares in excess of those on file with the director, if applicable ~~of finance as provided in section 118-127~~.

(~~9~~7) That such licensee or permittee has permitted the use of the same number assigned to a vehicle by the licensee or permittee pursuant to section 118-54 for more than one vehicle at the same time.

(b) When a taxicab, transportation network, or airport limousine company license or permit has been revoked and/or suspended, no vehicle shall continue to operate under the name, logo, insignia or color scheme of such taxicab, transportation network, or airport limousine company.

(c) The taxicab, transportation network, or airport limousine company license or permit of any person shall be forthwith revoked by the director ~~of finance~~ whenever he shall have received a certificate from any court or clerk thereof showing that such person has failed to satisfy, within 30 days, any final judgment upon which execution has been lawfully issued against such a person for damages on account of bodily injury, death or damage to property resulting from the ownership, maintenance, use or operation of a taxicab, transportation network vehicle, courtesy car or airport limousine; except that this provision shall not apply to any person who has presented an acceptable plan to settle such judgment.

Sec. 118-44~~5~~. - Ownership of vehicles.

No taxicab, or airport limousine owner shall sell or lease, directly or indirectly, to a taxicab, or airport limousine driver, a taxicab, or airport limousine or sign for such taxicab, or airport limousine so as to obligate the taxicab, or airport limousine owner on behalf of the taxicab, or airport limousine driver for the payment of the vehicle to third parties.

Sec. 118-4~~5~~6. - Eligibility for license or permit after revocation.

Whenever a taxicab, transportation network, or airport limousine company license or permit issued under this article has been revoked by the director ~~of finance~~ for any of the reasons set forth in section 118-4~~3~~4~~, excepting subsection (2) or (6),~~ no license or permit shall be issued to such person nor shall such person be allowed an interest in a license or permit for a period of not less than two years.

Sec. 118-4~~6~~7. - Vehicle insurance requirements.

(a) Before any license or permit is issued for the operation of a taxicab or airport limousine, the taxicab or airport limousine company shall file with the director ~~of finance~~ a policy of insurance issued by an insurance company duly licensed to transact business in ~~the state~~ Missouri, covering separately or in a schedule attached to such policy each vehicle licensed or permitted to be operated under the direction and control of such company. Such policy shall cover legal liability for bodily injuries or death of one person to the extent of $50,000.00~~25,000.00~~ and subject to such limits as to injury or death of one person, of $100,000.00~~50,000.00~~ on account of any one accident resulting in injuries to or death of more than one person, and of $25,000.00~~10,000.00~~ for damage to property on account of any one accident.

(b) Until April 1, 2017, before any license or permit is issued for the operation of a transportation network company, the transportation network company shall file with the director a policy of insurance by an insurance company duly licensed or eligible to transact business in Missouri, covering separately or in a schedule attached to such policy each vehicle licensed or permitted to be operated under the direction and control of such company. Such policy shall be consistent with the below:

1. The following automobile insurance requirements shall apply while a transportation network company driver is logged onto the transportation network company's digital network and is available to receive transportation requests but is not engaged in transportation network services:

(a) primary automobile liability insurance in the amount of at least $50,000.00 for death and bodily injury per person, $100,000.00 for death and bodily injury per incident, and $25,000.00 for property damage; and

(b) uninsured motorist coverage in an amount not less than the limits set forth under state law; and

2. The following automobile insurance requirements shall apply while a transportation network company driver is engaged in transportation network services:

(a) primary automobile liability insurance in the amount of at least one million dollars for death, bodily injury, and property damage; and

(b) uninsured motorist coverage in an amount not less than the limits set forth under state law.

3. The coverage required in Sec. 118-46(b) may be satisfied by any of the following:

(a) Automobile insurance maintained by the transportation network company; or

(b) Automobile insurance maintained by the transportation network company driver; or

(c) Any combination of paragraphs (a) and (b).

(c) From and after April 1, 2017, before any license or permit is issued for the operation of a transportation network company, the transportation network company shall file with the director a policy of insurance by an insurance company duly licensed or eligible to transact business in Missouri that meets all requirements of Missouri law concerning insurance requirements for transportation network companies (currently set forth in Section 379.1702 RSMo. which is scheduled to take effect on April 1, 2017).

~~(b)~~ (d) All such policies shall provide that they may not be canceled unless written notice of proposed cancellation is delivered to the office of the director ~~of finance~~ at least 30 days prior to the date of the proposed cancellation. If the taxicab, transportation network, or airport limousine company licensee, permittee, or other responsible party shall fail within the period specified in such notice of cancellation to provide proof of insurance as provided in subsection (a) of this section, then the license or permit affected by such cancellation may be revoked as of the day such insurance ceases to be in force and effect, and thereafter it shall be unlawful for such owner or other responsible party to operate taxicabs, transportation network vehicles, or airport limousines in the city. If the taxicab, transportation network, or airport limousine company or responsible third party shall file a policy of insurance as required by this section within 30 days after the date of such revocation, then such revocation shall be lifted.

~~(c)~~(e)All taxicab or airport limousine companies shall annually file with the director ~~of finance~~ a ~~monthly~~ list showing the year, make, model, VIN number, record of owner, and company providing insurance coverage for each and every taxicab or airport limousine in service under its license or permit. No taxicab or airport limousine shall be placed in service or permitted to operate under the taxicab or airport limousine license or permit unless it is shown on such list within 30 days of being placed in service.

(f) If insurance maintained by a driver in subsection b(1) or b(2) of this section has lapsed or does not provide the required coverage, insurance maintained by a transportation network company shall provide the coverage required by this section beginning with the first dollar of a claim and the transportation network company

shall have the duty to defend such claim. If the insurance maintained by the driver does not otherwise exclude coverage for loss or injury while the driver is logged on to any transportation network company's digital network or while the driver provides transportation network services, but does not provide insurance coverage at the minimum limits required by subsection b(1) or b(2) of this section, the transportation network company shall maintain insurance coverage that provides excess coverage beyond the driver's policy limits up to the limits required by subsection b(1) or b(2) of this section, as applicable.

(g) Coverage under an automobile insurance policy maintained by the transportation network company shall not be dependent on a personal automobile insurer first denying a claim nor shall a personal automobile insurance policy be required to first deny a claim.

(h) A transportation network company driver shall carry proof of coverage satisfying subsections b(1) and b(2) of this section with him or her at all times during his or her use of a vehicle in connection with a transportation network company's digital network. Such proof of insurance may be kept electronically. In the event of an accident, a transportation network company driver shall provide this insurance coverage information to the directly interested parties, automobile insurers, and investigating police officers, upon request. Upon such request, a transportation network company driver shall also disclose to directly interested parties, automobile insurers, and investigating police officers whether the driver was logged on to the transportation network company's digital network or providing transportation network services at the time of the accident.

(i) The transportation network company shall disclose in writing to transportation network company drivers the following before they are allowed to accept a request for transportation network company services on the transportation network company's digital network:

1. The insurance coverage, including types of coverage and the limits for each coverage, that the transportation network company provides while the transportation network company driver uses a personal vehicle in connection with a transportation network company's digital network; and

2. That the transportation network company driver's own automobile insurance policy might not provide any coverage while the driver is logged on to the transportation network company's digital network and is available to receive transportation requests or is engaged in transportation network company services depending on the policy's terms.

(j) A transportation network company shall make the following disclosure to a prospective driver in the prospective driver's terms of service:

IF THE VEHICLE THAT YOU PLAN TO USE TO PROVIDE TRANSPORTATION NETWORK COMPANY SERVICES HAS A LIEN AGAINST IT, USING THE VEHICLE FOR TRANSPORTATION NETWORK COMPANY SERVICES MAY VIOLATE THE TERMS WITH THE LIEN HOLDER.

IF A TRANSPORTATION NETWORK COMPANY'S INSURER MAKES A PAYMENT FOR A CLAIM COVERED UNDER COMPREHENSIVE COVERAGE OR COLLISION COVERAGE, THE TRANSPORTATION NETWORK COMPANY SHALL CAUSE ITS INSURER TO ISSUE THE PAYMENT DIRECTLY TO THE

BUSINESS REPAIRING THE VEHICLE OR JOINTLY TO THE OWNER OF THE VEHICLE AND THE PRIMARY LIENHOLDER ON THE COVERED VEHICLE. The disclosure set forth in this subsection shall be placed prominently in the prospective driver's written terms of service, and the prospective driver shall acknowledge the terms of service electronically or by signature.

~~Sec. 118-47. - Proof of liquid assets or posting of security.~~

~~Before any taxicab or airport limousine company license is issued for the operation of a taxicab or airport limousine, the applicant shall file with the director of finance proof of $5,000.00 in liquid assets. The holder of the taxicab or airport limousine company license shall maintain the liquidity of these assets and not allow the value of the assets to fall below $5,000.00. In lieu of this, the applicant may post security in the same denomination either by posting a bond by a corporate surety authorized to do business in the state or by posting an escrow agreement. The bond or the escrow shall state that it is for the benefit of all creditors of the applicant which are unsecured or which are not protected by the insurance required in section 118-46.~~

Sec. 118-48. - Renewal of license or permit.

The director ~~of finance~~ shall renew taxicab, transportation network, or airport limousine company licenses or permits annually as required by section 118-36 to any applicant who can show the following:

(1) That all personal property taxes on vehicles, other than Transportation Network Vehicles, operated as part of the business have been paid.

~~(2) That the applicant has filed a balance sheet and income statement prepared by a certified public accountant, which statement shall cover the 12-month period ending December 31 of the preceding calendar year and shall show that the business has not less than $5,000.00 in liquid assets.~~

(~~3~~2) The names and addresses of the owner, partners, limited partners, stockholders, officers and creditors of the corporation.

(~~4~~3) The percent of stock ownership of every stockholder.

(~~5~~4) Adequate proof that all taxicabs or airport limousines operated by or for the benefit of the taxicab or airport limousine company have been inspected and approved by the ~~chief of police~~ director or his designee within 12 months prior to the date of submission of the application.

(~~6~~5) That the applicant has a current valid taxicab, transportation network, or airport limousine company license or permit.

~~(7) That the applicant has filed with the director of finance a dress code with which the applicant shall require its drivers to comply, which code shall include minimum requirements of dress and personal cleanliness which shall include a collared shirt, slacks or skirt, and a badge to be worn on the front of the shirt which shows at least the number assigned by the chief of police director to the driver and the name of the taxicab or airport limousine company under whose license the driver is operating a taxicab or airport limousine.~~

(~~8~~6)That the applicant has tendered payment of all required fees.

(~~9~~7)That the applicant has provided proof of insurance as required by section 118-4~~6~~7.

Sec. 118-49. - Vehicle equipment and inspections.

(a) Required equipment. Every ~~vehicle~~ taxicab and airport limousine ~~governed by this article~~ shall have and maintain the following equipment:

(1) All appliances required by this Code and other ordinances of the city and the laws of the state for motor vehicles.

(2) Two doors affording direct entrance and exit to and from both the front and rear seats; provided, however, minivans may have one side door, which may be on the nondriver's side, as a means of direct entrance and exit from rear seats.

(3) An adequate light in the passenger compartment, controlled by a switch control in the passenger compartment.

(4) A speedometer in good working order.

(5) Cards containing the following:

a. A card located in the passenger compartment, not less than four inches by six inches in size, which shall have plainly printed thereon the name of the taxicab or airport limousine company, its business address and telephone number, and the current schedule of fares on file with the director ~~of finance~~ as provided in division 3 of this article to be charged for the conveyance of passengers.

b. A separate card provided by the director ~~of finance~~ to be located in the passenger compartment, not less than four inches by six inches in size, which shall have plainly printed thereon the address and telephone number where the customer may register complaints and comments about the taxicab or airport limousine service, and a list of the rights of customers granted by this article.

(6) The vehicle permit issued by the ~~chief of police~~ director.

(7) A permanent device for affixing the daily log sheet.

(8) A side-view mirror attached to both the left and right sides of the vehicle.

(9) A card located in the passenger compartment on which there shall be the statement that it is unlawful to refuse service to any member of the general public when presently unoccupied except for the reason that such person is intoxicated, is using profanity, is abusive, desires to use the service to commit unlawful acts, presents an unreasonable risk of harm or injury to the driver, or cannot pay. However, this provision shall not apply to courtesy cars.

(10)A display of the number assigned to the taxicab or airport limousine by the taxicab or airport limousine owner or taxicab or airport limousine company under whose license or permit the vehicle is operated which has each number no less than one inch in height and readily discernible by any person sitting in a seat intended for use by a passenger.

(11) For taxicabs, a taximeter as follows: A taxicab shall be equipped with a taximeter of a size and design approved by the ~~chief of police~~ director and which conforms to the following requirements:

a. Each taximeter must be driven direct from the taxicab transmission or connected with the speedometer driving shaft to the taximeter head itself.
b. Each taximeter must register upon visual counters the following miles:
   1. Total miles.
   2. Miles paid.
   3. Number of units.
   4. Number of trips.
   5. Number of extras.
c. Each taximeter must be furnished with a tamperproof switch and system of electrical distribution so that when the taximeter flag is in the vacant or nonearning position the "vacant" sign on top of the taxicab will be lighted, and when the meter flag is thrown to an earning position the fare indicator of the taximeter will be lighted.
d. There shall be an electrical light or sign located on the top of each taxicab, of a size and design approved by the ~~chief of police~~ director and which is connected to the taximeter in the means prescribed in this article, so that such light or sign will be electrically lighted when the taxicab is vacant.

(b) Annual inspection. ~~Every vehicle governed by this article~~ Taxicabs and airport limousines shall be inspected annually by the ~~chief of police~~ director ~~or his designee~~ for all items of equipment required by the provisions of this section or other provisions of this article.

(c) Additional inspections; reinspections; issuance of inspection sticker. All ~~Every vehicle~~ taxicabs and airport limousines involved in a motor vehicle accident in which over $500.00 damage was done to such vehicle shall be required to be reinspected. Also, the city shall have access to any maintenance records of ~~any vehicle~~ all taxicabs and airport limousines upon request and may order a reinspection at any time after the expiration of 30 days from the date of a previous inspection, provided there is reason to believe that the vehicle's operation does not comply with the provisions of this article or that the vehicle is dangerous or unsafe or is not being properly maintained or used. If the vehicle cannot be approved upon a reinspection, the director ~~of finance~~ shall first order such vehicle's operation to be discontinued for a period of 15 days in which the owner of the vehicle may request a second reinspection. If the owner of the vehicle does not request the second reinspection or if the vehicle cannot be approved upon the second reinspection, the director ~~of finance~~ shall revoke the license or permit corresponding to such vehicle. An inspection sticker shall be issued for each vehicle which passes the required inspection and shall be affixed on the vehicle by the city in a visible location.

(d) Inspection sticker required. It shall be unlawful to operate a taxicab or airport limousine on the city streets without a current valid inspection sticker affixed thereto. The inspection sticker shall be valid for a period not to exceed one year from the date it is issued and shall not be transferred to any other vehicle.

Sec. 118-50. - Cleanliness and condition of vehicles.

Every vehicle governed by this article shall be kept in a clean and sanitary condition ~~and shall be swept and dusted at least once a day~~. Every vehicle shall

be kept in such condition of repair as may be reasonably necessary to provide for the safety of the public and for continuous and satisfactory operation. For transportation network companies, a vehicle that does not meet the requirements of this Section shall, upon request to the transportation network company, be suspended from the platform until such time as the vehicle is returned to clean and sanitary condition.

Sec. 118-51. - Refusal of service.

It shall be unlawful for a driver of a taxicab or airport limousine to refuse service to a member of the general public except when such person is intoxicated, uses profanity, is abusive, desires to use the service for an illegal purpose, presents an unreasonable risk of harm or injury to the driver, or is unable to pay the legal fare. However, a driver of a taxicab, courtesy car, transportation network vehicle, or airport limousine shall not be required to provide service to an individual under the age of 12 without an adult passenger accompanying him or an individual who has as his destination point or departure point a mass transit terminal facility with which the operator does not have an operating agreement. A driver of a courtesy car shall not refuse service to any patron of the establishment with which the courtesy car is operated in conjunction unless such patron is intoxicated, uses profanity, is abusive, presents an unreasonable risk of harm or injury to the driver, is violating any city ordinance, or desires service for an illegal purpose.

Sec. 118-52. - Daily log of trips.

Every taxicab or airport limousine licensee shall provide at the beginning of each driver's tour of duty a log sheet which is numbered in sequence. The driver shall maintain such log sheet by departure time, departure location, destination location, destination time and fare charged. The licensee shall collect such log sheets at the end of every driver's tour of duty and maintain such records for inspection by the ~~chief of police and the~~ director ~~of finance~~ for a period of one year.

Sec. 118-53. - Records of vehicles.

Every taxicab or airport limousine licensee shall keep a record, in the manner prescribed by the director ~~of finance~~, of all cars for which certificates are on file with the director ~~of finance~~, showing the serial number, and, if operated, the hours of operation, the name of the driver and the hours of work of each driver, or, if the taxicab is not in operation, the reason therefor. Such records shall be maintained for a period of one year and shall be available to the ~~chief of police and the~~ director ~~of finance~~ upon request.

Sec. 118-54. - Information to be displayed on vehicles.

(1) Every vehicle governed by this article, except transportation network vehicles, shall have a serial number which shall be painted on the sides and back thereof in figures of at least three inches in height. The name of the operating company shall be painted thereon in a conspicuous manner. The rates on file with the director ~~of finance~~ as required by this article shall be painted on both sides of all taxicabs in letters and figures at least two inches in height. No legend except the name of the operating company, vehicle number, rates and telephone number may be used on the sides of any vehicle. The color scheme, name and characteristic insignia used to designate vehicles shall not be changed except upon approval of the director ~~of finance~~.

(2) Transportation network drivers shall keep and display a digital identification at all times while logged into the transportation network company's digital network as evidence that they are authorized to access the network.

Sec. 118-55. - Removal of vehicle markings upon sale or disposition of vehicle.

No taxicab or airport limousine company or taxicab or airport limousine owner shall sell or otherwise dispose of any taxicab or airport limousine without first removing or obliterating the vehicle markings required by section 118-54, unless such vehicle is to be used as a taxicab or airport limousine of the same company. Upon sale or other disposition, the taxicab or airport limousine company or owner shall notify the director ~~of finance~~ of such sale or disposition and the reason for the sale or disposition on the list required under section 118-4~~6~~7.

~~Sec. 118-56. - Office and telephone required.~~

~~No holder of a taxicab or airport limousine company license shall operate in the city without having an office and a telephone in a commercially zoned location for receiving and dispatching calls.~~

Sec. 118-5~~7~~6. - Reports of violations by drivers.

A licensee or permittee under this article shall report to the ~~police~~ department of finance any known violation by a driver of ~~any of the operating company's rules and any violation of~~ any municipal, state or federal law ~~committed by a driver~~.

Sec. 118-5~~8~~7. - Use or possession of intoxicating beverages or controlled substances by owner, driver or employees.

No taxicab, transportation network, or airport limousine owner, driver or employee, while on duty, shall have in his possession intoxicating liquor or non-intoxicating beer or controlled substances or drink or consume such items while on duty. No driver shall knowingly purchase, carry or transport intoxicating liquor or nonintoxicating beer or controlled substances. However, a passenger may

have in his possession unopened containers of intoxicating liquor or nonintoxicating beer. No driver, owner or employee of any owner of a taxicab or airport limousine company shall have in his possession at or near his office, place of business or garage any intoxicating liquor or nonintoxicating beer or controlled substances of any kind.

Cross reference— Alcoholic beverages, ch. 10.

Sec. 118-58.- Taxicabs and airport limousine shall not operate as transportation network vehicles or provide transportation network services.

No taxicab or airport limousine shall operate as and no taxicab or airport limousine owner shall allow a taxicab or airport limousine vehicle to operate as a transportation network vehicle for the purpose of offering transportation network services.

Sec. 118-59. - Use of vehicle for unlawful purpose.

No person shall use a vehicle governed by this article for any unlawful purpose, nor shall any owner or driver knowingly permit such unlawful use. When such unlawful use has occurred with the knowledge of the owner or driver of such vehicle, and he shall be duly convicted thereof, the director ~~of finance~~ shall revoke the permit to operate such vehicle and the ~~chief of police~~ director shall also revoke the permit of such driver.

Sec. 118-60. - Refusal to pay fare.

No person shall hire or permit himself to be carried as a passenger for hire in any taxicab, transportation network vehicle, courtesy car or airport limousine in the city and refuse to pay the fare for such trip.

Sec. 118-61. - Disposition of property found in vehicles.

A driver shall deliver all lost or misplaced property found in the vehicle to the holder of the taxicab or airport limousine company license for such vehicle at the end of the driver's tour of duty. The taxicab or airport limousine company shall keep such property for 24 hours, or a shorter time if the rightful owner of such property requests the release of such property. At the end of 24 hours, the taxicab or airport limousine company shall deliver such property, or the name and address of the owner of and description of such property, to the city police department. Unless returned to the property owner through other means, transportation network drivers shall deliver all lost or misplaced property found in the vehicle to the city police department at the end of 48 hours and if possible, provide the name and address of the owner of and a description of such property to the city police department.

Sec. 118-62. - Manner of operation of taxicabs.

Taxicabs shall be operated in the following manner:

(1) Determination of fare. A taxicab must use a taximeter in determining the fare to be charged. No other or different fare shall be charged to a passenger than is recorded on the reading face of such taximeter for a trip, except that any taxicab may charge a rate lower than that so recorded.
(2) Operation of taximeter. A driver of a taxicab equipped with a taximeter, while carrying passengers or under employment, shall not display the taximeter flag affixed to such taximeter in such a position as to denote that such vehicle is not employed or in such a position as to denote that he is employed at a rate of fare different from that to which he is entitled under the provisions of this article. It shall be the duty of each such driver to call the attention of passengers to the amount registered, and the taxicab flag shall not be changed to the "vacant" position until after the fare is paid.
(3) Acceptance of additional passengers. No driver of a taxicab having a passenger in his taxicab shall solicit or accept for carriage any other passenger without the consent of the original passenger. If two or more passengers are transported to different destinations, the taximeter shall be reset at the end of each trip, and if they are transported to the same destination only the original fare shall be charged.
(4) Taxicab routes. No owner or driver of a taxicab shall cause or permit such taxicab to be operated along routes in a manner similar to that of mass transportation vehicles operating along definite routes or between specific termini, or along fixed routes. Any owner or driver who operates, causes to be operated, or permits to be operated any taxicab persistently and repeatedly to and from, around or in the vicinity of any theater, railroad station, hotel or any other place of public gathering, or repeatedly along a street when there is nearby a suitably located taxicab stand, shall be construed to be operating such taxicab along a route.

Sec. 118-63. - Number of passengers in taxicabs<u>, transportation network vehicles,</u> and airport limousines.

There shall not be more passengers than that recommended by the manufacturer of the vehicle, including the driver, carried in a taxicab<u>, transportation network vehicle,</u> or airport limousine at one time. The front seat of a taxicab<u>, transportation network vehicle,</u> or airport limousine shall only be occupied by the driver and one passenger.

Sec. 118-64. - Manner of operation of airport limousines and courtesy cars.

(a) Courtesy cars. Courtesy cars shall be operated in the following manner:

(1) Restrictions on patronage. Drivers shall not offer service nor shall the owner permit the offering of service to any person other than a patron of a motel or hotel, or a patron of a business arranging sightseeing tours or other similar tours.

(2) Trip origins and destinations. Trip origins and destinations shall be fixed locations, which locations shall have been registered with the director of ~~finance prior~~ to the carrying of passengers to such locations. Courtesy cars shall not be operated so that a trip destination or departure is to or from a mass transit terminal facility with which the operator does not have an operating agreement.

(3) Payment of charges. The trip rate may either be charged to all patrons of the motel, hotel or other temporary residence business or a business arranging sightseeing tours or other similar tours when a person becomes a patron, or the trip rate may be charged to only those patrons who engage the courtesy car or to the owner of any business or facility which is the trip destination's approved fixed location.

(4) Maximum number of passengers. The maximum number of passengers in a courtesy car at any given time shall be that number set by the ~~chief of police~~ director when the vehicle is inspected under section 118-49.

(b) Airport limousines. Airport limousines shall be operated in the following manner:

(1) Route. Airport limousines shall operate over fixed routes only, and such limousines shall operate closed-door from the point where the passenger is picked up to the point where the passenger is delivered. Airport limousines shall not be operated so that a trip departure is from a mass transit terminal facility with which the operator does not have an operating agreement.

(2) Rate of fare. The trip rate shall be charged each passenger in accordance with the rate zone corresponding to the destination or commencement of the trip for each passenger.

(3) Maximum number of passengers. There shall not be more than 12 persons, inclusive of the driver, in an airport limousine at any given time.

(4) Operating agreement with airport. An airport limousine may not operate without a valid operating agreement with the body, board or authority legally in charge of the airport.

(5) Compliance with airport regulations. The owners, drivers and employees of an airport limousine service shall operate the airport limousines in a manner which will comply with all rules and regulations of the body, board or authority legally in charge of the airport, if such rules and regulations, and all amendments thereto, have been filed with the director ~~of finance~~ and ~~chief of police~~ prior to their effective date.

Sec. 118-65. - Specialty passenger service.

A specialty passenger service shall comply with all provisions of Chapter 118 applicable to taxicabs including driver's licensing requirements unless specifically excluded or modified by this section.

(1) In addition to the information required in the application for a taxicab company license, an applicant operating a specialty passenger service shall submit a

plan describing the vehicle(s) to be used and stating the types of events or activities at which the service will operate. If the service is to be operated in a special activity area, the plan shall set out in detail the area of and manner of operation of the service in the area. Any plan is to include the place of and length of stops and shall set forth the streets to be used and shall affirm that no structures, traffic control devices or utility wires shall be an obstruction to the operation of the service. The director ~~of finance~~ shall have available a form setting out additional information needed in the plan. Further information may be requested before a final decision is reached.

(2) The plan must be approved by the City Manager or his designee. A special activity area may be established if deemed appropriate to implement the plan. The impact to the City Utility bus service shall be considered and direct competition with established service routes is to be avoided unless the events or special activity area cannot be adequately served during a special event or during times of need for additional passenger service. If the plan is found to be in the best interest of the city and if all requirements are meet to assure the public health and safety, the plan may be approved. If during the term of the license, public health or safety issues arise, the city may require a modification of the plan to address those issues. A request to amend the plan may be filed by the licensee during the license period and the review of the proposed amendment shall proceed as above outlined.

(3) Paragraphs (a) (2), (7) and (11) of Section 118-49 shall not apply to a specialty passenger service. Specialty passenger vehicles shall have at least two means of ingress and egress accessible by passengers.

(4) Section 118-52 shall not apply to specialty passenger service. A specialty passenger service must have an approved plan on file with the city authorizing all passenger transportation that is undertaken by the service. It is unlawful to transport passengers in violation of the approved plan, in the absence of a plan, in violation of any applicable provision of Chapter 118 or other provisions of the city code, state statutes or federal rule, regulation or law.

(5) The requirements of Section 118-54 shall apply to a specialty passenger service; however, the proposed plan of operation may include a request to modify the requirements including a change of color scheme or legend so long as such change reasonably relates to the events or special activity area being served.

(6) Section 118-62 shall not apply to specialty passenger service. The operation of the specialty passenger service shall be in line with the approved plan and approved fee schedule.

(7) Section 118-63 shall not apply to specialty passenger service. The occupancy of a specialty passenger vehicle shall not exceed the manufacturers stated capacity. The capacity shall be prominently displayed.

(G.O. No. 5391, § 2, 7-6-2004)

<u>Section 118-66.-Manner of Operation of Transportation Network Companies</u>

(1) A transportation network company shall not disclose a passenger's personally identifiable information to a third party unless: the passenger consents, disclosure is required by a legal obligation, or disclosure is required to protect or defend the terms of use of the service or to investigate violations of those terms. In addition to the foregoing, a transportation network company shall be permitted to share a passenger's name and/or telephone number with the transportation network company driver providing transportation network company services to such passenger in order to facilitate correct identification of the passenger by the transportation network company driver, or to facilitate communication between the passenger and the transportation network driver.

(2) No transportation network driver shall solicit passengers for transportation in a transportation network vehicle on any public way or at any public airport. No such transportation network vehicle shall be parked on any public way for a time longer than is reasonably necessary to accept passengers in answer to a call for service, and no passenger shall be accepted for any trip in such vehicle without previous engagement for such trip at a fixed charge or donation through the business office or transportation network service from which the vehicle is operated.

(3) Every transportation network vehicle operated on the streets of the city shall be maintained in clean and serviceable condition and in adequate repair. Every vehicle shall be substantially free from damage. All vehicles shall have no loose hanging metal, body molding or chrome stripping. The complete exhaust system shall be intact and in good working order. No vehicle shall operate with large dents or major body damage, nor shall it operate with large areas of unpainted or rusted metal. All vehicles shall have required fenders, bumpers, doors, door handles, lights and air conditioner, all of which shall be in good working order. All vehicles shall be equipped with brakes capable of stopping and holding the vehicle under all reasonable conditions, and shall have at least one door in addition to the driver's door affording direct entrance and exit to and from the passenger compartment. Failure to meet all above listed requirements shall cause the vehicle to be found unfit or unsuited for public use, and such vehicle may be ordered off the streets of the city.

118-67. - Audit Procedures

(1) For the sole purpose of verifying that a transportation network company is in compliance with the requirements of this chapter and no more than annually, and with at least 7 days notice to the transportation network company, the director shall have the right to visually inspect a sample of records that the transportation network company is required to maintain. The sample shall be chosen randomly by the director in a manner agreeable to both parties. The audit shall take place at a mutually agreed location. Any record furnished to the director may exclude information that would tend to identify specific drivers or riders.

(2) In response to a specific complaint against any transportation network company driver or transportation network company, the director, after providing at least 48 hours notice to the transportation network company, is authorized to inspect records held by the transportation network company that are necessary to investigate and resolve the complaint. Any record furnished may exclude information that would tend to identify

specific drivers or riders, unless the identity of a driver or rider is necessary to resolve the complaint.

Sec. 118-68. - Smoking restrictions.

Smoking by drivers and passengers shall be prohibited in taxicabs, transportation network company vehicles, and airport limousines while the driver is engaged in transporting passengers for hire or providing transportation network company services.

Secs. 118-6~~6~~9—118-80. - Reserved.

~~DIVISION 2. - DRIVERS~~

~~Sec. 118-81. - Permit required; minimum age.~~

~~No person shall drive a taxicab or airport limousine unless duly granted a permit as provided in this division and having attained the age of 18 years.~~

~~Sec. 118-82. - Application for permit.~~

~~(a) Every applicant for a permit as a driver of a taxicab or airport limousine shall make application to the chief of police on forms to be supplied by the chief of police. Driver permits, or the reasons for not granting a permit, shall be supplied to an applicant within 15 days following the date the application is received by the chief of police. However, an interim permit may be issued if, in a review of the application, paperwork reveals no irregularities and the reviewing official has no reason to believe that the application will not be approved.~~

~~(b) The applicant shall provide such information as the chief of police may require, including, but without limitation, the following:~~

~~(1) The applicant's name, age, residence, race, nationality, place of birth, citizenship, length of time resident in the city, marital status, height, weight, and color of eyes and hair. The applicant shall include the addresses of all residences for the five years preceding the application.~~

~~(2) Previous experience as a taxicab, airport limousine or other similarly classified vehicle driver by date, employer and locality; and, if there is previous experience, whether any license or permit was revoked or suspended and the date, locality and reason for such revocation or suspension.~~

~~(3) Previous history of arrests and/or convictions for any felony, misdemeanor or ordinance violation, including traffic violations, giving the particulars of each, and prior terminations of employment or contracts as a taxicab or airport limousine driver.~~

~~(4) The names and current telephone numbers and addresses of three persons who have known the applicant personally for at least 12 months preceding the date of the application.~~

~~(5) The fingerprints of the applicant.~~

~~(6) At least three recent photographs of the applicant, which shall be of such size as may be required by the chief of police.~~

~~(7) Proof of legal age required to obtain any license required to operate a vehicle licensed pursuant to this article.~~

~~(8) Demonstration of ability to speak and understand the English language and to read and recognize street signage.~~

~~(3) Proof of a valid chauffeur's license issued to the applicant under the laws of the state, or a valid license which would authorize the applicant to operate a taxicab or airport limousine under the laws of the state, and submission to the chief of police of the certificate of registration furnished the applicant under RSMo 301.002 et seq. The number thereon shall be noted on the application for the permit.~~

~~(10) Submission of a certificate of physical examination by a physician licensed to practice in the state, which shall recite the following matters:~~

~~a. The applicant is free of defective vision or has corrected vision to at least 20-20 in both eyes.~~

~~b. The applicant is free of defective hearing, epilepsy, vertigo, heart trouble, and any other infirmity, physical or mental, which would render applicant unfit for safe operation of a public vehicle.~~

~~c. The applicant is free from communicable diseases.~~

~~(11) As a part of the physical examination, a certificate or other public record showing that the applicant has been tested and passed drug and alcohol screening at least equal to the screening requirements set by the United States Department of Transportation for motor carrier drivers with respect to the number and types of drugs or controlled substances tested, which certificate must have been issued no more than five days prior to the date of application.~~

~~(12) Whether the applicant has completed a course in first aid and life saving administered under the American Red Cross or a course similar in content to the American Red Cross administered first aid and life saving course. Such completion of a course shall not be a requirement for the issuance of a driver's permit, but such completion, when evidenced, shall be noted on the driver's permit.~~

~~(c) As a part of the application, the applicant shall sign a release of information form which shall permit the director or the chief of police to release information contained in the application to any law enforcement agency.~~

~~Sec. 118-83. - Examination of applicant for permit.~~

~~After complying with the provisions of section 118-82, every applicant shall be examined by the chief of police or his duly authorized subordinate as to the applicant's knowledge of the provisions of this article, knowledge of the city, and knowledge of local traffic regulations. An applicant shall not take the examination more than twice in any 14-day period. Should an applicant fail to pass the examination four times in a 28-day period, he shall not be permitted to take the examination for a period of three months. The applicant may also be required by~~

~~the chief of police to demonstrate the skill and ability with which the applicant operates a motor vehicle.~~

~~Sec. 118-84. - Issuance and display of permit.~~

~~Before issuing a permit to drive a taxicab or airport limousine, the chief of police shall investigate the facts set out in the application and shall not grant a permit to drive a taxicab or airport limousine to any person who has been convicted of a violation of the criminal laws of any state or the United States defined as a felony and who has served any part of such sentence within five years of the date of such application, or who, in the opinion of the chief of police is not physically fit or otherwise qualified to operate a taxicab, courtesy car or airport limousine in the city; except that the chief of police may issue a license to such person when the person has shown evidence of criminal rehabilitation in accordance with RSMo 314.200. Upon being satisfied that the applicant is qualified and upon proof of payment of the fees required by this article, the chief of police shall issue a driver's permit to the applicant, which shall be valid for a period of three years; provided, however, nothing in this section shall be construed as requiring the issuance of a driver's permit to a person who is a resident of a halfway house or similar facility. The permit shall be prominently displayed in the taxicab or airport limousine at all times while the driver is operating the taxicab or airport limousine. The permit shall include a photograph of the driver and the number assigned to the driver by the chief of police.~~

~~Sec. 118-85. - Notice of denial of permit.~~

~~If a driver's permit is not granted by the chief of police, the chief of police shall furnish the applicant the reasons for such refusal.~~

~~Sec. 118-86. - Appeal of denial of permit.~~

~~Whenever the chief of police shall have refused to authorize the issuance of a driver's permit, the applicant, within ten days after the date of the notice of such refusal, may file a request in writing to the chief of police for an appeal before a hearing examiner designated by the city manager. The hearing examiner shall conduct a hearing at which he may either consider such appeal on the evidence produced before the chief of police or permit the introduction of new evidence and new tests. In the event of an adverse decision, the applicant shall have a right of appeal from the date of the city hearing examiner's decision to circuit court pursuant to RSMo 536.010 et seq.~~

~~Sec. 118-87. - Reapplication for permit after denial.~~

~~When an applicant has been denied a driver's permit for reasons other than failing the examination pursuant to section 118-83, no new application shall be considered for a period of one year~~.

~~Sec. 118-88. - Identification card.~~

~~At the time of issuance of a driver's permit, the chief of police shall also issue an identification card, upon which shall be affixed one of the photographs and the number assigned to the driver and filed with the chief of police. The identification card shall be carried at all times by the driver when the permittee is driving a taxicab or airport limousine, and it shall be displayed on demand to any police officer.~~

~~Sec. 118-89. - Renewal of permit.~~

~~(a) Drivers' permits issued pursuant to this division may be renewed every three years by the chief of police if the permittee makes application as provided for in section 118-82. The permittee shall submit with the application for renewal a certificate of physical examination as in the case of an original application, which certificate, in order to be accepted, must have been issued within 30 days of the date of application. The permittee shall also submit a certificate or other public record of passing drug and alcohol screening as provided in section 118-82 (b)(11), which certificate, in order to be accepted, must have been issued within five days prior to the date of application. The chief of police may require submission of other facts as he deems necessary.~~

~~(b) If a permittee does not make application for renewal of the driver's permit to the chief of police prior to expiration of a current permit, the permittee shall be required to pay a delinquent application fee. If the permittee fails to renew the driver's permit within 30 days succeeding the expiration of a prior permit, the permittee shall be required to make an original application.~~

~~Sec. 118-90. - Smoking while carrying passengers.~~

~~Drivers of taxicabs or airport limousines are prohibited from smoking while carrying passengers who object to their smoking.~~

~~Sec. 118-91. - Notification of change of address.~~

~~Every holder of a driver's permit shall have his residence address on file with the chief of police and in case of change shall notify the chief of police and any taxicab or airport limousine companies for whom the driver is operating a taxicab or airport limousine in writing within five days. Failure to notify the chief of police of a change in address may result in revocation of the permit.~~

~~Sec. 118-92. - Drivers to remain in or near vehicle; dress and appearance of driver; wearing of badge.~~

~~The driver of any taxicab or airport limousine shall remain in or beside the vehicle at all times when such vehicle is standing upon the public streets, except~~

~~that the driver may aid a passenger already engaged by the driver with luggage or from a building into the vehicle or out of the vehicle to a building or when conducting business in conjunction with his employment. The driver shall also maintain a neat and clean general appearance and shall be dressed at all times while on duty in a collared shirt, slacks or skirt, and wear a badge on the front of the shirt which lists at least the number assigned to the driver by the chief of police and the taxicab or airport limousine company under whose license he is operating the taxicab or airport limousine. At the discretion of the driver, the badge may list the first and/or last name of the driver.~~

~~Sec. 118-93. - Procedure for revocation of permit.~~

~~Whenever a driver's permit is subject to revocation, a driver's permit may only be revoked by the chief of police after ten days' written notice by registered mail to the permittee and only after a hearing if the permittee makes a request of the chief of police in writing within the ten-day period for a hearing before the hearing examiner of the city.~~

~~Sec. 118-94. - Altering or defacing permit, identification card, rate card or log sheet.~~

~~No permittee shall deface any permit, identification card, rate card or daily log sheet, or remove, tamper with or alter a rate card displayed in a taxicab or airport limousine. In case of any violation of this provision, the chief of police shall revoke the driver's permit. Such revocation shall be in addition to any other penalty imposed.~~

~~Sec. 118-95. - Revocation of permit for conviction of certain offenses, driving with excessive blood alcohol level, or failure to pass drug test.~~

~~Conviction of driving while intoxicated or driving when blood contains alcohol of 0.08 percent or more by weight in a personal vehicle, or leaving the scene of any accident, or operating a taxicab or airport limousine when blood contains 0.05 percent or more by weight of alcohol, or failure to pass or submit to a drug test requested by the director of finance or by the chief of police upon probable cause, shall operate as a revocation of any driver's permit issued under this division, and such driver shall not be eligible to receive a new permit for a period of one year from the date of such conviction, except in accordance with RSMo 314.200.~~

~~(G.O. No. 5391, § 3, 7-6-2004)~~

~~Sec. 118-96. - Violation marks.~~

~~(a) For the purpose of regulating permittees under this division, the chief of police is authorized to establish a system of violation marks for the violation of traffic ordinances and ordinances pertaining to taxicabs, transportation network vehicles,~~

~~airport limousines and other public vehicles, in accordance with the following classified schedule:~~

~~(1) Class I. Four violation marks shall be entered for each conviction of an offense under any of the following sections:~~

~~106-19~~	~~One-way streets and alleys.~~
~~106-79~~	~~Obedience to police and fire department officials.~~
~~106-128~~	~~Immediate notice to police department.~~
~~106-129~~	~~Written reports required.~~
~~106-130~~	~~Reports when driver unable to report.~~
~~106-153~~	~~Obedience required.~~
~~106-157~~	~~Flashing signals.~~
~~106-181~~	~~Vehicles to keep to righthand side of street.~~
~~106-190~~	~~Passing other vehicles traveling in same direction.~~
~~106-191~~	~~Stopping for school bus.~~
~~106-203~~	~~Careless and imprudent driving.~~
~~106-231~~	~~Speed greater than reasonable and prudent.~~
~~106-232~~	~~Speed limit within central business districts and university district.~~
~~106-234~~	~~Speed limit outside central business district.~~
~~106-235~~	~~Speed limit on approach to certain intersections.~~
~~106-236~~	~~Speed limit in school zones.~~
~~106-281~~	~~Vehicles required to stop or yield right-of-way prior to entering through streets.~~
~~106-300~~	~~Stopping, standing or parking prohibited in specified places.~~
~~118-~~	~~Vehicle inspection and equipment.~~

~~49~~8	
~~118-51~~0	~~Refusal of service.~~
~~118-52~~1	~~Daily log of trips.~~
~~118-54~~3	~~Information to be displayed on vehicles.~~
~~118-58~~7	~~Use or possession of intoxicating beverages or controlled substances by owner, driver or employees.~~
~~118-59~~8	~~Use of vehicle for unlawful purpose.~~
~~118-621~~	~~Manner of operation.~~
~~118-88~~	~~Identification card.~~

-

~~(2) Class II. One violation mark shall be entered for each conviction under any traffic ordinance or ordinance governing taxicabs, transportation network vehicles, airport limousines or other public vehicles not included in Class I.~~

~~(3) Class III. In addition to violation marks entered on convictions as provided in Classes I and II, the chief of police may, after hearing, enter marks for minor violations of rules and regulations, not exceeding one mark in any single case.~~

~~(b) When a permittee receives 12 violation marks in accordance with the schedule provided in this section during any 12-month period, it shall be mandatory upon the chief of police to suspend the permit of the driver for a period of 30 days. Upon completion of the suspension period, a permittee shall have his total of violation marks reduced by one-half.~~

~~(c) Whenever a permittee has accumulated sufficient violation marks to require a second suspension within an 18-month period, the chief of police shall not suspend but shall revoke the driver's permit, and such driver shall not be eligible to receive a new permit for a period of one year from the date of such revocation.~~

~~Sec. 118-97. - Revocation of permit for driving while permit is suspended.~~

~~Whenever a permittee is convicted of driving a vehicle for which a driver's permit is required during a period for which the permit has been suspended, the chief of police shall revoke the permit of such driver, and such driver shall not be eligible to receive a new permit for a period of one year from the date of such revocation.~~

~~Sec. 118-98. - Revocation of permit for other causes.~~

~~(a) The chief of police shall revoke the permit of any driver whenever the chief finds any of the following causes to exist:~~

~~(1) The permittee has obtained a permit by false statements in the application for such permit or upon misrepresentation.~~
~~(2) The permittee has become physically or mentally incapable of driving a vehicle.~~
~~(3) The permittee has been convicted of a felony.~~
~~(4) The permittee has been convicted of a misdemeanor or ordinance violation involving moral turpitude.~~

~~(b) In addition to the powers to revoke under subsection (a) of this section, the chief of police shall have continuing jurisdiction as to permits granted under this division. In the event of misconduct or acts on the part of a permittee which would be sufficient to justify the refusal of a permit in the case of an original application, the chief of police may revoke a license already granted.~~

~~Sec. 118-99. - Notice of hearing involving permit or suspension or revocation of permit.~~

~~The chief of police director shall notify the driver of any hearing involving the driver's permit, of any suspension, or of any revocation of a driver's permit by registered mail directed to the last residence address of the driver on file with the chief of police director. Notice of suspension or revocation shall require the driver to surrender the driver's permit and identification card.~~

~~Sec. 118-100. - Eligibility for permit after three revocations.~~

~~Whenever a permittee has had the driver's permit revoked three times, the permittee shall not be entitled thereafter to make application for a new permit except with the approval of the city manager.~~

~~Sec. 118-100. - Authority to establish additional regulations.~~

~~The chief of police and director of finance are~~is ~~hereby authorized and empowered to establish and adopt such procedures required to carry out the intent of this article~~.

~~Sec. 118-102. - Replacement of lost or stolen permits.~~

~~A charge of $10.00 shall be paid to the director of finance by the holder of a driver's permit for the replacement of the permit when misplaced, lost or stolen.~~

Secs. 118-~~103~~82—118-120. - Reserved.

DIVISION 3. - FEES, CHARGES AND RATES

Sec. 118-121. - Payment of fees and charges by licensees and permittees.

(a) It shall be unlawful for a person to operate a taxicab, transportation network company, airport limousine, or courtesy car service prior to the payment of all fees and charges required by this article and by the various provisions of this Code.

Failure to pay any annual fees, charges or taxes established by this article or the various provisions of this Code is grounds for revocation of any permit or license issued to such person, and revocation shall not be deemed the exclusive remedy available to the city.

(b) It shall be unlawful for a person to drive a taxicab, airport limousine or courtesy car prior to the payment of all fees and charges required by this article and by the various provisions of this Code, and this is grounds for revocation of any permit or license issued to such person, and revocation shall not be deemed the exclusive remedy available to the city.

Sec. 118-122. - Application fee for taxicab, transportation network company or airport limousine company license.

There is hereby established an application fee for a taxicab, transportation network company, or airport limousine company license or permit. Such fee shall be such amount as established by ordinance from time to time. Such fee shall be paid prior to the acceptance of the application for a license or permit by the director ~~of finance~~. Failure to pay such fee shall be grounds for refusing to accept and process an application for a license or permit. The proceeds shall be used to defray the cost of processing the application for a taxicab, transportation network, or airport limousine company license or permit. The application fee shall not in any part be refunded to the applicant.

~~Sec. 118-123. - Application fee for driver's permit.~~

~~There is hereby established an application fee of such amount as established by ordinance from time to time for a driver's permit or renewal thereof. Such fee shall be paid to the director of finance, who shall then issue a receipt to the applicant. The chief of police shall not accept an application for a driver's permit without such a receipt. The application fee shall defray the cost of processing the application, the cost of any hearing, the cost of testing, and other administrative costs and shall include the initial annual driver's permit fee. If this application is withdrawn or if the permit is not issued to the applicant, the director of finance shall refund to the applicant an amount equal to one-half the cost of the driver's permit.~~

Sec. 118-124~~2~~3. - License fee for taxicab or airport limousine company.

The taxicab or airport limousine company's license fee is hereby established as that fee which is set out in subsection 70-84(132).

~~Sec. 118-125. - Delinquent application fee for driver's permit.~~

~~There is hereby established a delinquent application fee for making application for a renewal of a driver's permit. Such fee shall be such amount as~~

~~established by ordinance from time to time and shall be assessed in accordance with the provisions of sections 118-48 and 118-89.~~

Sec. 118-12~~6~~4. - Vehicle inspection fee.

There is hereby established a vehicle inspection fee, which shall be assessed against the operator each time the vehicle is inspected or reinspected pursuant to this article. No approval of a vehicle shall be given until such inspection fee is paid to the director ~~of finance~~ or his authorized agent. Such fee shall be such amount as established by ordinance from time to time. This section shall not apply to Transportation Network Company vehicles.

Sec. 118-12~~7~~5. - Taxicab rates.

(a) The maximum rates charged to passengers of any taxicab company shall be on file with the director ~~of finance~~. The rates shall be posted in each taxicab vehicle and visible to all passengers. Taxicab companies may only change the maximum rates to be charged to passengers by filing a notice with the director ~~of finance~~ 30 days in advance of any rate change. Failure to notify the director ~~of finance~~ of a change in rates 30 days in advance, or charging a passenger more than the rates on file, may result in a one-year suspension of the taxicab company license or the permit of the driver involved, or both. Notwithstanding the foregoing language, taxicab companies may change their rates only once every 180 days.

(b) Notwithstanding the provisions of subsection (a), any taxicab company may charge a rate lower than those rates on file for the company with the director ~~of finance~~.

Sec. 118-12~~8~~6. - Airport limousine rates.

(a) The maximum rates charged to passengers of any airport limousine company shall be on file with the director ~~of finance~~. The rates shall be posted in each airport limousine and visible to all passengers. Airport limousines may only change the maximum rates to be charged to passengers by filing a notice with the director ~~of finance~~ 30 days in advance of any rate change. Failure to notify the director ~~of finance~~ of a change in rates 30 days in advance, or charging a passenger more than the rates on file, may result in a one-year suspension of the airport limousine company license or the permit of the driver involved, or both. Notwithstanding the foregoing language, airport limousine companies may change their rates only once every 180 days.

(b) Notwithstanding the provisions of subsection (a), any airport limousine company may charge a rate lower than those rates on file for the company with the director ~~of finance~~.

Sec. 118-127. - Transportation network services rates

(a) Transportation network vehicles shall be for hire at a fare or fare structure that is available to the passenger in advance of requesting the trip. The transportation network company must provide a passenger with the total fare or a means to obtain

a fare estimate under the current fare structure, inclusive of any dynamic pricing that will be applied to the trip. Within 24 hours of the conclusion of the trip, the transportation network company shall give the passenger a legible receipt showing:

(1) The rate, if applicable;
(2) Total fare;
(3) The mileage;
(4) The time;
(5) The name of the transportation network company;
(6) The first name of the driver; and
(7) A description of the vehicle.

The receipt may be submitted to the passenger electronically.

(b) Fares established for sightseeing vehicles shall be filed with the director at least two (2) days before they shall become effective.

(c) Transportation network companies shall provide the passenger with a photo of the driver, including the make and model of the vehicle and license plate number that will be picking up the passenger. Further, the transportation network company must be capable of monitoring transportation network vehicles logged into its digital network as to location and route and recording these details for every trip taken. The transportation network company shall make trip details available to the director to resolve specific complaints.

(d) Each transportation network company shall maintain accurate and detailed records of all transportation network company services, including, but not limited to: the times that vehicles are logged into the network; identification information of drivers and passengers receiving transportation network services; and pickup and drop off locations for passengers receiving transportation network services. Such records shall be provided to the director upon request in the event of a complaint.

Secs. 118-12~~9~~8—118-150. - Reserved.

Section 2 – The section and subsection numbers shown herein shall be used unless the City Clerk or the codifier of the City Code assign a different section or subsection number to the language.

Section 3 – Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance.

Section 4 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: _____, City Manager

SUPPLEMENTAL EXPLANATION TO SUBSTITUTE COUNCIL BILL NO. 2016-244

ORIGINATING DEPARTMENT: City Manager's Office

REMARKS: During the October 31, 2016 City Council meeting, Councilman Mike Schilling requested a revision to Council Bill No. 2016-244 Substitute 1, further amending the City Code, Chapter 118, 'Vehicles For Hire,' Article II, 'Taxicabs, Courtesy Cars and Airport Limousines,' Division 1, 'Generally,' by adding smoking restrictions to the Code.

In response to his request, Sec. 118-68. – 'Smoking restrictions' was added, which states that smoking by drivers and passengers shall be prohibited in taxicabs, transportation network company vehicles, and airport limousines while a driver is engaged in transporting passengers for hire or providing transportation network company services.

Submitted by:

Amanda R. Callaway

Amanda Callaway,
Assistant City Attorney

Approved by:

Greg Burris

Greg Burris,
City Manager

EXPLANATION TO SUBSTITUTE COUNCIL BILL NO: 2016- 244

FILED: 10-25-16

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Amending the Springfield City Code by repealing language contained in Chapter 118 Vehicles for Hire, and adding new regulations for Transportation Network Companies and Drivers.

BACKGROUND INFORMATION: General Background re the bill:

The transportation industry is adapting with the addition of new technology. Transportation Network Companies (TNC's) are utilizing digital networks and software applications to connect drivers with passengers. Our current taxi regulations do not fit the advent of this new technology, and therefore TNC's are not able to operate in Springfield based on the lack of authorizing code provisions. The Springfield Convention and Visitor's Bureau has also noted that visitors to Springfield have inquired about the ability to utilize a TNC for transportation services.

The TNC topic was referred to the City Council Finance and Administration Committee. Council Bill No. 2016-064 was sent by the Committee to City Council on March 21, 2016. At that meeting Council Bill No. 2016-064 was tabled and the topic of TNCs was referred back to the Committee. The Committee met on August 19, 2016, September 20, 2016, and October 4, 2016. At the October 4, 2016, meeting the Committee voted to send the new Council Bill for Council Consideration.

Substitute Bill:

This proposed Council Bill contains several differences from the bill that the Committee approved on October 4, 2016. Subsequent to the final Committee meeting, City staff received comments from the industry and held a conference call to discuss feedback to the Committee-recommended version of the bill. Many of the changes are related to use of terminology and remove requirements that do not apply naturally to the TNC structure. Some of those differences are listed below:

- Changes to the requirement that the City provide 10 days notice to the company prior to inspection of a TNC, taxicab, or airport limousine company's records.
- Modifies the requirement that TNC owners do not sell or lease vehicles to TNC drivers.
- Removes the prohibition of TNC drivers against cruising an area while waiting for a ride to connect through the TNC's application.
- It does not amend the insurance amounts for TNCs required prior to April 1, 2017, as set forth in the Committee bill. However, it does provide that after Section 379.1702 RSMo, the state law governing TNC insurance, goes into effect on April 1, 2017, that the City's ordinance will rely upon and incorporate amounts listed in

the state law instead of listing the exact amounts of insurance required in Springfield's city code. This change will allow the state law to be amended which will then change the amount we require under our city code because our city code will only reference the state law instead of listing the specific amounts required.

REMARKS:

Submitted by:

Amanda R. Callaway

Amanda Callaway, Assistant City Attorney

Recommended by:

Collin Quigley

Collin Quigley, Assistant City Manger

Approved by:

Greg Burris

Greg Burris, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 39
Filed: 08-30-16

Sponsored by: McClure, Hosmer, Fulnecky, and Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 244 GENERAL ORDINANCE NO. _____

AN ORDINANCE

AMENDING the Springfield City Code by repealing language contained in Chapter 118 Vehicles for Hire, and adding new regulations for Transportation Network Companies and Drivers. (The Finance and Administation Committee recommends approval.)

WHEREAS, the transportation industry is adapting with the addition of new technology; and

WHEREAS, transportation network companies are using digital networks and software applications to connect drivers with passengers; and

WHEREAS, these regulations amend existing city code to prepare for this new type of transportation for hire.

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

Section 1 - The Springfield City Code, Chapter 118 Vehicles For Hire, is hereby amended as follows:

Note: Underlined language has been added and ~~stricken~~ language has been deleted.

ARTICLE II. - TAXICABS, COURTESY CARS AND AIRPORT LIMOUSINES
DIVISION 1. - GENERALLY

Sec. 118-31. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Airport limousine means a public vehicle operating with a legal agreement with a mass transit facility and using the mass transit facility as its departure or destination point, and which is not licensed by the U.S. Department of

Transportation or applicable state agency if such license would exempt the vehicle from local regulation.

Airport limousine fixed route. An airport limousine shall be deemed to operate over a designated fixed route where the destination and/or commencement of each trip is from the same location.

Color scheme means the designation of the dome light color and any paint and/or lettering to be placed on the doors of the taxicab or airport limousine, and the insignia or logo of the taxicab or airport limousine company, and may consist of a description of the paint of the entire taxicab or airport limousine.

Courtesy car means any vehicle operated to or from a motel or hotel which is designed to carry patrons of the motel and hotel to or from fixed locations in the city, or any vehicle used by an establishment arranging sightseeing or other similar tours for the purpose of transporting patrons of such establishment without charge.

Cruising means the continuous or repeated operation of any taxicab along any street or alley for the purpose of obtaining or picking up passengers.

Director means the Director of Finance, or his or her designee.

Driver means the person who is driving or who is in actual physical control of a taxicab, transportation network vehicle, courtesy car, or airport limousine, whether as owner or agent, servant or employee of an owner.

Driver's permit means authorization by the city to a particular individual to operate taxicabs, transportation network vehicles, or airport limousines within the city upon meeting the criteria set forth in this article.

Immoral purpose includes any of those acts prohibited by RSMo 567.010 et seq., as amended.

Interest in taxicab, transportation network vehicle, or airport limousine company. A person shall be deemed to have an interest in a taxicab or airport limousine company when he is a sole proprietor, partner or limited partner of the firm or business holding a taxicab or airport limousine license under this article or which is required to obtain a license under this article; has in his control, either through direct ownership or through the ownership of a spouse or minor child, ten percent or more of the outstanding stock of such taxicab or airport limousine

company; or has a security interest in over 50 percent of the tangible assets of the firm or business.

Licensee means the holder of the taxicab or airport limousine company license.

Owner and operator mean any person who derives, or has the right to derive, income directly or indirectly from the operation of one or more taxicabs, transportation network vehicles, courtesy cars, or airport limousines.

Permittee means the holder of a transportation network company permit.

Rate zone means the area of the city to which a certain trip rate of an airport limousine applies.

Specialty passenger service means the use of specialty passenger vehicles for the transportation of passengers at special events or activities or for the transportation of passengers in areas established by the city manager or his designee as special activity areas.

Specialty passenger vehicles means buses, motorized trolleys or similar motor vehicles equipped to transport five or more passengers in three or more rows of seats and the design of which exhibits unique or unusual characteristics that add to the ambiance of a special event or special activity area in which specialty passenger service is being allowed.

Taxicab means all motor vehicles operated as public carriers of passengers for hire over other than fixed routes, but shall not include transportation network vehicles.

Taxicab company means a person who owns controls or operates at least one taxicab which transports passengers for hire.

Taxicab owner and owner mean any person who has any interest in the title of a taxicab which is recognized under state law.

Taximeter means a mechanical instrument or device by which the charge for hire of a taxicab, at a predetermined rate, is mechanically calculated and registered, either for distance traveled or for waiting time, or both, and upon which such charge shall be indicated by means of figures which are electrically

lighted each time the taximeter's flag is thrown from the non-earning to the earning position.

Transportation network company driver means an individual who operates a motor vehicle that is:

(1) owned, leased, or otherwise authorized for use by the individual;
(2) not a taxicab, courtesy car, or airport limousine; and
(3) used to provide transportation network company services.

Transportation network company means an entity for which a permit has been issued pursuant to this chapter and operating in Springfield, Missouri, that uses a digital network or software application service to connect passengers to transportation network company services provided by transportation network company drivers. A transportation network company is not deemed to own, control, operate or manage the vehicles used by transportation network company drivers, and is not a taxicab association.

Transportation network company services means transportation of a passenger between points chosen by the passenger and prearranged with a transportation network company driver through the use of a transportation network company digital network or software application. Transportation network company services shall begin when a transportation network company driver accepts a request for transportation received through the transportation network company's digital network or software application service, continue while the transportation network company driver transports the passenger in the transportation network vehicle, and end when the passenger exits the transportation network vehicle. Transportation network company service is not a taxicab or street hail service.

Transportation network vehicle means any vehicle used to provide a transportation network service including any time when a driver is logged onto the transportation network company's Internet-enabled application or digital platform showing that the driver is available to pick up passengers, when a passenger is in the vehicle, when the provider's dispatch records show that the vehicle is dispatched, or when the driver has accepted a dispatch and is en route to provide transportation network services to a passenger.

Transporting passengers for hire. A person transports passengers for hire if he provides transportation for passengers and derives therefrom, directly or indirectly, any financial benefit.

Vehicle permit means authorization by the city to the owner of the taxicab, transportation network vehicle, or airport limousine to operate a particular vehicle as a taxicab, transportation network vehicle, or airport limousine within the corporate limits of the city.

Waiting time means the time when a taxicab is not in motion, from the time of acceptance of a passenger to the time of discharge, but not including any time the taxicab is not in motion due to mechanical breakdown, traffic conditions or any cause other than the request, act or fault of a passenger.

(G.O. No. 5391, § 1, 7-6-2004)

Cross reference— Definitions generally, § 1-2.

Sec. 118-32. - Penalty.

Any person who violates the provisions of this article shall be subject to a fine and penalty under section 1-7 for each trip he makes while not in compliance, except that failure to have requisite permits and/or licenses shall constitute a separate violation for each day the person fails to comply with the provisions of this article.

Sec. 118-33. - Injunctive relief.

In addition to the penalties set forth in this article, the city attorney is hereby authorized to file and obtain injunctions on behalf of the city against persons who are violating provisions of this article. If the city seeks injunctive relief from the circuit court for violations of this article, penalty provisions set forth in this article shall not apply to any person violating this article.

Sec. 118-34. - Intent of article; findings.

The city council hereby finds and declares that it is the intent of this article to provide for a unified transportation system based upon considerations of public health, safety and welfare and a determination of public convenience and necessity. The city council further finds and declares that the operation of motor vehicles to carry passengers for hire in violation of the provisions of this article affects the public health, safety and welfare and constitutes a public nuisance because it involves the operation of a business on the streets of the city without obtaining the necessary authority, permits, or licenses.

Sec. 118-35. - Applicability of article; exceptions.

(a) This article shall apply whenever a passenger to be transported for hire is picked up within the city limits, regardless of his destination, but shall not be applicable if the passenger is picked up outside the city limits and is discharged within the city limits.

(b) This article shall not apply to transportation provided as follows:

(1) By any persons operating a transportation system which is funded in whole or in part by a federal, state or local governmental agency.

(2) By renting a vehicle for a minimum period of two hours to not more than one person, provided that a vehicle which is so rented shall not otherwise be used as a taxicab, courtesy car, transportation network vehicle, or airport limousine within the provisions of this article.

(3) If the passenger is picked up outside the city limits and is discharged within the city limits.

(4) By any person who possesses a permit issued by the Interstate Commerce Commission or state public service commission to transport passengers for hire, over which person the city has no authority.

(5) By any business regulated in whole by the federal or state government and to which local regulations would not apply.

Sec. 118-36. - License, permit, or other authorization required for transport of passengers for hire.

It shall be unlawful for any person to carry passengers for hire in a motor vehicle or operate or maintain a business which carries passengers for hire in motor vehicles within the city, unless the person is authorized to operate such a motor vehicle for hire under this Code or federal or state law.

Sec. 118-37. - Proof of insurance and inspection of vehicles prerequisite to issuance of license or permit.

(1) The director ~~of finance~~ shall have the authority to issue or renew a license or permit to operate a taxicab, transportation network, or airport limousine company as provided in this article, but no license or permit shall be issued or renewed until the applicant has produced proof of insurance as required by this article and all vehicles to be operated by or on behalf of ~~the~~ a taxicab or airport limousine company have been inspected and approved ~~by the chief of police or his designee under this article, and specifically section 118-498~~.

Sec. 118-38. - License and permit requirements.

It shall be unlawful for any person to engage in the business of transporting passengers for hire within the city except as follows:

(1) Any person ~~operating a taxicab who has obtained a driver's permit to operate a taxicab,~~ who is operating a taxicab that has a valid vehicle permit, and either holds a taxicab company license as required by section 118-36 or is employed as an agent or employee of a licensed taxicab company or is operating his vehicle under another's license as permitted by section 118-36.

(2) Any person operating an airport limousine who has obtained a permit to operate an airport limousine and who has a valid current business license as required by section 118-36.
(3) Any person operating a courtesy car whose operation is exempt from licensing as provided by section 118-39.
(4) Any person operating a commercial trolley bike who either has a valid current business license as required by section 106-611 or is employed as an agent or employee of a licensed commercial trolley bike company.
(5) Any person operating a transportation network company who has obtained a permit pursuant to the provisions of this article.

(G.O. No. 6209, § 4, 7-13-2015)

Sec. 118-39. - Exemption of courtesy cars from license requirement.

The operation of a courtesy car shall be exempt from the licensing provisions of this article when operated in accordance with the following:

(1) The courtesy car shall be operated by a hotel, ~~or~~ motel, or adult or child daycare facility as an adjunct of its business.
(2) The courtesy car shall carry no passengers other than employees of the hotel, ~~or~~ motel, or adult or child daycare facility operating the courtesy car, except to transport patrons of the hotel, ~~or~~ motel, or adult or child daycare facility ~~to and from an airport or bus station~~.
(3) The courtesy car shall serve only one hotel, ~~or~~ motel, or adult or child daycare facility; provided, however, that two or more hotels, ~~or~~ motels, or adult or child daycare facilities having the same ownership may be served by the same courtesy car.
(4) No consideration shall be paid by the passenger or charged by the operator for the services provided, except such services may be a service normally provided to patrons of a motel or hotel. No additional charge may be made for providing such service, either at the time the service is provided or on the customer's ~~motel or hotel~~ bill.
(5) The vehicle shall be identified as a courtesy car with the name of each hotel, ~~or~~ motel, or adult or child daycare facility served by the courtesy car clearly shown on the outside of the vehicle.
(6) The owner of the courtesy car shall comply with all laws of the state with respect to vehicle safety, vehicle inspection and method of operation.
(7) The owner shall carry the minimum insurance requirements established under this article for taxicabs, airport limousines and courtesy cars.

Sec. 118-40. - Application for license or permit.

Application for a taxicab, transportation network, or airport limousine company license or permit under this article shall be made to the director ~~of finance~~. Such application shall be verified under oath and shall set forth the following:

(1) A full identification of the applicant and all persons having an interest in the license or permit if granted.

(2) The residence and business address and the citizenship of all members of any firm or partnership and of all officers, directors and stockholders of any corporation applying.

(3) Whether or not the applicant or any of the persons to be interested in the license or permit, if granted, has been convicted of the violation of any national, state or municipal law.

(4) Proof of financial responsibility, including but not limited to the following:

~~a. Balance sheet and income statement prepared by a certified public accountant or public accountant and which contains the same information as the balance sheet and income statement required by section 118-48(2).~~

~~b~~a. Statement of any unpaid claims or unsatisfied judgments against the applicant, other persons interested in the license or permit, if granted, or any other person with whom the applicant has been either associated or employed, for damages resulting from the negligent operation of a vehicle.

~~c~~b. Statement of any unpaid claims or unsatisfied judgments ~~not covered in subsection (4)a of this section~~ which have arisen in the past six years, and an explanation of each transaction giving rise to such unpaid claims or unsatisfied judgments.

~~d~~c. Submission of required proof of insurance~~, bonds and security pursuant to sections 118-46 and 118-47~~.

~~(5) The past experience that the applicant has had in rendering taxicab, airport limousine, courtesy car, or other public passengers-for-hire service in any municipality, including but not limited to the names of supervisors, the names and addresses of taxicab companies the applicant has operated for, dates of service and municipalities~~.

(~~6~~5)Whether or not any permit or license issued to the applicant or other person interested in the license or permit, if granted, has been revoked, and, if so, the circumstances of such revocation.

(~~7~~6)The number of taxicabs, transportation network company vehicles, or airport limousines proposed to be operated.

(~~8~~7)A complete description of the vehicles to be used in the proposed operation, including but not limited to vehicle make, model, VIN and color scheme, and a complete description of the proposed operation. This subsection shall not apply to transportation network companies.

(~~9~~8)The color scheme, name and characteristic insignia to be used to designate the vehicles of the applicant as approved by the director ~~of finance~~. This subsection shall not apply to transportation network companies.

a. The color scheme may not duplicate that of an already licensed taxicab or airport limousine company, including the primary color to be placed on the doors, or be so close in design as to cause confusion among the public as to the identity of the taxicab or airport limousine company, and must be consistently used on each and every vehicle operated under the taxicab or airport limousine company license.

b. Any taxicab vehicle in service on January 31, 1996, shall not be required to be changed to conform to the color scheme of the taxicab company, with the exception of the dome light, to comply with this section. Any taxicab vehicle placed in service after January 31, 1996, shall comply with this section. If, at the time of the effective date of the ordinance from which this article is derived, two taxicab companies are using the same or similar color schemes, the taxicab company which first used the color scheme may continue using the color scheme. All other taxicab companies shall designate a different color scheme for future use; provided, however, no two taxicab companies may designate a color that is a different shade of a color designated by another company as its primary or main color. By way of example, but not limitation, should one company designate yellow as its primary, main or distinctive color, no other shade of yellow may be permitted.

(9) An individual, together with the individuals name, address, e-mail address, and telephone number, who is authorized to represent the company in the capacity of a registered agent, and authorized to accept notices and tickets issued pursuant to this Chapter.

(10) A schedule of proposed fares for the transportation network services.

(11) A statement signed by the applicant that they will obey all laws, rules, regulations, policies, and procedures that govern companies regulated by this chapter.

(12) A statement signed by the applicant that they will not allow drivers to utilize their service until the drivers have met all requirements of this chapter and are in good standing with the director.

(13) No transportation network company permittee shall disable, eliminate or otherwise prevent access to the transportation network company's application by the licensing official or designee of the licensee's official for purposes of enforcing this chapter.

(1~~0~~4)Such further information as the ~~chief of police or~~ director ~~of finance~~ may require.

Sec. 118- 41. - Responsibilities of Taxicab, Transportation Network, and Airport Limousine Companies for self-regulating drivers.

(1) A taxicab, transportation network, or airport limousine company shall be responsible for conducting a background check prior to allowing a driver to provide transportation for hire and/or transportation network services. A taxicab, transportation network, or airport limousine company shall, at a minimum, verify that all drivers meet the following requirements:

a. The driver is at least 18 years of age;

b. The driver has all required licenses under the laws of the state of Missouri to operate a taxicab, transportation network company vehicle, or airport limousine;

c. The driver has not been convicted within the past seven years of

1. Any felony; or

2. Misdemeanor involving driving under the influence, reckless driving, hit and run, or any other driving related offense or any misdemeanor violent offense or sexual offense.

d. The driver is not a match in the United States Department of Justice National Sex Offender Public website; and

e. The driver has not had more than three moving violations in the prior three-year period of time, or one of the following major violations in the prior three-year period of time:

1. Attempting to evade the police,
2. Reckless driving, or
3. Driving on a suspended or revoked license.

(2) Taxicab, transportation network, and airport limousine companies shall establish a zero tolerance policy on the use of drugs or alcohol while its drivers are providing transportation for hire and/or transportation network services.

(3) Taxicab, transportation network, and airport limousine companies shall immediately suspend any of its drivers from transporting passengers for hire upon receiving a passenger complaint concerning a driver, and shall conduct a commercially reasonable investigation to determine whether the complaint is valid. Such suspension shall be for at least the time period reasonably necessary for the taxicab, transportation network, or airport limousine company and the city to investigate the complaint.

(4) Taxicab, transportation network, and airport limousine companies shall not allow any driver to provide transportation for hire and/or transportation network services for the company if that driver is currently suspended by another taxicab, transportation network, or airport limousine company or that driver has been removed or prohibited by that company from transporting passengers for hire.

(5) Taxicab, transportation network, and airport limousine companies shall keep and maintain detailed records relevant to the requirements of this section for the purposes of documentation and verifying enforcement and shall promptly make all such records available to the Director upon request.

(6) If a person files a complaint with the city against a driver or a taxicab, transportation network, or airport limousine company, or if the city is investigating non-compliance or a code violation, the city may inspect the taxicab, transportation network, or airport limousine company's records as reasonably necessary to investigate and resolve any complaint or violation.

(7) Taxicab and airport limousine companies shall make the drivers identification available to passengers by posting the drivers identification in a conspicuous manner inside the taxicab or airport limousine. Transportation network companies shall make the transportation network company driver information available through the transportation network company's digital network or application.

Sec. 118-41~~1~~2. - Granting or denial of license or permit.

Whenever any applicant for a taxicab, transportation network company, or airport limousine company license or permit shall have complied with all the conditions and regulations pertaining to the filing of his application, the director ~~of~~

~~finance~~ shall issue the license or permit unless the information contained in the application demonstrates that it is not in the best interests of the public health and safety of the residents of the city that a license or permit should be issued. If an application for a license or permit is denied, the applicant shall have the right to a hearing before a hearing officer designated by the city manager, in accordance with the procedures set forth in section 118-4~~3~~4 for revocation of a license or permit.

Sec. 118-4~~2~~3. - Transfer of license or permit.

No taxicab, transportation network, or airport limousine company license or permit issued under this article or any interest in such license or permit shall be transferred from one person to another. However, nothing in this section shall prevent the cancellation, release or other termination of a security interest in the tangible or intangible assets of the business entity holding the taxicab, transportation network, or airport limousine company license or permit if such cancellation, release or other termination of the security interest is executed by and between the holder of the taxicab, transportation network, or airport limousine company license or permit and the holder of the security interest or approved assignee thereof.

Sec. 118-4~~3~~4. - Revocation and/or suspension of license or permit.

(a) The director ~~of finance~~ shall notify the licensee or permittee, and any person holding a financial interest in the taxicab, transportation network, or airport limousine company as shown on the records of the director ~~of finance~~ or the application for a license or permit, of any violation of this article which he has reason to believe exists and state whether based on such violation the director is seeking to revoke or suspend the license or permit, by certified mail, to the address listed by the taxicab, transportation network vehicle, or airport limousine company on its license or permit application. Within ten days of the notice of the violation, a request in writing may be made to the director ~~of finance~~ by the person holding a taxicab, transportation network, or airport limousine company license or permit, as shown by the records of the finance department and on the application for a license or permit, for an administrative hearing before a hearing officer designated by the city manager. Such hearing shall be held under the rules of administrative procedure, and the hearing officer shall take evidence and issue a ruling on whether or not the taxicab, transportation network, or airport limousine company has violated any of the following conditions. If such is found, the hearing officer may revoke and/or suspend the license or permit to operate a taxicab, transportation network, or airport limousine company. If no request in writing for a hearing is received within the ten-day period, the director ~~of finance~~ shall have power to revoke and/or suspend any such taxicab, transportation network, or airport limousine company license or permit for the following reasons:

(1) The violation of any provision of this article.

~~(2) When it has been proved to the director of finance by a preponderance of the evidence before him that the holder of such taxicab or airport limousine company license has discontinued operation for a period of more than 30 consecutive days.~~

(~~3~~2) That such licensee or permittee has knowingly continued to employ a driver in violation of this article, a driver who has violated provisions of this article, or whose driving activity on behalf of the taxicab, transportation network, or airport limousine company is not covered by insurance as required under this article.

(~~4~~3) Whenever it shall appear that a license or permit issued under this article has been obtained by misrepresentation or fraud.

(~~5~~4) That the licensee or permittee has knowingly continued to employ a driver who has refused service to an individual without proper cause or that such person encourages such practice to be the method of operation or has violated the provisions of this article.

~~(6) That the licensee failed to replace a canceled security or bond required by this article within 15 days, excluding Saturdays, Sundays or legal holidays, from the director of finance's receipt of notice of cancellation.~~

(~~7~~5) That the licensee or permittee has refused or permitted others under its license or permit to refuse to provide a receipt upon request to any passenger that contains the amount charged for service, the number assigned to the taxicab or airport limousine driver by the ~~chief of police~~ director, and the number of the taxicab or airport limousine.

(~~8~~6) That the licensee or permit has charged or permitted others under its license or permit to charge fares in excess of those on file with the director ~~of finance as provided in section 118-127~~.

(~~9~~7) That such licensee or permittee has permitted the use of the same number assigned to a vehicle by the licensee or permittee pursuant to section 118-54 for more than one vehicle at the same time.

(b) When a taxicab, transportation network, or airport limousine company license or permit has been revoked and/or suspended, no vehicle shall continue to operate under the name, logo, insignia or color scheme of such taxicab, transportation network, or airport limousine company.

(c) The taxicab, transportation network, or airport limousine company license or permit of any person shall be forthwith revoked by the director ~~of finance~~ whenever he shall have received a certificate from any court or clerk thereof showing that such person has failed to satisfy, within 30 days, any final judgment upon which execution has been lawfully issued against such a person for damages on account of bodily injury, death or damage to property resulting from the ownership, maintenance, use or operation of a taxicab, transportation network vehicle, courtesy car or airport limousine; except that this provision shall not apply to any person who has presented an acceptable plan to settle such judgment.

Sec. 118-44~~5~~. - Ownership of vehicles.

No taxicab, transportation network company, or airport limousine owner shall sell or lease, directly or indirectly, to a taxicab, transportation network, or airport limousine driver, a taxicab, transportation network vehicle, or airport limousine or sign for such taxicab, transportation network vehicle, or airport limousine so as to obligate the taxicab, transportation network company, or airport limousine owner on behalf of the taxicab, transportation network company, or airport limousine driver for the payment of the vehicle to third parties.

Sec. 118-4~~5~~6. - Eligibility for license or permit after revocation.

Whenever a taxicab, transportation network, or airport limousine company license or permit issued under this article has been revoked by the director ~~of finance~~ for any of the reasons set forth in section 118-4~~3~~4~~, excepting subsection (2) or (6),~~ no license or permit shall be issued to such person nor shall such person be allowed an interest in a license or permit for a period of not less than two years.

Sec. 118-4~~6~~7. - Vehicle insurance requirements.

(a) Before any license or permit is issued for the operation of a taxicab or airport limousine, the taxicab or airport limousine company shall file with the director ~~of finance~~ a policy of insurance issued by an insurance company duly licensed to transact business in ~~the state~~ Missouri, covering separately or in a schedule attached to such policy each vehicle licensed or permitted to be operated under the direction and control of such company. Such policy shall cover legal liability for bodily injuries or death of one person to the extent of $50,000.00~~25,000.00~~ and subject to such limits as to injury or death of one person, of $100,000.00~~50,000.00~~ on account of any one accident resulting in injuries to or death of more than one person, and of $25,000.00~~10,000.00~~ for damage to property on account of any one accident.

(b) Before any license or permit is issued for the operation of a transportation network company, the transportation network company shall file with the director a policy of insurance by an insurance company duly licensed to transact business in Missouri, covering separately or in a schedule attached to such policy each vehicle licensed or permitted to be operated under the direction and control of such company. Such policy shall be consistent with the below:

1. The following automobile insurance requirements shall apply while a transportation network company driver is logged onto the transportation network company's digital network and is available to receive transportation requests but is not engaged in transportation network services:

(a) primary automobile liability insurance in the amount of at least $50,000.00 for death and bodily injury per person, $100,000.00 for death and bodily injury per incident, and $25,000.00 for property damage; and

(b) uninsured motorist coverage in an amount not less than the limits set forth under state law; and

2. The following automobile insurance requirements shall apply while a transportation network company driver is engaged in transportation network services:

(a) primary automobile liability insurance in the amount of at least one million dollars for death, bodily injury, and property damage; and

(b) uninsured motorist coverage in an amount not less than the limits set forth under state law.

3. The coverage required in Sec. 118-46(b) may be satisfied by any of the following:

(a) Automobile insurance maintained by the transportation network company; or

(b) Automobile insurance maintained by the transportation network company driver; or

(c) Any combination of paragraphs (a) and (b).

~~(b)~~(c)All such policies shall provide that they may not be canceled unless written notice of proposed cancellation is delivered to the office of the director ~~of finance~~ at least 30 days prior to the date of the proposed cancellation. If the taxicab, transportation network, or airport limousine company licensee, permittee, or other responsible party shall fail within the period specified in such notice of cancellation to provide proof of insurance as provided in subsection (a) of this section, then the license or permit affected by such cancellation shall be revoked as of the day such insurance ceases to be in force and effect, and thereafter it shall be unlawful for such owner or other responsible party to operate taxicabs, transportation network vehicles, or airport limousines in the city. If the taxicab, transportation network, or airport limousine company or responsible third party shall file a policy of insurance as required by this section within 30 days after the date of such revocation, then such revocation shall be lifted.

~~(c)~~(d)All taxicab, transportation network, or airport limousine companies shall annually file with the director ~~of finance~~ a ~~monthly~~ list showing the year, make, model, VIN number, record of owner, and company providing insurance coverage for each and every taxicab, transportation network vehicle, or airport limousine in service under its license or permit. No taxicab, transportation network vehicle, or airport limousine shall be placed in service or permitted to operate under the taxicab, transportation network vehicle, or airport limousine license or permit unless it is shown on such list within 30 days of being placed in service.

(e) If insurance maintained by a driver in subsection b(1) or b(2) of this section has lapsed or does not provide the required coverage, insurance maintained by a transportation network company shall provide the coverage required by this section beginning with the first dollar of a claim and the transportation network company shall have the duty to defend such claim. If the insurance maintained by the driver does not otherwise exclude coverage for loss or injury while the driver is logged on to any transportation network company's digital network or while the driver provides transportation network services, but does not provide insurance coverage at the

minimum limits required by subsection b(1) or b(2) of this section, the transportation network company shall maintain insurance coverage that provides excess coverage beyond the driver's policy limits up to the limits required by subsection b(1) or b(2) of this section, as applicable.

(f) Coverage under an automobile insurance policy maintained by the transportation network company shall not be dependent on a personal automobile insurer first denying a claim nor shall a personal automobile insurance policy be required to first deny a claim.

(g) A transportation network company driver shall carry proof of coverage satisfying subsections b(1) and b(2) of this section with him or her at all times during his or her use of a vehicle in connection with a transportation network company's digital network. In the event of an accident, a transportation network company driver shall provide this insurance coverage information to the directly interested parties, automobile insurers, and investigating police officers, upon request. Upon such request, a transportation network company driver shall also disclose to directly interested parties, automobile insurers, and investigating police officers whether the driver was logged on to the transportation network company's digital network or providing transportation network services at the time of the accident

.

(h) The transportation network company shall disclose in writing to transportation network company drivers the following before they are allowed to accept a request for transportation network company services on the transportation network company's digital network:

1. The insurance coverage, including types of coverage and the limits for each coverage, that the transportation network company provides while the transportation network company driver uses a personal vehicle in connection with a transportation network company's digital network; and

2. That the transportation network company driver's own automobile insurance policy might not provide any coverage while the driver is logged on to the transportation network company's digital network and is available to receive transportation requests or is engaged in transportation network company services depending on the policy's terms.

(i) A transportation network company shall make the following disclosure to a prospective driver in the prospective driver's terms of service:

IF THE VEHICLE THAT YOU PLAN TO USE TO PROVIDE TRANSPORTATION NETWORK COMPANY SERVICES HAS A LIEN AGAINST IT, USING THE VEHICLE FOR TRANSPORTATION NETWORK COMPANY SERVICES MAY VIOLATE THE TERMS WITH THE LIEN HOLDER.

IF A TRANSPORTATION NETWORK COMPANY'S INSURER MAKES A PAYMENT FOR A CLAIM COVERED UNDER COMPREHENSIVE COVERAGE OR COLLISION COVERAGE, THE TRANSPORTATION NETWORK COMPANY SHALL CAUSE ITS INSURER TO ISSUE THE PAYMENT DIRECTLY TO THE BUSINESS REPARING THE VEHICLE OR JOINTLY TO THE OWNER OF THE VEHICLE AND THE PRIMARY LIENHOLDER ON THE COVERED VEHICLE.

The disclosure set forth in this subsection shall be placed prominently in the prospective driver's written terms of service, and the prospective driver shall acknowledge the terms of service electronically or by signature.

~~Sec. 118-47. - Proof of liquid assets or posting of security.~~

~~Before any taxicab or airport limousine company license is issued for the operation of a taxicab or airport limousine, the applicant shall file with the director of finance proof of $5,000.00 in liquid assets. The holder of the taxicab or airport limousine company license shall maintain the liquidity of these assets and not allow the value of the assets to fall below $5,000.00. In lieu of this, the applicant may post security in the same denomination either by posting a bond by a corporate surety authorized to do business in the state or by posting an escrow agreement. The bond or the escrow shall state that it is for the benefit of all creditors of the applicant which are unsecured or which are not protected by the insurance required in section 118-46.~~

Sec. 118-48. - Renewal of license or permit.

The director ~~of finance~~ shall renew taxicab, transportation network, or airport limousine company licenses or permits annually as required by section 118-36 to any applicant who can show the following:

(1) That all personal property taxes on vehicles operated as part of the business have been paid.

~~(2) That the applicant has filed a balance sheet and income statement prepared by a certified public accountant, which statement shall cover the 12-month period ending December 31 of the preceding calendar year and shall show that the business has not less than $5,000.00 in liquid assets.~~

(~~3~~2) The names and addresses of the owner, partners, limited partners, stockholders, officers and creditors of the corporation.

(~~4~~3) The percent of stock ownership of every stockholder.

(~~5~~4) Adequate proof that all taxicabs or airport limousines operated by or for the benefit of the taxicab or airport limousine company have been inspected and approved by the ~~chief of police~~ director or his designee within 12 months prior to the date of submission of the application.

(~~6~~5) That the applicant has a current valid taxicab, transportation network, or airport limousine company license or permit.

~~(7) That the applicant has filed with the director of finance a dress code with which the applicant shall require its drivers to comply, which code shall include minimum requirements of dress and personal cleanliness which shall include a collared shirt, slacks or skirt, and a badge to be worn on the front of the shirt which shows at least the number assigned by the chief of police director to the driver and the name of the taxicab or airport limousine company under whose license the driver is operating a taxicab or airport limousine.~~

(~~8~~6) That the applicant has tendered payment of all required fees.

(~~9~~7)That the applicant has provided proof of insurance as required by section 118-4~~6~~7.

Sec. 118-49. - Vehicle equipment and inspections.

(a) Required equipment. Every ~~vehicle~~ taxicab and airport limousine ~~governed by this article~~ shall have and maintain the following equipment:
  (1) All appliances required by this Code and other ordinances of the city and the laws of the state for motor vehicles.
  (2) Two doors affording direct entrance and exit to and from both the front and rear seats; provided, however, minivans may have one side door, which may be on the nondriver's side, as a means of direct entrance and exit from rear seats.
  (3) An adequate light in the passenger compartment, controlled by a switch control in the passenger compartment.
  (4) A speedometer in good working order.
  (5) Cards containing the following:
    a. A card located in the passenger compartment, not less than four inches by six inches in size, which shall have plainly printed thereon the name of the taxicab or airport limousine company, its business address and telephone number, and the current schedule of fares on file with the director ~~of finance~~ as provided in division 3 of this article to be charged for the conveyance of passengers.
    b. A separate card provided by the director ~~of finance~~ to be located in the passenger compartment, not less than four inches by six inches in size, which shall have plainly printed thereon the address and telephone number where the customer may register complaints and comments about the taxicab or airport limousine service, and a list of the rights of customers granted by this article.
  (6) The vehicle permit issued by the ~~chief of police~~ director.
  (7) A permanent device for affixing the daily log sheet.
  (8) A side-view mirror attached to both the left and right sides of the vehicle.
  (9) A card located in the passenger compartment on which there shall be the statement that it is unlawful to refuse service to any member of the general public when presently unoccupied except for the reason that such person is intoxicated, is using profanity, is abusive, desires to use the service to commit unlawful acts, presents an unreasonable risk of harm or injury to the driver, or cannot pay. However, this provision shall not apply to courtesy cars.
  (10)A display of the number assigned to the taxicab or airport limousine by the taxicab or airport limousine owner or taxicab or airport limousine company under whose license or permit the vehicle is operated which has each number no less than one inch in height and readily discernible by any person sitting in a seat intended for use by a passenger.
  (11) For taxicabs, a taximeter as follows: A taxicab shall be equipped with a taximeter of a size and design approved by the ~~chief of police~~ director and which conforms to the following requirements:

a. Each taximeter must be driven direct from the taxicab transmission or connected with the speedometer driving shaft to the taximeter head itself.
b. Each taximeter must register upon visual counters the following miles:
   1. Total miles.
   2. Miles paid.
   3. Number of units.
   4. Number of trips.
   5. Number of extras.
c. Each taximeter must be furnished with a tamperproof switch and system of electrical distribution so that when the taximeter flag is in the vacant or nonearning position the "vacant" sign on top of the taxicab will be lighted, and when the meter flag is thrown to an earning position the fare indicator of the taximeter will be lighted.
d. There shall be an electrical light or sign located on the top of each taxicab, of a size and design approved by the ~~chief of police~~ director and which is connected to the taximeter in the means prescribed in this article, so that such light or sign will be electrically lighted when the taxicab is vacant.

(b) Annual inspection. ~~Every vehicle governed by this article~~ Taxicabs and airport limousines shall be inspected annually by the ~~chief of police~~ director ~~or his designee~~ for all items of equipment required by the provisions of this section or other provisions of this article.

(c) Additional inspections; reinspections; issuance of inspection sticker. All ~~Every vehicle~~ taxicabs and airport limousines involved in a motor vehicle accident in which over $500.00 damage was done to such vehicle shall be required to be reinspected. Also, the city shall have access to any maintenance records of ~~any vehicle~~ all taxicabs and airport limousines upon request and may order a reinspection at any time after the expiration of 30 days from the date of a previous inspection, provided there is reason to believe that the vehicle's operation does not comply with the provisions of this article or that the vehicle is dangerous or unsafe or is not being properly maintained or used. If the vehicle cannot be approved upon a reinspection, the director ~~of finance~~ shall first order such vehicle's operation to be discontinued for a period of 15 days in which the owner of the vehicle may request a second reinspection. If the owner of the vehicle does not request the second reinspection or if the vehicle cannot be approved upon the second reinspection, the director ~~of finance~~ shall revoke the license or permit corresponding to such vehicle. An inspection sticker shall be issued for each vehicle which passes the required inspection and shall be affixed on the vehicle by the city in a visible location.

(d) Inspection sticker required. It shall be unlawful to operate a taxicab or airport limousine on the city streets without a current valid inspection sticker affixed thereto. The inspection sticker shall be valid for a period not to exceed one year from the date it is issued and shall not be transferred to any other vehicle.

Sec. 118-50. - Cleanliness and condition of vehicles.

Every vehicle governed by this article shall be kept in a clean and sanitary condition and shall be swept and dusted at least once a day. Every vehicle shall

be kept in such condition of repair as may be reasonably necessary to provide for the safety of the public and for continuous and satisfactory operation. For transportation network companies, a vehicle that does not meet the requirements of this Section shall, upon notice to the transportation network company, be deactivated from the platform.

Sec. 118-51. - Refusal of service.

It shall be unlawful for a driver of a taxicab or airport limousine to refuse service to a member of the general public except when such person is intoxicated, uses profanity, is abusive, desires to use the service for an illegal purpose, presents an unreasonable risk of harm or injury to the driver, or is unable to pay the legal fare. However, a driver of a taxicab, courtesy car, transportation network vehicle, or airport limousine shall not be required to provide service to an individual under the age of 12 without an adult passenger accompanying him or an individual who has as his destination point or departure point a mass transit terminal facility with which the operator does not have an operating agreement. A driver of a courtesy car shall not refuse service to any patron of the establishment with which the courtesy car is operated in conjunction unless such patron is intoxicated, uses profanity, is abusive, presents an unreasonable risk of harm or injury to the driver, is violating any city ordinance, or desires service for an illegal purpose.

Sec. 118-52. - Daily log of trips.

Every taxicab or airport limousine licensee shall provide at the beginning of each driver's tour of duty a log sheet which is numbered in sequence. The driver shall maintain such log sheet by departure time, departure location, destination location, destination time and fare charged. The licensee shall collect such log sheets at the end of every driver's tour of duty and maintain such records for inspection by the ~~chief of police and the~~ director ~~of finance~~ for a period of one year.

Sec. 118-53. - Records of vehicles.

Every taxicab or airport limousine licensee shall keep a record, in the manner prescribed by the director ~~of finance~~, of all cars for which certificates are on file with the director ~~of finance~~, showing the serial number, and, if operated, the hours of operation, the name of the driver and the hours of work of each driver, or, if the taxicab is not in operation, the reason therefor. Such records shall be maintained for a period of one year and shall be available to the ~~chief of police and the~~ director ~~of finance~~ upon request.

Sec. 118-54. - Information to be displayed on vehicles.

(1) Every vehicle governed by this article, except transportation network vehicles, shall have a serial number which shall be painted on the sides and back thereof in figures of at least three inches in height. The name of the operating company shall be painted thereon in a conspicuous manner. The rates on file with the director ~~of finance~~ as required by this article shall be painted on both sides of all taxicabs in letters and figures at least two inches in height. No legend except the name of the operating company, vehicle number, rates and telephone number may be used on the sides of any vehicle. The color scheme, name and characteristic insignia used to designate vehicles shall not be changed except upon approval of the director ~~of finance~~.

(2) Transportation network vehicles shall display a valid vehicle permit in a manner prescribed by the director.

Sec. 118-55. - Removal of vehicle markings upon sale or disposition of vehicle.

No taxicab or airport limousine company or taxicab or airport limousine owner shall sell or otherwise dispose of any taxicab or airport limousine without first removing or obliterating the vehicle markings required by section 118-54, unless such vehicle is to be used as a taxicab or airport limousine of the same company. Upon sale or other disposition, the taxicab or airport limousine company or owner shall notify the director ~~of finance~~ of such sale or disposition and the reason for the sale or disposition on the list required under section 118-4~~6~~7.

~~Sec. 118-56. - Office and telephone required.~~

~~No holder of a taxicab or airport limousine company license shall operate in the city without having an office and a telephone in a commercially zoned location for receiving and dispatching calls.~~

Sec. 118-5~~7~~6. - Reports of violations by drivers.

A licensee or permittee under this article shall report to the ~~police~~ department of finance the violation by a driver of ~~any of the operating company's rules and~~ any violation of any municipal, state or federal law committed by a driver.

Sec. 118-5~~8~~7. - Use or possession of intoxicating beverages or controlled substances by owner, driver or employees.

No taxicab, transportation network, or airport limousine owner, driver or employee, while on duty, shall have in his possession intoxicating liquor or non-intoxicating beer or controlled substances or drink or consume such items while on duty. No driver shall knowingly purchase, carry or transport intoxicating liquor or nonintoxicating beer or controlled substances. However, a passenger may have in his possession unopened containers of intoxicating liquor or nonintoxicating beer. No driver, owner or employee of any owner of a taxicab or airport limousine company shall have in his possession at or near his office, place of business or garage any intoxicating liquor or nonintoxicating beer or controlled substances of any kind.

Cross reference— Alcoholic beverages, ch. 10.

Sec. 118-58.- Taxicabs and airport limousine shall not operate as transportation network vehicles or provide transportation network services.

No taxicab or airport limousine shall operate as and no taxicab or airport limousine owner shall allow a taxicab or airport limousine vehicle to operate as a transportation network vehicle for the purpose of offering transportation network services.

Sec. 118-59. - Use of vehicle for unlawful purpose.

No person shall use a vehicle governed by this article for any unlawful purpose, nor shall any owner or driver knowingly permit such unlawful use. When such unlawful use has occurred with the knowledge of the owner or driver of such vehicle, and he shall be duly convicted thereof, the director ~~of finance~~ shall revoke the permit to operate such vehicle and the ~~chief of police~~ director shall also revoke the permit of such driver.

Sec. 118-60. - Refusal to pay fare.

No person shall hire or permit himself to be carried as a passenger for hire in any taxicab, transportation network vehicle, courtesy car or airport limousine in the city and refuse to pay the fare for such trip.

Sec. 118-61. - Disposition of property found in vehicles.

A driver shall deliver all lost or misplaced property found in the vehicle to the holder of the taxicab or airport limousine company license for such vehicle at the end of the driver's tour of duty. The taxicab or airport limousine company shall keep such property for 24 hours, or a shorter time if the rightful owner of

such property requests the release of such property. At the end of 24 hours, the taxicab or airport limousine company shall deliver such property, or the name and address of the owner of and description of such property, to the city police department. Transportation network drivers shall deliver all lost or misplaced property found in the vehicle to the city police department at the end of 24 hours and if possible, provide the name and address of the owner of and a description of such property to the city police department.

Sec. 118-62. - Manner of operation of taxicabs.

Taxicabs shall be operated in the following manner:

(1) Determination of fare. A taxicab must use a taximeter in determining the fare to be charged. No other or different fare shall be charged to a passenger than is recorded on the reading face of such taximeter for a trip, except that any taxicab may charge a rate lower than that so recorded.
(2) Operation of taximeter. A driver of a taxicab equipped with a taximeter, while carrying passengers or under employment, shall not display the taximeter flag affixed to such taximeter in such a position as to denote that such vehicle is not employed or in such a position as to denote that he is employed at a rate of fare different from that to which he is entitled under the provisions of this article. It shall be the duty of each such driver to call the attention of passengers to the amount registered, and the taxicab flag shall not be changed to the "vacant" position until after the fare is paid.
(3) Acceptance of additional passengers. No driver of a taxicab having a passenger in his taxicab shall solicit or accept for carriage any other passenger without the consent of the original passenger. If two or more passengers are transported to different destinations, the taximeter shall be reset at the end of each trip, and if they are transported to the same destination only the original fare shall be charged.
(4) Taxicab routes. No owner or driver of a taxicab shall cause or permit such taxicab to be operated along routes in a manner similar to that of mass transportation vehicles operating along definite routes or between specific termini, or along fixed routes. Any owner or driver who operates, causes to be operated, or permits to be operated any taxicab persistently and repeatedly to and from, around or in the vicinity of any theater, railroad station, hotel or any other place of public gathering, or repeatedly along a street when there is nearby a suitably located taxicab stand, shall be construed to be operating such taxicab along a route.

Sec. 118-63. - Number of passengers in taxicabs, transportation network vehicles, and airport limousines.

There shall not be more passengers than that recommended by the manufacturer of the vehicle, including the driver, carried in a taxicab,

transportation network vehicle, or airport limousine at one time. The front seat of a taxicab, transportation network vehicle, or airport limousine shall only be occupied by the driver and one passenger.

Sec. 118-64. - Manner of operation of airport limousines and courtesy cars.

(a) Courtesy cars. Courtesy cars shall be operated in the following manner:
  (1) Restrictions on patronage. Drivers shall not offer service nor shall the owner permit the offering of service to any person other than a patron of a motel or hotel, or a patron of a business arranging sightseeing tours or other similar tours.
  (2) Trip origins and destinations. Trip origins and destinations shall be fixed locations, which locations shall have been registered with the director of ~~finance prior~~ to the carrying of passengers to such locations. Courtesy cars shall not be operated so that a trip destination or departure is to or from a mass transit terminal facility with which the operator does not have an operating agreement.
  (3) Payment of charges. The trip rate may either be charged to all patrons of the motel, hotel or other temporary residence business or a business arranging sightseeing tours or other similar tours when a person becomes a patron, or the trip rate may be charged to only those patrons who engage the courtesy car or to the owner of any business or facility which is the trip destination's approved fixed location.
  (4) Maximum number of passengers. The maximum number of passengers in a courtesy car at any given time shall be that number set by the ~~chief of police~~ director when the vehicle is inspected under section 118-49.

(b) Airport limousines. Airport limousines shall be operated in the following manner:
  (1) Route. Airport limousines shall operate over fixed routes only, and such limousines shall operate closed-door from the point where the passenger is picked up to the point where the passenger is delivered. Airport limousines shall not be operated so that a trip departure is from a mass transit terminal facility with which the operator does not have an operating agreement.
  (2) Rate of fare. The trip rate shall be charged each passenger in accordance with the rate zone corresponding to the destination or commencement of the trip for each passenger.
  (3) Maximum number of passengers. There shall not be more than 12 persons, inclusive of the driver, in an airport limousine at any given time.
  (4) Operating agreement with airport. An airport limousine may not operate without a valid operating agreement with the body, board or authority legally in charge of the airport.
  (5) Compliance with airport regulations. The owners, drivers and employees of an airport limousine service shall operate the airport limousines in a manner which will comply with all rules and regulations of the body, board or authority legally in charge of the airport, if such rules and regulations, and all amendments thereto, have been filed with the director ~~of finance~~ and ~~chief of police~~ prior to their effective date.

Sec. 118-65. - Specialty passenger service.

A specialty passenger service shall comply with all provisions of Chapter 118 applicable to taxicabs including driver's licensing requirements unless specifically excluded or modified by this section.

(1) In addition to the information required in the application for a taxicab company license, an applicant operating a specialty passenger service shall submit a plan describing the vehicle(s) to be used and stating the types of events or activities at which the service will operate. If the service is to be operated in a special activity area, the plan shall set out in detail the area of and manner of operation of the service in the area. Any plan is to include the place of and length of stops and shall set forth the streets to be used and shall affirm that no structures, traffic control devices or utility wires shall be an obstruction to the operation of the service. The director ~~of finance~~ shall have available a form setting out additional information needed in the plan. Further information may be requested before a final decision is reached.

(2) The plan must be approved by the City Manager or his designee. A special activity area may be established if deemed appropriate to implement the plan. The impact to the City Utility bus service shall be considered and direct competition with established service routes is to be avoided unless the events or special activity area cannot be adequately served during a special event or during times of need for additional passenger service. If the plan is found to be in the best interest of the city and if all requirements are meet to assure the public health and safety, the plan may be approved. If during the term of the license, public health or safety issues arise, the city may require a modification of the plan to address those issues. A request to amend the plan may be filed by the licensee during the license period and the review of the proposed amendment shall proceed as above outlined.

(3) Paragraphs (a) (2), (7) and (11) of Section 118-49 shall not apply to a specialty passenger service. Specialty passenger vehicles shall have at least two means of ingress and egress accessible by passengers.

(4) Section 118-52 shall not apply to specialty passenger service. A specialty passenger service must have an approved plan on file with the city authorizing all passenger transportation that is undertaken by the service. It is unlawful to transport passengers in violation of the approved plan, in the absence of a plan, in violation of any applicable provision of Chapter 118 or other provisions of the city code, state statutes or federal rule, regulation or law.

(5) The requirements of Section 118-54 shall apply to a specialty passenger service; however, the proposed plan of operation may include a request to modify the requirements including a change of color scheme or legend so long as such change reasonably relates to the events or special activity area being served.

(6) Section 118-62 shall not apply to specialty passenger service. The operation of the specialty passenger service shall be in line with the approved plan and approved fee schedule.

(7) Section 118-63 shall not apply to specialty passenger service. The occupancy of a specialty passenger vehicle shall not exceed the manufacturers stated capacity. The capacity shall be prominently displayed.

(G.O. No. 5391, § 2, 7-6-2004)

Section 118-66.-Manner of Operation of Transportation Network Companies

(1) A transportation network company shall not disclose a passenger's personally identifiable information to a third party unless: the passenger consents, disclosure is required by a legal obligation, or disclosure is required to protect or defend the terms of use of the service or to investigate violations of those terms. In addition to the foregoing, a transportation network company shall be permitted to share a passenger's name and/or telephone number with the transportation network company driver providing transportation network company services to such passenger in order to facilitate correct identification of the passenger by the transportation network company driver, or to facilitate communication between the passenger and the transportation network driver.

(2) No transportation network driver shall solicit passengers for transportation in a transportation network vehicle on any public way or at any public airport or operate a transportation network vehicle so as to cruise in search of patronage. No such transportation network vehicle shall be parked on any public way for a time longer than is reasonably necessary to accept passengers in answer to a call for service, and no passenger shall be accepted for any trip in such vehicle without previous engagement for such trip at a fixed charge or donation through the business office or transportation network service from which the vehicle is operated.

(3) Every transportation network vehicle operated on the streets of the city shall be maintained in clean and serviceable condition and in adequate repair. Every vehicle shall be substantially free from damage. All vehicles shall have no loose hanging metal, body molding or chrome stripping. The complete exhaust system shall be intact and in good working order. No vehicle shall operate with large dents or major body damage, nor shall it operate with large areas of unpainted or rusted metal. All vehicles shall have required fenders, bumpers, doors, door handles, lights and air conditioner, all of which shall be in good working order. All vehicles shall be equipped with brakes capable of stopping and holding the vehicle under all reasonable conditions, and shall have at least one door in addition to the driver's door affording direct entrance and exit to and from the passenger compartment. Failure to meet all above listed requirements shall cause the vehicle to be found unfit or unsuited for public use, and such vehicle may be ordered off the streets of the city.

118-67. - Audit Procedures

(1) For the sole purpose of verifying that a transportation network company is in compliance with the requirements of this chapter and no more than annually, the director shall have the right to visually inspect a sample of records that the transportation network company is required to maintain. The sample shall be chosen randomly by the director in a manner agreeable to both parties. The audit shall take

place at a mutually agreed location. Any record furnished to the director may exclude information that would tend to identify specific drivers or riders.

(2) In response to a specific complaint against any transportation network company driver or transportation network company, the director is authorized to inspect records held by the transportation network company that are necessary to investigate and resolve the complaint. Any record furnished may exclude information that would tend to identify specific drivers or riders, unless the identity of a driver or rider is necessary to resolve the complaint.

Secs. 118-6~~6~~8—118-80. - Reserved.

~~DIVISION 2. - DRIVERS~~

~~Sec. 118-81. - Permit required; minimum age.~~

~~No person shall drive a taxicab or airport limousine unless duly granted a permit as provided in this division and having attained the age of 18 years.~~

~~Sec. 118-82. - Application for permit.~~

~~(a) Every applicant for a permit as a driver of a taxicab or airport limousine shall make application to the chief of police on forms to be supplied by the chief of police. Driver permits, or the reasons for not granting a permit, shall be supplied to an applicant within 15 days following the date the application is received by the chief of police. However, an interim permit may be issued if, in a review of the application, paperwork reveals no irregularities and the reviewing official has no reason to believe that the application will not be approved.~~

~~(b) The applicant shall provide such information as the chief of police may require, including, but without limitation, the following:~~

~~(1) The applicant's name, age, residence, race, nationality, place of birth, citizenship, length of time resident in the city, marital status, height, weight, and color of eyes and hair. The applicant shall include the addresses of all residences for the five years preceding the application.~~

~~(2) Previous experience as a taxicab, airport limousine or other similarly classified vehicle driver by date, employer and locality; and, if there is previous experience, whether any license or permit was revoked or suspended and the date, locality and reason for such revocation or suspension.~~

~~(3) Previous history of arrests and/or convictions for any felony, misdemeanor or ordinance violation, including traffic violations, giving the particulars of each, and prior terminations of employment or contracts as a taxicab or airport limousine driver.~~

~~(4) The names and current telephone numbers and addresses of three persons who have known the applicant personally for at least 12 months preceding the date of the application.~~

~~(5) The fingerprints of the applicant.~~

~~(6) At least three recent photographs of the applicant, which shall be of such size as may be required by the chief of police.~~

~~(7) Proof of legal age required to obtain any license required to operate a vehicle licensed pursuant to this article.~~

~~(8) Demonstration of ability to speak and understand the English language and to read and recognize street signage.~~

~~(3) Proof of a valid chauffeur's license issued to the applicant under the laws of the state, or a valid license which would authorize the applicant to operate a taxicab or airport limousine under the laws of the state, and submission to the chief of police of the certificate of registration furnished the applicant under RSMo 301.002 et seq. The number thereon shall be noted on the application for the permit.~~

~~(10) Submission of a certificate of physical examination by a physician licensed to practice in the state, which shall recite the following matters:~~

~~a. The applicant is free of defective vision or has corrected vision to at least 20-20 in both eyes.~~

~~b. The applicant is free of defective hearing, epilepsy, vertigo, heart trouble, and any other infirmity, physical or mental, which would render applicant unfit for safe operation of a public vehicle.~~

~~c. The applicant is free from communicable diseases.~~

~~(11) As a part of the physical examination, a certificate or other public record showing that the applicant has been tested and passed drug and alcohol screening at least equal to the screening requirements set by the United States Department of Transportation for motor carrier drivers with respect to the number and types of drugs or controlled substances tested, which certificate must have been issued no more than five days prior to the date of application.~~

~~(12) Whether the applicant has completed a course in first aid and life saving administered under the American Red Cross or a course similar in content to the American Red Cross administered first aid and life saving course. Such completion of a course shall not be a requirement for the issuance of a driver's permit, but such completion, when evidenced, shall be noted on the driver's permit.~~

~~(c) As a part of the application, the applicant shall sign a release of information form which shall permit the director or the chief of police to release information contained in the application to any law enforcement agency.~~

~~Sec. 118-83. - Examination of applicant for permit.~~

~~After complying with the provisions of section 118-82, every applicant shall be examined by the chief of police or his duly authorized subordinate as to the applicant's knowledge of the provisions of this article, knowledge of the city, and knowledge of local traffic regulations. An applicant shall not take the examination more than twice in any 14-day period. Should an applicant fail to pass the examination four times in a 28-day period, he shall not be permitted to take the examination for a period of three months. The applicant may also be required by the chief of police to demonstrate the skill and ability with which the applicant operates a motor vehicle.~~

~~Sec. 118-84. - Issuance and display of permit.~~

~~Before issuing a permit to drive a taxicab or airport limousine, the chief of police shall investigate the facts set out in the application and shall not grant a permit to drive a taxicab or airport limousine to any person who has been convicted of a violation of the criminal laws of any state or the United States defined as a felony and who has served any part of such sentence within five years of the date of such application, or who, in the opinion of the chief of police is not physically fit or otherwise qualified to operate a taxicab, courtesy car or airport limousine in the city; except that the chief of police may issue a license to such person when the person has shown evidence of criminal rehabilitation in accordance with RSMo 314.200. Upon being satisfied that the applicant is qualified and upon proof of payment of the fees required by this article, the chief of police shall issue a driver's permit to the applicant, which shall be valid for a period of three years; provided, however, nothing in this section shall be construed as requiring the issuance of a driver's permit to a person who is a resident of a halfway house or similar facility. The permit shall be prominently displayed in the taxicab or airport limousine at all times while the driver is operating the taxicab or airport limousine. The permit shall include a photograph of the driver and the number assigned to the driver by the chief of police.~~

~~Sec. 118-85. - Notice of denial of permit.~~

~~If a driver's permit is not granted by the chief of police, the chief of police shall furnish the applicant the reasons for such refusal.~~

~~Sec. 118-86. - Appeal of denial of permit.~~

~~Whenever the chief of police shall have refused to authorize the issuance of a driver's permit, the applicant, within ten days after the date of the notice of such refusal, may file a request in writing to the chief of police for an appeal before a hearing examiner designated by the city manager. The hearing examiner shall conduct a hearing at which he may either consider such appeal on the evidence produced before the chief of police or permit the introduction of new evidence and new tests. In the event of an adverse decision, the applicant shall have a right of appeal from the date of the city hearing examiner's decision to circuit court pursuant to RSMo 536.010 et seq.~~

~~Sec. 118-87. - Reapplication for permit after denial.~~

~~When an applicant has been denied a driver's permit for reasons other than failing the examination pursuant to section 118-83, no new application shall be considered for a period of one year~~.

~~Sec. 118-88. - Identification card.~~

~~At the time of issuance of a driver's permit, the chief of police shall also issue an identification card, upon which shall be affixed one of the photographs and the number assigned to the driver and filed with the chief of police. The identification card shall be carried at all times by the driver when the permittee is driving a taxicab or airport limousine, and it shall be displayed on demand to any police officer.~~

~~Sec. 118-89. - Renewal of permit.~~

~~(a) Drivers' permits issued pursuant to this division may be renewed every three years by the chief of police if the permittee makes application as provided for in section 118-82. The permittee shall submit with the application for renewal a certificate of physical examination as in the case of an original application, which certificate, in order to be accepted, must have been issued within 30 days of the date of application. The permittee shall also submit a certificate or other public record of passing drug and alcohol screening as provided in section 118-82 (b)(11), which certificate, in order to be accepted, must have been issued within five days prior to the date of application. The chief of police may require submission of other facts as he deems necessary.~~

~~(b) If a permittee does not make application for renewal of the driver's permit to the chief of police prior to expiration of a current permit, the permittee shall be required to pay a delinquent application fee. If the permittee fails to renew the driver's permit within 30 days succeeding the expiration of a prior permit, the permittee shall be required to make an original application.~~

~~Sec. 118-90. - Smoking while carrying passengers.~~

~~Drivers of taxicabs or airport limousines are prohibited from smoking while carrying passengers who object to their smoking.~~

~~Sec. 118-91. - Notification of change of address.~~

~~Every holder of a driver's permit shall have his residence address on file with the chief of police and in case of change shall notify the chief of police and any taxicab or airport limousine companies for whom the driver is operating a taxicab or airport limousine in writing within five days. Failure to notify the chief of police of a change in address may result in revocation of the permit.~~

~~Sec. 118-92. - Drivers to remain in or near vehicle; dress and appearance of driver; wearing of badge.~~

~~The driver of any taxicab or airport limousine shall remain in or beside the vehicle at all times when such vehicle is standing upon the public streets, except that the driver may aid a passenger already engaged by the driver with luggage or from a building into the vehicle or out of the vehicle to a building or when conducting business in conjunction with his employment. The driver shall also maintain a neat and clean general appearance and shall be dressed at all times while on duty in a collared shirt, slacks or skirt, and wear a badge on the front of the shirt which lists at least the number assigned to the driver by the chief of police and the taxicab or airport limousine company under whose license he is operating the taxicab or airport limousine. At the discretion of the driver, the badge may list the first and/or last name of the driver.~~

~~Sec. 118-93. - Procedure for revocation of permit.~~

~~Whenever a driver's permit is subject to revocation, a driver's permit may only be revoked by the chief of police after ten days' written notice by registered mail to the permittee and only after a hearing if the permittee makes a request of the chief of police in writing within the ten-day period for a hearing before the hearing examiner of the city.~~

~~Sec. 118-94. - Altering or defacing permit, identification card, rate card or log sheet.~~

~~No permittee shall deface any permit, identification card, rate card or daily log sheet, or remove, tamper with or alter a rate card displayed in a taxicab or airport limousine. In case of any violation of this provision, the chief of police shall revoke the driver's permit. Such revocation shall be in addition to any other penalty imposed.~~

~~Sec. 118-95. - Revocation of permit for conviction of certain offenses, driving with excessive blood alcohol level, or failure to pass drug test.~~

~~Conviction of driving while intoxicated or driving when blood contains alcohol of 0.08 percent or more by weight in a personal vehicle, or leaving the scene of any accident, or operating a taxicab or airport limousine when blood contains 0.05 percent or more by weight of alcohol, or failure to pass or submit to a drug test requested by the director of finance or by the chief of police upon probable cause, shall operate as a revocation of any driver's permit issued under this division, and such driver shall not be eligible to receive a new permit for a~~

~~period of one year from the date of such conviction, except in accordance with RSMo 314.200.~~

~~(G.O. No. 5391, § 3, 7-6-2004)~~

~~Sec. 118-96. - Violation marks.~~

~~(a) For the purpose of regulating permittees under this division, the chief of police is authorized to establish a system of violation marks for the violation of traffic ordinances and ordinances pertaining to taxicabs, transportation network vehicles, airport limousines and other public vehicles, in accordance with the following classified schedule:~~

~~(1) Class I. Four violation marks shall be entered for each conviction of an offense under any of the following sections:~~

~~106-19~~	~~One-way streets and alleys.~~
~~106-79~~	~~Obedience to police and fire department officials.~~
~~106-128~~	~~Immediate notice to police department.~~
~~106-129~~	~~Written reports required.~~
~~106-130~~	~~Reports when driver unable to report.~~
~~106-153~~	~~Obedience required.~~
~~106-157~~	~~Flashing signals.~~
~~106-181~~	~~Vehicles to keep to righthand side of street.~~
~~106-190~~	~~Passing other vehicles traveling in same direction.~~
~~106-191~~	~~Stopping for school bus.~~
~~106-203~~	~~Careless and imprudent driving.~~
~~106-231~~	~~Speed greater than reasonable and prudent.~~
~~106-232~~	~~Speed limit within central business districts and university district.~~
~~106-234~~	~~Speed limit outside central business district.~~

~~106-235~~	~~Speed limit on approach to certain intersections.~~
~~106-236~~	~~Speed limit in school zones.~~
~~106-281~~	~~Vehicles required to stop or yield right-of-way prior to entering through streets.~~
~~106-300~~	~~Stopping, standing or parking prohibited in specified places.~~
~~118-498~~	~~Vehicle inspection and equipment.~~
~~118-510~~	~~Refusal of service.~~
~~118-521~~	~~Daily log of trips.~~
~~118-543~~	~~Information to be displayed on vehicles.~~
~~118-587~~	~~Use or possession of intoxicating beverages or controlled substances by owner, driver or employees.~~
~~118-598~~	~~Use of vehicle for unlawful purpose.~~
~~118-621~~	~~Manner of operation.~~
~~118-88~~	~~Identification card.~~

-

~~(2) Class II. One violation mark shall be entered for each conviction under any traffic ordinance or ordinance governing taxicabs, transportation network vehicles, airport limousines or other public vehicles not included in Class I.~~

~~(3) Class III. In addition to violation marks entered on convictions as provided in Classes I and II, the chief of police may, after hearing, enter marks for minor violations of rules and regulations, not exceeding one mark in any single case.~~

~~(b) When a permittee receives 12 violation marks in accordance with the schedule provided in this section during any 12-month period, it shall be mandatory upon the chief of police to suspend the permit of the driver for a period of 30 days. Upon completion of the suspension period, a permittee shall have his total of violation marks reduced by one-half.~~

~~(c) Whenever a permittee has accumulated sufficient violation marks to require a second suspension within an 18-month period, the chief of police shall not suspend but shall revoke the driver's permit, and such driver shall not be eligible to receive a new permit for a period of one year from the date of such revocation.~~

~~Sec. 118-97. - Revocation of permit for driving while permit is suspended.~~

~~Whenever a permittee is convicted of driving a vehicle for which a driver's permit is required during a period for which the permit has been suspended, the chief of police shall revoke the permit of such driver, and such driver shall not be eligible to receive a new permit for a period of one year from the date of such revocation.~~

~~Sec. 118-98. - Revocation of permit for other causes.~~

~~(a) The chief of police shall revoke the permit of any driver whenever the chief finds any of the following causes to exist:~~

~~(1) The permittee has obtained a permit by false statements in the application for such permit or upon misrepresentation.~~

~~(2) The permittee has become physically or mentally incapable of driving a vehicle.~~

~~(3) The permittee has been convicted of a felony.~~

~~(4) The permittee has been convicted of a misdemeanor or ordinance violation involving moral turpitude.~~

~~(b) In addition to the powers to revoke under subsection (a) of this section, the chief of police shall have continuing jurisdiction as to permits granted under this division. In the event of misconduct or acts on the part of a permittee which would be sufficient to justify the refusal of a permit in the case of an original application, the chief of police may revoke a license already granted.~~

~~Sec. 118-99. - Notice of hearing involving permit or suspension or revocation of permit.~~

~~The chief of police~~ director ~~shall notify the driver of any hearing involving the driver's permit, of any suspension, or of any revocation of a driver's permit by registered mail directed to the last residence address of the driver on file with the chief of police~~ director~~. Notice of suspension or revocation shall require the driver to surrender the driver's permit and identification card.~~

~~Sec. 118-100. - Eligibility for permit after three revocations.~~

~~Whenever a permittee has had the driver's permit revoked three times, the permittee shall not be entitled thereafter to make application for a new permit except with the approval of the city manager.~~

~~Sec. 118-100. - Authority to establish additional regulations.~~

~~The chief of police and director of finance are~~is ~~hereby authorized and empowered to establish and adopt such procedures required to carry out the intent of this article~~.

~~Sec. 118-102. - Replacement of lost or stolen permits.~~

~~A charge of $10.00 shall be paid to the director of finance by the holder of a driver's permit for the replacement of the permit when misplaced, lost or stolen.~~

Secs. 118-~~103~~82—118-120. - Reserved.

DIVISION 3. - FEES, CHARGES AND RATES

Sec. 118-121. - Payment of fees and charges by licensees and permittees.

(a) It shall be unlawful for a person to operate a taxicab, transportation network company, airport limousine, or courtesy car service prior to the payment of all fees and charges required by this article and by the various provisions of this Code. Failure to pay any annual fees, charges or taxes established by this article or the various provisions of this Code is grounds for revocation of any permit or license issued to such person, and revocation shall not be deemed the exclusive remedy available to the city.

(b) It shall be unlawful for a person to drive a taxicab, transportation network vehicle, airport limousine or courtesy car prior to the payment of all fees and charges required by this article and by the various provisions of this Code, and this is grounds for revocation of any permit or license issued to such person, and revocation shall not be deemed the exclusive remedy available to the city.

Sec. 118-122. - Application fee for taxicab or airport limousine company license.

There is hereby established an application fee for a taxicab, transportation network, or airport limousine company license or permit. Such fee shall be such amount as established by ordinance from time to time. Such fee shall be paid prior to the acceptance of the application for a license or permit by the director ~~of finance~~. Failure to pay such fee shall be grounds for refusing to accept and process an application for a license or permit. The proceeds shall be used to defray the cost of processing the application for a taxicab, transportation network, or airport limousine company license or permit. The application fee shall not in any part be refunded to the applicant.

~~Sec. 118-123. - Application fee for driver's permit.~~

~~There is hereby established an application fee of such amount as established by ordinance from time to time for a driver's permit or renewal thereof. Such fee shall be paid to the director of finance, who shall then issue a receipt to the applicant. The chief of police shall not accept an application for a driver's permit without such a receipt. The application fee shall defray the cost of processing the application, the cost of any hearing, the cost of testing, and other administrative costs and shall include the initial annual driver's permit fee. If this~~

~~application is withdrawn or if the permit is not issued to the applicant, the director of finance shall refund to the applicant an amount equal to one-half the cost of the driver's permit.~~

Sec. 118-12~~4~~3. - License fee for taxicab or airport limousine company.

The taxicab or airport limousine company's license fee is hereby established as that fee which is set out in subsection 70-84(132).

~~Sec. 118-125. - Delinquent application fee for driver's permit.~~

~~There is hereby established a delinquent application fee for making application for a renewal of a driver's permit. Such fee shall be such amount as established by ordinance from time to time and shall be assessed in accordance with the provisions of sections 118-48 and 118-89.~~

Sec. 118-12~~6~~4. - Vehicle inspection fee.

There is hereby established a vehicle inspection fee, which shall be assessed against the operator each time the vehicle is inspected or reinspected pursuant to this article. No approval of a vehicle shall be given until such inspection fee is paid to the director ~~of finance~~ or his authorized agent. Such fee shall be such amount as established by ordinance from time to time.

Sec. 118-12~~7~~5. - Taxicab rates.

(a) The maximum rates charged to passengers of any taxicab company shall be on file with the director ~~of finance~~. The rates shall be posted in each taxicab vehicle and visible to all passengers. Taxicab companies may only change the maximum rates to be charged to passengers by filing a notice with the director ~~of finance~~ 30 days in advance of any rate change. Failure to notify the director ~~of finance~~ of a change in rates 30 days in advance, or charging a passenger more than the rates on file, may result in a one-year suspension of the taxicab company license or the permit of the driver involved, or both. Notwithstanding the foregoing language, taxicab companies may change their rates only once every 180 days.

(b) Notwithstanding the provisions of subsection (a), any taxicab company may charge a rate lower than those rates on file for the company with the director ~~of finance~~.

Sec. 118-12~~8~~6. - Airport limousine rates.

(a) The maximum rates charged to passengers of any airport limousine company shall be on file with the director ~~of finance~~. The rates shall be posted in each airport limousine and visible to all passengers. Airport limousines may only change the maximum rates to be charged to passengers by filing a notice with the director ~~of finance~~ 30 days in advance of any rate change. Failure to notify the director ~~of~~

~~finance~~ of a change in rates 30 days in advance, or charging a passenger more than the rates on file, may result in a one-year suspension of the airport limousine company license or the permit of the driver involved, or both. Notwithstanding the foregoing language, airport limousine companies may change their rates only once every 180 days.

(b) Notwithstanding the provisions of subsection (a), any airport limousine company may charge a rate lower than those rates on file for the company with the director ~~of finance~~.

Sec. 118-127. - Transportation network services rates

(a) Transportation network vehicles shall be for hire at a charge fixed by written agreement in advance which shall entitle the passenger contracting for transportation network services to the exclusive use of the vehicle for the individual or group during the agreed term of the hiring or for transportation to the specific destination, whichever the case may be. The transportation network company must provide a passenger with the rate in advance of the ride. Within 24 hours of the conclusion of the trip, a driver shall give the passenger a legible receipt showing:

(1) The rate;
(2) Total fare;
(3) How the fare was calculated;
(4) The mileage;
(5) The time;
(6) The name and phone number of the company;
(7) The name of the driver; and
(8) The vehicle.

The receipt may be submitted to the passenger electronically if the passenger is in agreement.

(b) Fares established for transportation network and sightseeing vehicles shall be filed with the director at least two (2) days before they shall become effective. It shall be unlawful to charge any fare for transportation network services other than the fares filed with the director in accordance with this section.

(c) Transportation network companies shall provide the passenger with a photo of the driver, including the make and model of the vehicle and license plate number that will be picking up the passenger. Further, the transportation network company will provide vehicles with GPS systems that will provide not only directions to the destination but will allow the transportation network vehicle to be monitored as to its route.

(d) Each transportation network company shall maintain accurate records disclosing the number of trips per vehicle and the hours used. Such records shall be provided to the director upon request.

Secs. 118-12~~9~~8—118-150. - Reserved.

Section 2 – The section and subsection numbers shown herein shall be used unless the City Clerk or the codifier of the City Code assign a different section or subsection number to the language.

Section 3 – Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance.

Section 4 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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: Amanda R. Callcu, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-244

FILED: 10-25-16

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Amending the Springfield City Code by repealing language contained in Chapter 118 Vehicles for Hire, and adding new regulations for Transportation Network Companies and Drivers.

BACKGROUND INFORMATION: The transportation industry is adapting with the addition of new technology. Transportation Network Companies (TNC's) are utilizing digital networks and software applications to connect drivers with passengers. Our current taxi regulations do not fit the advent of this new technology, and therefore TNC's are not able to operate in Springfield based on the lack of authorizing code provisions. The Springfield Convention and Visitor's Bureau has also noted that visitors to Springfield have inquired about the ability to utilize a TNC for transportation services.

The TNC topic was referred to the City Council Finance and Administration Committee. Council Bill No. 2016-064 was sent by the Committee to City Council on March 21, 2016. At that meeting Council Bill No. 2016-064 was tabled and the topic of TNCs was referred back to the Committee. The Committee met on August 19, 2016, September 20, 2016, and October 4, 2016. At the October 4, 2016, meeting the Committee voted to send the new Council Bill for Council Consideration.

This proposed Council Bill contains several differences from the original bill presented to Council on March 21, 2016, which include but are not limited to:

- The minimum age requirement for a taxicab, airport limousine, or TNC driver is 18 years of age, which is our current minimum age.
- The City will no longer require a driver of a taxicab, airport limousine, or transportation network vehicle to obtain a permit issued by the City. The City will instead require the taxicab, transportation network, or airport limousine company to ensure their drivers meet certain requirements including:
    - the driver is at least 18 years of age;
    - the driver has the required license under Missouri law;
    - the driver has not been convicted within the last seven years of any felony or any misdemeanor involving driving under the influence, reckless driving, hit and run, or any other driving related offense or any misdemeanor violent offense or sexual assault;
    - the driver is not a match on the U.S. Department of Justice National Sex Offender Public website; and
    - the driver has not had more than three moving violations in the prior three-year period of time, or one of the following major violations in the prior

three-year period of time: attempting to evade the police, reckless driving, or driving on a suspended or revoked license.

- The insurance limits for taxicab companies and airport limousine companies has been amended to be $50,000 for bodily injury or death of one person, $100,000 for any one accident resulting in injuries to or death of more than one person, and $25,000 for damage to property.
- The insurance limits for transportation network companies has been amended to be consistent with 2016 Senate Bill 947. The state mandatory minimum insurance requirements for TNC's will change on April 1, 2017 pursuant to Senate Bill 947. The same requirements will be enforced pursuant to this Ordinance from the date this Ordinance is enacted until April 1, 2017. On that date, Section 379.1702 RSMo will go into effect. The following automobile insurance requirements shall apply while a TNC driver is logged onto the network and available to receive requests but is not engaged in a prearranged ride: primary automobile liability insurance amount of at least $50,000 for death and bodily injury per person, $100,000 for death and bodily injury per incident, and $25,000 for property damage. When the TNC driver is engaged in a prearranged ride, Springfield Code from the time of enactment until April 1, 2017 and thereafter pursuant to Section 379.1702 will require that TNC's and drivers will collectively, maintain primary automobile liability insurance in the amount of at least one million dollars for death, bodily injury, and property damage.

REMARKS: The bill is recommended by the City Council Finance & Administration Committee.

Submitted by:

Amanda Callaway, Assistant City Attorney

Recommended by:

Collin Quigley, Assistant City Manager

Approved by:

Greg Burris, City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 6
Filed: 11-08-16

Sponsored by: Hosmer

COUNCIL BILL NO. 2016-249 RESOLUTION NO. _____

A RESOLUTION

ACCEPTING the recommendations of the Hotel-Motel Tax Reallocation Committee and directing the City Manager to negotiate contracts with the Commercial Club of Springfield, Lake Country Soccer, and the History Museum on the Square for the disbursement of Hotel-Motel Tax proceeds totaling $167,000; and recommending that an additional $225,993 be allocated toward the design, planning, and cost estimate of the Expo Center renovations proposed in the Hunden Report.

_____

WHEREAS, the voters of the City of Springfield, Missouri, approved an increase in Springfield's Hotel-Motel Tax in 1998 for various purposes, including funding capital improvement projects for specifically named entities; and

WHEREAS, by passage of Special Ordinance No. 26013 on January 30, 2012, the City Council ended the payment of Hotel-Motel Tax funds to Wonders of Wildlife ("WOW"); and

WHEREAS, by passage of Special Ordinance No. 26127 on September 24, 2012, the City Council established the Hotel-Motel Tax Reallocation Committee ("Committee"), for the purpose of receiving and reviewing applications to recommend future allocations of tax funding previously received by WOW; and

WHEREAS, the Committee has made its annual recommendations for City Council's consideration, which are set out in this Resolution, and a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

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

Section 1 – The City Council hereby accepts the report of the Committee and sincerely thanks its members for their efforts in reviewing applications and making recommendations to the City Council.

Section 2 – The recommendation made by the Committee concerning the reallocation of Hotel-Motel Tax funds, made available by the passage of Special

Ordinance No. 26127, is hereby accepted.

Section 3 – The City Council hereby directs the City Manager, or his designee, to negotiate contracts for the distribution of such tax funds with the following entities, in the amounts and for the purposes shown. Contracts with the following entities shall be approved by City Council.

Organization	Amount	Purpose
Commercial Club of Springfield	$15,000	Talking Telescopes
Lake County Soccer	$52,000	Field Lighting
History Museum on the Square	$100,000	Children's Activity Area

Section 4 – City Council accepts the Committee's recommendation that the remainder of the available funds ($225,953), be allocated toward the design, planning, and cost estimate for the Expo Center renovation and construction as identified in the Hunden Report.

Section 5 – The City Manager is further directed to prepare a budget adjustment associated with such contracts, said budget adjustment subject to the approval of City Council.

Section 6 – This Resolution shall be effective immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 249

FILED: 11-08-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To accept the recommendations of the Hotel-Motel Tax Reallocation Committee and direct the City Manager to negotiate contracts with the Commercial Club of Springfield, Lake Country Soccer, and the History Museum on the Square for the disbursement of Hotel-Motel Tax proceeds totaling $167,000; and to recommend that an additional $225,993 be allocated toward the design, planning, and cost estimate of the Expo Center renovations proposed in the Hunden Report.

BACKGROUND INFORMATION: In 1998, the citizens of Springfield approved a ballot measure to increase the City Hotel-Motel Tax rate from two percent to four and one half percent. A portion of the revenue from the increase was used to make capital grants to nonprofit organizations for the purpose of building or renovating facilities in order to increase tourism, recreation, educational opportunities or boost the local economy. The ballot language specifically called out Dickerson Park Zoo, Gillioz Theater, Landers Theatre, Discovery Center and Wonders of Wildlife ("WOW") as potential recipients of these funds. In 2012, the City's agreement with WOW was terminated at WOW's request, and the funds allocated to WOW became available for use by other entities that qualify under the terms set forth in the February 3, 1998, ballot.

Special Ordinance No. 26127 allocated 40 percent of the WOW tax allocation to the City's General Fund for the purpose of reducing the General Fund subsidy of debt related to Jordan Valley Park projects funded as part of the 1998 Hotel-Motel Tax referendum and for Mediacom Ice Park operating shortfalls. The ordinance also established the Hotel-Motel Tax Reallocation Committee. The purpose of the Committee is to make recommendations to City Council for the reallocation of the remaining 60 percent of the WOW tax allocation. The amount available for reallocation in this period is $392,953. This includes a carryover of $115,607 from the prior year allocation.

REMARKS: The Committee established a process for evaluating funding requests utilizing the criteria described in Special Ordinance No. 26127 and the original 1998 ballot language. Mandatory question and answer sessions on May 9, and May 18, attracted ten representatives of eight organizations. Of those eight organizations, six submitted Letters of Intent. The Committee solicited full applications from four of the six, noting that those who were not invited to submit applications had failed to meet basic project application criteria or had described potential projects which exhibited less benefit to the community. Pursuant to the Committee's adopted process, the History Museum on the Square did not have to submit a Letter of Intent since it had previously applied with a multi-year project. Four full applications were received, including three from applicants who had submitted a Letter of Intent and an application from the History Museum. The

Committee scored the four applications and made funding recommendations based on the adopted project criteria.

The Committee recommends that City Council allocate Fiscal Year 2015-2016 Hotel Motel Tax proceeds for funding as follows:

Organization	Amount	Purpose
Commercial Club of Springfield	$15,000	Talking Telescopes
Lake Country Soccer	$52,000	Field lighting
History Museum on the Square	$100,000	Children's Activity Area

The Committee recommends that the remainder of available funds ($225,953) be allocated toward the design, planning and cost estimate for the Expo Center renovation and construction as identified in the Hunden Report.

If this Resolution is adopted, City staff will negotiate contracts with the three organizations regarding the allocation of these funds. Those contracts and budget adjustments will be subject to further Council review and approval.

Submitted & Recommended by:

Mary Lilly Smith, Director

Approved by:

Greg Burris, City Manager

Exhibit A

October 25, 2016

Mayor Robert Stephens
and Members of City Council
840 Boonville Ave.
Springfield, MO 65802

RE: **Hotel/Motel Tax Reallocation Committee 2016 Funding Recommendations**

Dear Mayor Stephens and Members of City Council,

As the chair of the Hotel/Motel Tax Reallocation Committee, I present the Hotel/Motel Tax Reallocation Committee's funding recommendations for 2016. This committee includes representatives from the City, the Springfield lodging industry, the Sports Commission, the Convention & Visitors Bureau, and the Springfield Regional Arts Council. Councilwoman Fisk also served as non-voting Council observer.

This committee was appointed to make recommendations on how to use 60 percent of the hotel-motel tax funds that became available when Wonders of Wildlife requested termination of its allocated funds.

The Committee established a process to accept and evaluate funding requests based on the criteria in the special ordinance that reallocated the WOW funding and the 1998 ballot language approved by voters. The first awards were made in 2013, with a total of $601,220 awarded in three years.

Using the specific criteria outlined in the ordinance, the committee created a matrix with which to evaluate the submitted proposals. Each proposal was scored on its need; its relevance to the ballot language (including the ability to increase visitor attendance within the funding period); its financial stability and history; whether the request exceeds $10,000; its timeframe; and its likelihood of occurring without this revenue.

The Committee is recommending all or part of the requested funding for three projects. They are:

- Commercial Club of Springfield, $15,000 for interactive enhancements (Talking Telescopes) to be placed on and around the Jefferson Avenue Footbridge
- Lake Country Soccer, $52,000 for improved lighting on fields
- History Museum on the Square, $100,000 for the Children's Activity Area
    - Total funding recommended for 2016: $167,000

In addition to funding recommendations for the submitted grant applications, the committee also recommends that up to the remaining balance of funds available ($225,953) be allocated toward the design, planning, and cost estimate of the Expo Center project.

The remaining applicant did not provide enough information and/or did not meet the specific criteria outlined in the 1998 ballot and in the special ordinance.

Thank you for your consideration in reviewing the committee's recommendations.

Sincerely,

Leslie Forrester, Chair, Springfield Regional Arts Council
Brad Danzak, Springfield Hotel & Lodging Association
Bill Hobbs, Sports Commission
Tracy Kimberlin, Convention & Visitors Bureau
Mary Lilly Smith, City Manager's Office
Jan Fisk (ex-officio), Springfield City Council

One-rdg. X
P. Hrngs.
Pgs. 7
Filed: 11-08-16

Sponsored by: Schilling

COUNCIL BILL NO. 2016-250 RESOLUTION NO.

A RESOLUTION

DECLARING it necessary to construct sanitary sewers in Joint Sanitary Sewer District No. 171 of Section No. 11 and Sanitary Sewer District No. 171A of Section No. 11 in the City, located in the general vicinity of the 3200 block of West Sunshine Street and the 1900 block of South Moore Road; providing for payment therefore in the amount of $458,256.50; and providing for publications and notices.

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

Section 1 –City Council hereby declares it necessary to construct sanitary sewers in Joint Sanitary Sewer District No. 171 of Section No. 11 and Sanitary Sewer District No. 171A of Section No. 11 (the "Project"), located in the general vicinity of the 3200 block of West Sunshine Street and the 1900 block of South Moore Road (see map attached hereto and incorporated herein by reference as "Exhibit A".) Plans and specifications for the Project, together with an estimate of the total cost for the Project, including construction, construction contingency, fees, and other expenses, and an estimate of the portion of the total cost to be assessed against each property to be benefited by the Project, are on file in the office of the City Clerk subject to the inspection of the public.

Section 2 –City Council has issued special assessment general obligation bonds pursuant to Article 6, Section 26(d) of the Missouri Constitution to pay for all or part of a construction cost, including interest incurred by the City in financing the Project. Special assessments issued by the City pursuant to this bill and other ordinances of the City shall be used to pay for such bonds. Such bonds are for a period of 15 years.

Section 3 – Each property in the benefited district, District No. 171A of Section No. 11, shall be specially assessed, and special tax bills issued by the City for collection, with the special assessment including the following costs: the cost of all necessary materials and labor to construct the sanitary sewers in the sewer district, the cost of publications pertaining to said construction, the cost of necessary abstracts, the cost of engineering, which shall not exceed 15 percent of the contract bid price of the improvements, or estimated price, whichever is the lesser, the cost of right(s)-of-way

necessarily acquired by the City for the construction of said improvement, and a connection fee in the amount required by Section 120-246 of the City Code. The special assessment shall be levied against each property in said sewer district in proportion to the square footage of said property.

Each tract of property within Joint Sanitary Sewer District No. 171 of Section No. 11 shall be assessed a proportionate share of the total cost of the joint sewer based upon the square footage of the assessed tract.

No special tax bill for the proportionate share of the costs of constructing the joint sewer in Joint Sanitary Sewer District No. 171 of Section No. 11 shall be issued against any property within the joint district until such time as the property to be assessed is included in a sewer district and sewer access is available to the property, as is set forth in Chapter 98, Article VI, Section 98-286(4)b.3 of the Springfield City Code (General Ordinance #4845), whereupon the proportionate share of the cost of constructing the joint district sewer will be added to and included as part of the construction costs for the district sewers to be assessed against the properties within the sewer district.

Any area in the joint sewer district where a special sewer district will not be established, as determined by City Council, shall pay a trunk sewer fee equal to the proportionate share of the cost of constructing the joint district sewer before being allowed to connect to the sewer system

The low bidder for the construction of sanitary sewers in Joint Sanitary Sewer District No. 171 of Section No. 11 and Sanitary Sewer District No. 171A of Section No. 11 is Rosetta Construction, LLC, who submitted the lowest responsible and responsive bid for Joint Sanitary Sewer District No. 171 of Section No. 11 and Sanitary Sewer District No. 171A of Section No. 11 in the amount of $458,256.50.

The special tax bills for Sanitary Sewer District No. 171A of Section No. 11 shall be payable in 15 equal annual installments, becoming due together with interest at a rate not to exceed the amount permitted by state law to date on each anniversary date after the issuance thereof, for a period of 15 years after the date of issuance of the tax bills; provided, however, that the person paying such tax bills shall have the right to pay the same in part or in full within 30 days after issuance thereof with no interest and shall have the further right to pay any combination of annual principal payments or the unpaid balance of said tax bills with interest thereon up to the date of payment, within 30 days after the end of any yearly period when any installment is payable. In addition to the above, tax bills may be paid in full at any time during the year with interest thereon up to the date of payment.

Special tax bills in the district are eligible for the City Sewer Financial Assistance Program under Chapter 98, Article VI, Section 98-286(4)(b) of the City Code.

<u>Section 4</u> – Every special assessment in Sanitary Sewer District No. 171A of Section No. 11 shall be a lien against the property therein described from the date of

issuance, which lien shall continue for a period of 16 years thereafter, unless sooner paid in full, or in the event suit is brought on any such assessment within the time herein limited, the lien shall continue until the termination of the legal proceedings to collect the same, including any sale of the property charged.

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

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

Section 5 – The Director of Environmental Services shall cause notice of the proposed sewer improvements to be published in a daily newspaper printed in the City for five consecutive insertions, and at the same time not less than three copies of the proposed Resolution shall be posted in conspicuous places within the limits of the district, in accordance with City Charter Section 10.6 and City Code Section 98-286(3)(d).

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO. 2016-250

FILED: 11-08-16

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To declare it necessary to construct sanitary sewers in Joint Sanitary Sewer District No. 171 of Section No. 11 and Sanitary Sewer District No. 171A of Section No. 11 in the City, located in the general vicinity of the 3200 block of West Sunshine Street and the 1900 block of South Moore Road (see map "Exhibit A"); providing for payment therefore in the amount of $458,256.50; and provide for publications and notices.

BACKGROUND:

1. The project is scheduled for construction as part of the City's sewer construction program, as established in Resolution No. 7995, to eliminate septic tanks within the City's limits and to encourage infill by providing sanitary sewer service. The Project, which will be funded by sewer improvement bonds that are already budgeted, will construct both a Joint Sewer District (No. 171 of Section No. 11) and a Sanitary Sewer District (No. 171A of Section No. 11). The Joint Sewer District will make sewer available to 23 tracts in the county, each of which will pay their pro rata share of the Joint Sewer District (trunk sewer) when connected, which will eliminate 22 septic systems from the county. This Project will also create a Sanitary Sewer District (No. 171A) that will make sewer available to 11 properties within the City and eliminate nine septic systems within the City's limits.

2. Special Ordinance No. 26672, passed by City Council on December 14, 2015, established and defined the boundaries for both Joint Sanitary Sewer District No. 171 of Section No. 11 and Sanitary Sewer District No. 171A of Section No. 11.

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

4. If approved wastewater from these districts will flow to the Southwest Wastewater Treatment Plant.

5. The project was advertised in the *Daily Events* on September 10, 2016, through September 12, 2016.

6. Bids were opened in the Busch Building on October 4, 2016, at 10:00 a.m. The following bids were received:

CONTRACTOR	BID AMOUNT
Rosetta Construction, LLC	$ 458,256.50
RAB Trenchless Solutions, LLC	$ 499,337.95
Hamilton & Dad, Inc.	$ 532,838.60
Neal's Construction, LLC	$ 577,896.75
Engineer's Estimate	$ 702,137.00

7. Based upon the bid received, the estimated cost to construct the Joint Sanitary Sewer District (trunk sewer) No. 171 of Section No. 11 for property owners is $0.1227 cents per square foot of property owned within the Joint Sewer District. Based upon the bid received, the estimated cost of Sanitary Sewer District No. 171A of Section No. 11 for property owners is $0.2469 per square foot of property owned within the Sewer District. Tax bills will be issued to property owners upon completion of the Project for their pro rata share of actual costs to construct the sewers within Sanitary Sewer District No. 171A of Section No. 11.

   Properties owners within Sanitary Sewer District No. 171A of Section No. 11, located within the city limits of Springfield, will be issued a sewer tax bill for their pro rata share, per square foot of property, for construction of Sanitary Sewer District No. 171A of Section No. 11, as well as for construction of the Joint Sewer District (trunk sewer) No. 171 of Section No. 11. No sewer tax bill will be issued for the county properties within Joint Sanitary Sewer District No. 171 of Section No. 11, until such time as the property to be assessed is included in a City sewer district and sewer access is available for such property. The Greene County properties within the Joint Sewer District No.171 of Section No. 11 that have access to the sewer, but are not in a special sewer district, will be assessed a Joint Sewer fee equal to the proportionate share of the cost for constructing the Joint Sewer District when connected.

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

9. Letters have been mailed to property owners in the district with information regarding the proposed sewer construction, related costs, and available assistance programs.

10. This Resolution is for a public improvement, where a special tax bill is issued, and should be a one-reading bill under Charter Section 10.15.

11. This Resolution supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 5, Protect and preserve our natural resources for future generations; Objective 5b, Maintain high water quality and increase water quantity by securing and improving water resources for future generations; and Objective 5c, Protect our caves and karst ecosystems which contain plants, animals, and natural communities that depend on the surrounding land and water to thrive and survive. Chapter 10, Public Health; Major Goal 5, Develop and ensure safe and healthy environments both indoors and outdoors; and Objective 5c, Ensure a clean and sustainable water supply.

REMARKS: Environmental Services recommends passage of this Council bill.

Submitted by:

Errin Kemper
Assistant Director of Environmental Services

Recommended by:

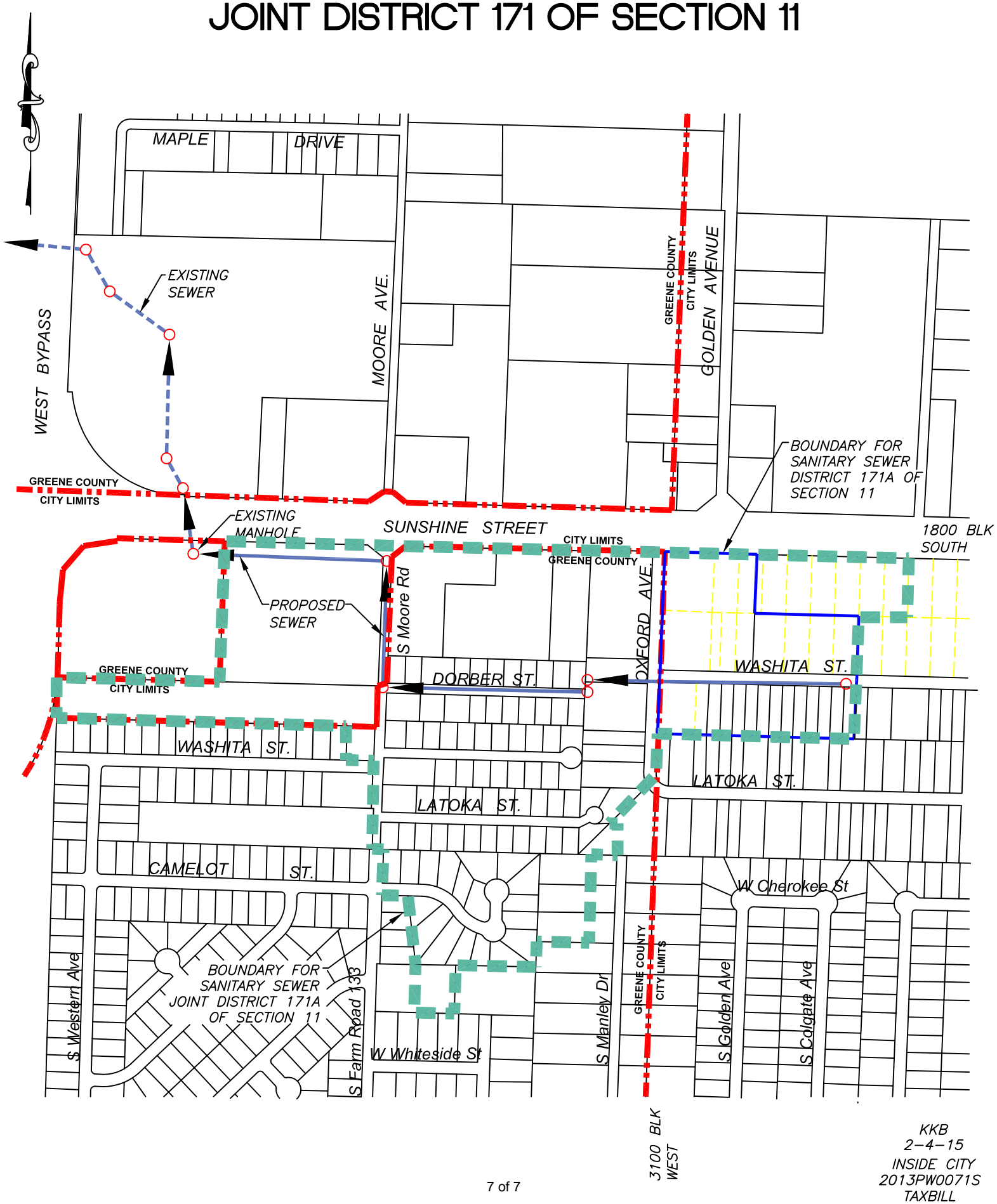
Stephen Meyer
Director of Environmental Services

Approved by:

Greg Burris
City Manager

Exhibit A

SANITARY SEWERS
JOINT DISTRICT 171 OF SECTION 11



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One-rdg. X
P. Hrngs. _____
Pgs. 7
Filed: 11-08-16

Sponsored by: Schilling

COUNCIL BILL NO. 2016- 251 RESOLUTION NO. _____

A RESOLUTION

DETERMINING the official intent of the City of Springfield, Missouri, to consider and negotiate an Industrial Development Plan and other financing documents related to Industrial Development Revenue Bonds in a principal amount not to exceed $15,000,000 to finance the costs of a project involving the 3M Company under the provisions of Sections 100.010 to 100.200 RSMo.

WHEREAS, the City of Springfield, Missouri, (the "City") is authorized and empowered under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of (i) providing funds to pay the costs of such projects and to lease or sell such projects to others upon such terms and conditions as the City shall deem advisable, or (ii) loaning the proceeds from the sale of such bonds to others upon such terms and conditions as the City shall deem advisable to provide funds to pay the costs of such projects; and

WHEREAS, 3M Company (together with any successors or assigns, the "Company"), has requested that the City: (i) issue industrial development revenue bonds in an aggregate principal amount not to exceed $15,000,000 in one or more series to provide funds to pay the costs of purchasing new manufacturing equipment and adding product lines at a facility owned by the Company in Springfield, Missouri (the "Project"), and, (ii) lease the Project to the Company with an option to purchase the Project, for the purpose of financing the costs of the Project, all in accordance with and pursuant to the Act; and

WHEREAS, the City desires to express its intent to prepare and negotiate an Industrial Development Plan which would finance the costs of purchasing and installing the Project by the issuance of industrial development revenue bonds to be issued under the Act in an aggregate principal amount not to exceed $15,000,000 in one or more

series (the “Bonds”), which Bonds would be payable solely out of payments, revenues and receipts derived by the City from the lease or sale of the Project to the Company.

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

Section 1 - The City Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2 - The City Council determines and declares the official intent to consider and negotiate an Industrial Development Plan and other financial documents to finance the costs of the Project out of the proceeds of the Bonds of to be issued pursuant to the Act in an aggregate principal amount not to exceed $15,000,000, subject to the terms and conditions herein. The proceeds of the Bonds will be used to purchase, install and improve the Project and to pay all expenses and costs of the City in connection with the issuance of the Bonds.

Section 3 - Subject to the conditions of this Resolution, the City will: (i) enter into negotiations for a trust indenture with a bank or trust company, as corporate trustee, pursuant to which the City will issue the Bonds to pay the costs of financing the Project, including repayment to the Company of advances made by it in connection with the Project, with such maturities, interest rates, redemption terms, security provisions and other terms and provisions as may be determined by subsequent ordinance or resolution of the City; (ii) purchase the Project and enter into negotiations for a lease agreement with the Company to lease (with an option to purchase) the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such security agreements and other instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid should Council approve the Project.

Section 4 - The issuance of the Bonds and the execution and delivery of any documents related to financing the Project are expresslysubject to: (i) approval of a plan for industrial development with respect to the Project by the City Council in accordance with Section 100.059.1 of the Act (the “Plan”), (ii) approval of documents as to form by the City’s Attorney; (iii) approval by the appropriate officers of the Company; (iv) obtaining by the Company of any necessary governmental licenses, permits and approvals, including adoption of an approving ordinance by the City; and (v) agreement by the City, the Company and the purchasers of the Bonds upon: (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof; and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project, including a PILOT agreement setting forth the terms of the property tax abatement to be described in the Plan.

Section 5 - The Company may make certain expenditures in connection with the purchase of the Project after the date of this Resolution and before the issuance of the

Bonds, and the City desires and intends to consider whether reimbursement of the Company is appropriate from proceeds of the Bonds only for such expenditures.

Section 6 - By accepting the terms of this Resolution and proceeding with the Project, the Company will be considered to have agreed (i) to indemnify and hold the City harmless against liability with respect to any destruction of or damages to property or any injury to or death of any person or persons occurring in connection with the Project (other than liability for any loss or damages that may result from misconduct or from wrongful acts of the City), and (ii) to pay the regular fees and charges of the City for its services in connection with financing the Project as well as all of its expenses in connection therewith.

Section 7 - Any provision hereof to the contrary notwithstanding, nothing herein contained shall be construed to impose a charge against the general credit of the City or to impose any pecuniary liability upon the City except with respect to the proper application of the proceeds to be derived by the City from the sale of the Bonds and of the revenues and receipts to be derived by the City from any financing, leasing or sale of the Project. Nothing herein shall be deemed to restrict the City or the State of Missouri or any agency or any political subdivision thereof in determining the order or priority of the issuance of bonds by the City or to require the City to give the Bonds priority as to issuance or as to the time of issuance over any other bonds previously or subsequently approved by the City for issue.

Section 8 - The City Attorney and Gilmore & Bell, P.C., as Bond Counsel, together with the officers and employees of the City, are hereby authorized to work with the Company and the purchaser or purchasers of the Bonds, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the completion and approval of the Plan and the authorization, issuance and sale of the Bonds and other actions contemplated hereunder in connection with the financing of the Project.

Section 9 –This Resolution shall terminate in the event that some or all of the Bonds are not issued by December 31, 2017.

Section 10 - This Resolution shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 11 - This Resolution shall take effect and be in full force immediately after its adoption by the City Council.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-251

FILED: 11-08-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: An Ordinance determining the official intent of the City of Springfield, Missouri, with regard to issuing Industrial Development Revenue Bonds in a principal amount not to exceed $15,000,000, to finance the costs of a project under the provisions of Section 100.010 to 100.200 RSMo.

BACKGROUND INFORMATION: The 3M Company ("3M") has been a part of the Springfield community for almost 50 years. 3M Springfield began production in 1967. The site primarily produces adhesives, adhesive-coated films, and sealants. Products are used across the globe in industries that span construction, aerospace, electronics, and more. The 3M Springfield plant employs approximately 335 employees with an average salary of $58,000, or $82,000 when the value of employee benefits is included. The total annual salaries and wages for the Springfield plant exceed $30 million. The average employee term of service is 12 years. 3M is active in the community. Contributions are made to innovative educational, social, and community efforts that positively impact the quality of life in Springfield. The United Way of the Ozarks, the Springfield School System, Ozark Technical Community College, Ozark Food Harvest, Math Counts, the Springfield Symphony Orchestra, and Discover Engineering are included in 3M's local support.

Company Request

3M requests City Council authorize up to $15 million in Industrial Development Revenue Bonds as an incentive to purchase new manufacturing equipment and add product lines at its Springfield plant. The project is competitive with other 3M locations and the incentive is necessary in order for the project to locate in Springfield. The proposed project includes installation of additional manufacturing capabilities and preparation of manufacturing space for potential future growth. 3M anticipates that the total project investment for real and personal property, including installation and soft costs, would be more than $40 million. 3M indicates that this assistance would enhance the viability of the project, and increase the likelihood that this project – and the associated job retention, capital investment, and economic and fiscal impact – will take place locally. The investment would result in the creation of approximately 92 new jobs and an anticipated annual payroll addition of over $5,300,000.

3M requests that the City consider a Chapter 100 personal property tax exemption of 75 percent for 10 years in connection with the purchase of the equipment. The City's adopted policy states that the City may consider increased exemption levels for Chapter 100 tax abatements in those cases where the jobs created or retained pay 150 percent or more of the Greene County average wage. In this case, the jobs created pay 147 percent of the Greene County average wage, or 208 percent when the value of employee benefits is included. The Greene County annual average wage is $39,387. (Average county wage

data was obtained from the Missouri Department of Economic Development and is based on Census of Employment and Wages, MERIC.)

Chapter 100 Industrial Development Revenue Bonds

Chapter 100 RSMo. allows local governments to issue bonds to finance industrial development projects and certain types of commercial development for private corporations, partnerships, and individuals. Upon issuance of such bonds, the company transfers ownership of the development site and/or equipment to the local government. The bond proceeds are then used to fund the construction or acquisition of the project. The company buys the bonds and repays them over a set time period. Once the bonds are completely repaid, the local government conveys titles of the site and/or equipment back to the company. Since the real and/or personal property is owned by the local government during the time the bonds are outstanding, the property is tax-exempt, however, the City of Springfield typically requires a payment in lieu of taxes for a portion of the exempted taxes. The bonds are not an obligation of the local government.

Economic Development Incentives Policy

The *Economic Development Incentives Policy Manual,* adopted by City Council on February 22, 2011, and amended May 12, 2014, includes policies related to the use of Chapter 100, Industrial Development Revenue Bonds, for Personal Property Tax Exemption:

1. For existing businesses the total personal property to be acquired and installed must have a cost of at least $5 million and the business must create or retain a minimum of 100 jobs with an average wage equal or greater than the Greene County average wage.
2. The exemption will typically be granted at a rate of 50 percent on new personal property for 10 years. The City may consider an increased exemption level in those cases where the jobs created or retained pay 150 percent or more of the Greene County average wage. The City will require the company to make payments in lieu of taxes to all taxing jurisdictions in an amount equal to 50 percent of the exempted personal property taxes. These PILOTS will be distributed in accordance with local levies. Failure to pay PILOTS will result in termination of the tax exemption.
3. Replacement of equipment financed under a previous Springfield Chapter 100 Bond issuance is not eligible.
4. The company will be required to annually report employment numbers to the City. The Tax exemption shall be terminated effective the last day of the calendar year in the event the company reduces its labor force by more than 25 percent from the preceding year or by more than 50 percent from the date of the first year of the abatement.
5. The beneficiary will be responsible for all costs relating to issuing the bonds and obtaining the exemption.

This Resolution supports the following Field Guide 2030 goal(s): Chapter 3, Economic Development; Major Goal 2, Aggressively use Economic Development Incentives to encourage investment in the community and to encourage job creation and retention;

Objective 2b, Continue to explore creative and flexible methods to attract and retain jobs and business investment in the community.

REMARKS: The purpose of this Council action is to signal Council intent to consider the use of this incentive and to direct staff to prepare an Industrial Development Plan and other financing documents. This resolution does not approve the use of any incentives for the project. The Industrial Development Plan will contain information about the level and condition of incentives and will be presented for City Council approval at a later date.

Staff recommends approval.

Submitted by:

Sarah Kerner

Sarah Kerner,
Interim Economic Development Director

Recommended by:

Mary Lilly Smith

Mary Lilly Smith, Planning Director

Approved by:

Greg Burris

Greg Burris, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 18
Filed: 11-08-16

Sponsored By: McClure

First Reading: _____ Second Reading: _____

COUNCIL BILL NO.: 2016- 252 GENERAL ORDINANCE NO.: _____

AN ORDINANCE

APPROVING revisions to and simplification of the previously established Residential Water Service Rate, General Water Service Rate, General Terms and Conditions Governing Water Service and Emergency Conservation Water Service Rate.

_____

WHEREAS, the Board of Public Utilities did, on the 27th day of October 2016, by resolution, establish water rates referred to therein as Residential Water Service Rate, General Water Service Rate, General Terms and Conditions Governing Water Service, and Emergency Conservation Water Service Rate; and

WHEREAS, the City Charter of the City of Springfield, requires approval by Council of rates which have been fixed by the Board of Public Utilities; and

WHEREAS, a Resolution regarding revised rates has been on file with the City Clerk of the City of Springfield, Missouri, for two weeks.

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

Section 1 - The rate sheets set out in the resolution passed by the Board of Public Utilities on the 27th day of October 2016 ("Resolution") a copy of which is attached hereto as "Exhibit A" and incorporated herein by this reference is now on file for public inspection with the City Clerk of the City, and should be and hereby is approved by Council.

Section 2 - Said Residential Water Service Rate (see "Exhibit A-Attachment1"), General Water Service Rate (see "Exhibit A-Attachment 2"), and General Terms and Conditions Governing Water Service (see Exhibit A-Attachment 3"), are effective for bills prepared with the first regular billing cycle for October 2017 or the day following approval by City Council; whichever is later, and the Emergency Conservation Water Service Rate (see "Exhibit A-Attachment 4"), shall supersede previously established

"Emergency Conservation Water Service Rate" on October 1, 2017, or the day following approval by City Council, whichever is later.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO. 2016- 252

FILED: 11-08-16

ORIGINATING DEPARTMENT: City Utilities of Springfield, Missouri

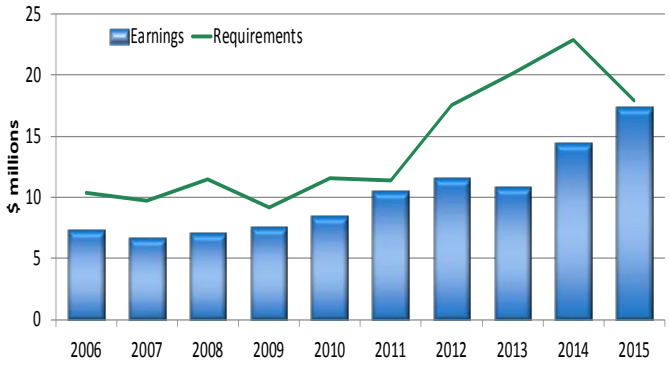
PURPOSE: To approve revised water rates and terms.

BACKGROUND INFORMATION: The water rates proposed in this Ordinance consist of three annual rate increases to be implemented in City Utilities' fiscal years 2018, 2019 and 2020. Percentage increases are 4.2%, 3.8% and 3.6%, respectively. Rate increases are staged to minimize immediate customer impact, continuing the approach suggested by Council members in 2008. This proposal implements a simpler, yet consistent, rate structure for all customers, abolishing conflicting price signals which had existed between some rates, and continuing to implement efficiency-oriented pricing signals.

Rate schedule component changes are proposed for the *Residential Water Service Rate* (see "Exhibit A-Attachment1"), the *General Water Service Rate* (see "Exhibit A-Attachment 2"), and the *Emergency Conservation Water Service Rate* (see "Exhibit A-Attachment 4"). *General Terms and Conditions Governing Water Service* (see Exhibit A-Attachment3") also have changes intended to clarify and reduce ambiguity.

Reason for Change

Operating earnings for the water system have remained below levels required to allow the system to support its costs from rates paid by its customers. Operating earnings are needed to enable the water system to pay its debt and support system improvements and capital replacements. To the extent that the water system is short in covering its earnings requirements, revenues from other systems must be used to support water system infrastructure and operations, with the related effect that infrastructure investments and operations are reduced for the other systems.



The graph on the left illustrates the difficulty that the water system has had in covering its costs over the long-term. Over the last ten years, 2006 through 2015, water system earnings requirements have exceeded water system earnings by $40.5 million. This deficit occurred despite efforts to adjust water rates to sustainable levels. The presently proposed series is intended to further progress the system towards

coverings its costs, and allow necessary investments in water system infrastructure.

Water rates were last increased through a series of three annual increases which were effective in October 2013, October 2014, and October 2015. These rates contributed to improved financial performance for the system, and enabled the initiation of a determined main and service renewal program. It was noted at the time of City Council approval for this series, in September 2012, that complete implementation of the desired 100-year replacement cycle for water mains and services would require additional rate increases. The proposed series contributes funds needed such that CU expects to achieve the 100-year replacement cycle within the next decade.

Impact on Customers

The proposed revenue increases will have the following impacts to typical customers' water bills. Actual impacts will vary depending upon usage and season.

Fiscal Year	***Residential Service at 6CCF, Average***		***General Service at 10 CCF, 50th Percentile***	
	Typical Monthly Bill	Impact	Typical Monthly Bill	Impact
2017	$31.30	NA	$54.75	NA
2018	$33.74	$2.44	$56.92	$2.17
2019	$35.17	$1.43	$57.65	$0.73
2020	$36.59	$1.42	$58.38	$0.73

Customers outside the city limits of Springfield pay 10% more for all Water charges.

The proposed water rates implement a consistent and simplified structure, primarily through changes to the *General Water Service Rate* which will allow individual customers to have greater control over their water billing amounts through management of the consistency of their load. The primary determinant of this approach recognizes that most costs on the water system are driven by system peak. It follows that rates should recognize this factor and send appropriate pricing signals such that customers with lower costs to serve have lower overall water service costs, with the converse also true. The incumbent water rate structure sent less than optimum price signals to the *General Water Service Rate* customers by providing a "declining block" structure, with no seasonal characteristics. The proposed structure alleviates these shortcomings, while retaining cost advantage features for large production water users.

Effective Date of Change

If this ordinance is passed, the *Residential Water Service Rate,* the *General Water Service Rate,* and the *General Terms and Conditions Governing Water Service* will become effective October 2017. The rates will not be prorated, but will be fully effective for the first regular billing cycle of the month, with changes occurring in October 2017, October 2018, and October 2019.

If this Ordinance is passed, the *Emergency Conservation Water Service Rate* will become effective October 1, 2017.

Submitted by:

Ray Ross, Jr., P.E.
Director – Pricing & Forecasting

Michael Finch
Associate General Manager – Finance
& Chief Financial Officer

Approved:

Scott Miller
General Manager

Exhibit A

RESOLUTION

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri, (the Board) has charter responsibility to take charge and operate the public utilities, including the approval of rate schedules for the benefit of City Utilities (CU) and the citizens of Springfield, Missouri; and

WHEREAS, the Board, through the long-range planning process, which produces the Operating Plan, has identified the need for additional water system revenue; and

WHEREAS, the Board, consistent with its Rate Policy Standard, desires to implement water rates that yield the revenue necessary to provide the level of services required by Utility customers; and

WHEREAS, the Board, still consistent with its Rate Policy Standard, desires to implement water rates which send appropriate pricing signals, and such rates should be fair and avoid inequities in the allocation of costs among customer classes; and

WHEREAS, the Board, through prior resolution, has recognized that the water system requires continuing and current investment in infrastructure to secure the enduring ability of the water system to provide necessary and high quality water to the customers of CU, and as a consequence of this recognition, is willing to consider adjustments to rates, as needed, to support these responsible investments; and

WHEREAS, the Board, through thoughtful contemplation of all applicable factors, has carefully chosen to adjust water rates to levels intended to enable aforementioned infrastructure investments, and now, the Board intends to continue these adjustments such that these investments are sustainable and consistent with the Board's fundamental interest to provide safe, reliable, and high quality water services to the community served by CU; and

WHEREAS, the Board has directed CU staff to develop and implement a formal water main renewal program to address the interest of the Board in replacing aging infrastructure, and expects that increased funding will enable the Utility to achieve the Board's goals in this regard; and

WHEREAS, the Board has requested the development of a water rate proposal to address the need for additional water system revenue; and

WHEREAS, the Board requested the review of the resulting rate proposal by the CU Citizens Advisory Council; and

WHEREAS, the CU Citizens Advisory Council met and considered the rate proposal on October 6, 2016, conducted a hearing on this date to accept public input with regard to this rate proposal, and did vote to support this rate proposal; and

WHEREAS, the Board, on August 23, 2012, did fix and adopt rate sheets for the sale of water referred to therein as "Residential Water Service Rate," "General Water Service Rate," and "General Terms and Conditions Governing Water Service;" and

WHEREAS, the Board, on April 25, 2013, did fix and adopt rate sheets for the sale of water referred to therein as "Emergency Conservation Water Service Rate;" and

WHEREAS, the Board, after careful consideration and public input, has determined that these water rate sheets should be revised and supplemented by the adoption of new water rate sheets.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, that the new rates should be fixed and are hereby adopted in the form attached hereto and incorporated herein by reference known as "Residential Water Service Rate," "General Water Service Rate," "General Terms and Conditions Governing Water Service," and "Emergency Conservation Water Service Rate."

BE IT FURTHER RESOLVED, that upon approval by the City Council of the City of Springfield, Missouri, said "Residential Water Service Rate," "General Water Service Rate," and "General Terms and Conditions Governing Water Service," rate sheets shall become effective for all bills prepared with the first regular billing cycle for October 2017 or the day following approval by City Council, whichever is later; and

BE IT FURTHER RESOLVED, that upon approval by the City Council of the City of Springfield, Missouri, said "Emergency Conservation Water Service Rate" rate sheets shall become effective on October 1, 2017, or the day following approval by City Council, whichever is later; and

BE IT FURTHER RESOLVED, that the Board hereby reserves the right to repeal, change, amend, or supplement the schedule(s) at any time and from time to time thereafter, subject to approval by the City Council in accordance with provisions of the City Charter of Springfield, Missouri; and

BE IT FURTHER RESOLVED, that upon the effective date of the rate sheets set out in this Resolution, all prior resolutions or motions, or parts thereof, if any, which may be in conflict with this Resolution, are repealed; and

BE IT FURTHER RESOLVED, that the General Manager and other appropriate personnel are authorized and directed to file a copy of this Resolution with the City Clerk of the City of Springfield, Missouri, and to take such actions as are required and appropriate to obtain approval and enactment by the City Council of the City of Springfield.

CERTIFICATE

The undersigned, Dean Young, Secretary of the Board of Public Utilities of the City of Springfield, Missouri, does hereby certify under his hand and seal of said Board of Public Utilities, that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Public Utilities of the City of Springfield, Missouri, at its regular meeting held on the 27th day of October 2016 pursuant to notice of time and place duly given to all members of said Board, at which meeting a quorum was present and voted throughout.

Dated this 27th day of October 2016.

Dean Young, Secretary

BOARD OF PUBLIC UTILITIES
TELECOMMUNICATIONS
ELECTRIC
NATURAL GAS
WATER
TRANSIT
CITY OF SPRINGFIELD

ATTACHMENT 1

Council Bill No. _____ WATER RATES
General Ordinance _____ Sheet No. 1

CITY UTILITIES OF SPRINGFIELD, MISSOURI
RESIDENTIAL WATER SERVICE RATE

Availability

Available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities for residential domestic housekeeping purposes, where adequate capacity is available from City Utilities' water distribution system to serve such water requirements. Availability is subject to the General Terms and Conditions Governing Water Service and the Utility Service Rules and Regulations.

Monthly Charges

The following charges are applicable to bills prepared during the months shown:

	Until 10/2018	Until 10/2019	Thereafter
Customer Charge			
Per month	$ 16.90	$ 17.70	$ 18.50
Commodity Charge			
Note: One hundred cubic feet of water equals 1 CCF of water, and 1 CCF equals 748 gallons of water.			
(Winter Period: November through May)			
Charge per CCF	$ 2.63	$ 2.73	$ 2.83
(Summer Period: June through October)			
Charge per CCF for the first 5 CCF	$ 2.63	$ 2.73	$ 2.83
Charge per CCF for the next 10 CCF	$ 3.25	$ 3.36	$ 3.47
Charge per CCF for all additional CCF	$ 4.00	$ 4.06	$ 4.12

Outside City Charge

All charges shall be ten percent (10%) more per service outside the corporate limits of the City of Springfield, Missouri.

APPROVED BY CITY COUNCIL _____ APPROVED BY BOARD OF PUBLIC UTILITIES
EFFECTIVE Cycle 1, October 2017 OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, October 2013.

ATTACHMENT 2

Council Bill No. _____
General Ordinance _____

WATER RATES
Sheet No. 2
(Page 1 of 2)

CITY UTILITIES OF SPRINGFIELD, MISSOURI
GENERAL WATER SERVICE RATE

Availability

Available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities for nonresidential customers, where adequate capacity is available from City Utilities' water distribution system to serve such water requirements. Availability is subject to the General Terms and Conditions Governing Water Service and the Utility Service Rules and Regulations.

Monthly Charges

The following charges are applicable to bills prepared during all months:

Customer Charge

	Per month
5/8 or 3/4-inch meter	$ 37.00
1-inch meter	$ 56.00
1 1/2-inch meter	$ 86.00
2-inch meter	$ 125.00
3-inch meter	$ 166.00
4-inch meter	$ 215.00
6-inch meter	$ 285.00
8-inch meter	$ 1,035.00
10-inch meter	$ 1,550.00

Commodity Charge

Blocks limits are based on the Winter Average (WA) billed monthly usage, as defined within this schedule. The following charges are applicable to bills prepared during the months shown:

Note: One hundred cubic feet of water equals 1 CCF of water, and 1 CCF equals 748 gallons of water.

	Until 10/2018	Until 10/2019	Thereafter
(Winter Period: November through May)			
Charge per CCF for WA of 400 CCF or less:	$ 2.63	$ 2.73	$ 2.83
Charge per CCF for WA greater than 400 CCF:			
Block 0, for the first 400 CCF	$ 2.63	$ 2.73	$ 2.83
Block 1, > 400 to ≤ WA	$ 1.48	$ 1.52	$ 1.56
Block 2, > WA to ≤ 3 times WA	$ 1.48	$ 1.52	$ 1.56
Block 3, > 3 times WA	$ 2.63	$ 2.73	$ 2.83

APPROVED BY CITY COUNCIL _____
EFFECTIVE Cycle 1, October 2017

APPROVED BY BOARD OF PUBLIC UTILITIES
OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, October 2013.

	Until 10/2018	Until 10/2019	Thereafter
(Summer Period: June through October)			
Charge per CCF for WA of 400 CCF or less:			
Block 1, ≤ WA	$ 2.63	$ 2.73	$ 2.83
Block 2, > WA to ≤ 3 times WA	$ 3.25	$ 3.36	$ 3.47
Block 3, > 3 times WA	$ 4.00	$ 4.06	$ 4.12
Charge per CCF for WA greater than 400 CCF:			
Block 0, for the first 400 CCF	$ 2.63	$ 2.73	$ 2.83
Block 1, > 400 to ≤ WA	$ 1.48	$ 1.52	$ 1.56
Block 2, > WA to ≤ 3 times WA	$ 1.58	$ 1.70	$ 1.82
Block 3, > 3 times WA	$ 4.00	$ 4.06	$ 4.12

Winter Average (WA)

(a) *For existing permanent and temporary services:* The WA shall be the average of the billed monthly usages for the most recent and complete billing months November through May, rounded to the closest whole CCF. In determining WA, prorated months, months with less than one complete month of service, months prior to the initiation of service, and months with services discontinued due to non-payment shall not be included in the WA calculation.

(b) *For new permanent and temporary services, without at least one complete billing month among the most recent November through May billing months:* Initially, until a Winter Period usage occurs, the WA shall be the highest billed monthly usage, rounded to the closest whole CCF. Once an actual billed monthly usage (not an estimate) is available for a complete November through May billing month, WA shall be the same as defined for existing services, paragraph (a). *Temporary services served from permanent service equipment, which may be disconnected during portions of the year, are seasonal services, instead of temporary services, with WA determined by paragraph (c).*

(c) *Services which have been temporarily discontinued for more than 24 hours due to a customer's request, and then reconnected prior to twelve months, and which are without at least one complete billing month among the most recent November through May billing months:* The WA shall be the average of the most recent and complete November through May billed monthly usages, rounded to the closest whole CCF, setting the usage at zero for each and all months during which any portion of the month service was disconnected. This paragraph (c) is also applicable to *seasonal services, and recurrent temporary services, approved by the General Manager without complete usage history during at least one of the most recent November through May billing months.*

Outside City Charge

All charges shall be ten percent (10%) more per service outside the corporate limits of the City of Springfield, Missouri.

APPROVED BY CITY COUNCIL _____
EFFECTIVE Cycle 1, October 2017

APPROVED BY BOARD OF PUBLIC UTILITIES
OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, October 2013.

ATTACHMENT 3

CITY UTILITIES OF SPRINGFIELD, MISSOURI
GENERAL TERMS AND CONDITIONS GOVERNING WATER SERVICE

1. City Utilities will not furnish free water for any private use.

2. City Utilities will not furnish seasonal water service except as approved by the General Manager of City Utilities.

3. When permanent (continuous, auxiliary, standby, or seasonal) service provided is temporarily discontinued for more than 24 hours due to a customer's request and then reconnected prior to twelve months, a reconnect charge of the monthly customer charge applicable for each billing month or part thereof that the disconnection is in effect during all billing months of that twelve months shall be charged to such customer. Payment of this charge is a condition for the reconnection of the service and is in addition to the applicable Account Entry Fee.

4. Service is furnished where adequate water distribution capacity is available and the water load is approved for service by City Utilities.

5. Temporary water service may be provided where adequate capacity is available as determined by City Utilities. In addition to the cost of water used, the temporary consumer shall pay all installation and removal costs and shall be responsible for all repair or replacement cost of City Utilities' meters and attachments provided for the temporary water service. Water service which is served by permanent service equipment is permanent water service (not temporary service), with conditions of service specifically described in paragraph 3. Temporary water service may be terminated by City Utilities at any time.

6. Service is furnished for the sole use of the customer on premises described in the service application, and there shall be no resale or submetering of water, except in certain existing owner-tenant customer relationships approved by City Utilities.

7. A separate billing shall be rendered for each point of service, and water metered to the same customer through two or more points of service at the same premise address shall not be added or cumulated for billing purposes, except where necessary, in the opinion of the General Manager or designee, for the convenience of City Utilities. In no case shall water metered to the same customer at different premise addresses be added or cumulated for billing purposes.

8. Water service may be temporarily limited or suspended to any or all classes of customers in emergencies. Water service as herein provided is not guaranteed as to availability or continuation, whether under special contract or not, and may be temporarily or permanently modified, limited or discontinued as supply or delivery conditions dictate or at any time as may be deemed necessary in the sole judgment of City Utilities, without liability whatsoever on the part of City Utilities for any loss, damage, expense or detriment thereby caused or claimed to be caused.

9. The RESIDENTIAL WATER SERVICE RATE shall be applicable to residential customers in separately metered dwellings for domestic housekeeping purposes. Existing master metered, multi-family dwellings of not more than two (2) dwelling units, one of which is owner-occupied, may be served under this rate. Dwellings, also used as places of business requiring a license or registration to operate, shall not be served under this rate.

10. The GENERAL WATER SERVICE RATE shall be applicable to customers for nonresidential purposes.

CITY UTILITIES OF SPRINGFIELD, MISSOURI
EMERGENCY CONSERVATION WATER SERVICE RATE

This rate is applicable during Stage One – Water Shortage, Stage Two – Water Emergency, and Stage Three – Water Crisis of the Emergency Water Conservation Plan.

Section A. Availability

Available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities, for all water uses, where adequate capacity is available from City Utilities' water distribution system to serve such water requirements. Availability is subject to the General Terms and Conditions Governing Water Service and the Utility Service Rules and Regulations.

Section B. Winter Average (WA)

For customers serviced by the General Water Service Rate, block limits are based on the Winter Average (WA) billed monthly usage, as defined within this rate schedule.

(a) *For existing permanent and temporary services:* The WA shall be the average of the billed monthly usages for the most recent and complete billing months November through May, rounded to the closest whole CCF. In determining WA, prorated months, months with less than one complete month of service, months prior to the initiation of service, and months with services discontinued due to non-payment shall not be included in the WA calculation.

(b) *For new permanent and temporary services, without at least one complete billing month among the most recent November through May billing months:* Initially, until a Winter Period usage occurs, the WA shall be the highest billed monthly usage, rounded to the closest whole CCF. Once an actual billed monthly usage (not an estimate) is available for a complete November through May billing month, WA shall be the same as defined for existing services, paragraph (a). *Temporary services served from permanent service equipment, which may be disconnected during portions of the year, are seasonal services, instead of temporary services, with WA determined by paragraph (c).*

(c) *Services which have been temporarily discontinued for more than 24 hours due to a customer's request, and then reconnected prior to twelve months, and which are without at least one complete billing month among the most recent November through May billing months:* The WA shall be the average of the most recent and complete November through May billed monthly usages, rounded to the closest whole CCF, setting the usage at zero for each and all months during which any portion of the month service was disconnected. This paragraph (c) is also applicable to *seasonal services, and recurrent temporary services, approved by the General Manager without complete usage history during at least one of the most recent November through May billing months.*

Note: One hundred cubic feet of water equals 1 CCF of water, and 1 CCF equals 748 gallons of water.

CITY UTILITIES OF SPRINGFIELD, MISSOURI
EMERGENCY CONSERVATION WATER SERVICE RATE

Section C. Monthly Customer Charges

The following monthly customer charges are applicable during Stage One – Water Shortage, Stage Two – Water Emergency, and Stage Three – Water Crisis of the Emergency Water Conservation Plan.

Customers Served by Residential Water Service Rate

	Until 10/2018	Until 10/2019	Thereafter
Customer Charge	$ 16.90	$ 17.70	$ 18.50

Customers Served by General Water Service Rate

Customer Charge

	Per month
5/8 or 3/4-inch meter	$ 37.00
1-inch meter	$ 56.00
1 1/2-inch meter	$ 86.00
2-inch meter	$ 125.00
3-inch meter	$ 166.00
4-inch meter	$ 215.00
6-inch meter	$ 285.00
8-inch meter	$ 1,035.00
10-inch meter	$ 1,550.00

CITY UTILITIES OF SPRINGFIELD, MISSOURI
EMERGENCY CONSERVATION WATER SERVICE RATE

Section D. Monthly Commodity Charges

The following charges are applicable to usage during the customer's next complete regular billing cycle following determination and declaration by the General Manager that **Stage One – Water Shortage** of the Emergency Water Conservation Plan is in effect:

Customers Served by Residential Water Service Rate

	Until 10/2018	Until 10/2019	Thereafter
Charge per CCF for the first 5 CCF	$ 2.63	$ 2.73	$ 2.83
Charge per CCF for the next 10 CCF	$ 3.25	$ 3.36	$ 3.47
Charge per CCF for all additional CCF	$ 11.00	$ 11.20	$ 11.40

Customers Served by General Water Service Rate

	Until 10/2018	Until 10/2019	Thereafter
Charge per CCF for WA of 400 CCF or less:			
Block 1, ≤ WA	$ 2.63	$ 2.73	$ 2.83
Block 2, > WA to ≤ 3 times WA	$ 3.25	$ 3.36	$ 3.47
Block 3, > 3 times WA	$ 11.00	$ 11.20	$ 11.40
Charge per CCF for WA greater than 400 CCF:			
Block 0, for the first 400 CCF	$ 2.63	$ 2.73	$ 2.83
Block 1, > 400 to ≤ WA	$ 1.48	$ 1.52	$ 1.56
Block 2, > WA to ≤ 3 times WA	$ 1.58	$ 1.70	$ 1.83
Block 3, > 3 times WA	$ 11.00	$ 11.20	$ 11.40

Upon determination and declaration by the General Manager that Stage One of the Emergency Conservation Plan is no longer in effect, and depending on whether Stage One is terminated, or advanced to Stage Two, or advanced to Stage Three, the charges in the "Residential Water Service Rate" and the "General Water Service Rate" shall apply, or the charges in the "Emergency Conservation Water Service Rate" for Stage Two shall apply, or the charges in the "Emergency Conservation Water Service Rate" for Stage Three shall apply, respectively, effective the first date that bills are rendered following the declaration.

CITY UTILITIES OF SPRINGFIELD, MISSOURI
EMERGENCY CONSERVATION WATER SERVICE RATE

Section D. Monthly Commodity Charges (continued)

The following charges are applicable to usage during the customer's next complete regular billing cycle following determination and declaration by the General Manager that **Stage Two – Water Emergency** of the Emergency Water Conservation Plan is in effect:

Customers Served by Residential Water Service Rate

	Until 10/2018	Until 10/2019	Thereafter
Charge per CCF for the first 5 CCF	$ 2.63	$ 2.73	$ 2.83
Charge per CCF for the next 10 CCF	$ 4.20	$ 4.30	$ 4.40
Charge per CCF for all additional CCF	$ 12.60	$ 12.80	$ 13.00

Customers Served by General Water Service Rate

	Until 10/2018	Until 10/2019	Thereafter
Charge per CCF for WA of 400 CCF or less:			
Block 1, ≤ WA	$ 2.63	$ 2.73	$ 2.83
Block 2, > WA to ≤ 3 times WA	$ 4.20	$ 4.30	$ 4.40
Block 3, > 3 times WA	$ 12.60	$ 12.80	$ 13.00
Charge per CCF for WA greater than 400 CCF:			
Block 0, for the first 400 CCF	$ 2.63	$ 2.73	$ 2.83
Block 1, > 400 to ≤ WA	$ 1.48	$ 1.52	$ 1.56
Block 2, > WA to ≤ 3 times WA	$ 4.20	$ 4.52	$ 4.86
Block 3, > 3 times WA	$ 12.60	$ 12.80	$ 13.00

Upon determination and declaration by the General Manager that Stage Two of the Emergency Conservation Plan is no longer in effect, and depending on whether Stage Two is terminated, or advanced to Stage Three, or reverted to Stage One, the charges in the "Residential Water Service Rate" and the "General Water Service Rate" shall apply, or the charges in the "Emergency Conservation Water Service Rate" for Stage Three shall apply, or the charges in the "Emergency Conservation Water Service Rate" for Stage One shall apply, respectively, effective the first date that bills are rendered following the declaration.

CITY UTILITIES OF SPRINGFIELD, MISSOURI
EMERGENCY CONSERVATION WATER SERVICE RATE

Section D. Monthly Commodity Charges (continued)

The following charges are applicable to usage during the customer's next complete regular billing cycle following determination and declaration by the General Manager that **Stage Three – Water Crisis** of the Emergency Water Conservation Plan is in effect:

Customers Served by Residential Water Service Rate

	Until 10/2018	Until 10/2019	Thereafter
Charge per CCF for the first 5 CCF	$ 2.63	$ 2.73	$ 2.83
Charge per CCF for the next 10 CCF	$ 4.90	$ 5.10	$ 5.30
Charge per CCF for all additional CCF	$ 14.50	$ 14.70	$ 14.90

Customers Served by General Water Service Rate

	Until 10/2018	Until 10/2019	Thereafter
Charge per CCF for WA of 400 CCF or less:			
Block 1, ≤ WA	$ 2.63	$ 2.73	$ 2.83
Block 2, > WA to ≤ 3 times WA	$ 4.90	$ 5.10	$ 5.30
Block 3, > 3 times WA	$ 14.50	$ 14.70	$ 14.90
Charge per CCF for WA greater than 400 CCF:			
Block 0, for the first 400 CCF	$ 2.63	$ 2.73	$ 2.83
Block 1, > 400 to ≤ WA	$ 1.48	$ 1.52	$ 1.56
Block 2, > WA to ≤ 3 times WA	$ 4.90	$ 5.27	$ 5.67
Block 3, > 3 times WA	$ 14.50	$ 14.70	$ 14.90

Upon determination and declaration by the General Manager that Stage Three of the Emergency Conservation Plan is no longer in effect, and depending on whether Stage Three is terminated, or reverted to Stage Two, or reverted to Stage One, the charges in the "Residential Water Service Rate" and the "General Water Service Rate" shall apply, or the charges in the "Emergency Conservation Water Service Rate" for Stage Two shall apply, or the charges in the "Emergency Conservation Water Service Rate" for Stage One shall apply, respectively, effective the first date that bills are rendered following the declaration.

CITY UTILITIES OF SPRINGFIELD, MISSOURI
EMERGENCY CONSERVATION WATER SERVICE RATE

Section E. Surcharge for Excessive Use of Water

At the effective date of Stage Three, in addition to the monthly charges in Section C., there shall be applied to each service point a monthly surcharge for excessive use of water.

Excessive use of water shall be defined as follows:

(a) *For existing service points not designated as an irrigation service:* Excessive use of water shall be defined as monthly usage in excess of the average of the most recent and complete billing months of January, February, or March, which is greater than five hundred cubic feet (5 CCF). Prorated months, or months with less than one complete month of service, shall not be included in the average calculation. The average calculation shall be based on one, two, or all three of these months depending on whether or not the service was provided for the complete month.

(b) *For all service points designated as irrigation service:* Excessive use of water shall be defined as all billed monthly usage.

(c) *For new residential service points, without complete usage history during at least one of the most recent January, February, or March billed months:* Excessive use of water shall be defined as monthly usage in excess of the system-wide average residential class usage per billing period in the most recent January, February, and March billing months, which is greater than five hundred cubic feet (5 CCF).

(d) *For new nonresidential service points, without complete usage history during at least one of the most recent January, February, or March billed months:* No surcharge for excessive use of water shall be applied.

The surcharge for excessive use of water shall be:

	Until 10/2018	Until 10/2019	Thereafter
Charge per CCF for all additional CCF.....	$ 10.52	$ 10.92	$ 11.32

Section F. Outside City Charge

All charges, except the surcharge for excessive use of water, shall be ten percent (10%) more per service outside the corporate limits of the City of Springfield, Missouri.

APPROVED BY CITY COUNCIL _____
EFFECTIVE October 1, 2017

APPROVED BY BOARD OF PUBLIC UTILITIES
OF SPRINGFIELD, MO _____

Supersedes rate schedule effective July 2, 2013.

One-rdg. _____
P. Hrngs. _____
Pgs. 18
Filed: 11-08-16

Sponsored By: Fishel

First Reading: _____ Second Reading: _____

COUNCIL BILL NO.: 2016- 253 GENERAL ORDINANCE NO.: _____

AN ORDINANCE

TO APPROVE revisions to the previously established Residential Gas Service Rate, General Gas Service Rate, Curtailable Gas Service Rate, High Load Factor General Gas Service Rate, Purchased Gas Clause and General Terms and Conditions Governing Gas Service.

WHEREAS, the Board of Public Utilities did, on the 27th day of October 2016, by Resolution, establish gas rates referred to therein as Residential Gas Service Rate, General Gas Service Rate, Curtailable Gas Service Rate, High Load Factor General Gas Service Rate, Purchased Gas Clause, and General Terms and Conditions Governing Gas Service; and

WHEREAS, the City Charter of the City of Springfield, requires approval by Council of rates which have been fixed by the Board of Public Utilities; and

WHEREAS, a Resolution regarding revised rates has been on file with the City Clerk of the City of Springfield, Missouri, for two weeks.

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

Section 1 - The rate sheets set out in the Resolution passed by the Board of Public Utilities on the 27th day of October 2016 (“Resolution”) a copy of which is attached hereto as “Exhibit A” and incorporated herein by this reference is now on file for public inspection with the City Clerk of the City, and should be and is hereby approved by Council.

Section 2 - Said Residential Gas Service Rate (see “Exhibit A-Attachment 1”), General Gas Service Rate (see “Exhibit A-Attachment 2”), Curtailable Gas Service Rate, High Load Factor and General Gas Service Rate (see “Exhibit A-Attachment 3”) Purchased Gas Clause (see “Exhibit A-Attachment 4”), and General Terms and Conditions Governing Gas Service (see “Exhibit A-Attachment 5”) are effective for bills prepared with the first regular billing cycle for October 2017, or the day following approval by City Council, whichever is later.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO. 2016- 253

FILED: 11-08-16

ORIGINATING DEPARTMENT: City Utilities of Springfield, Missouri

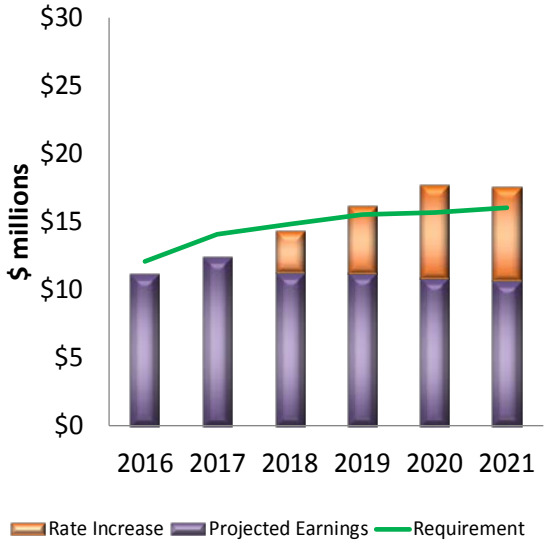
PURPOSE: To approve revised gas rate schedules and terms.

BACKGROUND INFORMATION: Summary of Change

The natural gas rates proposed in this Ordinance increase revenues from the sale of natural gas by approximately 3.9% in fiscal 2018, 2.2% in fiscal 2019 and 2.0% in 2020. This proposal incorporates and continues the philosophy suggested by Council members in 2008 to spread the increase requirements over a longer period in order to phase in and reduce the impact on customers.

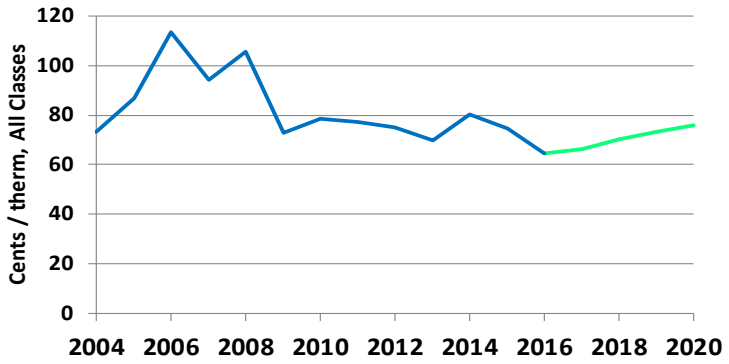
Reason for Change

Funds generated by existing natural gas rates are expected to be deficient to cover operating requirements in each and all years from fiscal 2016 throughout CU's financial planning horizon, which extends through fiscal 2021. The rate adjustments in this proposal, accompanied with careful planning of needed infrastructure improvements, are expected to enable the gas system to support its financial requirements for the later years within CU's financial planning horizon. The operating cash flow is understandable through a graph of operating earnings requirements compared to operating earnings.



Operating earnings represents the net cash flow from operations. Operating earnings are needed, as these amounts are used to fund associated debt, support system capital improvements and replacements, and enable the system to fund its share of common plant facilities and the expected subsidy of the transit system. When operating earnings are less than requirements, the gas system consume cash reserves, also fairly described as deficit-spending. This condition is unsustainable, as over the long term, it forces customers of other systems to support the delivery of natural gas. The graph at left illustrates that, in absence of the funds generated by the proposed rate increase, the gas system will be unable to cover its requirements over the planning horizon.

The last natural gas rate increase was implemented in October 2010, as the third in a series of three increases with the series approved by City Council in September 2008. This last series also moved some categories of costs closely associated with purchased gas costs, specifically, external pipeline and storage capacity costs, to the *Purchased Gas Clause* rate mechanism. The *Purchased Gas Clause* serves the primary function of passing natural gas costs, such as the exact cost of the natural gas commodity directly to users of natural gas services, with automatic monthly adjustments intended to align with the projected cost of natural gas. Twice annually, any accumulated error between natural gas cost projections and actual costs is managed through the *Recovery Adjustment Factor*. No changes are proposed to the structure, nor calculations included within the *Purchased Gas Clause* in the present proposal; only clarifying language changes are proposed. Changes to "base" rate components are under present consideration. However, the *Purchased Gas Clause* remains crucially important to CU customers, as it is the practical explanation which allows base rates to increase, while delivered costs of gas to customers are still expected to be lower than in many prior years, as illustrated by the following graph.



Projected delivered natural gas rates in 2020, after all of the proposed base rate increases have been implemented are expected to average less than they were in 7 of the last 12 complete years.

Impact on Customers

The proposed revenue increase will have the following average impacts on residential and general service (commercial and industrial) monthly natural gas bills. Actual impacts will vary by usage. Customers outside the city limits of Springfield pay 10% more for all natural gas charges.

Fiscal Year	***Residential Service at 65 therms***		***General Service at 372 therms***	
	Typical Monthly Bill	Impact	Typical Monthly Bill	Impact
2017	$49.99	NA	$251.09	NA
2018	$52.72	$2.73	$258.66	$7.57
2019	$54.29	$1.57	$264.06	$5.40
2020	$55.82	$1.53	$269.27	$5.21

Customers served by the *Curtailable Gas Service Rate* will experience decreases in delivered gas rates; although the *Curtailable Gas Service Rate* monthly customer charge is increasing, the base commodity charge for this rate is proposed at a lower rate to more accurately align the rate with costs-to-serve.

Effective Date of Change

If this Ordinance is passed, the gas rates will become effective October 2017. The rates will not be prorated, but will be fully effective for the first regular billing cycle of the month, with changes occurring in October 2017, October 2018, and October 2019.

Submitted by:

Ray Ross, Jr., P.E.
Director – Pricing & Forecasting

Michael Finch
Associate General Manager – Finance
& Chief Financial Officer

Approved:

Scott Miller
General Manager

Exhibit A

RESOLUTION

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri, (the Board) has charter responsibility to take charge and operate the public utilities, including the approval of rate schedules for the benefit of City Utilities (CU) and the citizens of Springfield, Missouri; and

WHEREAS, the Board, through the long-range planning process, which produces the Operating Plan, has identified the need for additional natural gas system revenue; and

WHEREAS, the Board, consistent with its Rate Policy Standard, desires to implement natural gas rates that yield the revenue necessary to provide the level of services required by CU customers; and

WHEREAS, the Board recognizes that the need to continue to invest in infrastructure renewals, especially in the replacement of pipes and appurtenances used to safely and reliably deliver natural gas to customers, requires additional spending; and

WHEREAS, the Board recognizes that in addition to spending supportive of infrastructure renewals, normal inflationary pressures have reduced the effective spending power of revenues secured through existing rates for the delivery of natural gas services to CU customers; and

WHEREAS, the Board has requested the development of a natural gas rate proposal to address the need for additional natural gas system revenue; and

WHEREAS, the Board requested the review of the resulting rate proposal by the City Utilities Citizens Advisory Council; and

WHEREAS, the City Utilities Citizens Advisory Council met and considered the rate proposal on October 6, 2016, conducted a hearing on this date to accept public input with regards to this rate proposal, and did vote to support this rate proposal; and

WHEREAS, the Board, on August 28, 2008, did fix and adopt rate sheets for the sale of natural gas referred to therein as "Residential Gas Service Rate," "General Gas Service Rate," "Curtailable Gas Service Rate," and "Purchased Gas Clause," with such rates approved by City Council on September 29, 2008;" and

WHEREAS, the Board, on August 20, 2015, did fix and adopt rate sheets for the sale of natural gas referred to therein as "High Load Factor General Gas Service Rate," and "General Terms and Conditions Governing Gas Service, with such rates approved by City Council on September 28, 2015;" and

WHEREAS, the Board, after careful consideration and public input, has determined that these gas rate sheets should be revised and supplemented by the adoption of new gas rate sheets.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, that the new rates should be fixed and are hereby adopted in the form attached hereto and incorporated herein by reference known as "Residential Gas Service Rate," "General Gas Service Rate," "Curtailable Gas Service Rate," "High Load Factor General Gas Service Rate," "Purchased Gas Clause," and "General Terms and Conditions Governing Gas Service."

BE IT FURTHER RESOLVED, that upon approval by the City Council of the City of Springfield, Missouri, said "Residential Gas Service Rate," "General Gas Service Rate," "Curtailable Gas

Service Rate," "High Load Factor General Gas Service Rate," "Purchased Gas Clause," and "General Terms and Conditions Governing Gas Service" rate sheets shall become effective for all bills prepared with the first regular billing cycle for October 2017 or the day following approval by City Council, whichever is later; and

BE IT FURTHER RESOLVED, that the Board hereby reserves the right to repeal, change, amend or supplement the schedule(s) at any time and from time to time thereafter, subject to approval by the City Council in accordance with provisions of the City Charter of Springfield, Missouri; and

BE IT FURTHER RESOLVED, that upon the effective date of the rate sheets set out in this Resolution, all prior resolutions or motions, or parts thereof, if any, which may be in conflict with this Resolution, are repealed; and

BE IT FURTHER RESOLVED, that the General Manager and other appropriate personnel are authorized and directed to file a copy of this Resolution with the City Clerk of the City of Springfield, Missouri, and to take such actions as are required and appropriate to obtain approval and enactment by the City Council of the City of Springfield.

CERTIFICATE

The undersigned, Dean Young, Secretary of the Board of Public Utilities of the City of Springfield, Missouri, does hereby certify under his hand and seal of said Board of Public Utilities, that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Public Utilities of the City of Springfield, Missouri, at its regular meeting held on the 27th day of October 2016 pursuant to notice of time and place duly given to all members of said Board, at which meeting a quorum was present and voted throughout.

Dated this 27th day of October 2016.

Dean Young

Dean Young, Secretary

BOARD OF PUBLIC UTILITIES
TELECOMMUNICATIONS
ELECTRIC
NATURAL GAS
WATER
TRANSIT
CITY OF SPRINGFIELD

ATTACHMENT 1

Council Bill No. _____ GAS RATES
General Ordinance _____ Sheet No. 1

CITY UTILITIES OF SPRINGFIELD, MISSOURI
RESIDENTIAL GAS SERVICE RATE

Availability

Service under this rate shall be available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities, for residential domestic housekeeping purposes. Availability is subject to the General Terms and Conditions Governing Gas Service and the Utility Service Rules and Regulations.

Monthly Charges

	Until 10/2018	Until 10/2019	Thereafter
Customer Charge			
Per month.....	$ 14.50	$ 15.25	$ 16.00
Commodity Charge			
For all therms.....	$0.1465 per therm Plus Purchased Gas Cost	$0.1590 per therm Plus Purchased Gas Cost	$0.1710 per therm Plus Purchased Gas Cost

Purchased Gas Cost

Each billing month the Purchased Gas Cost shall be determined in accordance with the Purchased Gas Clause contained in Gas Rates Sheet No. 4.

Outside City Charge

All charges shall be ten (10) percent more per service outside the corporate limits of the City of Springfield, Missouri.

APPROVED BY CITY COUNCIL _____ APPROVED BY BOARD OF PUBLIC UTILITIES
EFFECTIVE Cycle 1, October 2017 OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, November 2009.

ATTACHMENT 2

CITY UTILITIES OF SPRINGFIELD, MISSOURI
GENERAL GAS SERVICE RATE

Availability

Service under this rate shall be available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities, for nonresidential customers. Availability is subject to the General Terms and Conditions Governing Gas Service and the Utility Service Rules and Regulations.

Monthly Charges

	Until 10/2018	Until 10/2019	Thereafter
Customer Charge			
Per month.....	$32.00	$32.75	$33.50
Commodity Charge			
For all therms.....	$0.1465 per therm Plus Purchased Gas Cost	$0.1590 per therm Plus Purchased Gas Cost	$0.1710 per therm Plus Purchased Gas Cost

Purchased Gas Cost

Each billing month the Purchased Gas Cost shall be determined in accordance with the Purchased Gas Clause contained in Gas Rates Sheet No. 4.

Discount

Customers with standby fuel facilities and agreeing to curtail as provided under special contract with City Utilities, shall receive a discount of $0.015 per therm for all therms used.

Outside City Charge

All charges shall be ten (10) percent more per service outside the corporate limits of the City of Springfield, Missouri.

Council Bill No. _____
General Ordinance _____

GAS RATES
Sheet No. 3
(Page 1 of 2)

CITY UTILITIES OF SPRINGFIELD, MISSOURI
CURTAILABLE GAS SERVICE RATE

Availability

Service under this rate shall be available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities, to large nonresidential customers whose use at a single address or location is, or is estimated to be, 30,000 therms or more per month. Service under this rate is interruptible and customers must agree to curtail gas service as provided under special contract with City Utilities. Availability is subject to the General Terms and Conditions Governing Gas Service and the Utility Service Rules and Regulations.

Monthly Charges

	Until 10/2018	Until 10/2019	Thereafter
Customer Charge			
Per month.....	$875.00	$925.00	$950.00
Commodity Charge			
For all therms.....	$0.0440 per therm Plus Curtailable Purchased Gas Cost	$0.0420 per therm Plus Curtailable Purchased Gas Cost	$0.0400 per therm Plus Curtailable Purchased Gas Cost

Curtailable Purchased Gas Cost

Each month the Curtailable Purchased Gas Cost shall be determined in accordance with the following formula:

	Cost of Natural Gas, including transmission services, purchased for resale to curtailable customers
DIVIDED BY:	therms of gas sold to curtailable customers
PLUS:	4% for Payment to the City in Lieu of Taxes and 2% for Gas which is Lost and Unaccounted for

The Curtailable Purchased Gas Cost shall be rounded to the nearest hundredth of a cent and expressed as dollars per therm.

APPROVED BY CITY COUNCIL _____
EFFECTIVE Cycle 1, October 2017

APPROVED BY BOARD OF PUBLIC UTILITIES
OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, November 2008.

CITY UTILITIES OF SPRINGFIELD, MISSOURI
CURTAILABLE GAS SERVICE RATE

Any customer receiving service under this rate and contracting with City Utilities for additional service available from City Utilities' natural gas and/or pipeline suppliers, shall pay the cost of such service plus 4% for Payment to the City in Lieu of Taxes.

Unauthorized Use Charge

During any period that City Utilities, or its gas suppliers, allocates gas or imposes volumetric limitations upon the amount of gas to be served to a customer or customers under this rate, any customer receiving a volume or volumes of gas in excess of the quantity authorized or allocated to such customer, hereinafter called "overrun gas," without prior approval from City Utilities, shall be subject to notice from City Utilities and, after notice once given, to the imposition of an unauthorized use charge. The unauthorized use charge shall be the greater of ten (10) times the average Gas Daily Index for Southern Star Central Gas Pipeline, Inc., or its successors, expressed as dollars per therm or $1.50 for each therm of overrun gas delivered. Such charge shall be in addition to any charges otherwise payable to City Utilities for such overrun gas. The payment of an unauthorized use charge for unauthorized overrun gas deliveries shall not under any circumstances be considered as a substitute for any other remedy available to City Utilities, including, but not limited to, termination or reduction of service.

Outside City Charge

All charges shall be ten (10) percent more per service outside the corporate limits of the City of Springfield, Missouri.

CITY UTILITIES OF SPRINGFIELD, MISSOURI
PURCHASED GAS CLAUSE

Applicability

This Purchased Gas Clause shall be applicable to the calculation of the "Purchased Gas Cost" applied in the Commodity Charge of the Residential Gas Service Rate (Sheet No.1), the General Gas Service Rate (Sheet No. 2), and the High Load Factor General Gas Service Rate (Sheet No. 6). The "Purchased Gas Cost" is designed to collect the delivered cost of natural gas purchased for resale to firm customers served under the Residential, General, and High Load Factor General Gas Service Rates.

The "Purchased Gas Cost" for each billing month shall be the sum of the "Projected Natural Gas Cost" for the billing month and the applicable "Recovery Adjustment Factor."

Projected Natural Gas Cost

"Projected Natural Gas Cost" for each billing month shall be:

	Projected Delivered Cost of Natural Gas purchased for resale to firm customers
DIVIDED BY:	projected firm gas sales in therms
PLUS:	4% for Payment to the City in Lieu of Taxes

The "Projected Natural Gas Cost" shall be rounded to the nearest hundredth of a cent and expressed as dollars per therm.

Recovery Adjustment Factor

The "Recovery Adjustment Factor" shall be calculated semiannually to be effective for the six-month period beginning April and for the six-month period beginning October. The purpose of the "Recovery Adjustment Factor" is to adjust (increase or decrease) the "Purchased Gas Cost" for the under-recovery (over-recovery) of prior purchased gas costs.

CITY UTILITIES OF SPRINGFIELD, MISSOURI
PURCHASED GAS CLAUSE

The "Recovery Adjustment Factor" shall be calculated in accordance with the following formula:

	UNDER-RECOVERY (OVER-RECOVERY) OF PRIOR PURCHASED GAS COST DOLLARS
PLUS:	4% FOR PAYMENT TO THE CITY IN LIEU OF TAXES
DIVIDED BY:	PROJECTED FIRM SALES IN THERMS (for the six months the Recovery Adjustment Factor is to be in effect)

The "Recovery Adjustment Factor" shall be rounded to the nearest hundredth of a cent and expressed as dollars per therm. The "Recovery Adjustment Factor" may either increase or decrease from one calculation to the next.

Definitions

As used herein:

1. The phrase "Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars" shall mean the difference between "Prior Purchased Gas Cost Dollars" and "Purchased Gas Cost Dollars Collected through the Purchased Gas Cost." An under-recovery shall mean that fewer dollars have been collected than have been spent. An over-recovery shall mean that fewer dollars have been spent than have been collected.

2. The phrase "Prior Purchased Gas Cost Dollars" shall mean the actual amounts recorded, through the previous month, for natural gas and transmission services purchased for resale to firm customers. Actual amounts shall include gas purchases, transmission services, gas withdrawn from storage, propane injected into the distribution system for sale to firm customers as expensed, other gas supply expenses, and refunds (less applicable protest expenses), and shall include storage and transmission capacity charges.

3. The phrase "Purchased Gas Cost Dollars Collected through the Purchased Gas Cost" shall mean the dollar amount collected each month, through the previous month, from firm customers. Amounts collected are the product of the monthly Purchased Gas Cost and the monthly volume of firm gas sales in therms, adjusted for Payments to the City in Lieu of Taxes.

CITY UTILITIES OF SPRINGFIELD, MISSOURI
PURCHASED GAS CLAUSE

Emergency Recalculation of the Recovery Adjustment Factor

In the event that the amount of Under-Recovery (Over-Recovery) of prior purchased gas costs exceeds $3,000,000 the Recovery Adjustment Factor may be recalculated. The new Recovery Adjustment Factor shall become effective for the month following approval by the Board of Public Utilities and shall remain in effect until the next scheduled semi-annual change to the Recovery Adjustment Factor.

Conditions

1. Changes to the Purchased Gas Cost shall become effective with the first regular billing cycle for each billing month.

2. A detailed calculation of the Recovery Adjustment Factor and a summary of the Purchased Gas Costs for the previous six months shall be submitted semiannually to the members of the Board of Public Utilities and the members of the City Council of Springfield, Missouri, for information purposes.

3. The power to repeal the Purchased Gas Clause is retained by the City Council of the City of Springfield, Missouri. Repeal of this clause shall be by ordinance. No ordinance repealing the Purchased Gas Clause shall be adopted later than the day which is six months prior to the end of any fiscal year, nor shall it have an effective date other than the end of the fiscal year in which the repealing ordinance was adopted.

ATTACHMENT 5

CITY UTILITIES OF SPRINGFIELD, MISSOURI
GENERAL TERMS AND CONDITIONS GOVERNING GAS SERVICE

1. City Utilities will not furnish free gas for any private use.

2. City Utilities will not furnish auxiliary, standby, or seasonal gas service except as approved by the General Manager of City Utilities.

3. When permanent (continuous, auxiliary, standby, or seasonal) service provided is temporarily discontinued for more than 24 hours due to a customer's request, and then reconnected prior to twelve months, a reconnect charge of the monthly customer charge applicable for each billing month or part thereof that the disconnection is in effect during all billing months of that twelve months shall be charged to such customer. Payment of this charge is a condition for the reconnection of the service and is in addition to the applicable Account Entry Fee.

4. Service is furnished where adequate gas distribution capacity is available and the gas load is approved for service by City Utilities.

5. Service is furnished for the sole use of the customer on premises described in the service application, and there shall be no resale or submetering of gas, except in certain owner-tenant customer relationships approved by City Utilities and in certain fueling facilities. Additionally, customers operating fueling facilities which have been appropriately licensed or approved may sell natural gas purchased from City Utilities as compressed natural gas (CNG) for use as a vehicle fuel, subject to agreement with City Utilities.

6. A separate billing shall be rendered for each point of service, and gas metered to the same customer through two or more points of service at the same premise address shall not be added or cumulated for billing purposes, except where necessary, in the opinion of the General Manager or designee, for the convenience of City Utilities. In no case shall gas metered to the same customer at different premise addresses be added or cumulated for billing purposes.

7. Gas service may be curtailed to any or all classes of customers in emergencies, including firm (non-curtailable) customers. Gas service as herein provided is not guaranteed as to availability or continuation, whether under special contract or not, and may be temporarily or permanently modified, limited or discontinued as supply or delivery conditions dictate or at any time as may be deemed necessary in the sole judgment of City Utilities, without liability whatsoever on the part of City Utilities for any loss, damage, expense or detriment thereby caused or claimed to be caused.

8. The RESIDENTIAL GAS SERVICE RATE shall be applicable to residential customers in separately metered dwellings for domestic housekeeping purposes. Existing master metered, multi-family dwellings of not more than two (2) dwelling units, one of which is owner-occupied, may be served under this rate. Dwellings, also used as places of business requiring a license or registration to operate, shall not be served under this rate.

CITY UTILITIES OF SPRINGFIELD, MISSOURI
GENERAL TERMS AND CONDITIONS GOVERNING GAS SERVICE

9. The GENERAL GAS SERVICE RATE shall be available to nonresidential customers using less than 30,000 therms per month. The GENERAL GAS SERVICE RATE shall not be available to customers using more than 30,000 therms per month, except as approved by the General Manager of City Utilities or designee.

10. No gas customer served under the GENERAL GAS SERVICE RATE shall increase connected gas load more than twenty percent (20%) within any one calendar year or by an amount resulting in a total consumption in any one billing month of 20,000 therms or greater without prior notice to and written consent of City Utilities.

11. The HIGH LOAD FACTOR GENERAL GAS SERVICE RATE shall be available under special contract to nonresidential customers using 30,000 therms or more per month, provided each such customer maintains compliance with the terms of the rate schedule including minimum billing month load factor requirements.

12. The CURTAILABLE GAS SERVICE RATE shall be available on a curtailable basis under special contract to nonresidential customers, provided each such customer curtails use of natural gas when so requested by City Utilities. The CURTAILABLE GAS SERVICE RATE shall not be available to customers using less than 30,000 therms per month, except as approved by the General Manager of City Utilities or designee. No firm load shall be served under this rate.

13. Customers served under the HIGH LOAD FACTOR GENERAL GAS SERVICE RATE and the CURTAILABLE GAS SERVICE RATE shall provide City Utilities access to plant electricity and shall provide the necessary electricity required to power a remote terminal unit (RTU) for metering purposes. Customers shall also provide City Utilities access to plant telephone service or grant public communications access to install communications service for metering purposes. City Utilities will be responsible for installation and modifications required to make electricity and communications available at the gas meter set.

14. Gas service to customers failing to meet the requirements of the General Terms and Conditions Governing Gas Service, any contract with City Utilities for curtailment of natural gas, or any contract with City Utilities for maintaining a minimum billing month load factor, may have service either temporarily or permanently modified, limited or discontinued. Such customer may be reclassified by City Utilities to another Gas Rate as City Utilities determines applicable under its Gas Rates existing at such time of reclassification.

CITY UTILITIES OF SPRINGFIELD, MISSOURI
HIGH LOAD FACTOR GENERAL GAS SERVICE RATE

Applicability

Customers served by this gas rate schedule agree to maintain load factor, as defined by this rate schedule, and are assessed commodity charge components on the basis of load factor.

Availability

Service under this rate shall be available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities, to nonresidential customers whose use at a single address or location is, or is projected by City Utilities to be, 30,000 therms or more per month. Customers must agree to conditions of a special contract with City Utilities. Availability is subject to the General Terms and Conditions Governing Gas Service, the Utility Service Rules and Regulations, and continued compliance with specific requirements in the special contract and within this rate schedule.

Customers served by this gas rate schedule agree to continue service under this schedule for a period not less than two years. Termination of service, through the selection of the customer, prior to the end of the required minimum two year period will result in a termination fee equal to the customer charge times the number of months remaining in the contract minimum term. Customer requests for termination of the contract shall be in writing with a sixty day notification. Failure to provide a sixty day notification will result in a termination fee equal to two times the customer charge, which will be in addition to any other applicable early termination fees.

This gas rate schedule will no longer be available to customers served by this gas rate schedule if the billing month load factor is less than 65% for three consecutive months. Customers previously served by this gas rate schedule, but through customer choice or by failure to comply with the requirements of this rate schedule are no longer served by this rate schedule shall be reassigned to an appropriate rate schedule determined by City Utilities.

Monthly Charges

Customer Charge

Per month.....$950.00

Commodity Charge

Applicable when the billing month load factor is less than 65%
For all therms.....$0.1710 per therm Plus Purchased Gas Cost

Applicable when the billing month load factor is 65% but less than 85%
For all therms.....$0.0592 per therm Plus Purchased Gas Cost

Applicable when the billing month load factor is 85% or greater
For all therms.....$0.0300 per therm Plus Purchased Gas Cost

APPROVED BY CITY COUNCIL _____ APPROVED BY BOARD OF PUBLIC UTILITIES
EFFECTIVE Cycle 1, October 2017 OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, October 2015.

CITY UTILITIES OF SPRINGFIELD, MISSOURI
HIGH LOAD FACTOR GENERAL GAS SERVICE RATE

Purchased Gas Cost

Each billing month the Purchased Gas Cost shall be determined in accordance with the Purchased Gas Clause contained in Gas Rates Sheet No. 4.

Outside City Charge

All charges shall be ten (10) percent more per service outside the corporate limits of the City of Springfield, Missouri.

Billing Month Load Factor

Each billing month the billing month load factor shall be determined as defined herein.

$$\text{Billing Month Load Factor:} \quad \frac{\text{Annual Average Monthly Usage (Therms)}}{\text{Annual Maximum Monthly Usage (Therms)}} \times 100\%$$

1. Annual Average Monthly Usage: The sum of the gas usage (therms) for the most recent twelve, consecutive, monthly natural gas billings, divided by the number of months. If fewer than twelve months are available, the most recent available billing usage and number of months shall be applied.

2. Annual Maximum Monthly Usage: The highest monthly billing gas usage (therms) in the most recent twelve, consecutive, monthly natural gas billings. If fewer than twelve months are available, the highest billing gas usage of the available billing months shall be applied.

3. Month: The term "month" refers to the billing month as determined by City Utilities.

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed: 11-08-16

Sponsored by: Fisk

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 254 GENERAL ORDINANCE NO. _____

AN ORDINANCE

AMENDING Chapter 120, 'Wastewater Regulations,' Article VI, 'Wastewater Charges and Rates,' Section 120-245, 'Rates,' and Section 120-247, 'Extra charges,' of the Springfield City Code, by repealing existing rate schedules effective May 31, 2011, and establishing new rate schedules that provide for three years of annual rate increases, beginning July 1, 2017, which will provide necessary funding for the cost of complying with the Clean Water Act and Missouri Department of Natural Resources mandates. (Environmental Services recommends approval.)

WHEREAS, the City is operating pursuant to an Amended Consent Judgment ("ACJ") with Missouri Department of Natural Resources ("MDNR") to comply with the Clean Water Act ("CWA") pursuant to an approved Overflow Control Plan ("OCP"); and

WHEREAS, six years of initial rate increases to fund the Early Action Plan ("EAP") and ACJ were approved in 2011, with notice additional rate increases would be needed; and

WHEREAS, the next three years of rate increases are now ready for Council review and approval, and City Code Chapter 120, 'Wastewater Regulations,' Article VI, 'Wastewater Charges and Rates,' Section 120-245, 'Rates,' and Section 120-247, 'Extra charges' require revision to reflect the new rates.

NOTE: Language to be added is <u>underlined</u>. Language to be deleted is ~~stricken.~~

<u>Section 1</u> – Springfield City Code Chapter 120, 'Wastewater Regulations,' Article VI, 'Wastewater Charges and Rates,' Section 120-245, 'Rates,' is hereby repealed in its entirety, effective July 1, 2017, and hereby replaced in its entirety with new rate schedules that provide for rate increases annually for three years, beginning July 1, 2017, which section shall read as follows:

~~Sec. 120-245. - Rates.~~

~~For the services rendered to the city or other public authority, the city or authority shall be subject to the same charges provided in this section for other users of the POTW.~~

~~(1) Effective July 1, 2011, the schedule of wastewater service rates shall be as follows:~~

~~a. There shall be assessed to each residential user of the POTW a basic customer charge of $12.43 per month.~~

~~b. There shall be assessed to each nonresidential user of the POTW a basic customer charge of $12.43 per month.~~

~~c. In addition to the basic customer charge per month, there shall be an additional monthly volume charge to all users which shall be computed as follows: $1.22 per each 100 cubic feet or fraction thereof used per month.~~

~~(2) Effective July 1, 2012, the schedule of wastewater service rates shall be as follows:~~

~~a. There shall be assessed to each residential user of the POTW a basic customer charge of $15.91 per month.~~

~~b. There shall be assessed to each nonresidential user of the POTW a basic customer charge of $15.91 per month.~~

~~c. In addition to the basic customer charge per month, there shall be an additional monthly volume charge to all users which shall be computed as follows: $1.56 per each 100 cubic feet or fraction thereof used per month.~~

~~(3) Effective July 1, 2013, the schedule of wastewater service rates shall be as follows:~~

~~a. There shall be assessed to each residential user of the POTW a basic customer charge of $16.55 per month.~~

~~b. There shall be assessed to each nonresidential user of the POTW a basic customer charge of $16.55 per month.~~

~~c. In addition to the basic customer charge per month, there shall be an additional monthly volume charge to all users which shall be computed as follows: $1.62 per each 100 cubic feet or fraction thereof used per month.~~

~~(4) Effective July 1, 2014, the schedule of wastewater service rates shall be as~~

~~follows:~~

~~a. There shall be assessed to each residential user of the POTW a basic customer charge of $17.21 per month.~~

~~b. There shall be assessed to each nonresidential user of the POTW a basic customer charge of $17.21 per month.~~

~~c. In addition to the basic customer charge per month, there shall be an additional monthly volume charge to all users which shall be computed as follows: $1.68 per each 100 cubic feet or fraction thereof used per month.~~

~~(5) Effective July 1, 2015, the schedule of wastewater service rates shall be as follows:~~

~~a. There shall be assessed to each residential user of the POTW a basic customer charge of $17.73 per month.~~

~~b. There shall be assessed to each nonresidential user of the POTW a basic customer charge of $17.73 per month.~~

~~c. In addition to the basic customer charge per month, there shall be an additional monthly volume charge to all users which shall be computed as follows: $1.73 per each 100 cubic feet or fraction thereof used per month.~~

~~(6) Effective July 1, 2016, the schedule of wastewater service rates shall be as follows:~~

~~a. There shall be assessed to each residential user of the POTW a basic customer charge of $18.26 per month.~~

~~b. There shall be assessed to each nonresidential user of the POTW a basic customer charge of $18.26 per month.~~

~~c. In addition to the basic customer charge per month, there shall be an additional monthly volume charge to all users which shall be computed as follows: $1.78 per each 100 cubic feet or fraction thereof used per month.~~

Sec. 120-245. - Rates.

For the services rendered to the city or other public authority, the city or authority shall be subject to the same charges provided in this section for other users of the Publicly Owned Treatment Works (“POTW.”)

(1) Effective July 1, 2017, the schedule of wastewater service rates shall be as follows:

a. There shall be assessed to each residential and non-residential user of the POTW a basic customer charge of $18.52 per month.

b. In addition to the basic customer charge per month, there shall be an additional monthly volume charge to all users which shall be computed as follows: $2.02 per each 100 cubic feet of water, or fraction thereof, used per month.

(2) Effective July 1, 2018, the schedule of wastewater service rates shall be as follows:

a. There shall be assessed to each residential and non-residential user of the POTW a basic customer charge of $19.10 per month.

b. In addition to the basic customer charge per month, there shall be an additional monthly volume charge to all users which shall be computed as follows: $2.21 per each 100 cubic feet of water or fraction thereof used per month.

(3) Effective July 1, 2019, the schedule of wastewater service rates shall be as follows:
a. There shall be assessed to each residential and non-residential user of the POTW a basic customer charge of $19.80 per month.

b. In addition to the basic customer charge per month, there shall be an additional monthly volume charge to all users which shall be computed as follows: $2.40 per each 100 cubic feet of water or fraction thereof used per month.

NOTE: Language to be added is underlined. Language to be deleted is ~~stricken.~~

Section 2 – Chapter 120, 'Wastewater Regulations,' Article VI, 'Wastewater Charges and Rates,' Section 120-247, 'Extra charges,' of the Springfield City Code, is hereby repealed in its entirety, effective July 1, 2017, and hereby replaced in its entirety with new rate schedules that provide for rate increases annually for three years, beginning July 1, 2017, which section shall read as follows:

- ~~**Sec. 120-247. - Extra charges.**~~

~~In order that rates and charges will be equitably related to the service rendered, the city shall, in addition to the charges set forth in section 120-246, assess extra charges for biochemical oxygen demand (BOD) and total suspended solids (TSS) in excess of the amounts thereinafter set forth. The extra charges for biochemical oxygen demand and suspended solids shall be as follows:~~

~~(1) The charges for TSS shall become effective July 1, 2011; Effective January 1, 2012 the current BOD charges will increase as follows:~~

~~a. For five-day biochemical oxygen demand in excess of 1.60 pounds for each 100 cubic feet (256 milligrams per liter) of wastewater, an additional charge of $0.222 shall be made for each such excess pound or fraction thereof.~~

~~b. For total suspended solids in excess of 1.90 pounds for each 100 cubic feet (304 milligrams per liter) of wastewater, an additional charge of $0.087 shall be made for each such excess pound or fraction thereof.~~

~~(2) Effective July 1, 2012:~~

~~a. For five-day biochemical oxygen demand in excess of 1.60 pounds for each 100 cubic feet (256 milligrams per liter) of wastewater, an additional charge of $0.242 shall be made for each such excess pound or fraction thereof.~~

~~b. For total suspended solids in excess of 1.90 pounds for each 100 cubic feet (304 milligrams per liter) of wastewater, an additional charge of $0.111 shall be made for each such excess pound or fraction thereof.~~

~~(3) Effective July 1, 2013:~~

~~a. For five-day biochemical oxygen demand in excess of 1.60 pounds for each 100 cubic feet (256 milligrams per liter) of wastewater, an additional charge of $0.298 shall be made for each such excess pound or fraction thereof.~~

~~b. For total suspended solids in excess of 1.90 pounds for each 100 cubic feet (304 milligrams per liter) of wastewater, an additional charge of $0.115 shall be made for each such excess pound or fraction thereof.~~

~~(4) Effective July 1, 2014:~~

~~a. For five-day biochemical oxygen demand in excess of 1.60 pounds for each 100 cubic feet (256 milligrams per liter) of wastewater, an additional charge of $0.353 shall be made for each such excess pound or fraction thereof.~~

~~b. For total suspended solids in excess of 1.90 pounds for each 100 cubic feet (304 milligrams per liter) of wastewater, an additional charge of $0.120 shall be made for each such excess pound or fraction thereof.~~

~~(5) Effective July 1, 2015:~~

~~a. For five-day biochemical oxygen demand in excess of 1.60 pounds for each 100 cubic feet (256 milligrams per liter) of wastewater, an additional charge of $0.407 shall be made for each such excess pound or fraction thereof.~~

~~b. For total suspended solids in excess of 1.90 pounds for each 100 cubic feet (304 milligrams per liter) of wastewater, an additional charge of $0.124 shall be made for each such excess pound or fraction thereof.~~

- **Sec. 120-247. - Extra charges.**

In order that rates and charges will be equitably related to the service rendered, the city shall, in addition to the charges set forth in section 120-245, assess extra charges for biochemical oxygen demand (BOD) and total suspended solids (TSS) in excess of the amounts thereinafter set forth. The extra charges for BOD and TSS shall be as follows:

(1) Effective July 1, 2017:

a. For BOD in excess of 1.60 pounds for each 100 cubic feet (256 milligrams per liter) of wastewater, an additional charge of $0.300 shall be made for each such excess pound or fraction thereof.

b. For TSS in excess of 1.90 pounds for each 100 cubic feet (304 milligrams per liter) of wastewater, an additional charge of $0.124 shall be made for each such excess pound or fraction thereof.

(2) Effective July 1, 2018:

a. For BOD in excess of 1.60 pounds for each 100 cubic feet (256 milligrams per liter) of wastewater, an additional charge of $0.300 shall be made for each such excess pound or fraction thereof.

b. For TSS in excess of 1.90 pounds for each 100 cubic feet (304 milligrams per liter) of wastewater, an additional charge of $0.124 shall be made for each such excess pound or fraction thereof.

(3) Effective July 1, 2019:

a. For BOD in excess of 1.60 pounds for each 100 cubic feet (256 milligrams per liter) of wastewater, an additional charge of $0.300 shall be made for each such excess pound or fraction thereof.

b. For TSS in excess of 1.90 pounds for each 100 cubic feet (304 milligrams per liter) of wastewater, an additional charge of $0.126 shall be made for each such excess pound or fraction thereof

.

Section 3 – This ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 254

FILED: 11-08-16

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To authorize revised rates for sewer use charges which will provide necessary funding for the cost of complying with the Clean Water Act ("CWA") and Missouri Department of Natural Resources ("MDNR") mandates.

BACKGROUND INFORMATION: The City successfully completed the requirements of a 1995 Consent Decree and the 2011 Early Action Plan ("EAP") executed by the City and MDNR. To further the goal of eliminating sanitary sewer overflows ("SSOs"), the City and MDNR negotiated an Amended Consent Judgment ("ACJ") in May of 2012, and MDNR approved the City's Overflow Control Plan ("OCP") to spend $200 million over ten years, or until 2025. Phased in rate increases for the EAP were approved by Council on or about May 31, 2011, for rate increases between Fiscal Year 2011 and Fiscal Year 2017. The next three year phase of increases to fund the approved OCP from Fiscal Year 2018 to Fiscal Year 2020, are now being proposed. Following these proposed rate increases, the revenue requirements will be re-evaluated and additional rate increases will be proposed to Council for consideration. Current projections indicate that the system-wide rate increases will be approximately 6 percent per year until 2025 at which time the OCP will again be re-evaluated. It is anticipated future rate increases may be required to comply with the CWA.

To determine the appropriate rate increases, a Cost of Service analysis was performed by an independent consultant, Black & Veatch Corporation. Public outreach was performed to gain public input on the user rate increases.

Supports the following Field Guide 2030 goal(s): Chapter 8, Natural Environment; Major Goal 15, Renew and replace aging wastewater infrastructure, prepare for community growth, provide higher levels of service, and maintain regulatory compliance. Optimize existing sanitary sewer system capacity by efficiently operating and effectively operating and maintaining the sewer collection system and treatment facilities, reduce infiltration and inflow (I&I) into the collection system, and provide a high level of service; Objective 15a, Reduce Sanitary Sewer Overflows - Reduce Sanitary Sewer Overflows (SSOs) and bypasses by controlling (I&I) into the Sanitary Sewer Collection System. Increase the frequency of collection system preventive maintenance sewer cleaning. Develop and implement a long-term Overflow Control Plan to provide adequate wet weather capacity and reduce SSOs by conducting a cost-effective analysis to identify the best combination of relief sewers, sewer rehabilitation, and treatment improvements to optimize collection/conveyance, and treatment needs of the wastewater utility. Review and update sanitary sewer design, construction, and rehabilitation standards and procedures for inspection of completed work. Maintain an effective contingency plan to manage unavoidable SSOs including those occurring from unpreventable vandalism, blockages, extreme rainstorms, and acts of nature such as earthquakes, floods, etc. Rehabilitate

vitrified clay pipes (VCP) in select sub-basins, conduct flow monitoring to measure the amount of I&I reduction achieved, and update the long-term Overflow Control Plan based upon the results of these activities. Find public and private sources of rainwater that doesn't belong in the sanitary sewer system, and take corrective action to remove those sources of rainwater I&I so our system doesn't overflow, and the treatment plants don't treat excess rainwater; and Inform the public about how they can help identify and eliminate private I&I flows into the collection system and reduce system operation costs, and maintenance costs, and future system capital improvement costs for additional capacity.

REMARKS: The proposed revisions to residential and non-residential user rates will be implemented pursuant to the schedule attached hereto as "Exhibit A". There is a separate charge for FOG (fats, oils and grease) and Pretreatment Program fees that are a part of the Master Fee Ordinance, as those fees can change annually.

The Department of Environmental Services recommends approval of the proposed rate increases from Fiscal Year 2018 to Fiscal Year 2020 to fund the ACJ requirements of the OCP required by CWA.

Submitted by:

Errin Kemper,
Asst. Director of Environmental Services

Recommended by:

Steve Meyer,
Director of Environmental Services

Approved by:

Greg Burris,
City Manager

Exhibit A

Appendix A

Line No.	Description	Existing 2017	Proposed 2018	Proposed 2019	Proposed 2020
1	Customer Charge	$ 18.26	$ 18.52	$ 19.10	$ 19.80
2	Volume Charge	$ 1.78	$ 2.02	$ 2.21	$ 2.40
3	BOD	$ 0.407	$ 0.300	$ 0.300	$ 0.300
4	TSS	$ 0.124	$ 0.124	$ 0.124	$ 0.126

Emer. _____
P. Hrngs. _____
Pgs. 10
Filed: 11-08-16

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 255 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to execute a Preliminary Funding Agreement between the City of Springfield, Missouri, and 3M Company; authorizing the execution of documents; and the taking of actions consistent therewith; and amending the budget provided for the Department of Planning and Development for Fiscal Year 2016-2017, in the amount of $25,000.

_____

WHEREAS, the City of Springfield, Missouri, has received an application from 3M Company ("3M") for the use of incentives under the provisions of Sections 100.010 to 100.200 ("Application") of the Missouri Revised Statutes, as amended (the "Act"); and

WHEREAS, the City desires to retain certain consultants to assist in evaluating the Application and to prepare certain documents in connection therewith; and

WHEREAS, the City does not have a source of funds to finance costs to retain such consultants, and 3M (together with its successors or assigns, the "Applicant") has agreed to deposit funds with the City for that purpose; and

WHEREAS, the City and the Applicant desire to enter into a Preliminary Funding Agreement to establish the terms of such deposit of funds; and

WHEREAS, an amendment to the budget for the Department of Planning and Development for Fiscal Year 2016-2017 has been approved and recommended by the City Manager.

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

Section 1 − The City Manager, or his designee, is hereby authorized to execute a Preliminary Funding Agreement with 3M, said agreement to be substantially in the form and content as that document attached hereto and incorporated herein by reference as "Exhibit A."

Section 2 − The City Manager, City Clerk, and other appropriate officers of the City are hereby authorized and directed to execute, attest, acknowledge, and deliver for and on behalf of, and as the act and deed of the City, the Preliminary Funding Agreement and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3 − The City Manager shall be, and hereby is, authorized and directed to execute all documents and take such actions as he may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with, and perform the duties of the City with respect to the Preliminary Funding Agreement, to make alterations, changes, or additions thereto, and any other agreements, statements, instruments, and other documents herein approved, authorized, and confirmed which he may approve.

Section 4 − The budget for Fiscal Year 2016-2017 of the Department of Planning and Development is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0019, a copy of which is attached hereto and incorporated herein by reference as “Exhibit B.”

Section 5 − The City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

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

Section 7 − The sections of this Ordinance shall be severable. In the event any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance shall be deemed valid, unless the court finds the valid sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon the void sections, that it cannot be presumed that City Council would have enacted the valid sections without those deemed invalid; or unless the court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

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

Passed at meeting: _____

_____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council Action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 255

FILED: 11-08-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To authorize the City Manager, or his designee, to execute on behalf of the City of Springfield, Missouri, a Preliminary Funding Agreement between the City and 3M Company ("3M"); authorizing the execution of documents; and the taking of actions consistent therewith; and amending the budget provided for the Planning and Development Department of the City of Springfield, Missouri, for Fiscal Year 2016-2017, in the amount of $25,000. (Staff recommends approval subject to Council approval of a related Resolution of Intent.)

BACKGROUND INFORMATION: In a separate agenda item, City Council has considered a Resolution of Intent related to Chapter 100 Bonds for 3M. To move forward with the items contemplated by the Resolution of Intent, and consistent with City policy and recent practice, the City will retain Gilmore & Bell, P.C. to begin preparing necessary documents. This Ordinance will approve a Preliminary Funding Agreement ("Agreement") whereby the developer will pay for the preparation of the documents.

Approval of this Agreement does not approve the issuance of bonds or any document other than the Agreement. The Agreement expressly provides in paragraph 8 that all future approvals are subject to Council's approval and discretion.

The Agreement requires that 3M deposit $25,000 with the City in order to fund legal costs associated with the bond issuance.

This Ordinance supports the following Field Guide 2030 goal(s): Chapter 3, Economic Development; Major Goal 2, Aggressively use Economic Development Incentives to encourage investment in the community and to encourage job creation and retention; Objective 2b, Continue to explore creative and flexible methods to attract and retain jobs and business investment in the community.

REMARKS: Staff recommends approval, provided that Council approves the related Resolution of Intent also on Council's agenda. In the event that Council votes down the Resolution of Intent, there would be no reason to move forward with this Ordinance.

Submitted by:

Sarah Kerner

Sarah Kerner, Interim Economic Development Director

Mary Lilly Smith, Planning and Development Director

Greg Burris, City Manager

Exhibit A

PRELIMINARY FUNDING AGREEMENT

This **PRELIMINARY FUNDING AGREEMENT** ("Agreement") is entered into this _____ day of _____, 2016, between the **CITY OF SPRINGFIELD, MISSOURI** (the "City"), and **[3M COMPANY]**, a [Delaware] corporation (together with its successors or assigns the "Developer").

RECITALS

WHEREAS, the City is a constitutional charter city incorporated and exercising governmental functions and powers pursuant to its charter and the Constitution and the Revised Statutes of the State of Missouri; and

WHEREAS, the Developer is a [Delaware] corporation and is authorized to conduct business in the State of Missouri; and

WHEREAS, the City has been requested by the Developer to consider an application (the "Application") for the City to issue a series of bonds (the "Bonds") in the approximate amount of $15,000,000 for the purpose of financing a project for industrial development under the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri (the "Act"); and

WHEREAS, if the Application is approved by the City, the City may be requested to provide such other services and assistance as may be required to implement and administer the Application through its completion; and

WHEREAS, the City does not have a source of funds to finance costs incurred for additional legal, financial and other consultants or for direct out-of-pocket expenses and other costs resulting from activities necessary to review, evaluate, process and consider the Application; and

WHEREAS, it is the City's policy that a Developer who desires assistance from the City in a public-private partnership or through the use of economic incentive tools shall demonstrate the financial ability to allow for the full and fair evaluation by the City of all development proposals and requests for economic incentives from the City; and

WHEREAS, in order for the City to fully consider and evaluate the Application, the Developer seeks to deposit funds with the City to be used by the City to pay for actual out-of-pocket expenses necessary to perform a full evaluation of the Application and engage consultants as needed for such evaluation.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services to be Performed by Gilmore & Bell, P.C. on Behalf of the City.**

Gilmore & Bell, P.C., on behalf of the City shall:

A. Prepare a proposed plan for industrial development conforming with the Act (the "Plan");

B. Prepare a bond ordinance (the "Ordinance") and resolution of intent (the "Resolution of Intent") for consideration by the City Council of the City; and

C. Prepare a bond trust indenture (the "Indenture"), lease-purchase agreement (the "Lease Agreement") and PILOT Agreement (the "PILOT Agreement") for the transaction.

2. **Expenses.** The cost of preparing the Chapter 100 Plan and the cost-benefit analysis and preparing the Resolution of Intent will be $5,000, which amount is due upon the later of the adoption of the Resolution of Intent or the execution of both parties of this Agreement (the "Deposit"). An additional $5,000 would be due upon the distribution by Gilmore & Bell, P.C. of the initial drafts of the Ordinance, Indenture and Lease Agreement, and a further additional amount of $15,000 would be due at the time the Bond issue is closed or termination of this Preliminary Funding Agreement, whichever first occurs (collectively, the "Additional Funds").

3. **Additional Funding.**

A. The City shall submit statements to the Developer for the amounts due as set forth under **Section 2.** The Developer shall pay the City the amounts set forth on such statements within ten (10) days of receipt thereof, provided that the final $15,000 payment shall be paid concurrently with the closing of the Bonds. If such funds are not so received, the unpaid balance shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed twenty-four percent (24%) per annum, and City shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to **Section 6**. Developer shall supply the Deposit and Additional Funds in a timely manner so that City activities may continue without interruption.

B. The City and the Developer agree that the expenses incurred hereunder will be related to the City retaining Gilmore & Bell, P.C., for special legal counsel and bond counsel services. The parties agree that Gilmore & Bell, P.C. will represent only the City in the transaction and that an attorney-client relationship will exist between Gilmore & Bell, P.C. and the City.

4. **Disbursement of Funds.** The City shall disburse the Deposit and Additional Funds for payment in accordance with its normal procedures.

5. **Further Administration and Expenses**. The documents authorizing the issuance of the Bonds are anticipated to commit the Developer to payment of certain ongoing fees and expenses as shall be set forth therein.

6. **Termination.**

A. In the event the Developer fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, at its sole discretion if the Developer fails to cure the default within ten (10) days after written notice to the Developer of the default. Termination by the City shall also terminate any duties and obligations of the City with respect to this Agreement, including, but not limited to, the City's processing of Developer's Application and preparation, review and processing of the Documents. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to pay or reimburse the City for all expenses incurred under this Agreement to the date of termination.

B. The parties hereto acknowledge that the Developer may determine to abandon the Application. Upon written notice of abandonment by the Developer, this Agreement shall terminate and the City may terminate any other agreement between the parties and shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreement.

C. Upon termination of this Agreement, in the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Developer shall reimburse the City within ten (10) days an amount equal to the City's unreimbursed expenses in connection with this Agreement. After termination of this Agreement, any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, the City shall be returned to the Developer.

D. This Agreement may be terminated by mutual agreement of the City and the Developer.

7. **Notice.** Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:	To the Developer:
City of Springfield, Missouri 840 Boonville Springfield, Missouri 65801 Attn: City Attorney	[3M Company _____ _____ Attn: _____]
With a copy to:	With a copy to:
Rick McConnell Gilmore & Bell, P.C., Suite 1100 2405 Grand Blvd. Kansas City, Missouri 64108	[_____ _____ _____ _____]

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

8. **City Requirements and Prior Approval.** The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of Developer's property. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development, including the Application. The parties understand that the City may not lawfully contract away its police powers and that approval of the Application and any zoning, subdivision and similar development applications cannot be contractually guaranteed. This Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider the Application in accordance with the Act and all applicable laws any other applications with respect to development of Developer's property.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Greg Burris, City Manager

(SEAL)

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

[3M COMPANY]

By: _____

Name: _____

Title: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

BA Number 0019

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	17	60210	414110	TBD	00000	25,000.00	Reimbursements from 3M
Net Revenue Adjustment						25,000.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	17	60210	504580	TBD	00000	25,000.00	Other Professional Services
Net Expenditure Adjustment						25,000.00	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: This budget adjustment is for a funding agreement between the City of Springfield and 3M.

Requested By:

Sarah Kerner 11/8/16

Department Head Date

Approved By:

11/8/16

Interim Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2016-255

Ordinance No.

1st Reading

2nd Reading

Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 11-08-16

Sponsored by: McClure

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 256 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

AUTHORIZING an increased level of property tax abatement from 50 percent to 75 percent on new improvements to real property located in the Springfield Enhanced Enterprise Zone for the 3M Company in recognition of the 92 high-quality jobs the company's proposed plant expansion will bring to the Springfield community.

_____

WHEREAS, the City of Springfield has participated in the State Enterprise Zone Program since 1984; and

WHEREAS, the Enterprise Zone Program is a state and local initiative designed to promote investment and create jobs in areas with lower income and higher levels of unemployment than the state average as well as provide assistance for areas subject to natural disasters when the Governor has declared such and sought federal aid; and

WHEREAS, in 2004 the Missouri General Assembly established the Enhanced Enterprise Zone Program to take the place of the original Enterprise Zone Program, under which local jurisdictions may offer up to 100 percent property tax abatement on the value of new improvements for 25 years to qualified businesses that locate or expand within an established zone; and

WHEREAS, The Springfield Enhanced Enterprise Zone (“EEZ”) was established in 2005 to provide incentives to qualified businesses that locate or expand within the EEZ at a rate of 50 percent abatement of property taxes on improvements to real property for a period of 10 years and the City in 2005 established the Springfield Enhanced Enterprise Zone Program(“EEZP”); and

WHEREAS, the EEZP is an integral part of the Partnership for Economic Development's efforts to create and maintain a diversified job base in the Springfield Metro area and the effort is consistent with Council's policy to promote economic development and enhanced quality of life; and

WHEREAS, it is consistent with adopted City policy set forth in the Economic Development Incentives Policy Manual (Resolution No. 9855, Resolution No. 10127) for City Council to consider additional incentives for projects that create or retain quality jobs that pay wages equal to or higher than the Greene County average wage and offer competitive benefits; and it is appropriate to amend the level of incentives to further the goals of the EEZP with those amendments being consistent with the general policies set forth in the Economic Development Incentives Policy, (Resolution No. 9855, Resolution No. 10127); and

WHEREAS, 3M Company proposes to create 92 new jobs that meet this criteria; and

WHEREAS, 3M Company desires to receive EEZP benefits at a rate which currently exceeds the 50 percent rate of abatement authorized by Council, (to wit 75 percent), and

WHEREAS, the City likewise desires to extend such benefit to the 3M Company.

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

Section 1 – The City Council hereby authorizes 75 percent property tax abatement on new improvements to real property within the Springfield Enhanced Enterprise Zone made by 3M Company for a period of 10 years.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-256

FILED: 11-08-16

ORIGINATING DEPARTMENT: Planning and Development Department

PURPOSE: To adopt an increased level of property tax abatement from 50 percent to 75 percent on new improvements to real property located in the Springfield Enhanced Enterprise Zone for the 3M Company in recognition of the 92 high-quality jobs the company's proposed plant expansion will bring to the Springfield community.

BACKGROUND INFORMATION: The Springfield Enhanced Enterprise Zone (EEZ) was established in 2005 to provide incentives to qualified businesses that locate or expand within the Zone. Qualified businesses are eligible to receive state tax credits for investment and job creation, and local property tax abatement on new improvements to real property. Special Ordinance No. 24774 authorized the level of abatement offered to qualified businesses to be 50% on new improvements for 10 years. Eligibility criteria for a business to receive EEZ benefits were adopted by Special Ordinance No. 24774 and updated in 2010 by Special Ordinance No. 25713. Because this request is for 75% abatement -- above the level authorized by City Council in Special Ordinance Nos. 24774 and No. 25713 -- Council approval is required. This request is consistent with the general policies set forth in the Economic Development Incentives Policy, adopted by Resolution No. 9855 in February 2011 and amended by Resolution No. 10127, May 2014:

- The City will consider additional incentives for projects that create or retain quality jobs that pay wages equal to or higher than the Greene County average wage and offer competitive benefits.
- Since each project is unique, every proposal will be evaluated under the City's Policies on its individual merit and overall contribution to the local economy and the City's goals.

Staff recommends approval.

This Odinance supports the following Field Guide 2030 goal(s): Chapter 3, Economic Development; Major Goal 2, Aggressively use Economic Development Incentives to encourage investment in the community and to encourage job creation and retention; Objective 2b, Continue to explore creative and flexible methods to attract and retain jobs and business investment in the community.

REMARKS: 3M's investment would result in the creation of approximately 92 new jobs with an associated average beginning annual wage of $57,663, or $82,300 when the value of employee benefits is included. These additional jobs will result in annual payroll addition of over $5,305,000. The total annual salaries and wages for the Springfield 3M plant exceeds $28 million. Annual turnover is less than four percent and the average term of service is 14 years. The Greene County annual average wage is $39,387. Average

county wage data was obtained from the Missouri Department of Economic Development and is are based on Census of Employment and Wages, MERIC. This information is valid through July 1, 2017.

Submitted by:

Sarah Kerner

Sarah Kerner,
Interim Economic Development Director

Recommended by:

Mary Lilly Smith

Mary Lilly Smith,
Planning and Development Director

Approved by:

Greg Burris

Greg Burris, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 10-25-16

Sponsored by: Fulnecky

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016-258 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

APPROVING and authorizing the purchase of a Caterpillar D8T bulldozer from Caterpillar Inc., through the National Intergovernmental Purchasing Alliance, for the Springfield Sanitary Landfill; and approving a budget adjustment to amend the Fiscal Year 2016-2017 budget of the Department of Environmental Services Solid Waste Management Enterprise Fund in the amount $825,000.00.

_____

WHEREAS, the current 1996 model TD25M bulldozer used by the Solid Waste Management Division at the Springfield Sanitary Landfill has 14,375 operating hours and is on the Solid Waste Management Division equipment replacement schedule for Fiscal Year 2018; and

WHEREAS, the current bulldozer used at the Springfield Sanitary Landfill has experienced serious mechanical issues with required repairs estimated to cost between $15,000 to $60,000 without assurance such repairs will extend the useful life of the machine; and

WHEREAS, a Caterpillar D8T bulldozer can be purchased from the National Intergovernmental Purchasing Alliance ("NIPA") for $825,000, and will be covered by fund balance reserves of the Solid Waste Enterprise Fund.

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

Section 1 – The City Manager is hereby authorized to enter into a contract with NIPA to purchase a new Caterpillar D8T bulldozer to replace the current 1996 model TD25M bulldozer for use at the Springfield Sanitary Landfill, and to do all things necessary to carry out the terms of the contract.

Section 2 – The budget of the Environmental Services Department, Solid Waste Management Enterprise Fund, for Fiscal Year 2016-2017 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0014, a copy of

which is attached hereto and incorporated herein by reference as "Exhibit A."

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-258

FILED: 10-25-16

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To approve a budget adjustment amending the Fiscal Year 2016-2017 budget of the Department of Environmental Services Solid Waste Management Enterprise Fund in the amount of $825,000 by appropriating fund balance reserves of said fund, for the purpose of purchasing a Caterpillar D8T bulldozer for the Springfield Sanitary Landfill.

BACKGROUND: The Solid Waste Management Division is proposing to purchase a new D8T bulldozer to replace the current 1996 model TD25M bulldozer scheduled for replacement in Fiscal Year 2018. The current TD25M recently experienced serious mechanical issues with repairs estimated at a minimum of $15,000, and potentially up to $60,000. These repairs may not extend the useful life of the machine which currently has 14,375 operating hours. The new bulldozer will be equipped with CAT Grade Control 3D which will assist the operators with site survey compliance and construction activities at the facility.

The D8T bulldozer will be purchased from the National Intergovernmental Purchasing Alliance ("NIPA") Contract with Caterpillar Inc. The D8T bulldozer is included in the Solid Waste Division's equipment replacement schedule. The initial cost of the new bulldozer will be covered by fund balance reserves of the Solid Waste Enterprise Fund.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 5, Protect and preserve our natural resources for future generations; Objective 5c, Protect our caves and karst ecosystems which contain plants, animals, and natural communities that depend on the surrounding land and water to thrive and survive. Objective can begin within first five years.

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

Submitted by:

Errin Kemper,
Asst. Director of Environmental Services

Recommended by:

Steve Meyer,
Director of Environmental Services

Approved by:

Greg Burris,
City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

BA Number	0014

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
55010	08	36510	414080	000000	00000	825,000.00	Fund Balance Appropriation
Net Revenue Adjustment						825,000.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
55010	08	36510	508170	000000	00000	825,000.00	Purchase of New Bulldozer for Landfill
Net Expenditure Adjustment						825,000.00	

Fund Balance Appropriation:

Fund	Title	Amount
55010	Solid Waste Disposal Fund	-

Explanation: To appropriate fund balance reserves of the Solid Waste Enterprise Fund for the purchase of a new Caterpillar D8T Bulldozer for the Landfill.

Requested By:

Stephen Meyer 11/8/16
Department Head Date

Approved By:

11/8/16
Interim Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2016-258
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 10-25-16

Sponsored by: Fishel

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 259 GENERAL ORDINANCE NO. _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 98, 'Streets, Sidewalks and Public Places,' by amending language in Section 98-292, 'Loan program for installation of sewer laterals;' to increase the maximum loan amount to $20,000; to make lateral loans available to facilities with existing laterals that are failing; and to change the annual interest rate to an interest rate established by the 10-year treasury bill rate at the time a loan is made.

WHEREAS, Chapter 98, 'Streets, Sidewalks and Public Places,' Article VI, 'Improvements,' Division 4 – 'Sewers,' Section 98-292 – 'Loan program for installation of sewer laterals,' established a loan program to assist property owners with septic systems to connect to public sanitary sewers, in part, to protect the environment; and

WHEREAS, the City is under an Amended Consent Judgment (ACJ) to reduce sanitary sewer overflows (SSOs) that are harmful to the environment, which are caused in part by excessive sources of inflow and infiltration (I&I), and defective sewer laterals have been shown to be a significant source of I&I in the sewer system; and

WHEREAS, expanding the lateral loan program to include citizens currently connected to public sanitary sewer but who also have a lateral that has failed can eliminate defective laterals that will both reduce I&I requirements in accordance with the ACJ, while protecting the environment; and

WHEREAS, the cost of installing or replacing a sewer lateral has increased.

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

NOTE: Language to be added is <u>underlined</u>. Language to be deleted is ~~stricken.~~

<u>Section 1</u> – The Springfield City Code, Chapter 98, 'Streets, Sidewalks and Public Places,' Article VI, 'Improvements,' Division 4 – 'Sewers,' Section 98-292 – 'Loan program for installation of sewer laterals' is hereby amended and revised as follows:

(a) The finance department is authorized to administer a loan program for the installation of sewer laterals to serve buildings within the city which are either served by septic systems and ~~which~~ have available access to public sanitary sewers, or are served by public sanitary sewer but have a failed private lateral line.

(b) The director of finance is authorized to promulgate rules and regulations to implement the program, subject to approval by the city manager and notice to the city council. Such rules and regulations shall become effective 20 days after they have been filed with the city clerk, with notice thereof to the city council.

(c) The rules and regulations shall include but not be limited to the following criteria:

(1) Installation of sewer laterals financed pursuant to this program shall be by plumbers licensed by the city, and all necessary permits to perform such work must be obtained.

(2) Disbursements of loans to borrowers shall be by check, payable jointly to the borrower and the ~~person who~~ licensed plumber who installed the sewer lateral, after the installation has been satisfactorily completed, inspected and accepted.

(3) The maximum amount of any loan for installation of a sewer lateral to serve a lot or tract of record shall not exceed ~~$5,000.00~~$20,000.00, to be repaid in monthly payments over 120 months at an interest rate ~~of six percent per annum~~ established by the 10-year treasury bills at the time of the loan. Borrowers shall be required to execute such notes and deeds of trust as may be required by the director of finance to grant the city a secured lien on the real property served by the sewer lateral. Notwithstanding the provisions of this subsection, the unpaid balance of the loan, together with accrued interest, shall become due and payable upon sale or transfer of such real property, whether voluntary or involuntary.

Section 3 – Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance.

Section 4 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 259

FILED: 10-25-16

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To Amend Chapter 98 of the Springfield City Code, 'Improvements,' by revising Section 98-292 of Article VI, Division 4, entitled 'Loan program for installation of sewer laterals,' to increase the maximum loan amount in the City's loan program to assist property owners served by septic systems to connect to sanitary sewers; and to make such loans available to facilities with existing laterals that are failing; and to change the annual interest rate from 6% to an interest rate established by the 10-year treasury bills at the time of the loan.

BACKGROUND INFORMATION: In 1997, the City established a sewer lateral loan program to assist property owners that are served by septic systems to connect to the City's sanitary sewer system. The purpose of the program was to eliminate potential environmental contamination coming from failing septic systems. In 2015, the City received Missouri Department of Natural Resources (MDNR) approval of an Amended Consent Judgment (ACJ) and Overflow Control Plan (OCP) with the goal of reducing Sanitary Sewer Overflows (SSOs), in part, by reducing the sources of Inflow and Infiltration (I&I) into the sewer system. Defective sewer laterals have been shown to be a significant source of I&I in the sewer system, as well as a source of environmental contamination.

Due to rising cost of lateral replacement and the public benefit realized by replacing defective laterals, the Department of Environmental Services is proposing to expand the program to include citizens who are currently connected to sanitary sewer, but who also have a lateral that has failed; and to raise the maximum loan amount for sewer lateral system installation from $5,000 to $20,000. Environmental Services also proposes to set an internal policy of an annual cap of $500,000 to be spent on lateral loans in any one fiscal year. The cash for this loan program will be provided by the Environmental Services Clean Water Enterprise Fund. Lateral loans are not an "expense" and are recorded as an amount due from the property owners since the loans are repaid back to the Clean Water Enterprise Fund. Therefore, no budget adjustment is needed for this Council bill.

The rules for implementing this program shall include, but not be limited to:

1. Installation of sewer laterals financed pursuant to this program shall be by plumbers licensed by the City of Springfield, and all necessary permits to perform such work must be obtained.

2. Disbursements of loans to borrowers shall be by check, payable jointly to the borrower and the licensed plumber who installed the sewer lateral, after the installation has been satisfactorily completed, inspected and accepted.

3. The maximum amount of any loan for installation of a sewer lateral to serve a lot or tract of record shall not exceed $20,000.00, to be repaid in monthly payments over 120 months at an interest rate established by the 10-year treasury bills at the time of the loan. Borrowers shall be required to execute such note(s) and deed(s) of trust, as may be required by the director of finance to grant the city a secured lien on the real property served by the sewer lateral. Notwithstanding the provisions of this subsection, the unpaid balance of the loan, together with the accrued interest, shall become due and payable upon sale or transfer of such real property whether voluntary or involuntary.

This Ordinance supports the following Field Guide 2030 goal: Chapter 8, Natural Environment; Major Goal 15, Renew and replace aging wastewater infrastructure, prepare for community growth, provide higher levels of service, and maintain regulatory compliance. Optimize existing sanitary sewer system capacity by efficiently operating and effectively operating and maintaining the sewer collection system and treatment facilities, reduce infiltration and inflow (I&I) into the collection system, and provide a high level of service; Objective 15a, Reduce Sanitary Sewer Overflows - Reduce Sanitary Sewer Overflows (SSOs) and bypasses by controlling Infiltration and Inflow (I&I) into the Sanitary Sewer Collection System. Increase the frequency of collection system preventive maintenance sewer cleaning. Develop and implement a long-term Overflow Control Plan to provide adequate wet weather capacity and reduce SSOs by conducting a cost-effective analysis to identify the best combination of relief sewers, sewer rehabilitation, and treatment improvements to optimize collection/conveyance, and treatment needs of the wastewater utility. Review and update sanitary sewer design, construction, and rehabilitation standards and procedures for inspection of completed work; Maintain an effective contingency plan to manage unavoidable SSOs including those occurring from unpreventable vandalism, blockages, extreme rainstorms, and acts of nature such as earthquakes, floods, etc.; Rehabilitate vitrified clay pipes (VCP) in select sub-basins, conduct flow monitoring to measure the amount of I&I reduction achieved, and update the long-term Overflow Control Plan based upon the results of these activities. Find public and private sources of rainwater that do not belong in the sanitary sewer system, and take corrective action to remove those sources of rainwater I&I so our system doesn't overflow, and the treatment plants don't treat excess rainwater; and Inform the public about how they can help identify and eliminate private I&I flows into the collection system and reduce system operation costs, and maintenance costs, and future system capital improvement costs for additional capacity.

REMARKS: This Council bill will assist citizens in connecting to the sanitary sewer system when it becomes available, will assist citizens in replacing their lateral when it becomes defective, and will provide a cost effective approach to removing Inflow and Infiltration from the sewer system. Environmental Services recommends passing this Ordinance.

Submitted by:

Errin Kemper,
Asst. Director of Environmental Services

Recommended by:

Steve Meyer,
Director of Environmental Services

Approved by:

Greg Burris,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 17
Filed: 11-08-16

Sponsored by: Fishel

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 260 GENERAL ORDINANCE NO. _____

AN ORDINANCE

AMENDING Chapter 106 of the Springfield, Missouri, City Code, titled 'Traffic and Vehicles,' Article VI, 'Stopping, Standing and Parking,' Division 8, 'Off-Street Parking Lots,' Subdivision I, 'Generally,' for the purpose of revising and simplifying public parking regulations on certain City-owned parking lots.

_____

WHEREAS, the demand for public parking in downtown Springfield has changed due to the continued revitalization of the downtown area; and

WHEREAS, the City owns and regulates certain parking facilities in the downtown area; and

WHEREAS, the City wishes to update the regulations of said parking lots to allow for a more efficient use of City owned parking facilities and to provide a legal basis for parking enforcement.

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

Section 1 – Chapter 106 of the Springfield, Missouri, City Code, 'Traffic and Vehicles,' Article VI, 'Stopping, Standing and Parking,' Division 8, 'Off-Street Parking Lots,' Subdivision I, 'Generally,' is hereby amended as follows (Note: Underlined language is to be added. ~~Stricken~~ language is to be removed):

Sec. 106-401. - Public Parking Lots declared; designation of same.

(a) The following City-owned parking lots are hereby declared to be Public Parking Lots and are designated as provided below:

(1) The City-owned lots located at the northwest and southwest corners of Boonville Avenue and Brower Street and available parking areas on that City property situated east of Boonville Avenue, south of Central Street,

west of Jefferson Avenue and north of Chestnut Expressway is hereby designated as Public Parking Lot Number 1,

(2) The City owned lot located on the northwest corner of Boonville Avenue and Olive Street is hereby designated as Public Parking Lot Number 2,

(3) The City owned lot located on the northeast corner of Boonville Avenue and Olive Street is hereby designated as Public Parking Lot Number 3,

(4) The City owned lot located on the northeast corner of College Street and Campbell Avenue is hereby designated as Public Parking Lot Number 4,

(5) The City owned lot located at the northeast corner of Campbell Avenue and Pacific Street is hereby designated as Public Parking Lot Number 5,

(6) The City owned lot located in the southwest corner of Robberson Avenue and Pacific Street is hereby designated as Public Parking Lot Number 6,

(7) The City owned lot located at the southwest corner of Jefferson Avenue and Blaine Street is hereby designated as Public Parking Lot Number 7.

(b) A map showing the general location of the above designated parking lots is attached to this Ordinance as “Exhibit A.” This map is not set out herein but is on file in the office of the City Clerk.

Sec. 106-402. - Maximum size of vehicles permitted on Public Parking Lots; Sale of goods prohibited on same; City Manager authorized to provide otherwise.

(a) No person shall park on any Public Parking Lot, as designated in section 106-401, any vehicle greater than eight feet in width or greater than 23 feet long, including any projection thereof.

(b) No person shall park on any Public Parking Lot any vehicle for the purpose of selling, displaying or offering for sale any goods, wares, or merchandise.

(c) Notwithstanding sections (a) and (b) of this section, the City Manager is authorized to waive the requirements contained in section (a) and (b) of this section.

Sec. 106-403. – Regulation of designated Public Parking Lots.

(a) *Authority of city manager to regulate use of Public Parking Lot Number 1.*

(1) In order to provide for public access to City government facilities and to provide for the parking of city employees and officials, the City Manager is hereby authorized to:

a. Adopt rules and regulations pertaining to the public's use of Public Parking Lot Number 1, as may be necessary to provide adequate public parking for the patrons of City government facilities.

b. Adopt rules and regulations pertaining to the use of Public Parking Lot Number 1 in order to provide adequate parking for city officials and employees. Such rules and regulations may prohibit those other than city officials and city employees from parking in designated areas at designated times and may provide for the issuance of stickers or other identifying emblems to city officials and employees in order to identify their vehicles.

(2) If the City Manager finds that portions of Public Parking Lot Number 1 are not needed to provide for adequate public parking for the patrons of City government facilities and that they are not needed for city officials and employees, the City Manager may then provide for the leasing of such portions, upon such rules and regulations as the City Manager may adopt, to private individuals.

(3) No rule or regulation adopted by the City Manager pursuant to this subsection shall be in force or effect until said rule or regulation shall have been filed in the office of the City Clerk for at least five days, and shall continue to be on file thereafter until said rule is replaced or repealed, and no rule or regulation prohibiting or restricting parking on Parking Lot Number 1 shall be effective unless adequate signs shall first have been erected giving notice of such restrictions.

(4) Any person violating any of the rules and regulations adopted by the City Manager under the provisions of this subsection shall be guilty of a misdemeanor and shall be punished as provided under section 1-7

(b) *Two-hour parking in Public Parking Lot Numbers 2, 3, and 4.*

(1) Parking on Public Parking Lot Numbers 2, 3, & 4 shall be limited to two-hour parking, upon appropriate signs being placed on the lots indicating that parking within said lots is limited to two-hour and stating the hours and days during which such limitations are applicable.

(2) When such signs are placed on Lot Number 2, 3 or 4, the following regulations shall apply:

a. No person shall park any motor vehicle for more than two hours between the hours of 8:00 a.m. to 5:00 p.m.

b. Any person parking a motor vehicle in said Public Parking Lot shall be entitled to leave such vehicle parked for no more than two one-hour periods during the period restricted in subpart (a) on any calendar day.

c. For purposes of this subsection, the two one-hour periods may be accumulated by parking in one or more locations within said Public Parking Lot at different times during the period restricted in subpart (a) on any calendar day. It shall not be deemed necessary to accumulate the hours consecutively.

d. For purposes of determining if a motor vehicle is parked for a one-hour period, it shall be sufficient that the motor vehicle is parked within Public Parking Lot Numbers 2, 3, or 4 for any portion of a given hourly period, as defined as follows:

i. 8:00 a.m. to 8:59 a.m.
ii. 9:00 a.m. to 9:59 a.m.
iii. 10:00 a.m. to 10:59 a.m.
iv. 11:00 a.m. to 11:59 a.m.
v. 12:00 p.m. to 12:59 p.m.
vi. 1:00 p.m. to 1:59 p.m.
vii. 2:00 p.m. to 2:59 p.m.
viii. 3:00 p.m. to 3:59 p.m.
ix. 4:00 p.m. to 4:59 p.m.

(c) *Three-hour parking in Public Parking Lot Numbers 5 and 6.*

(1) Twenty-four (24) of the parking spaces on Public Parking Lot Number 5, and fourteen (14) of the parking spaces on Public Parking Lot Number 6 shall be designated as three-hour parking spaces, upon appropriate signs being placed on the lots or portion thereof indicating those designated parking spaces as three-hour parking spaces and stating the hours and days during which such limitations are applicable.

(2) When such signs are placed on Lot Numbers 5 or 6, the following regulations shall apply to those areas signed:

a. No person shall park any motor vehicle in an area designated on either one of the parking lots for more than three hours from 8:00 a.m. to 5:00 p.m., Monday through Saturday.

b. Any person parking a motor vehicle in a space designated as a three-hour parking space on either Lot Number 5 or 6 shall be entitled to leave such vehicle parked for no more than three one-hour periods during the period restricted in subpart (a) or any calendar day.

c. For purposes of this subsection, the three one-hour periods may be accumulated by parking in one or more locations within Public Parking Lot Numbers 5 or 6 at different times during the period restricted in subpart (a) on any calendar day. It shall not be deemed necessary to accumulate the hours consecutively.

d. For purposes of determining if a motor vehicle is parked for a one-hour period, it shall be sufficient that the motor vehicle is parked in any location designated as a three-hour parking space within Parking Lot Numbers 5 or 6 for any portion of a given hourly period, as defined as follows:

i. 8:00 a.m. to 8:59 a.m.
ii. 9:00 a.m. to 9:59 a.m.
iii. 10:00 a.m. to 10:59 a.m.
iv. 11:00 a.m. to 11:59 a.m.
v. 12:00 p.m. to 12:59 p.m.
vi. 1:00 p.m. to 1:59 p.m.
vii. 2:00 p.m. to 2:59 p.m.
viii. 3:00 p.m. to 3:59 p.m.
ix. 4:00 p.m. to 4:59 p.m.

(d) *Employee parking prohibited.*

(1) No person who is an employer, employee, owner or proprietor of a business, office or governmental agency located within that area bounded by Jefferson Avenue, Mill Street, Walnut Street, and Market Avenue ("Employee Restricted Area") shall park any motor vehicle in which that person has an ownership interest, as evidenced by the motor vehicle's registration certificate, on any Public Parking Lot within the Employee Restricted Area during any hours in which that person is employed, including the lunch hour.

(2) There is hereby established a rebuttable presumption that an employee, employer, owner or proprietor of a business located within the Employee Restricted Area is parked in violation of this section if a motor vehicle is parked in a Public Parking Lot found within the Employee Restricted Area, which motor vehicle's registration shows that the person has some ownership interest in that vehicle. This presumption can be overcome by showing, by clear and convincing evidence, that the vehicle was not used to transport the employee, employer, owner, or proprietor to the place of business of such person.

(e) *Permit for overnight parking in Public Parking Lot Numbers 5, 6, and 7.*

(1) *Issuance.* Any person owning real property, any merchant, any employee or any person residing within the Commercial Street Historic District, may be

issued a permit by the Director of Finance that allows parking on Public Parking Lot Numbers 5, 6, and 7. Permits shall be issued only to real property owners, merchants, employees and residents of the district. The application for a permit shall contain the name of the owner or operator of the motor vehicle, the residential address, the vehicle's make, model and registration number, and the applicant's driver's license number. The motor vehicle of a resident of the Commercial Street Historic District must be registered to the applicant's address within the district. If the residential applicant's vehicle is not so registered or if the applicant does not reside within the district, the applicant must provide proof that he or she owns real property, is a merchant with a place of business within the district, is an employee of a business within the district or resides within the district, by providing a copy of a notarized lease, a utility bill bearing the applicant's name and address, certified records of ownership from the county registrar's office, written verification of employment from an employer, or a similar document.

(2) *Term; renewal.* Parking permits shall be issued for a period of twelve (12) months and must be renewed annually. A tenant residing in the district under a short-term lease will be issued a permit for the term of the lease, which shall be indicated on the application for permit. The permit shall automatically become void when the tenant no longer legally resides at that location.

(3) *Display.* Permits shall be displayed in the rear window of all vehicles or in the rearmost window on the left side of the vehicle.

(4) *New property owners, merchants, employees or residents.* Real property owners, merchants, employees or residents to the district must obtain a permit within two weeks of becoming an owner, merchant, employee or resident.

(5) *New vehicles.* Should a real property owner, merchant, employee or resident transfer ownership of a vehicle registered under this section, the old permit shall be presented prior to issuance of a new permit.

(f) *Overnight parking restricted in Public Parking Lot Numbers 5, 6, and 7.* No person shall:

(1) Park any motor vehicle in Public Parking Lot Numbers 5, 6, or 7 between the hours of 1:00 a.m. and 6:00 a.m. of any day without a valid permit properly displayed.

(2) Falsely represent themselves as eligible for a parking permit, or furnish false information in an application for a permit.

(3) Use or display or allow the use or display of a valid permit on a motor vehicle other than that for which the permit was issued.

(4) Use or display a facsimile or counterfeit permit.

(5) Sell or otherwise dispose of a vehicle displaying a permit without destroying said permit,

(6) Use a permit issued to a previous owner.

(7) Allow a nonresident to use or display a permit.

(8) Knowingly permit any act prohibited under this subsection, or aid or abet another to do so.

Sec. 106-404. - Handicapped parking spaces.

(a) All parking lots covered by section 106-403 shall have one or more spaces, as determined by the city traffic engineer, each designated as a handicapped parking space. A sign designating facilities which have been specifically designed and reserved for use by the physically handicapped shall contain the international handicap symbol of access. Any person whose vehicle prominently displays a handicap permit or license plate described in section 106-361 on or in the motor vehicle shall be presumed to be utilizing such space in accordance with the terms of section 106-363. Any person whose vehicle does not display the permit or license plate shall be presumed to be in violation of the provisions of section 106-363.

(b) Notwithstanding any other provisions of this Code to the contrary, the minimum fine for violating provisions of this section shall be $50.00; provided that, if the fine is not paid within five days after the violation, there shall be an additional $10.00 fine.

~~Sec. 106-401. - Public parking lots designated.~~

~~(a) The city lot located at the northeast corner of Campbell Avenue and Pacific Street is hereby declared to be Public Parking Lot No. 1.~~

~~(b) The city lot located in the southwest corner of Robberson Avenue and Pacific Street is hereby declared to be Public Parking Lot No. 2.~~

~~(c) The city lot located at the southwest corner of Jefferson Avenue and Blaine Street is hereby declared to be Public Parking Lot No. 3~~

~~(d) The city lots located at the northeast and southwest corners of Boonville Avenue and Brower Street and all of that city property laying east of Boonville Avenue,~~

~~south of Central Street, west of Jefferson Avenue and north of Chestnut Expressway is hereby declared to be Public Parking Lot No. 7.~~

~~(e) The city lot located on the northwest corner of Boonville Avenue and Olive Street is hereby declared to be Public Parking Lot No. 9.~~

~~(f) The city lot located on the northeast corner of Boonville Avenue and Olive Street is hereby declared to be Public Parking Lot No. 10.~~

~~(g) Reserved.~~

~~(h) A lot located approximately 65 feet west of the northwest corner of Patton Avenue and McDaniel Street and 80 feet east of the northeast corner of Campbell Avenue and McDaniel Street, which lot is bounded on the east by the city utilities bus terminal, on the north by College Street, and on the south by McDaniel Street, is hereby declared to be Parking Lot No. 12.~~

~~(i) The city lot located on the northeast corner of College Street and Campbell Avenue is hereby declared to be Public Parking Lot No. 13.~~

~~(j) A lot located at the southwest corner of McDaniel Street and Campbell Avenue is hereby declared to be Parking Lot No. 14.~~

~~Sec. 106-402. - Maximum size of vehicles; parking for purpose of selling goods; manner of parking.~~

~~No person shall park on any public parking lot any vehicle over eight feet in width or over 23 feet long overall, including any projection thereof, nor shall any person park on any public parking lot any vehicle for the purpose of selling, displaying or offering for sale any goods, wares or merchandise. No person shall park on any public parking lot other than with the front of such vehicle directed to the front or curb of such angle or diagonal parking space.~~

~~Sec. 106-403. - Time limits and hours of parking.~~

~~(a) *Three-hour parking in Parking Lot Nos. 1, 2, 13 and 14.* Twenty-four of the parking spaces on Parking Lot No. 1, and 14 of the parking spaces on Parking Lot No. 2, and all parking spaces in Parking Lot Nos. 13 and 14 shall be designated as three-hour parking spaces, upon appropriate signs being placed on the lots or portion thereof indicating those parking spaces designated as three-hour parking spaces and stating the hours and days during which such limitations are applicable. When such signs are placed on the lots, the following parking laws shall apply to those areas signed. No person shall park any motor vehicle in an area designated on either one of the parking lots for more than three hours from 8:00 a.m. to 5:00 p.m., Monday through Saturday. Any person parking a motor vehicle in a space designated as a three-hour parking space on either of the parking lots shall be~~

~~entitled to leave such vehicle parked for no more than three one-hour periods in any one day. For purposes of this subsection, the three one-hour periods may be accumulated by parking in one or more locations within Parking Lot Nos. 1 and 2 at different times on any one given day. It shall not be deemed necessary to accumulate the hours consecutively. For purposes of determining if a motor vehicle is parked for a one-hour period, it shall be sufficient that the motor vehicle is parked in any location designated as a three-hour parking space within Parking Lot Nos. 1, 2, 13 and 14 for any portion of a given hourly period, as defined as follows:~~

~~8:00 a.m. to 8:59 a.m.~~
~~9:00 a.m. to 9:59 a.m.~~
~~10:00 a.m. to 10:59 a.m.~~
~~11:00 a.m. to 11:59 a.m.~~
~~12:00 p.m. to 12:59 p.m.~~
~~1:00 p.m. to 1:59 p.m.~~
~~2:00 p.m. to 2:59 p.m.~~
~~3:00 p.m. to 3:59 p.m.~~
~~4:00 p.m. to 4:59 p.m.~~

~~(b) *Permit for overnight parking in Parking Lot Nos. 1, 2, 3 and 11.*~~

~~(1) *Issuance.* Any person owning real property, any merchant, any employee or any person residing within the area described on exhibit A, part 1, of the ordinance codified in this subsection may be issued a permit by the director of finance that allows parking on the city parking lots described on exhibit A, part 2. Permits will be issued only to real property owners, merchants, employees and residents of the area. The application for a permit shall contain the name of the owner or operator of the motor vehicle, the residential address, the vehicle's make, model and registration number, and the applicant's driver's license number. The motor vehicle of a resident of the area must be registered to the applicant's address within the area. If the residential applicant's vehicle is not so registered or if the applicant does not reside within the area, the applicant must provide proof that he owns real property, is a merchant, is an employee or resides within the district, by copy of a notarized lease, a utility bill bearing the applicant's name and address, certified records of ownership from the county registrar's office, written verification of employment from an employer, or a similar document.~~

~~(2) *Term; renewal.* Parking permits shall be issued for a period of 12 months and must be renewed annually. A tenant residing in the area under a shortterm lease will be issued a permit for the term of the lease, which shall be indicated on the application for the permit. The permit shall automatically become void when the tenant vacates that location.~~

~~(3) *Display.* Permits shall be displayed in the rear window of all vehicles or in the rearmost window on the left side of the vehicle.~~

~~(4) *New property owners, merchants, employees or residents.* New real property owners, merchants, employees or residents to the area must obtain a permit within two weeks of becoming an owner, merchant, employee or resident.~~

~~(5) *New vehicles.* Should a real property owner, merchant, employee or resident transfer ownership of a vehicle registered under this section, the old permit must be presented prior to issuance of a new permit.~~

~~(c) *Overnight parking restricted in Parking Lot Nos. 1, 2, 3 and 11.* No person shall:~~

~~(1) Park any motor vehicle in Parking Lot Nos. 1, 2, 3 or 11 between the hours of 1:00 a.m. and 6:00 a.m. of any day without a valid permit properly displayed.~~

~~(2) Falsely represent himself as eligible for a parking permit, or furnish false information in an application for a permit.~~

~~(3) Use or display or allow the use or display of a valid permit on a motor vehicle other than that for which the permit was issued.~~

~~(4) Use or display a facsimile or counterfeit permit.~~

~~(5) Sell or otherwise dispose of a vehicle displaying a permit without destroying that permit, and no subsequent owner of the vehicle shall use a permit issued to a previous owner.~~

~~(6) Allow a nonresident to use or display a permit.~~

~~(7) Knowingly permit any act prohibited under this subsection, or aid or abet another to do so.~~

~~(d) *Authority of city manager to regulate use of Parking Lot No. 7.*~~

~~(1) In order to provide for the needs of the public and to provide for the parking of city employees and officials in a harmonious and desirable fashion, as those needs may from time to time appear, the city manager is hereby authorized to:~~

~~a. Adopt from time to time such rules and regulations governing the public use of Parking Lot No. 7 as he may determine to be necessary to provide for adequate public parking for the patrons of city hall. Such rules and regulations may establish parking time limitations upon Lot No. 7, may prohibit public parking on portions of the lot, and may provide for the installation and operation of parking meters on portions of the lot; provided, however, that if any parking meter shall be erected under the authority granted by this subsection, no charge to operate the meters shall be made in excess of $0.05 for every two hours of parking time allowed.~~

~~b. Adopt from time to time rules and regulations pertaining to the use of Parking Lot No. 7 in order to provide adequate city official and employee parking. Such rules and regulations may prohibit others than city officials and city employees from parking in designated areas at designated times and may provide for the issuance of stickers or other identifying emblems to city officials and employees in order to identify their vehicles.~~

~~(2) If the city manager finds that portions of Parking Lot No. 7 are not needed to provide for adequate public parking for the patrons of city hall and that they are not needed for city officials and employees, he may then provide for the leasing of such portions, upon such rules and regulations as he may adopt, to private individuals; provided, however, no lease shall require a payment of more than $3.50 per month per vehicle space.~~

~~(3) No rule or regulation adopted by the city manager pursuant to this subsection shall be in force or effect until the rule or regulation shall have been filed in the office of the city clerk for at least five days, and no rule or regulation prohibiting or restricting parking on Parking Lot No. 7 shall be effective unless adequate signs shall first have been erected giving notice of such restrictions.~~

~~(4) Any person violating any of the rules and regulations adopted by the city manager under the provisions of this subsection shall be guilty of a misdemeanor and shall be punished as provided under section 1-7.~~

~~Sec. 106-404. - Parking lot meter zones.~~

~~All parking lots covered by section 106-403 which have metered zones and hours of operation and those lots covered by section 106-403 which do not have specific hours of operation shall now be operated as follows: The hours of operation for such zones and lots shall be from 8:00 a.m. to 5:00 p.m., Monday through Saturday, except Sundays and public holidays, and such lots shall be otherwise controlled by the provisions of section 106-403. Provisions of this section shall control such zones and lots insofar as the hours of operation are concerned until such time that this section is amended or repealed.~~

~~Sec. 106-405. - Parking restrictions in special business district.~~

~~(a) *Purpose and intent.* The intent of this section is to encourage the economic growth and stability of the Downtown Park Central Mall area of the city through the provision of adequate and convenient parking spaces for citizens who desire to use and patronize the Downtown Park Central Mall area establishments. The availability of adequate and convenient parking will reduce automobile pollution and prevent decay and deterioration of businesses, and is hereby determined to be consistent with the overall plan for the redevelopment of an urban renewal area. In determining the need for these parking regulations, the city council finds that adequate and~~

~~convenient parking in close proximity to commercial districts fosters and encourages customers and clients to patronize businesses located within those districts. The city council also finds that lack of adequate and convenient customer parking tends to have a negative effect upon the economic growth and stability of commercial districts and their environment. The city council hereby finds that there is a high rate of vacant buildings in the area and that the availability of customer parking is needed to encourage redevelopment of the area. This lack of adequate parking is attributable in substantial part to the utilization of prime spaces for longterm parking by individuals working in the business district who park in the most convenient spaces and occupy those spaces for most of the business day. In this regard, this section is drafted to ensure that adequate parking is available in close proximity to the Downtown Park Central Mall area by requiring sufficient turnover of motor vehicles in the parking lots through limiting the length of time any motor vehicle can be parked in the lots located within the special business district and also by prohibiting employees, employers, owners and proprietors of establishments located within the special business district and other nearby areas from parking their motor vehicles on the lots located within the special business district.~~

~~(b) *Three-hour parking areas.* Parking lots as defined in section 106-401 which are designated as parking lots 9, 10 and 12, parking spaces designated on parking lot 5-A as 37 through 40 and on parking lot 5-B as 30 through 39, and parking spaces designated on parking lot 5-C are hereby designated as three-hour parking lots upon appropriate signs being placed on the lots indicating such restrictions and stating the hours and days during which such limitations are applicable. When such signs are placed on the lots, the following parking laws shall apply. No person shall park any motor vehicle in any one or more three-hour parking lots located in the special business district for more than three one-hour periods, as defined in this subsection, on any day. An hourly period shall start at the beginning of the hour and continue until the end of that hour. The hourly periods shall be limited to the following hours:~~

~~8:00 a.m. to 8:59 a.m.~~
~~9:00 a.m. to 9:59 a.m.~~
~~10:00 a.m. to 10:59 a.m.~~
~~11:00 a.m. to 11:59 a.m.~~
~~12:00 p.m. to 12:59 p.m.~~
~~1:00 p.m. to 1:59 p.m.~~
~~2:00 p.m. to 2:59 p.m.~~
~~3:00 p.m. to 3:59 p.m.~~
~~4:00 p.m. to 4:59 p.m.~~
~~5:00 p.m. to 5:59 p.m.~~
~~6:00 p.m. to 6:59 p.m.~~
~~7:00 p.m. to 7:59 p.m.~~

~~For purposes of this section, the three one-hour periods may be accumulated by parking on one or more lots within the special district on a given day. It shall not be deemed necessary to accumulate the hours consecutively. For purposes of~~

~~determining if a motor vehicle is parked on a lot during any one-hour period, it shall be sufficient that the motor vehicle is parked upon a lot within the district for any portion of a given hourly period as defined in this subsection.~~

~~(c) *Employee parking.* No person who is an employer, employee, owner or proprietor of a business, office or governmental agency located within the special business district or within that area near the district as described in this subsection shall park any motor vehicle in which that person has an ownership interest, as evidenced by the motor vehicle's registration certificate, on any lot maintained by the special business district during any hours in which that person is employed, including the lunch hour, within the special business district. There is hereby created a rebuttable presumption that an employee, employer, owner or proprietor of a business located within the special business district or near the district is parked in violation of this section if a motor vehicle is found parked in a designated lot in the special business district, which motor vehicle's registration shows that the person has some ownership interest in that vehicle. This presumption can be overcome by showing by clear and convincing evidence that the vehicle was not used to transport the employee, employer, owner or proprietor to the place of work of such person. Employees, employers, owners and proprietors of a business, office or governmental agency within the area described in exhibit A of the ordinance codified in this subsection are hereby determined to be near the district and shall be subject to the parking restriction set forth in this subsection.~~

~~(d) *Other parking restrictions.* No vehicle other than a motor vehicle shall be parked on the lots in the district. No person shall park on any public parking lot within the district any vehicle over eight feet in width or over 23 feet long overall, including any projection thereof, nor shall any person park on any such lot any vehicle for the purpose of selling, displaying or offering for sale any goods, wares or merchandise. No person shall park on any such lot other than with the front of such vehicle directed to the front or curb of such angle or diagonal parking space.~~

~~Sec. 106-406. - Handicapped parking spaces.~~

~~(a) All parking lots covered by section 106-403 shall have one or more spaces, as determined necessary by the city traffic engineer, each designated as a handicapped parking space. A sign designating facilities which have been specifically designed and reserved for use by the physically handicapped shall contain the international handicap symbol of access. Any person whose vehicle prominently displays a handicap permit or license plate described in section 106-361 on or in the motor vehicle shall be presumed to be utilizing such space in accordance with the terms of section 106-363. Any person whose vehicle does not display the permit or license plate shall be presumed to be in violation of the provisions of section 106-363.~~

(b) ~~Notwithstanding any other provisions of this Code to the contrary, the minimum fine for violating provisions of this section shall be $50.00; provided that, if the fine is not paid within five days after the violation, there shall be an additional $10.00 fine.~~

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-260

FILED: 11-8-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Amending Chapter 106, 'Traffic and Vehicles,' Article VI, 'Stopping, Standing and Parking,' Division 8, 'Off-Street Parking Lots,' Sections 106-401, -402, 403, and -404, and repealing Section 106-405, for the purpose of revising and simplifying public parking regulations on certain City-owned parking lots.

BACKGROUND: As the demand for public parking changes with continued revitalization of the downtown area, the management of city-owned public lots requires updates and simplification in order to allow for the efficient use of parking facilities and to provide the legal basis for parking enforcement.

This amendment redefines the off-street parking time limits downtown, which will assist the Springfield Police Department and Downtown Springfield Community Improvement District in controlling parking in Downtown, the Commercial Street Historic District, and at City Hall. The following remarks refer to the renumbered Public Parking Lot numbers referenced above and shown on Exhibit A.

Section 106-401 removes two parking lots from the public parking system and renumbers the remaining public parking lots. "Public Parking Lot No. 12" referred to the parking lot located behind buildings facing South Campbell Avenue, between Park Central West and West McDaniel Street. This parking lot was previously leased by the Downtown Springfield CID from McDaniel Parking LLC, and was operated as a public lot. "Public Parking Lot No. 14" referred to a parking lot located on the southwest corner of Campbell Avenue and McDaniel Street. Twenty-one spaces in this lot were previously leased by the City of Springfield from the Sertoma Club of Springfield for public parking. Both leases have terminated, necessitating the need to remove these lots from the list of public parking lots in Section 106-401.

Section 106-402 establishes the maximum size of vehicles, the selling of goods, and the manner of parking on public parking lots. This amendment allows the City Manager to approve the sale of goods, wares, or merchandise on public parking lots as needed.

Section 106-403 establishes time limits and hours of parking for Public Parking Lots listed in this section. This amendment moves Public Parking Lot No. 2, 3 and 4 into the same code section and establishes the same two-hour time restrictions for those three lots. This will allow for better operation of the parking spaces available to downtown patrons by creating more turnover of spaces for downtown customers and simplifies City Code by placing the time restrictions on the downtown lots within the same section. This amendment also repeals regulations related to Lot No. 1, which is next to City Hall, and established parking times, place and established the rate for parking meters, and allowed and established a rate to lease unneeded portions of the lot. The parking areas

around City Hall are needed for citizens and staff and parking lot meter and lease fees will need to be readdressed at a future time if that would ever become a feasible option.

Section 106-404 should be repealed. This amendment removes the hours of operation and metering from Government Plaza parking lots. Section 106-405 should also be repealed. To simplify the City Code the subsections on two-hour parking and employee parking on Public Parking Lot Nos. 2 and 3 will now be contained in Section 106-403.

This Ordinance supports the following Field Guide 2030 goal(s): Chapter 3, Economic Development; Major Goal 3, Plan for and develop infrastructure need for sustainable quality growth; Objective 3a, Prioritize key infrastructure improvements needed to facilitate private investment. Chapter 12, Transportation; Major Goal 2, Operations and Maintenance; The City of Springfield should continue to maintain streets, sidewalks, trails, and the airport, using the most effective strategies to maximize the efficient operation of the existing systems, keeping in mind safety, accessibility, sustainability, and collaboration; Objective 2g, Opportunities should be sought to accommodate all users when planning maintenance projects.

REMARKS: The changes discussed above have been reviewed by the Downtown Springfield Community Improvement District and have its support. Therefore, the Public Works Department and Planning Department recommends the foregoing revisions to the applicable sections of City Code.

Submitted by:

Martin Gugel, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

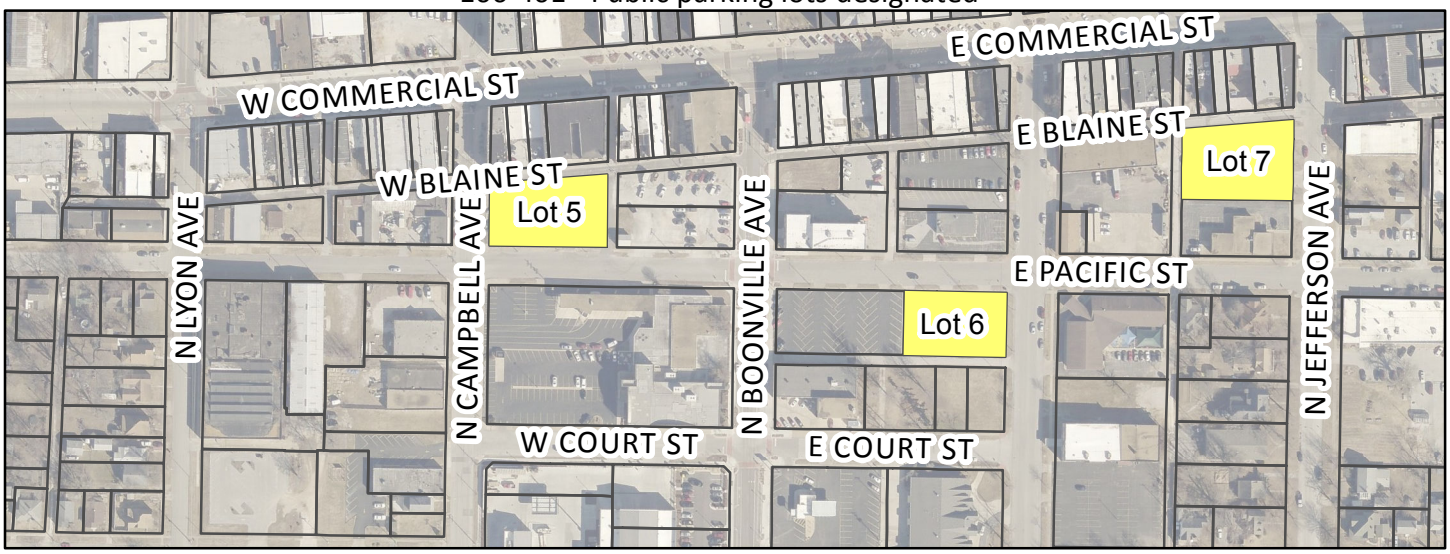
Approved by:

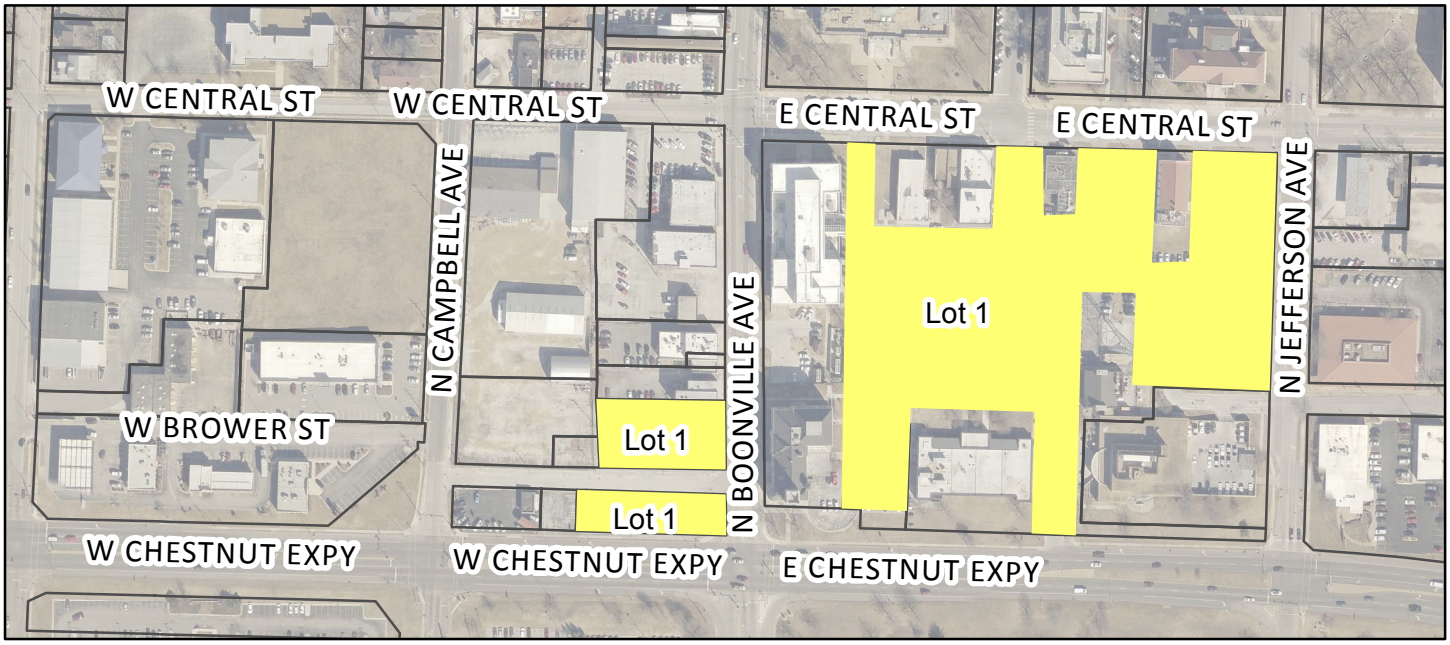
Greg Burris, City Manager

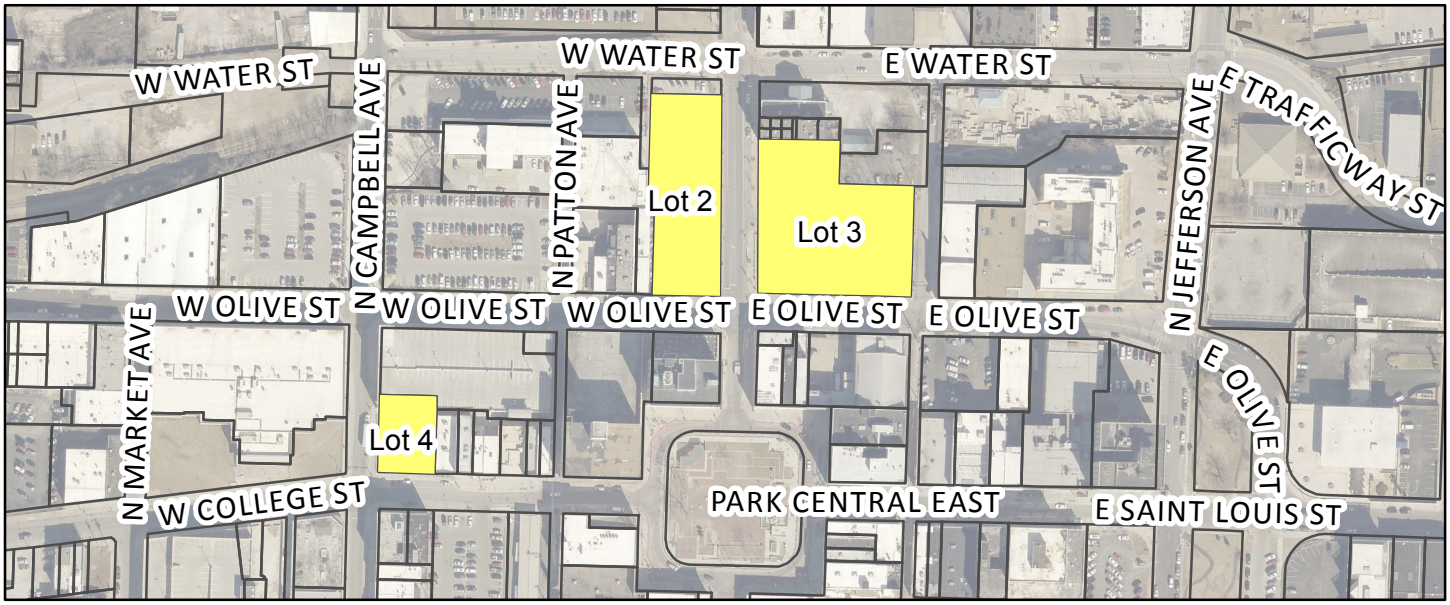
Mary Lilly Smith, Director of Planning

Exhibit A

106-401 - Public parking lots designated







CITY OF Springfield

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

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 11-08-16

Sponsored by: Fisk

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 261 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept a grant from the Springfield Police Foundation; and amending the budget for the Police Department for Fiscal Year 2016-2017 in the amount of $16,000.

WHEREAS, the Springfield Police Department ("SPD") has two vacant police service dog positions in the K9 unit; and

WHEREAS, the Springfield Police Foundation awarded SPD a grant in the amount of $16,000 to fund acquisition of two police service dogs.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept a grant from the Springfield Police Foundation and to do all things necessary, including execution of contracts as may be required to carry out the grant.

Section 2 –The budget of the Police Department for Fiscal Year 2016-2017 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0018, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-261

FILED: 11-08-16

ORIGINATING DEPARTMENT: Police

PURPOSE: To authorize the City Manager, or his designee, to accept a grant from the Springfield Police Foundation, amending the budget for the Police Department for Fiscal Year 2016-2017 in the amount of $16,000.00.

BACKGROUND INFORMATION: The Springfield Police Department ("SPD") currently has two vacant police service dog positions in the K9 unit. One position has not been filled due to budget constraints and other funding priorities. The second position is the result of an unexpected retirement of a police service dog due to injury and age. The Springfield Police Foundation offers grants to law enforcement agencies. SPD applied for a grant to fund the purchase of two police service dogs and was provided an award letter in the amount of $16,000.00. These are multi-purpose police dogs, used to detect drugs, track missing persons, assist in suspect apprehensions, locate evidence, and search buildings. The grant is to be used to purchase two police service dogs. The purchase of a single police service dog is $9,000; however purchasing two service dogs at one time results in a discount and a total price of $16,000. A budget adjustment is required and submitted with this document.

REMARKS: There is no required match by the City for this grant. The Police Department will assume care and maintenance of the two service dogs within their established budget.

Submitted by:

Recommended by:

Paul F. Williams, Chief of Police

Approved by:

Greg Burris, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

BA Number	0018

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25200	18	92510	416030	000000		16,000.00	FY2017 Springfield Police Department Foundation Grant for K9 Dogs
Net Revenue Adjustment						16,000.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25200	18	92510	508170	000000		16,000.00	Other Equipment
Net Expenditure Adjustment						16,000.00	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation:
To appropriate local grant funds in the amount of $16,000 for the purchase of 2 K9 dogs.

Requested By:

Paul F. Williams 11/8/16
Department Head **Date**

Approved By:

D. Hall 11/8/16
Interim Director of Finance **Date**

City Manager **Date**

Authorization:

Council Bill No. 2016-261
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 56
Filed: 11-08-16

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 262 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with Missouri Highways and Transportation Commission and TransCore, LP for the development, implementation and maintenance of Advanced Traffic Management System software and hardware at an estimated cost of $84,996.96 to be paid for by the 1/8-Cent Transportation Sales Tax and Signal System Improvements Program.

_____

WHEREAS, the City wishes to enter into an agreement with both the Missouri Highways and Transportation Commission ("MHTC") and TransCore, LP ("Consultant") for software and hardware; and

WHEREAS, the desired software provides traffic management staff with integrated traffic management functionality.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an agreement with the Missouri Highways and Transportation Commission and TransCore, LP, said agreement to be in substantially the form as that document attached hereto and incorporated herein by reference as "Exhibit 1."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-262

FILED: 11-8-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Missouri Highways and Transportation Commission ("MHTC") and TransCore, LP (hereinafter, "Consultant"), for the development, implementation and maintenance of Advanced Traffic Management System ("ATMS") software and hardware to be operated by Missouri Department of Transportation ("MoDOT") and the City of Springfield at the Transportation Management Center of the Ozarks ("TMC") for traffic management and traveler information services throughout the regional roadway network.

BACKGROUND INFORMATION: This agreement ("Exhibit 1") defines the services to be provided by the Consultant and MoDOT (through collaboration with the City), and the terms under which the City and MoDOT will share in the cost of acquiring the software and hardware.

City staff participated in the evaluation and selection of the Consultant which responded to the MoDOT statewide solicitation issued May 13, 2016 for ATMS software to be implemented at the traffic management centers in St. Louis, Kansas City, and Springfield. MoDOT, along with City staff, evaluated letters of interest received from two vendors including TransCore, LP and Kapsch TrafficCom Transportation NA, Inc. Project interviews with both vendors were conducted in Jefferson City on June 13, and consultant selection was agreed upon by representatives from MoDOT, Kansas Department of Transportation, and City of Springfield.

The proposed ATMS software, TransSuite, will provide TMC staff with integrated traffic management functionality through deployment of Event Management for incidents, roadwork, and special events; traffic sensor data processing; data storage and retrieval of field data for performance measure reporting; closed-circuit television (CCTV) traffic monitoring camera control; dynamic message sign (DMS) control; computer-aided dispatch (CAD) interface that supports importing of external incidents from E911; and data feeds to the public website and external partners. The uniform statewide software will ultimately provide for enhanced interoperability among all three TMCs.

The initial total project cost is estimated at $339,987.85, for which the City will be responsible for twenty-five percent (25%) of actual costs, not to exceed $84,996.96, made payable directly to the Consultant. The City's portion would be funded from the 1/8-Cent Transportation Sales Tax and Signal System Improvements Program and is already budgeted.

This Ordinance supports the following Field Guide 2030 goal(s): Chapter 12, Transportation; Major Goal 2, Operations and Maintenance; The City of Springfield should continue to maintain streets, sidewalks, trails, and the airport, using the most

effective strategies to maximize the efficient operation of the existing systems, keeping in mind safety, accessibility, sustainability, and collaboration; Objective 2d, The City of Springfield should coordinate operations and maintenance efforts with Greene County, the State of Missouri, rail, and transit to ensure a seamless connection to the regional system; Objective 2h, User travel time should be improved in conjunction with maintenance projects; Major Goal 4, Multi-Modal, Interconnected System. The City of Springfield should work within the region to develop, implement, and maintain a multi-modal transportation system that supports jobs, housing, education, accessibility, recreation, clean air, water conservation, and sustainability; Objective 4f, Provide accurate, up-to-date, real-time, user-friendly, and understandable transportation system information which is available to everyone, including first-time visitors and residents, which encompasses all forms of travel. Develop standards for making transportation maps available on the internet, including the use of MapQuest, Google, Yahoo, and other alternative formats, which can be easily updated and made accessible to all users, including the mobility impaired; Major Goal 5, Quality of Life and Livability. The City of Springfield should work to improve quality of life and livability by enhancing effectiveness and aesthetics and improving the connectivity and accessibility of the street, pedestrian, bicycle, and light rail/monorail networks, promoting urban density and efficient development patterns, and increasing the efficiency and convenience of the existing public transit system; Objective 5e, Improve existing high-traffic streets by using ITS/ATMS (Intelligent Transportation Systems/Advanced Transportation Management Systems) and other congestion and access management tools.

REMARKS: This agreement is an example of the City and MoDOT working together to improve regional traffic management and traveler information. Public Works recommends approval of this Council bill.

Submitted by:

Martin Gugel, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Greg Burris, City Manager

Exhibit 1

CCO Form: DE01-FA
Approved: 07/99 (DPP)
Revised: 06/15 (AR)
Modified:

Project Design Consultant Agreement
Route: Various
County: Various
Job No.: 8Q3001

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PROJECT DESIGN CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)

THIS AGREEMENT is entered into by TransCore, LP (hereinafter, "Consultant") and the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield (hereinafter, "City"). Collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Commission and City of Springfield have undertaken a regional Intelligent Transportation Systems (ITS) program called Transportation Management Center of the Ozarks (hereinafter referred to as "TMC of the Ozarks") located in Springfield, MO; and

WHEREAS, the Parties have selected the Consultant to perform professional services in the preparation of Advanced Transportation Management System (ATMS) software and maintenance for Route Various, Various County, from n/a to n/a, designated as Job No. 8Q3001.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Commission, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "AASHTO" means the American Association of State Highway and Transportation Officials.

(B) "COMMISSION" means the Missouri Highways and Transportation Commission, an executive branch agency of state government, which acts by and through its Director, Chief Engineer and others in the Missouri Department of Transportation.

(C) "CONSULTANT" means the firm providing professional services to the Commission and City as a party to this Agreement.

(D) “CONSULTANT'S REPRESENTATIVE” means the person or persons designated in writing by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Commission's Engineers.

(E) “DELIVERABLES” means all software, drawings, and documents prepared in performance of this Agreement, to be delivered to and become the property of the Commission pursuant to the terms and conditions set out in Section (13) of this Agreement.

(F) “DISADVANTAGED BUSINESS ENTERPRISE (DBE)” means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 C.F.R. Part 26, which is certified as a DBE firm in Missouri by the Commission. Appropriate businesses owned and controlled by women are included in this definition.

(G) “ENGINEER” means the Chief Engineer or any other authorized representative of the Commission. Where the specific term “Chief Engineer” is used, it shall mean the Chief Engineer exclusively.

(H) “FHWA” means the Federal Highway Administration within the USDOT, headquartered at Washington, D.C., which acts through its authorized representatives.

(I) “INTELLECTUAL PROPERTY” consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) “SUBCONSULTANT” means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Engineer, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) “SUSPEND” the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Commission either decides to terminate the project or reactivate the services under the conditions then existing.

(L) “TERMINATE,” in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Commission.

(M) “USDOT” means the United States Department of Transportation,

headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(O) "TMC of the Ozarks" means the Missouri Highways and Transportation Commission and the City of Springfield, and their representatives, as engaged in the regional ITS program.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary for Advanced Traffic Management System (ATMS) software, central traffic signal system software, and maintenance management software, as well as maintenance of all software and hardware provided.

(B) The specific services to be provided by the Consultant are set forth on Exhibit A to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Commission reserves the right to direct additional services not described in Exhibit A as changed or unforeseen conditions may require. Such direction by the Commission or its Engineer shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the supplemental agreement.

(4) INFORMATION AND SERVICES PROVIDED BY THE COMMISSION:

(A) At no cost to the Consultant and in a timely manner, the Commission will provide available information of record which is pertinent to this project to the Consultant upon request. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Commission concerning the project site, including without limitation, boring logs and subsurface data, pile driving and load testing, utility locations and layout survey data and will as expeditiously as possible advise the Engineer of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the

Commission shall provide the Consultant with new or verified data or information upon which the Consultant is entitled to rely. The Consultant shall not be liable for any errors, omissions, or deficiencies in the Consultant's services resulting from inaccurate or inadequate information furnished by the Commission which inaccuracies or inadequacies are not detected by the Consultant unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Commission and City; and if none are expressly established in this Agreement, published manuals and policies of the Commission and FHWA which shall be furnished by the Commission upon request; and, absent the foregoing, manuals and policies of AASHTO, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, design criteria and project planning will be in accordance with the information set out in Exhibit A. In addition, coordination meetings between the consultant, the TMC of the Ozarks, St. Louis Gateway Guide, and Kansas City Scout will be held on a quarterly basis.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Commission project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed plans, plans submitted for review by permit authorities, and plans issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plan(s), when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the plan(s) or included in the transmittal document. In addition, the phrase “Preliminary - Not for Construction,” or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and

not obscured by other markings, as a disclosure to others that the plan(s) are incomplete or preliminary. When the plan(s) are completed, the phrase “Preliminary - Not for Construction” or similar language shall be removed and the plan(s) shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Commission and its Engineers, consultants, and contractors on adjacent projects, and with municipalities and local government officials, public utility companies and others as may be directed by the Engineer. This shall include attendance at meetings, discussions, and hearings as requested by the Engineer. The minimum number and location of public meetings and public hearings shall be defined in Exhibit A.

(F) In the event any lawsuit or court proceeding of any kind is brought against the TMC of the Ozarks, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the TMC of the Ozarks in preparing the TMC of the Ozarks's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the TMC of the Ozarks by the Consultant will be compensated at an amount or rate negotiated between the TMC of the Ozarks and the Consultant as will be identified in a separate agreement between the TMC of the Ozarks and the Consultant. To the extent the assistance given to the TMC of the Ozarks by the Consultant was necessary for the TMC of the Ozarks to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the TMC of the Ozarks to the Consultant will be reimbursed to the TMC of the Ozarks.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is _0_% of the total Agreement dollar value.

(B) Consultant's Certification Regarding DBE Participation: The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. Policy: It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Commission to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by the Commission.

6. Verification of DBE Participation: Prior to final payment by the Commission, the Consultant shall file a list with the Commission showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Commission, the Commission may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Commission, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Commission is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Paragraph (7)(B)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and

socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete, 0 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
Vireo	Public Relations	N/A	N/A	N/A

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Paragraph (7)(B)(8) is less than the Commission's DBE goal given in Subsection (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Commission in Subsection (7)(A):

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the proper written consent of the Commission. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS

Firm Name	Complete Address	Nature of Services
gbaSI	9801 Renner Blvd, Suite 300, Lenexa, KS 66219	IT Support

(B) The Consultant agrees, and shall require the selected Subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times at no charge to the Commission and their designees and/or representatives during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Commission or any of its authorized representatives (or any authorized representative of the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Commission, the Consultant agrees to require, and shall provide evidence to the Commission, that those Subconsultants shall maintain commercial general liability, automobile liability, and worker’s compensation and employer’s liability insurance, for not less than the period of services under such subcontract agreements, and in not less than the following amounts:

1. Commercial General Liability: $500,000 per person up to $3,000,000 per occurrence;

2. Automobile Liability: $500,000 per person up to $3,000,000 per occurrence; and

3. Worker's Compensation in accordance with the statutory limits; and Employer’s Liability: $1,000,000.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Commission in accordance with the submitted invoices for such services, as set forth in Section (10), titled "Fees and Payments."

(F) The Consultant agrees to furnish a list of any Commission-approved DBE Subconsultants under this Agreement upon the request of the Commission.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds twenty-five thousand dollars ($25,000).

(9) EXECUTIVE ORDER:

(A) The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(B) The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(10) FEES AND PAYMENTS:

(A) The amount to be paid to the Consultant by the Parties as full remuneration for the performance of all services called for in this Agreement will be on

the basis of the Consultant's actual costs plus a fixed fee of $28,942.27, except that the combined costs and fee will not exceed a maximum amount payable of $339,987.85 which is shown in Exhibit B, “Estimate of Costs,” attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred as restricted by Commission reimbursement policy and in accordance with generally accepted accounting principles, to the extent they are considered necessary to the execution of the item of service. The Commission will be responsible for seventy five percent (75%) of the total project costs, currently estimated at two hundred fifty four thousand nine hundred ninety dollars and eighty nine cents ($254,990.89). The Commission’s share will come from its Southwest District TMC of the Ozarks operating budget, payable directly to TransCore. The City will be responsible for twenty five percent (25%) of the total project costs, currently estimated at eighty four thousand nine hundred ninety six and ninety six cents ($84,996.96), payable directly to TransCore.

1. Quarterly coordination meeting costs will be shared by the TMC of the Ozarks, St. Louis Gateway Guide, and Kansas City Scout. The entire cost paid to the consultant for each meeting will be charged to one of the three aforementioned TMC groups, to be determined on a rotating basis.

(B) The Consultant's actual costs shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 C.F.R. Part 31, the Federal Acquisition Regulations (FAR), and 23 C.F.R. 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 9(B) 1 and 2

will be established based on the latest audit. If an audit determines that overhead has increased or decreased during the course of the services, the Consultant shall notify the Commission and utilize the latest audited data as the basis for interim payments and adjust overhead for prior periods. Upon completion of the services outlined under this Agreement, the final payment for these items will be based on accounting records of the Consultant incurred during the period of the Agreement. If, however, the Consultant's overhead has remained reasonably uniform during the period of the Agreement, the Consultant's latest audited rates may be accepted as a basis for establishing final payment for payrolls earned in the last fiscal year.

5. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Commission will be required prior to acquisition of reimbursable special equipment.

(C) The Consultant shall submit separate invoices for services rendered to the Commission and City not more than once every month. The invoice must be on the form provided by the Commission and must include all information required pursuant to section 134.5.1.1 of the Commission's Engineering Policy Guide, as amended. A graphic progress report indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress report, the Commission and City will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Consultant, within 45 days after the Commission's and City's receipt of the Consultant's invoice. The Commission and City will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

(11) <u>PERIOD OF SERVICE</u>:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit C, "Schedule," attached hereto and made a part of this Agreement. The Consultant and the Commission will be required to meet this schedule.

(B) The Commission will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving

rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(C) The Consultant and Commission agree that time is of the essence, and the Consultant and Commission will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit C of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(D) As used in this provision, the term “delays due to unforeseeable causes” includes the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Engineer, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(12) <u>SUSPENSION OR TERMINATION OF AGREEMENT</u>:

(A) The Commission may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Commission, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Commission.

(B) Should the Agreement be suspended or terminated for the convenience of the Commission, the Commission will pay to the Consultant its costs as set forth in Subsection (10)(B), including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Consultant, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the

Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Commission for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Commission 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Commission. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Commission that funds are no longer available to continue performance.

2. The Commission's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Commission.

(13) <u>OWNERSHIP OF DRAWINGS AND DOCUMENTS</u>:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the TMC of the Ozarks upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. the Consultant shall have the right to their future use with written permission of the TMC of the Ozarks;

2. the Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. the Consultant shall retain its rights to intellectual property

developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. TMC of the Ozarks, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which TMC of the Ozarks, its consultant or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms “to be performed by a small business firm or domestic nonprofit organization” shall be deleted from Paragraph (g)(1) of the clause;

II. Paragraphs (g)(2) and (3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled “communications” shall read as follows: “(l) Communications. All notifications required by this clause shall be submitted to the Chief Engineer.”

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Commission

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Commission without further compensation and without restriction or limitation on their use.

(B) The TMC of the Ozarks may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall

thereupon be deemed to be the work product of the TMC of the Ozarks and the TMC of the Ozarks shall use same at its sole risk and expense; and (2) the TMC of the Ozarks shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(14) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Engineer will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud and appealable only as provided in section 134 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(B) The Engineer will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Engineer's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious of the result of fraud and appealable only as provided in section 134 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(C) If the Consultant has a claim for payment against the Commission or City which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of final payment. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the office of the Secretary to the Commission in Jefferson City, Missouri. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Commission.

(E) The claims procedure in Subsections (14)(C) and (D) do not apply to any claims of the Commission against the Consultant. Further, any claims of the

Commission against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (14) (C) and (D).

(F) Notwithstanding Subsections (14)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(15) SUCCESSORS AND ASSIGNS: The Commission and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(16) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Commission, the City, and the FHWA from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the TMC of the Ozarks as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the TMC of the Ozarks for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Commission's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Commission on this project arising out of the Consultant's services hereunder.

(17) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker’s compensation and employer’s liability insurance in full force and effect to protect the Consultant from claims under Worker’s Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general

liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000 per person up to $3,000,000 per occurrence;

2. Automobile Liability: $500,000 per person up to $3,000,000 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000; and

4. Professional ("Errors and Omissions") Liability: $1,000,000, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in (17)(C)(1) and (C)(2), above, the Consultant may obtain insurance at all times in an amount equal to the Commission sovereign immunity caps as stated in Section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in (17)(C)(1) and (C)(2), above.

(E) The Consultant shall, upon request at any time, provide the Commission with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (17) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(18) <u>CONSTRUCTION PHASE OF THE PROJECT</u>:

(A) This Agreement includes design services only, unless review of shop drawings and other construction phase services are specifically included. The Consultant shall not be responsible for bidding, award of the construction contract, or

construction administration or observation except as provided by Section (2), titled "Scope of Services," and Exhibit A to this Agreement.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(19) NONDISCRIMINATION ASSURANCE: With regard to services under this Agreement, the Consultant agrees as follows:

(A) Civil Rights Statutes: The Consultant shall comply with all state and federal statutes related 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, 2000e), as well as with any applicable titles of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.). In addition, if the Consultant is providing services or operating programs on behalf of the Commission or the Missouri Department of Transportation, the Consultant shall comply with all applicable provisions of Title II of the Americans With Disabilities Act.

(B) Administrative Rules: The Consultant shall comply with the USDOT rules relative to nondiscrimination in federally assisted programs of the USDOT (49 C.F.R. Subtitle A, Part 21) which rules are incorporated herein by reference and made a part of this Agreement.

(C) Nondiscrimination: The Consultant shall not discriminate on the grounds of race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of Subconsultants, including the procurement of materials and leases of equipment. The Consultant shall not participate

either directly or indirectly in the discrimination prohibited by 49 C.F.R. Subtitle A, Part 21, Section 21.5, including in its employment practices.

(D) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the Subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential Subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Consultant 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 USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information which is required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Commission or the USDOT as appropriate, and shall set forth what efforts the Consultant has made to obtain the information.

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

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its Subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(G) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Commission or USDOT may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the United State to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

(20) APPROVAL: This Agreement is made and entered into subject to the

approval of the FHWA. The Commission shall have no liability whatsoever for any cost or loss to the Consultant if the FHWA does not approve this Agreement.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that this Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place or be delivered at Jefferson City, Missouri, by reason of which the Consultant consents to venue of any action against it in Cole County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Commission and the FHWA or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Commission has notice of a potential claim against the Consultant and/or the Commission based on the Consultant's services under this Agreement, the Consultant, upon written request of the Commission, shall retain and preserve its records until the Commission has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Commission or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Commission: Notices to the Commission shall be addressed and delivered to the following Engineer, who is hereby designated by the Commission as its primary authorized Engineer for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

Marc Lewis
Traffic Center Manager
Missouri Department of Transportation
1107 W Chestnut Expressway
Springfield, MO 65803
Telefax No.: (417) 864-1176
Telephone No.: (417) 895-7665

The Commission reserves the right to substitute another person for the individual named at any time, and to designate one or more other Engineers to have authority to act upon its behalf generally or in limited capacities, as the Commission may now or hereafter deem appropriate. Such substitution or designations shall be made by the Chief Engineer in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

Rick Zygowicz
Senior Associate
TransCore, LP
150 4th Avenue North, Suite 1200
Nashville, TN 37219
Telephone No.: (414) 331-5821

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more Consultant's Representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Commission.

(24) MISCONDUCT CERTIFICATIONS: Under penalty of perjury, false declaration, and any other applicable consequences pursuant to state and federal law, the Consultant by signing this Agreement hereby certifies, unless expressly noted by submission of written exceptions, that the Consultant and its principals (any person associated with the Consultant in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any other administrative position): (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local governmental entity; (2) have not been indicted, convicted, or had a civil judgment rendered against them in any matter involving fraud or official misconduct within the past three years; and (3) have not had any public transactions terminated for cause or default in the last three years. If there are any exceptions to this certification, the Consultant shall submit those exceptions in writing, and these exceptions will be considered in determining whether to procure professional services from the Consultant. The Consultant shall not execute a subcontract for services under this Agreement with any business or person the Consultant knows to be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by a federal agency unless authorized by the Commission.

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

Agreement.

(26) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Commission. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Commission's Engineer; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Commission under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Commission's Engineer, in advance.

(27) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

(28) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Commission and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(29) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars ($50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Commission to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Commission prior to the performance of such

subconsultant services under this Agreement.

(30) CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

(31) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit A: Scope of Services.

(B) Exhibit B: Estimate of Costs.

(C) Exhibit C: Schedule.

(D) Exhibit D: Work Eligibility Verification Affidavit.

(E) Figure 1: License Agreement.

(F) Figure 2: Software Processes.

[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 Consultant the _____ day of _____, 20_____.

Executed by the City the _____ day of _____, 20_____.

Executed by the Commission the _____ day of _____, 20_____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _____

Title: _____

ATTEST: (Commission seal)

_____
Secretary to the Commission

APPROVED AS TO FORM:

_____
Commission Counsel

TRANSCORE, LP

By: _____

Title: _____

ATTEST: (Consultant seal, if existing)

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

CITY OF SPRINGFIELD

By: _____

Title: _____

ATTEST: (City seal, if existing)

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

City Ordinance Number _____

Springfield Region

Advance Transportation Management System (ATMS)

Exhibit A: Scope of Services

Prepared for:

Transportation Management Center of the Ozarks
1107 W. Chestnut Expressway
Springfield, MO 65802

Prepared by:

150 4th Avenue North
Suite 1200
Nashville, TN 37219

September 9, 2016
Version 1.1 (v1g)

Document Revision History

Revision #	Date	Purpose
1.0	Aug-1-2016	Initial draft outline
1.1	Sept-9-2016	Incorporate comments and additional budget items

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INTRODUCTION

Through this contract, TransCore shall provide technical services and TransSuite software to the Missouri Department of Transportation (MoDOT) Southwest District and the City of Springfield. Include in these services are identification of regional-specific functional requirements, advanced transportation management system (ATMS) installation, software configuration, integration, and testing at the Transportation Management Center (TMC) of the Ozarks.

In addition, TransCore will provide operational support and software updates to allow the ATMS to maintain, refine, and continually improve the services provided to the TMC customers and partners. This document defines a high-level scope of work to be provided through this contract.

High level functions have been identified by the regional partners. Springfield is seeking an ATMS that will provide the following:

1. A system that is housed at the TMC with redundant capabilities and remote backup
2. Remote system access by field staff
3. Deployment of Event Management (EM) for incidents, roadwork, and special events
4. Integration with MoDOT TMS
5. Sensor data processing from Here.com, Wavetronic, and Acyclica
6. Data storage and retrieval of field data for performance measure reporting
7. CCTV control including pan/tilt/zoom of NTCIP compliant cameras
8. DMS control for NTCIP compliant signs
9. Furnish a CAD interface that supports import of external incidents from 911
10. Facilitate data feeds to public web site and external partners sites

Potential future support would include the following:

1. Future center to center data sharing, access, and control
2. AVL interface for local support vehicles and transit
3. RWIS stations support for advanced weather monitoring
4. Support for connected vehicle initiatives
5. Video wall systems support

Throughout the course of the project, TransCore will provide software system, network assistance, and ongoing operational support and training. The following document details the scope of work covering the tasks to be performed.

1 PROJECT MANAGEMENT

This task includes all activities necessary to administer and provide quality control for the project, including regular project coordination meetings, development of minutes and action items, cost and schedule control, development of regular progress reports, and contracting activities.

1.1 Project Manager

TransCore will provide a project manager who will coordinate directly with the project staff and TransCore personnel. The manager will help facilitate the planning, execution, review, and client acceptance of each aspect of the project. The individual will provide monitoring and control services to ensure that the project stays on schedule and budget and meets all quality standards.

1.2 Software Lead

TransCore will provide a software lead to manage software staff activities and act as a technical resource during the course of the contract. The software lead will help identify solutions to issues, as well as provide ideas on requested enhancements. They will provide monitoring on system software development and provide status on schedule and budget when required.

1.3 Invoicing

TransCore shall provide monthly invoices and progress reports to summarize the project status. The format of these reports will be mutually agreed upon between the client and TransCore. Key milestones accomplished shall be documented and copies of any generated documentation during the invoice period will be provided as reference; including but not limited to project meeting minutes, submitted schedules, or progress reports, which may contain itemized work tickets, ongoing / completed tasks, and cost to date.

1.4 Meetings

It is anticipated that regular meetings will be held throughout the course of the contract. The meeting times and places will be mutually agreed to at least two (2) weeks in advance of the scheduled date. It is anticipated that the client will provide a meeting space as needed; TransCore will provide a teleconference number for those that attend remotely. Meetings will be held bi-weekly.

1.5 Project Records & Files

TransCore will maintain the project records and files. Project records will include progress reports, meeting agenda and minutes, management plan and schedule updates, project correspondence, and other deliverables. The project records will be made available upon request or at intervals as directed.

<u>Deliverables</u>

- Bi-weekly project meetings
- Meeting documentation
- Project invoicing

2 TRANSSUITE ATMS DEPLOYMENT

There is currently no existing ATMS vendor in place for the Southwest (Springfield) Region. The TransSuite initial installation will focus on identifying critical systems and devices to be supported during the setup process. The following are tasks seen as needed to support the initial TransSuite ATMS deployment.

2.1 System Hardware and COTS

TransCore will specify, procure, provide, and install all necessary servers and COTS. This will include a complete set of production servers, test servers, and also test machines for the TransCore Atlanta Technology Center. SQL Server will also be included along with MapInfo for editing map files.

2.1.1 Deployment Plan

TransCore will develop and document a detailed plan containing the steps required for a smooth system rollout. The plan will contain at a minimum the following content:

1. Steps taken to verify system functionality and correct configuration
2. Roles and responsibilities for all parties, including TMC and TransCore staff
3. Revised schedule with critical path
4. Testing and verification requirements for plan progress and acceptance

The draft deployment plan will be submitted to the client for review. Following a 1-week review period, a meeting will be held to fully review the document and respond to comments. Following the review meeting a Final ATMS Deployment Plan will be submitted.

<u>Deliverables</u>

- Draft ATMS Deployment Plan
- Review Meeting with associated comments and responses
- Final ATMS Deployment Plan

2.2 Initial Test System Installation

TransCore will install an initial version of the TransSuite ATMS software in a test environment at the client TMC. This test system will be used to will be used to verify ATMS to field communications, inbound sensor receipt and processing, and device control. In addition it will provide hands-on experience with the TransSuite ATMS for staff wishing to train on the system prior to and after system deployment.

As part of the initial test system installation, several regional configured elements will be developed and or configured for review. These items are covered in the following tasks below.

2.2.1 Acyclica Sensor Data Pull Development

TransCore will develop a TransSuite ATMS driver to allow pulling sensor data from Acyclica servers. This data will be usable by the ATMS as other traditional detector station data.

TransCore will request documentation and contact information in order to develop a fully functional interface. TransCore will work with the TMC and the vendor to clarify any questions.

Deliverables

- Operational communications to pull and display Acyclica server data

2.2.2 Thin Client Deployment

Operators in the TMC will use Windows applications on their workstations; the applications will also be installed on a terminal server machine. In addition, a thin client application will be developed to allow basic functionality for external users. TransCore will work with the client to determine the acceptable functionality for the initial installation.

Deliverables

- Thin Client Interface for Initial Test Installation.

2.2.3 ATMS Map Creation

TransCore will create the map data files for the initial installation. These map files will be in "ShapeFile" format. The shapefiles will include the relationships to DMSs, responders, and CCTVs in order to support creating events with dynamic response plans.
TransCore will work with TMC staff to identify all relationships and responder associations. In addition, TransCore will train staff to edit the map files if requested.

Deliverables

- Map Files for Initial System Installation

2.2.4 Communications Verification

TransSuite ATMS software has been installed and configured to access the field communication infrastructure; the following items will be verified following an approved testing/verification procedure.

a. Valid communication and receipt of Wavetronics detector data, (10 units)
b. Valid communication and receipt of Here.com detector data, (Freeway segments)
c. Valid communication and receipt of Acyclica detector data, (Arterial segments)
d. Valid communication and control of NTCIP cameras, (approx. 140 cameras)
e. Valid communication and control of NTCIP Dynamic Message Signs (approx. 25 signs)

TransCore will develop and submit for review the communication verification procedures and results. The communication verification procedures are intended to demonstrate correct and acceptable communication for items listed above.

Deliverables

- Communication verification procedures and results

2.3 Module Configuration

Other modules and system functions anticipated as part of the initial deployment will also be configured. These include the following:

2.3.1 Event Management (EM)

TransCore will configure the specific module for use by the TMC including adding responder plans, DMS plans, ITIS codes, counters, and external support for TMS and websites as needed.

Furthermore, TransCore will work with the TMC staff to incorporate the existing CAD data into the EM. The data integration will consume the feed currently being created by the TMC and auto generates events within the EM module. From there TMC staff will be able to add DMS, ITIS codes, counters or other information to achieve with the event for future performance measurement efforts.

2.3.2 Traveler Information System (TIS)

TransCore will configure the Traveler Information System (TIS) module to support regional signs to be monitored and controlled by the TMC. This includes adding the sign format (pixel dimensions), assigning communication channels, preparing the initial DMS library messages, and adding locations of the devices to the ATMS Map.

2.3.3 Video Control System (VCS)

TransCore will configure the Video Control System (VCS) used to monitor, manage and control cameras. The effort includes adding the cameras to the system, initial preset definitions, and adding the devices to the ATMS Map.

2.3.4 Central Communications System (CCS)

TransCore will configure the Central Communications Server (CCS) module which handles field traffic to and from the ATMS. The CCS will monitor and manage the request and data transfers between field and central.

2.3.5 Traffic Management System (TMS)

TransCore will configure the Traffic Management System (FMS) module, which supports the ability for a client to define various information and warning messages for DMS. These include the ability to define Travel Time, Variable Advisor Speed Warning, and Rural Queue Detection using one or a combination of detection systems defined in the system.

2.3.6 ATMS MAP (MAP)

TransCore will configure the ATMS Map (MAP) to initial display layers that represent cameras, detectors, and signs. The MAP will also support the display of traffic through colored segments configured with input from the client.

2.3.7 Thin Client

TransCore will configure an initial Thin Client release that will be used by internal and external partners to view resources without the need for full system access. External partner access to thin client will be discussed with the client and the final website configured accordingly.

2.3.8 Data Portal

TransCore will configure an initial Data Portal release that will be used by internal and external partners to view detector and incident information without the need for full system access. External partner access to Data Portal will be discussed with the client and the final website configured accordingly.

2.3.9 External and XML Interface Support

TransCore will complete the configuration and integration necessary to support access by third party systems or the retrieval of third party data that can be used by the central ATMS. At a minimum, may include the following:

1. Provide an XML file containing detector data for the public website or third party use
2. Provide an XML file containing incident data for the public website or third party use
3. Read and write data exchanges with Here.com
4. Provide XML format that can be read by the ATMS to support import of CAD data

Deliverables

- Configured software modules and functions in test environment.
- TransSuite ATMS Demonstration of configured systems
- Completed TransSuite ATMS ready for acceptance testing

2.4 System Testing and Acceptance

TransCore will develop and conduct system acceptance testing. The acceptance testing will be accomplished with the newest version of the TransSuite ATMS software, operating on the TMC test hardware.

2.4.1 System Acceptance Test (SAT) Procedures

TransCore will produce System Acceptance Test (SAT) procedures for the deployed systems. The testing procedure will be divided into test cases, which will be comprised of several test steps. Each test case will demonstrate acceptable performance of one or more system functions. The test procedures will be submitted at least two weeks prior to running the acceptance test.

Following a 1-week review period, a meeting will be held to fully review the test procedure and respond to comments. Following the review meeting a Final System Acceptance Test Procedure will be submitted.

Deliverables

- Draft ATMS SAT.
- Review meeting with comments and responses.
- Final ATMS SAT.

2.4.2 Perform SAT

TransCore will conduct the System Acceptance Test Procedure on-site at the TMC on the system hardware. TransCore and client staff will arrange for the scheduling of the SAT a minimum of two weeks prior to testing date. The SAT will be conducted in the presence of a representative who will have the authority to sign off on each of the successfully completed steps and sections.

Deliverables

- Completed ATMS SAT

2.5 ATMS Production System and Operation

TransCore will assist with the formal production release and operation of the TransSuite ATMS. The effort will include setup of the production (live) system, server redundancy, training, and rollout.

2.5.1 System Production Environment

TransCore will provide on-site assistance in the set-up and configuration of the ATMS production environment. TransCore will work with the central hardware for the production environment setting up the server redundancy and backup system. TransCore will document any production system environment requirements and will work with client staff for their implementation.

Deliverables

- Operational Production System Environment with TransSuite ATMS software
- Backup and redundant system configuration

2.5.2 Operator Training

TransCore will provide training on the use and operation of the TransSuite ATMS software. Training will include instruction for hardware, software and database maintenance. The training program will be developed and presented for approval prior to the actual training.

The training will be conducted at the TMC. TransCore shall be responsible for developing and distributing training materials as needed. The client will be responsible for the availability of operational workstations for staff during the training.

Please note at this training will not cover basic operations of either computers or the operating environment. Therefore, it is assumed that all participants will have a working knowledge of the Microsoft Windows environment prior to the training sessions.

Training will happen in phases with at least two training sessions prior to the system going live. The first training session will be a group introduction to the system meant to provide a high level review of the overall functions and features of the system. It will include examples and scenarios on how the system will improve their ability to service the public.

The second round of training will be done at least two weeks prior to the system going live. This training is intended to be more personalized and focused on small group or individual sessions to ensure a level of confidence can be gained by staff prior to having to use the ATMS on a

continuous and ongoing manner. The agenda for these sessions is more focused on features that will be used on a daily basis.

Deliverables

- Introduction Training,
  (2-sessions, under 4 hours, class room setting, up to 14 participants total)
- Specific functionality training
  (16 hours total, small or individual sessions, hands-on setting)

2.5.3 Workstation Setup

TransCore will provide on-site assistance in the installation of the TransSuite ATMS on the Springfield TMC operator workstations. TransCore will provide staff that can install and configure necessary software.

Deliverables

- Operational TransSuite ATMS software on Operator Workstations (approx. 6 stations)

2.5.4 System Activation

TransCore will provide on-site assistance during the system activation (live system). TransCore will work with TMC staff to train and to assist the system operators in the use of TransSuite prior to the system being activated.

Deliverables

- Operators using TransSuite ATMS software to manage Springfield regional ITS

2.5.5 Documentation

TransCore will provide software module documentation in the form of PDFs and or through the use of online help files accessible through the central software.

TransSuite ATMS is dependent upon COTS software, for these TransCore will deliver the documentation provided with this software as normally provided by the manufacturer/supplier. The client is alerted that the quantities of the documentation are generally limited to the number of licenses provided (or only one), does not include source code, and is often provided only in electronic form such as on-line help. Additional documentation for these COTS products may be purchased directly from the manufacturer/supplier by the client as deemed necessary. .

3 ONGOING SUPPORT

After installation of the core ATMS deployment, the client and TransCore shall work together to maintain the current operation level of TransSuite and develop enhancement to the software. The areas to be maintained under operational support include:

1. TransSuite® Systems
2. Third party software applications (installed by TransCore)
3. ATMS Servers

It is anticipated that both preventative and corrective maintenance will be supported under this contract. Preventative maintenance shall be done on regularly defined intervals, regardless of any issues being present. While corrective maintenance is seen as addressing issues that interrupt system performance and cannot wait to be addressed during a planned maintenance window. Operational support covers tasks that typically take 1-2 hours to address. Tasks taking longer than this are covered under Support Services.

3.1 TransSuite Systems

Ongoing support and troubleshooting of the TransSuite systems shall be provided as part of the operational support. These efforts will be focused on identification and correction of raised issues / error messages as well as potential solutions to address needs raised by client staff. TransSuite systems as defined by this contract include the software modules identified in the current Statewide License agreement or an updated agreement if necessary.

3.2 Third Party Applications

TransCore utilizes different third party applications. This software is used to perform functions critical to the successful operations of the TransSuite systems. Examples of the type of third party applications that may be part of this task include server operating systems, virtual machine packages that host the software, mapping applications, or video display bundles.

Third party applications will be updated on an as-needed basis, or as directed by the client. The following are anticipated third-party applications that shall be maintained as part of the operational support task, they include:

1. MapInfo: One (1) license

All other third party applications not called out specifically by the contract will be identified and brought to the Client's attention if they require any action or reconfiguration of the overall system; otherwise all systems will be maintained as currently installed.

3.3 ATMS Servers

TransCore shall maintain three separate environments; a production, backup, and test system. TransCore will continue to maintain these environments and update them as needed throughout the course of the contract period. Disruptions to any of the three will be planned in advance.

3.3.1 Test / Training Environment

The test environment is seen as a vital system used in troubleshooting and delivery of new software and services. TransCore will maintain this server environment, and update it as needed to review and assess new product enhancements, software corrections, or to determine capability with third party or outside agency applications that may be required by other departments. Maintenance on the test environment will be done with at least 24 hours notice to the TMC, unless directed otherwise.

This environment can also be used as a training environment. When new features are planned, updates to the environment will be done at least fourteen (14) calendar days prior to new

software systems being released on the production sites. This will allow time for TMC operators and other critical staff, to experience new features or enhancements before being released on the live production environment

3.3.2 Production Environment

The live system supports ongoing regional operations, and is seen as the most critical of the server environments. TransCore shall continue to maintain the existing production and backup environments, updating as corrections or enhancements are released. Release notes for upcoming or patches or system enhancements during the course of the performance period will be submitted prior to updating the production environments.

For the production environment any significant downtime, planned for longer than 60 minutes, TransCore shall provide at least fourteen (14) calendar days notice to allow time to alert critical staff and partners. For any unplanned downtime, TransCore will notify partner agencies in a timely manner and keep them informed on progress and estimated time until system is again available.

3.4 Documenting Support Activities

Tasks performed as part of the ongoing operational support shall be documented at the regular coordination meetings. A running list of "action items" shall be generated and tracked to ensure that activities associated with ongoing support are addressed in a timely fashion. For significant issues involving software concerns; requests shall be given a JIRA number in Atlanta's software tracking software. Updates on the status of each JIRA request shall be provided at the regular coordination meetings.

<u>Deliverables</u>

- Copy of third party updated licenses
- Software release notes

4 SUPPORT SERVICES

It is anticipated that during this period, TransCore shall be asked to provide non-specific support services that are critical and related to supporting the ATMS or interact with the central software systems and functions. For these activities, which can last from a few hours to a few days of effort, Support Services will be used. TransCore working with client staff will identify tasks and effort for these services which may include but is not limited to the following:

1. Supporting new device pilot deployments
2. Updating software support for an existing device new firmware
3. Supporting the Department in their system troubleshooting efforts
4. Review of JSP or bid documents
5. Providing technical review and consultation on project planning activities
6. Completing required change management requests
7. System reconfiguration to support requested data outputs
8. MapInfo Quality check and shape file generation for ATMS Map

9. System training on new, existing, or modified features as requested
10. Support management requests for system data for special events or construction projects
11. Network and database services to support field communications
12. Public relations activities involved with the ATMS and related TMC services

TransCore will alert the client when activities are likely to fall under this category and provide an estimated cost. Likely efforts that will fall under this category are explored in greater detail below.

4.1 Device Integration

TransCore will integrate and configure new or modified field devices into ATMS as requested by the Client through an issued change management request. These devices may include: detectors, CCTV, DMS, CMS, or any other devices compatible with TransCore ATMS modules. Both freeway and arterial detector integration shall include all necessary configurations in all necessary ATMS modules to obtain valid travel time segments as defined by the TMC.

4.2 New Device Integration

Upon written request, TransCore shall provide technical guidance/support to Springfield or their vendors and partners in testing new devices, not currently compatible with TransCore ATMS modules. Technical assistance maybe requested for testing new device models or testing of new ITS products and/or new technologies as they become available.

4.3 Training

The client may request additional system training on new or existing system features and enhancements. The number of participants, topics, and length will be discussed prior to scheduling. For the purposes of this maintenance contract it is assumed that one training session will be held covering system advance features and new enhancements will be covered. All documentation generated for the training will be made available electronically.

4.4 System Configuration Support

TransCore will assist with general configuration support of the system including but not limited to DMS travel time adjustments, VAS settings, or actions that promotes limited or uninterrupted function of the central system as it continues to expand or change to meet growing operational needs. With limited staff to assist with future configuration of the TransSuite system TransCore will be called to fill this need, or to make system adjustments that are determined to be vitality important; using staff provided by TransCore who have a higher degree of system proficiency.

4.5 Third Party Service Integration

For third-party services to be integrated with the central system a separate contract with detailed requirements will be requested. In that contract a process for how third party access to API or XML code will be provided as well as technical contacts for TransCore to use will be presented. Schedule and milestones will be discussed and agreed to by both the Third Party service and TransCore before work proceeds. Funds may be added to this existing contract in

the form of a supplemental to provide for separate integration and coordination efforts with third party service.

5 SYSTEM ENHANCEMENTS

It is anticipated that during this period, TransCore shall develop and implement requested specific software enhancements. TransCore working with client staff will identify and develop requirements for the desired enhancements. The work is anticipated to take place over one phase(s) and within the contract performance period, starting with date of contract execution.

5.1 Enhancement Process

The Client and TransCore will do system enhancements under a design framework that consists of the following steps.

1. Identification of potential enhancement ideas
2. Initial description of each enhancement idea
3. Preliminary budget for prioritized enhancement list
4. Simple design outline that details exact features to be provided
5. Final enhancement selection approval by MoDOT

The enhancement design process is not intended to be an exhaustive exercise, but rather a process reflecting proposed changes that are likely to be incremental in nature. Thus the design process is streamlined to accommodate a more rapid discussion and delivery of the final requested changes.

5.2 Development Stage

During the development stage, TransCore shall provide regular updates on progress made, issue encountered, or question raised by software engineers. The development is seen as an iterative process with input along the way from the client. Efforts will be made to include and keep staff engaged throughout the process.

If significant changes to scope of enhancements happen during the development process it may require re-evaluating schedule and budget. Impacts and adjustments will be discussed with the Client as it occurs.

TransCore has moved to a quarterly software release schedule. Due to the nature of development work, it may not be feasible to provide every feature requested, but rather to deploy the most desired features first, with the additional desired features during a subsequent software release. TransCore will work with the Client to ensure primary or highly desired features are prioritized during development scheduling.

TransCore will work to follow an established process for development work done under this contract. Work will happen per the processes established in Figure 2: Software Processes.

5.3 Testing

Testing during development will be performed by TransCore at their facilities. As features become ready for outside review, the test environment will be updated for review. If the test environment cannot be utilized, screenshots, or an enhancement preview using a web based conference tool may be substituted to help the client gain a better understanding of features and functions to be deployed.

Prior to formal build release, the test environment will be updated to allow for acceptance testing. TransCore will work with the Client to develop a set of test steps that will be used to demonstrate final enhancements meet expected results.

5.4 Deployment

Once cleared to be deployed, TransCore shall work with local staff to schedule an appropriate window of time to deploy on the production environments. Typical deployment will happen during business hours and avoid weeks with national or state holidays. Depending on the scope of the deployment, TransCore shall provide an estimated timeframe to complete the work so appropriate notification of partners can be provided.

Over the 48 hour window following a deployment TransCore will remotely monitor the system to ensure that the deployment has been done successfully. If any questions or comments do occur they can be provided at the next regularly scheduled meeting; or if deemed significant issued to the TransCore project manager directly by phone or email.

6 PAYMENT TERMS

The contract will be cost plus monthly invoices will be submitted. Invoices will show hours spent for services and enhancements, which will be given separate charge codes for tracking purposes. For the project a fixed fee of 12% will be used and the current TransCore audited overhead rate.

6.1 Invoice Formatting

Given the dual nature of the fixed price and cost plus elements, TransCore will work to establish appropriate invoicing formats to be used for the contract before the first submission.

7 SCHEDULE

The contract duration is for a period ending November 1, 2019. At the end of the maintenance period a new maintenance contract will be negotiated.

Exhibit B: Estimate of Costs

TRANSCORE

150 4th Avenue North, Suite 1200
Nashville, TN 37219

Consultant Contract Fee Computation - Exhibit B

Summary of Costs

Project: Springfield-ATMS
Revised: September 9, 2016

Prepared By:
Rick Zygowicz
414-331-5821
Rick.Zygowicz@TransCore.com

Prepared For:
Customer: MoDOT/City of Springfield
Contact: Marc Lewis

Labor Costs

Person		Role	Hours	Rate	Total
David Shackelford		Software Manager	655	$ 65.30	$ 42,773.40
Keith Patton		Responsible Officer	8	$ 68.25	$ 546.01
Rick Zygowicz		Project Manager	148	$ 52.89	$ 7,828.00
Glen Holcomb		Senior Software Engineer	88	$ 48.26	$ 4,247.06
James Lewis		Software Engineer	96	$ 40.74	$ 3,911.31
Eric Purser		Software Support	80	$ 37.10	$ 2,968.37
Kevin Jones		Software Support	120	$ 21.59	$ 2,590.50
Leticia Tomusiak		Quality Control Engineer	80	$ 34.60	$ 2,767.98
Michael Bayer		Senior Systems Engineer	292	$ 47.51	$ 13,873.18
Tiffany Bronk		Support Coordinator	712	$ 31.54	$ 22,457.98
Total Direct Labor			*2,279*		*$ 103,963.78*
Overhead	131.99%				$ 137,221.80
Subtotal					*$ 241,185.58*
Fee	12.00%				$ 28,942.27
Subtotal Labor Costs					**$ 270,127.85**

Direct Expenses		Total
Airfare	$	1,800.00
Hotel	$	1,513.00
Car Rental & Fuel	$	960.00
Mileage	$	1,120.00
PerDiem	$	867.00
Parking	$	100.00
Hardware & COTS	$	63,500.00
License	$	-
Subtotal Direct Expenses	**$**	**69,860.00**

Subconsultants		Total
GBAsi	$	-
Vireo	$	-
Subtotal Subconsultants	***$***	-

Project Total	**$**	**339,987.85**

TRANSCORE

Estimate of Hours

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS
Customer: MoDOT/City of Springfield
Revised: September 9, 2016

Task	Description	Employee Name:	David Shackelford	Keith Patton	Rick Zygowicz	Glen Holcomb	James Lewis	Eric Purser	Kevin Jones	Leticia Tomusiak	Michael Bayer	Tiffany Bronk	
		Role:	Software Manager	Responsible Officer	Project Manager	Senior Software Engineer	Software Engineer	Software Support	Software Support	Quality Control Engineer	Senior Systems Engineer	Support Coordinator	Total
1	**Project Management**												
1.1	Project Manager				20								**20**
1.2	Software Lead		20										**20**
1.3	Invoicing				20								**20**
1.4	Meeting Coordination		60	8	60							60	**188**
1.5	Project Records / Files				39								**39**
	Task Subtotal		80	8	139							60	**287**
2	**TransSuite ATMS Deployment**												
2.1	System Hardware and COTS		2		9						8	8	**27**
2.2	Initial Test System Installation		69			8			40		16	150	**283**
2.3	Module Configuration		120				16			6	28	77	**247**
2.4	System Testing / Acceptance		4							34		32	**70**
2.5	Production System / Operation		48								40	68	**156**
	Task Subtotal		243		9	8	16		40	40	92	335	**783**
3	**Ongoing Support**												
3.1	TransSuite Systems		40								40	40	**120**
3.2	Thrid Party Applications											4	**4**
3.3	ATMS Servers		70								80	80	**230**
3.4	Documentation Support											40	**40**
	Task Subtotal		110								120	164	**394**
4	**Support Services**												
4.1	Device Integration											45	**45**
4.2	New Device Support		40										**40**
4.3	Training											16	**16**
4.4	System Configuration Support											50	**50**
4.5	Third Party Service Support		2									2	**4**
	Task Subtotal		42									113	**155**
5	**System Enhancments**												
5.1	Enhancement Process												
5.2	Development Stage		100			80	80	80	80				**420**
5.3	Testing		40							40	40		**120**
5.4	Deployment		40								40	40	**120**
	Task Subtotal		*180*			*80*	*80*	*80*	*80*	*40*	*80*	*40*	***660***
Project Total			655	8	148	88	96	80	120	80	292	712	**2,279**

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Direct Expenses

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS
Customer: MoDOT/City of Springfield
Revised: September 9, 2016

Task	Description	Direct Cost: / Unit Rate:	Airfare	Hotel	Car Rental & Fuel	Mileage	PerDiem	Parking	Hardware & COTS	License	Total
			$600.00	$89.00	$80.00	$0.56	$51.00	$25.00	$1.00	$0.00	
1	**Project Management**										
1.1	Project Manager										$ -
1.2	Software Lead										$ -
1.3	Invoicing										$ -
1.4	Meeting Coordination			5		2,000	5	1			$ 1,845.00
1.5	Project Records / Files										$ -
	Task Subtotal		*0*	*5*	*0*	*2,000*	*5*	*1*	*0*	*0*	*$ 1,845.00*
2	**TransSuite ATMS Deployment**										
2.1	System Hardware and COTS								63,500		$ 63,500.00
2.2	Initial Test System Installation		1	5	5		5	1			$ 1,725.00
2.3	Module Configuration										$ -
2.4	System Testing / Acceptance										$ -
2.5	Production System / Operation										$ -
	Task Subtotal		*1*	*5*	*5*	*0*	*5*	*1*	*63,500*	*0*	*$ 65,225.00*
3	**Ongoing Support**										
3.1	TransSuite Systems										$ -
3.2	Thrid Party Applications										$ -
3.3	ATMS Servers										$ -
3.4	Documentation Support										$ -
	Task Subtotal		*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*$ -*
4	**Support Services**										
4.1	Device Integration										$ -
4.2	New Device Support										$ -
4.3	Training		1	5	5		5	1			$ 1,725.00
4.4	System Configuration Support										$ -
4.5	Third Party Service Support										$ -
	Task Subtotal		*1*	*5*	*5*	*0*	*5*	*1*	*0*	*0*	*$ 1,725.00*
5	**System Enhancments**										
5.1	Enhancement Process										$ -
5.2	Development Stage										$ -
5.3	Testing		1	2	2		2	1			$ 1,065.00
5.4	Deployment										$ -
	Task Subtotal		*1*	*2*	*2*	*0*	*2*	*1*	*0*	*0*	*$ 1,065.00*
Project Total Quantity			3	17	12	2,000	17	4	63,500	0	
Project Total Cost			$ 1,800.00	$ 1,513.00	$ 960.00	$ 1,120.00	$ 867.00	$ 100.00	$ 63,500.00	$ -	**$ 69,860.00**

TRANSCORE

Summary of Costs by Task

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS
Customer: MoDOT/City of Springfield
Revised: September 9, 2016

Task	Description	Total Labor Costs	Direct Expenses	Total
1	**Project Management**			
1.1	Project Manager	$ 2,748.57	$ -	$ 2,748.57
1.2	Software Lead	$ 3,393.51	$ -	$ 3,393.51
1.3	Invoicing	$ 2,748.57	$ -	$ 2,748.57
1.4	Meeting Coordination	$ 24,762.26	$ 1,845.00	$ 26,607.26
1.5	Project Records / Files	$ 5,359.71	$ -	$ 5,359.71
	Task Subtotal	*$ 39,012.61*	*$ 1,845.00*	*$ 40,857.61*
2	**TransSuite ATMS Deployment**			
2.1	System Hardware and COTS	$ 3,219.43	$ 63,500.00	$ 66,719.43
2.2	Initial Test System Installation	$ 29,222.91	$ 1,725.00	$ 30,947.91
2.3	Module Configuration	$ 32,361.36	$ -	$ 32,361.36
2.4	System Testing / Acceptance	$ 6,357.89	$ -	$ 6,357.89
2.5	Production System / Operation	$ 18,655.29	$ -	$ 18,655.29
	Task Subtotal	*$ 89,816.87*	*$ 65,225.00*	*$ 155,041.87*
3	**Ongoing Support**			
3.1	TransSuite Systems	$ 15,003.13	$ -	$ 15,003.13
3.2	Thrid Party Applications	$ 327.82	$ -	$ 327.82
3.3	ATMS Servers	$ 28,309.50	$ -	$ 28,309.50
3.4	Documentation Support	$ 3,278.22	$ -	$ 3,278.22
	Task Subtotal	*$ 46,918.67*	*$ -*	*$ 46,918.67*
4	**Support Services**			
4.1	Device Integration	$ 3,688.00	$ -	$ 3,688.00
4.2	New Device Support	$ 6,787.03	$ -	$ 6,787.03
4.3	Training	$ 1,311.29	$ 1,725.00	$ 3,036.29
4.4	System Configuration Support	$ 4,097.77	$ -	$ 4,097.77
4.5	Third Party Service Support	$ 503.26	$ -	$ 503.26
	Task Subtotal	*$ 16,387.35*	*$ 1,725.00*	*$ 18,112.35*
5	**System Enhancments**			
5.1	Enhancement Process	$ -	$ -	$ -
5.2	Development Stage	$ 47,668.30	$ -	$ 47,668.30
5.3	Testing	$ 15,320.92	$ 1,065.00	$ 16,385.92
5.4	Deployment	$ 15,003.13	$ -	$ 15,003.13
	Task Subtotal	*$ 77,992.35*	*$ 1,065.00*	*$ 79,057.35*
Project Total		$ 270,127.85	$ 69,860.00	**$ 339,987.85**

Exhibit C: Schedule

ID	Task Name	Duration	Calendar Days	Predece	Start	Finish
1	**SPRINGFIELD - ATMS**	**1047 days**	0		**Tue 11/1/16**	**Tue 11/3/20**
2	**PROJECT MANAGEMENT**	**784 days**	0		**Tue 11/1/16**	**Thu 10/31/19**
3	NTP	1 day	1		Tue 11/1/16	Tue 11/1/16
4	Project Oversight	783 days	1024	3	Wed 11/2/16	Thu 10/31/19
5	Kickoff Meeting	1 day	1	3	Wed 11/2/16	Wed 11/2/16
6	Updated Schedule	1 day	1	3	Wed 11/2/16	Wed 11/2/16
7	**Bi-Weekly Mtgs / Progress Rts**	**556 days**	**0**	**5**	**Thu 11/3/16**	**Thu 12/20/18**
69						
70	**ATMS DEPLOYMENT**	**125 days**	5		**Wed 11/2/16**	**Tue 4/25/17**
71	**2.1 System Hardware / Software**	**42 days**	**1**		**Wed 11/2/16**	**Thu 12/29/16**
72	System Hardware Submission	5 days	7	3	Wed 11/2/16	Tue 11/8/16
73	Review: Hardware Specs	7 days	9	72	Wed 11/9/16	Thu 11/17/16
74	Draft Deployment Plan	7 days	9	3	Wed 11/2/16	Thu 11/10/16
75	Review: Deployment Plan	7 days	11	74	Fri 11/11/16	Mon 11/21/16
76	Final Deployment Plan	7 days	9	75	Tue 11/22/16	Wed 11/30/16
77	Hardware / COTS Software Procure.	30 days	42	73	Fri 11/18/16	Thu 12/29/16
78	**2.2 Initial Test System Installation**	**24 days**	**0**	**77**	**Fri 12/30/16**	**Wed 2/1/17**
79	Test System Install / Config	9 days	13	77	Fri 12/30/16	Wed 1/11/17
80	Acyclica Sensor Data Pull Dev	9 days	13	79	Thu 1/12/17	Tue 1/24/17
81	ATMS Map Creation	15 days	21	76	Fri 12/30/16	Thu 1/19/17
82	Thin Client Development	9 days	13	81	Fri 1/20/17	Wed 2/1/17
83	Field Comm Verification	5 days	7	79	Thu 1/12/17	Wed 1/18/17
84	Field Device Config	9 days	13	83	Thu 1/19/17	Tue 1/31/17
85	**2.3 Module Configuration**	**20 days**	**1**	**80**	**Wed 1/25/17**	**Tue 2/21/17**
86	Event Management (EM)	9 days	13	80	Wed 1/25/17	Mon 2/6/17
87	Traveler Information System (TIS)	5 days	7	80	Wed 1/25/17	Tue 1/31/17
88	Video Control System (VCS)	15 days	21	87	Wed 2/1/17	Tue 2/21/17
89	Central Communication System (CCS)	5 days	7	87	Wed 2/1/17	Tue 2/7/17
90	Traffic Management System (TMS)	5 days	7	89	Wed 2/8/17	Tue 2/14/17
91	ATMS Map (MAP)	5 days	7	89	Wed 2/8/17	Tue 2/14/17
92	Thin Client (THIN)	3 days	3	91	Wed 2/15/17	Fri 2/17/17
93	Data Portal (PORTAL)	3 days	3	89	Wed 2/8/17	Fri 2/10/17
94	External XML Support	5 days	5	93	Mon 2/13/17	Fri 2/17/17
95	**2.4 Testing**	**33 days**	**1**	**92**	**Mon 2/20/17**	**Wed 4/5/17**
96	Draft Systems Accept. Testing (SAT)	14 days	18	92	Mon 2/20/17	Thu 3/9/17
97	Review: SAT Document	14 days	20	96	Fri 3/10/17	Wed 3/29/17
98	Perform SAT	5 days	7	97	Thu 3/30/17	Wed 4/5/17
99	**2.5 Production Environment**	**47 days**	**1**	**94**	**Mon 2/20/17**	**Tue 4/25/17**
100	Email Environment Setup	5 days	5	94	Mon 2/20/17	Fri 2/24/17
101	Operator Training	9 days	11	100	Mon 2/27/17	Thu 3/9/17
102	Workstation Setup	2 days	2	100	Mon 2/27/17	Tue 2/28/17
103	System Activation	1 day	1	101	Fri 3/10/17	Fri 3/10/17
104	System Documentation	14 days	20	98	Thu 4/6/17	Tue 4/25/17
105						
106	**ONGOING SUPPORT**	934 days	1307	98	Thu 4/6/17	Mon 11/2/20
107						
108	**SUPPORT SERVICES**	952 days	1331	103	Mon 3/13/17	Mon 11/2/20
109						
110	**SYSTEM ENHANCEMENTS**	**1 day**	**1**	**108**	**Tue 11/3/20**	**Tue 11/3/20**
111	(Task Order Based)	1 day	1		Tue 11/3/20	Tue 11/3/20

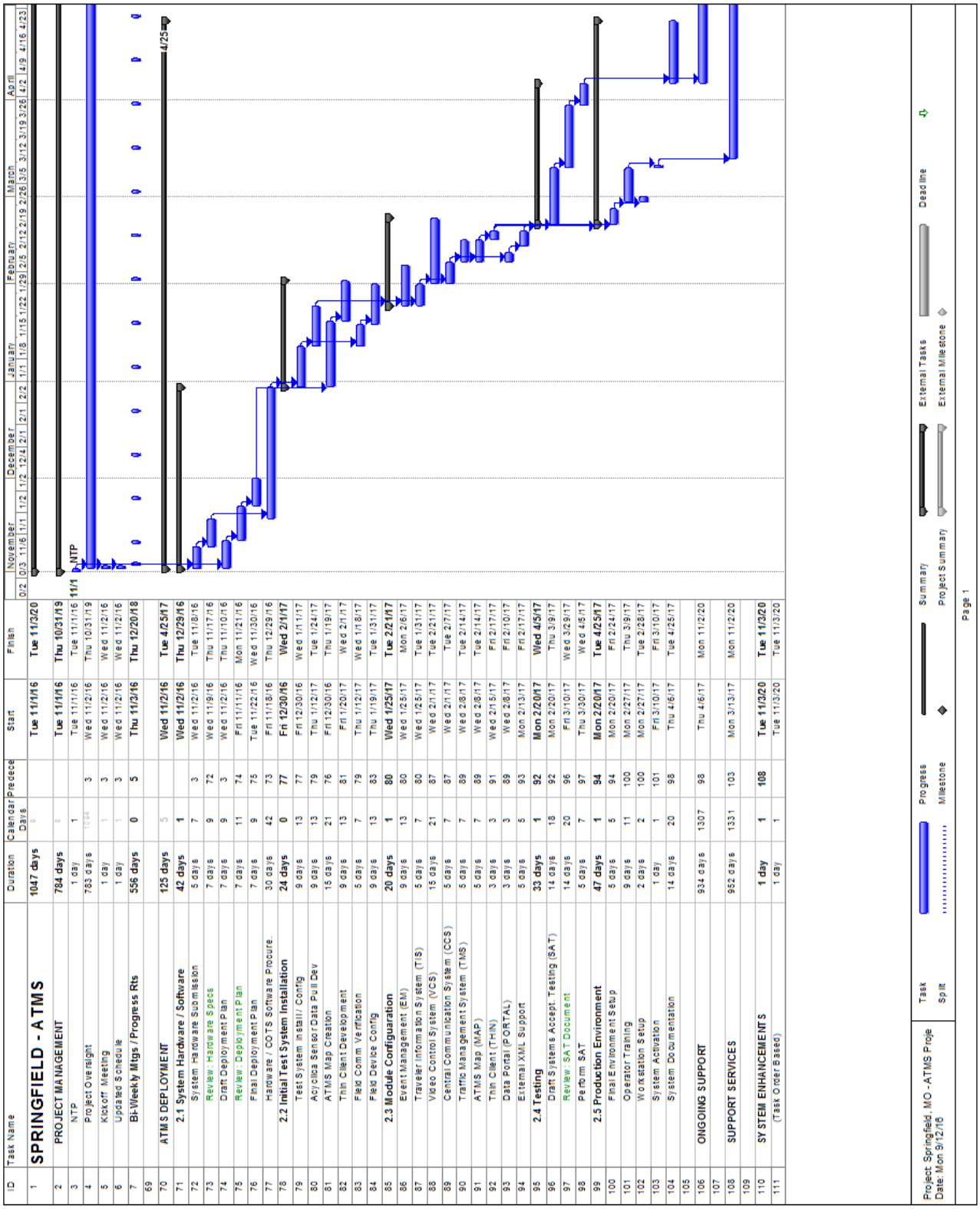


Exhibit D: Work Eligibility Verification Affidavit

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF $5,000
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Tennessee)
) ss
COUNTY OF Davidson)

On this 13th day of September, 2016, before me appeared MICHAEL HOLLING, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is MICHAEL HOLLING, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the VICE PRESIDENT (title) of TRANSCORE ITS, LLC (business name), and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for subcontractors that knowingly employ

or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this 13th day of September, 2016.

Notary Public

My commission expires: 8/17/2020

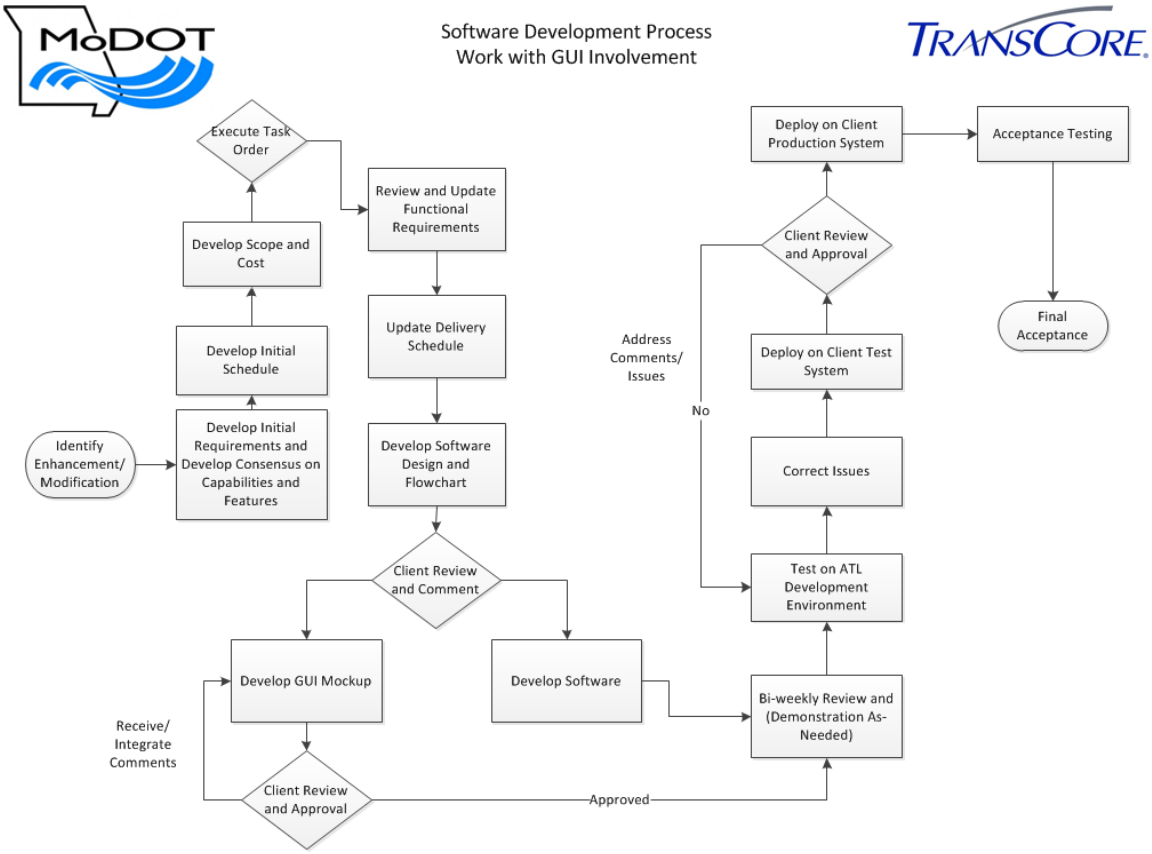
[documentation of enrollment/participation in a federal work authorization program attached]

NICHOLE RICHARDSON
STATE OF TENNESSEE NOTARY PUBLIC
CHEATHAM COUNTY

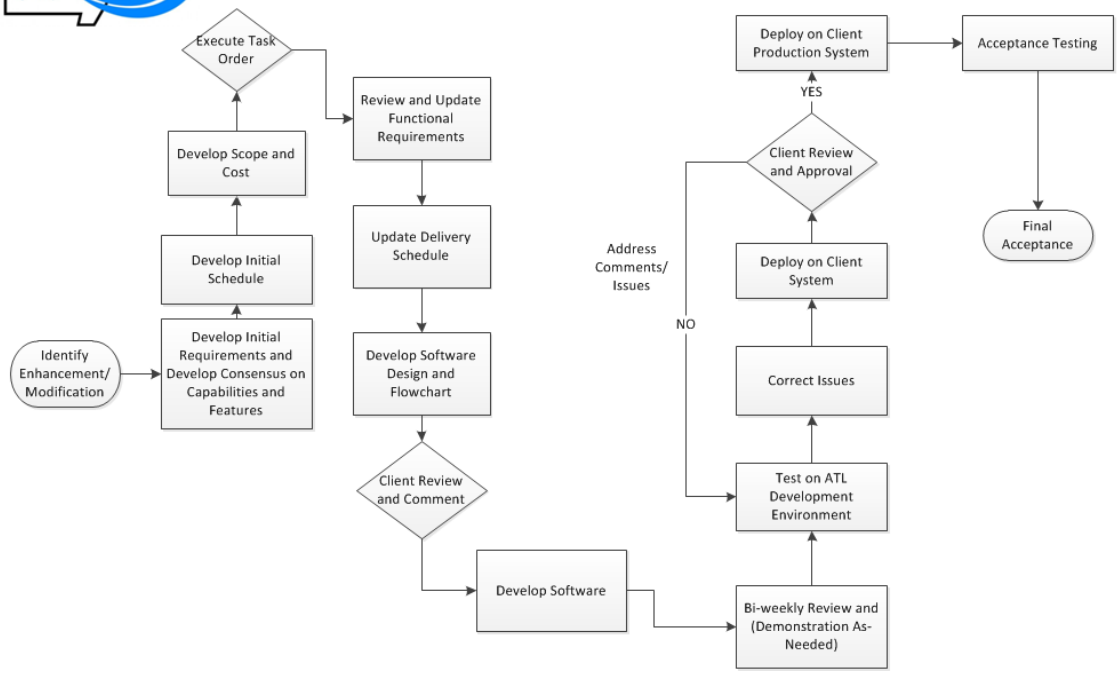
Figure 1: License Agreement

(No new license agreements need to be executed at this time…)

Figure 2: Software Processes



Software Development Process
Back End Tasks



One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 11-08-16

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 263 GENERAL ORDINANCE NO. _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an Agreement for an Encroachment License with the General Council of the Assemblies of God; for the purpose of allowing an encroachment onto City right-of-way, for the placement of bollards located at 1445 North Boonville Avenue, to allow for safe ingress and egress, under the same terms and conditions as encroachments are permitted on City rights-of-way under Chapter 98, Article VII of the Springfield City Code.

_____

WHEREAS, certain encroachments on City rights-of-way require the approval of City Council; and

WHEREAS, City staff has reviewed this request and recommends approval.

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

Section 1 – Authorizing the City Manager, or his designee, to enter into an Agreement for an Encroachment License with the General Council of the Assemblies of God, for the purpose of installation of bollards on City right-of-way; said agreement to be in substantially the form as that document attached hereto and incorporated herein by reference as "Exhibit A."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: Greg Burns, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-263

FILED: 10-25-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement with the General Council of the Assemblies of God, to install and maintain five bollards on public right-of-way at the entrance into the building at 1455 North Boonville Avenue.

BACKGROUND INFORMATION: The purpose of the bollards is to provide for additional security. The portion of the entrance into the building that is on private property has a heating element underneath the concrete that extends to the public right-of-way. This makes it cost prohibitive to place the bollards on private property. Since this would be in public right-of-way, a license agreement is required to bring the encroachment into compliance with current city code.

REMARKS: The license agreement ("Exhibit A") permits the property owner to install five bollards, shown in detail in "Exhibit B," 12 inches onto public right-of-way in the location shown on the map "Exhibit C," and more completely identified in the legal description attached as "Exhibit D."

This ordinance supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 3, Create innovative strategies for revitalization; Objective 3d, Increase adaptive re-use of existing institutions and buildings.

FINANCIAL: Proof of insurance has been received by the Department of Public Works, to protect the interests of the City of Springfield in connection with this project.

RECOMMENDATION: Public Works recommends passage of this Council bill.

Submitted by:

Martin Gugel, P.E.
Assistant Director of Public Works

Recommended by:

Dan Smith, P.E.
Director of Public Works

Approved by:

Greg Burris,
City Manager

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	ENCROACHMENT 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	General Council of the Assemblies of God Attn: Robert Bornert 1445 N. Boonville Ave. Springfield, MO 65802 rbornert@ag.org Phone: 417-773-7946

AGREEMENT FOR ENCROACHMENT LICENSE

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by the Encroachment Licensee 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 bollards, shown on **Exhibit A**, on City right-of-way at 1445 N. Boonville Ave., legally described as shown below and on **Exhibit B**. Licensee shall erect, install, and maintain in good repair said encroachment in strict accordance with the terms and conditions of the permit issued by the City Public Works Department; Chapter 98, Article VII, of the Springfield City Code and all other applicable codes of the City; and State and Federal laws and regulations. Licensee may use the right-of-way abutting the real property at said address, except the last six feet to the curb face.

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

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

3. All signs and markings on the encroachment shall conform to the approved permit and shall not be altered. Licensee grants to City a cross-easement to the property identified on **Exhibit B** as may be necessary to allow City to enter said property to remove the encroachment in the event Licensee fails to comply with the provisions of Chapter 98, Article VII of the Springfield City Code or fails to remove the encroachment on termination of this license. Licensee (if Licensee is a tenant, Licensee's landlord) consents that in such event that a lien may be placed by the City on the property for the reasonable cost of removal of the encroachment. Licensee (if Licensee is a tenant, Licensee's Landlord) also agrees that City, its agents and employees, shall be immune from any damage to the building at 1445 N. Boonville Ave. occasioned by the removal of such encroachment under this paragraph in addition to the rights of the City, its agents and employees under paragraphs 3 and 5.

4. Licensee shall at all times during the term of this Agreement carry a premises-liability-insurance policy on the property. Such policy shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php). This year, such insurance shall be in an amount of not less than $2,734,567.00 (Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars) combined, single-limits coverage with an insurance company qualified to transact business in Missouri and acceptable to City. 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. The certificate of insurance shall be filed with the City within ten (10) days after the date of effectiveness of this Agreement. 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 encroachment over, under, or across City's property or right-of-way if City determines that City property is being substantially damaged by the encroachment, or that the Licensee has failed to maintain the required insurance on file with City, or that the encroachment constitutes a hazard to the traveling public or other persons. Should the foregoing occur, City shall furnish Licensee with notice requiring removal. After receipt of notice, Licensee shall thereafter immediately remove the encroachment and restore City property and right-of-way to the same or better condition as existed prior to the installation of the encroachment. In the event Licensee fails to promptly remove the encroachment and restore the 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 shall be placed upon the abutting real property for the cost of removal, to which Licensee and Licensee's Landlord (if applicable) agree.

6. This License shall terminate upon transfer of either the abutting property owner's property interest or the encroachment property owner's property interest within thirty (30) days of such transfer unless a new encroachment license has been issued, provided that the obligation to indemnify and insure on behalf of City shall survive and continue to run with the land until the encroachment and all parts thereof have been removed or a new license with adequate insurance and indemnification guarantees are provided to City. This license shall be recordable in the land records of the Greene County recorder's office.

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 encroachment, or by any reason of any defects in the design or installation of the encroachment, the location of the encroachment or its placement, collapse, failure, or combustion of the encroachment, in whole or in part. Licensee agrees to be responsible for all losses, destruction, or damage to any property of City, including said right-of-way, growing out of the erection, installation, construction, maintenance, repair, or removal of said encroachment, 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 encroachment on the right-of-way.

8. In no event shall City be liable to Licensee or any third person for damage or injury to Licensee's (if Licensee is a tenant, to Licensee's Landlord's) facilities and property placed on the right-of-way pursuant to this License or to Licensee's (if Licensee is a tenant, to Licensee's Landlord's) real property if City is required to remove the encroachment. The obligation of Licensee to indemnify City shall survive the termination of the License as to occurrences taking place prior to removal of the encroachment.

9. Additional terms: Licensee shall abide by the terms and conditions of the permit to be issued by the Department of Public Works to construct said encroachment.

10. The obligations of this License shall run with the land identified in **Exhibit B** and shall be binding upon Licensee's respective grantees, heirs, personal representatives, successors and assigns, as long as the encroachment shall remain upon City property or right-of-way.

11. Signing this License does not grant a right or interest in this License.

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 License 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.

[Remainder of page intentionally blank.]

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

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 Dan Smith, to me personally known, who, being by me duly sworn did say that he is 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 Dan Smith 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:
_____

Encroachment Licensee:

General Council of the Assemblies of God

By: _____

Name & Title: _____

ACKNOWLEDGMENT of Licensee

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 General Council of the Assemblies of God, 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.

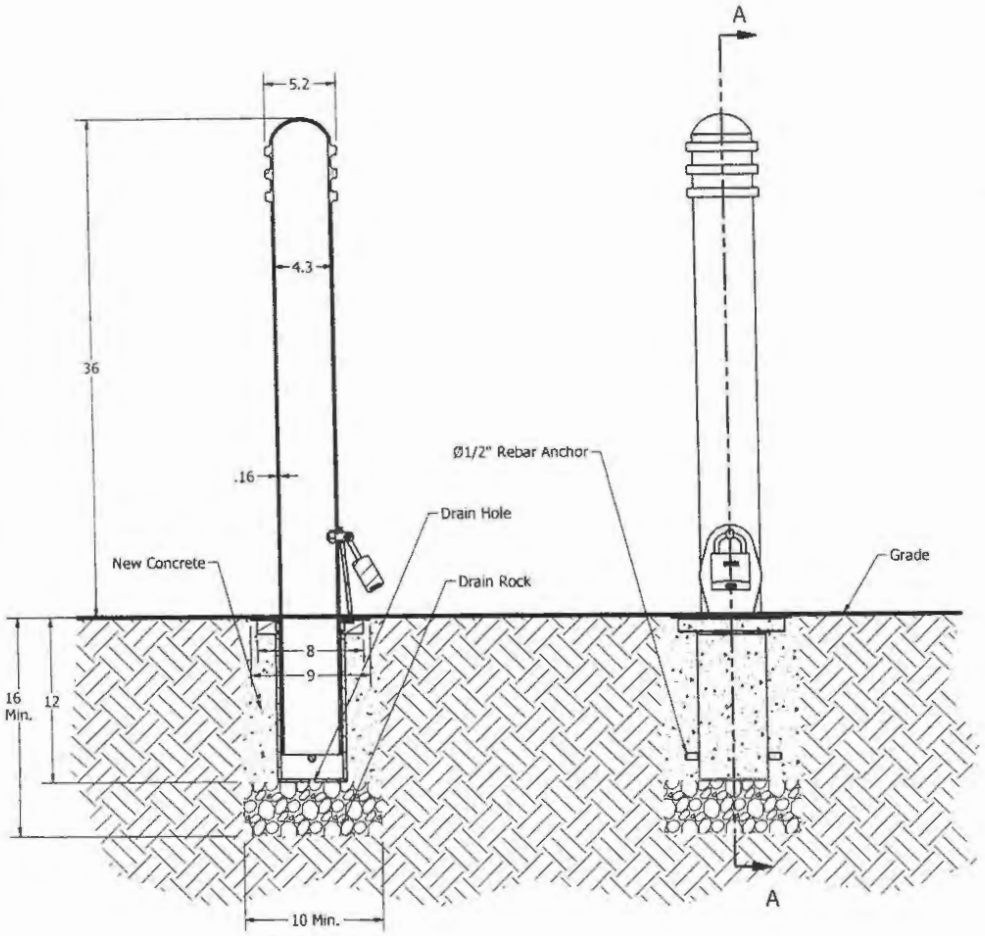
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

_____
Notary Public
_____

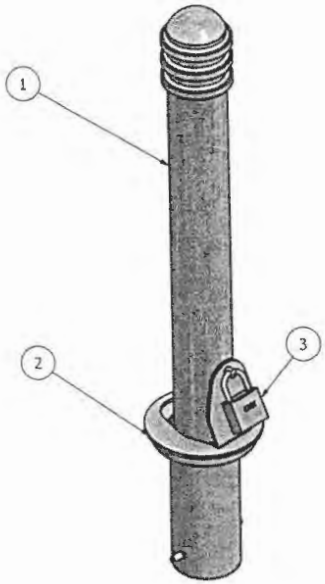
My Commission expires:
_____

Exhibit B

Bollard Post, Model R-7901



SECTION A-A



Removable Receiver with Lid

(For important detail regarding installation with OPTIONAL bollard chain accessories, refer to sheet 7 of 7)

General Description:

Clearly communicate intended routes and access regulations on your streetscape with the model R-7901 steel bollard from Reliance Foundry. Composed of standard steel and finished with a durable powder-coating, it is an aesthetically versatile device that will complement the architecture of almost any site. The R-7901 can be installed with a standard fixed mounting or with a removable or fold down mountings that allow temporary access to maintenance, delivery or emergency vehicles. Seven powder coating color options are available and the model R-7901 is kept in stock, available for immediate shipment.
For more information on bollard post installation, please visit:
http://www.reliance-foundry.com/bollard/installation-bollards

Specifications:

Height: 36"

Base Diameter: 4.3"

Weight: 38 lbs (Bollard Post)

Material: Steel (ASTM A36)

Finish Options:
- ✓ Polyester Powdercoated
  See Reliance Foundry's standard color options at
  http://www.reliance-foundry.com/bollard/colors-bollards

Mount Options:

- ✓ Removable Receiver with Lid (see sheet 2 of 7)
- ○ Removable Receiver with Chain (see sheet 3 of 7)
- ○ Fixed Embedded Mount (see sheet 4 of 7)
- ○ Flanged Surface Mount (see sheet 5 of 7)
- ○ Fold Down Mount (see sheet 6 of 7)
- ○ Optional Chain Accessory (see sheet 7 of 7)

Notes:

- Embedment details are for reference illustration only. Minimum foundation sizes depend on local soil conditions, weather conditions, and engineering requirements.
- Bollard post is provided as shown, with material detailed in legend below. Concrete, foundation and/or installation ordered separately or provided by others.
- This drawing is not drawn to scale. Dimensions provided herein is for reference only. Please consult Reliance Foundry sales professionals if any dimension is critical to your particular installation.
- Reliance Foundry reserves the right to amend design and specifications without prior notice for product improvement.

PARTS LIST

ITEM	QTY	PART NUMBER	DESCRIPTION	MATERIAL	WEIGHT
1	1	R-7901	Bollard Post	Steel (ASTM A36)	38 lbs
2	1	R-7901-R	Removable Receiver with Lid	Galvanized Steel, c/w SAE 304 Stainless Steel Cover	22 lbs
3	1	Padlock (Optional)	Optional Padlock (Regular or Marine Grade)	Regular=Brass, Marine=Brass w/ Chrome Plating	

RELIANCE FOUNDRY SINCE 1925
Unit 207, 6450 - 148 Street, Surrey, BC V3S 7G7, Canada
1-888-735-5680 info@reliance-foundry.com
http://www.reliance-foundry.com

TITLE: Bollard Post, Model R-7901

SIZE: C | DWG NO: R-7901 | REV: B

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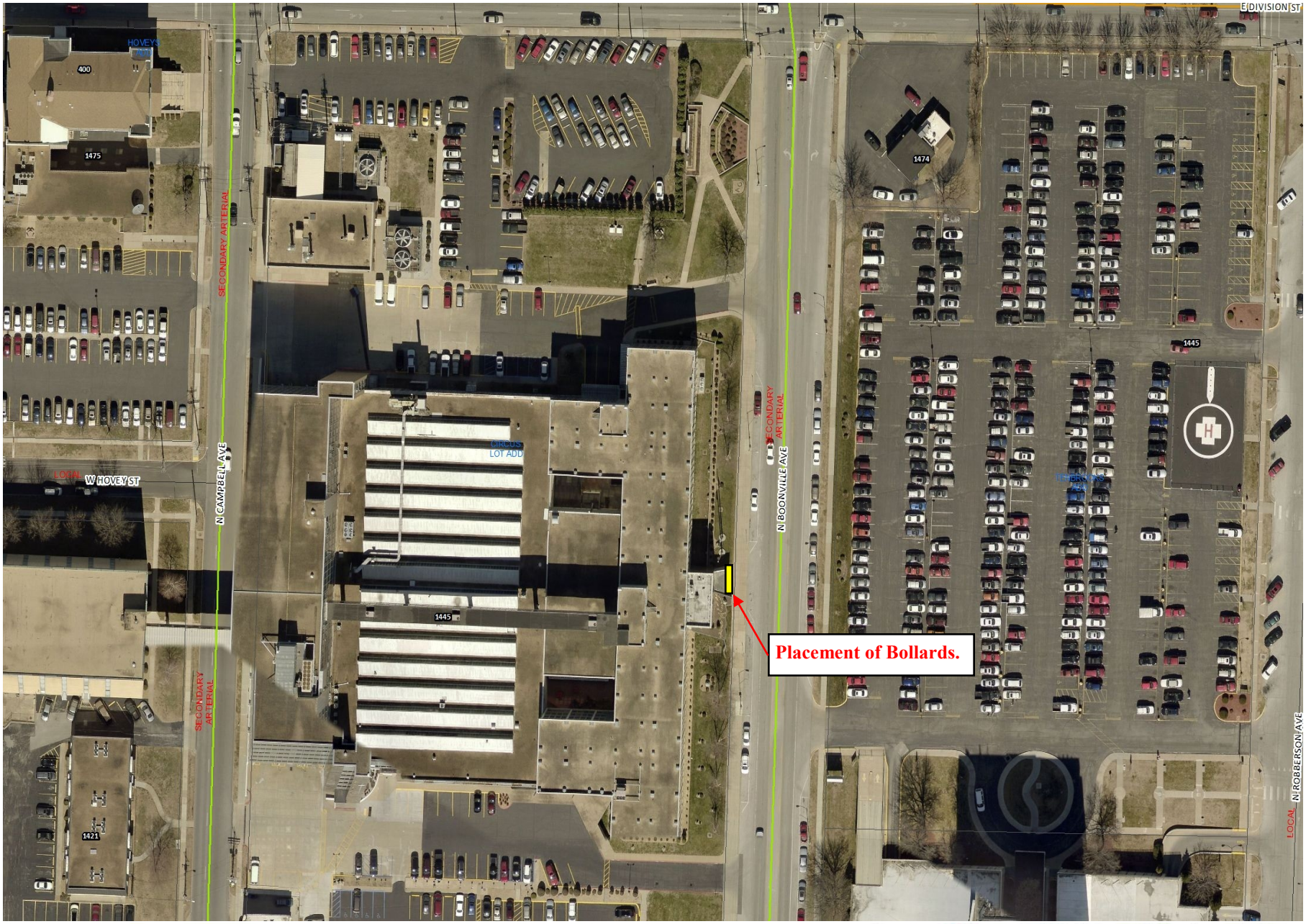
NOT TO SCALE | SHEET 2 OF 7

Exhibit C



City of Springfield, Missouri

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

Exhibit D

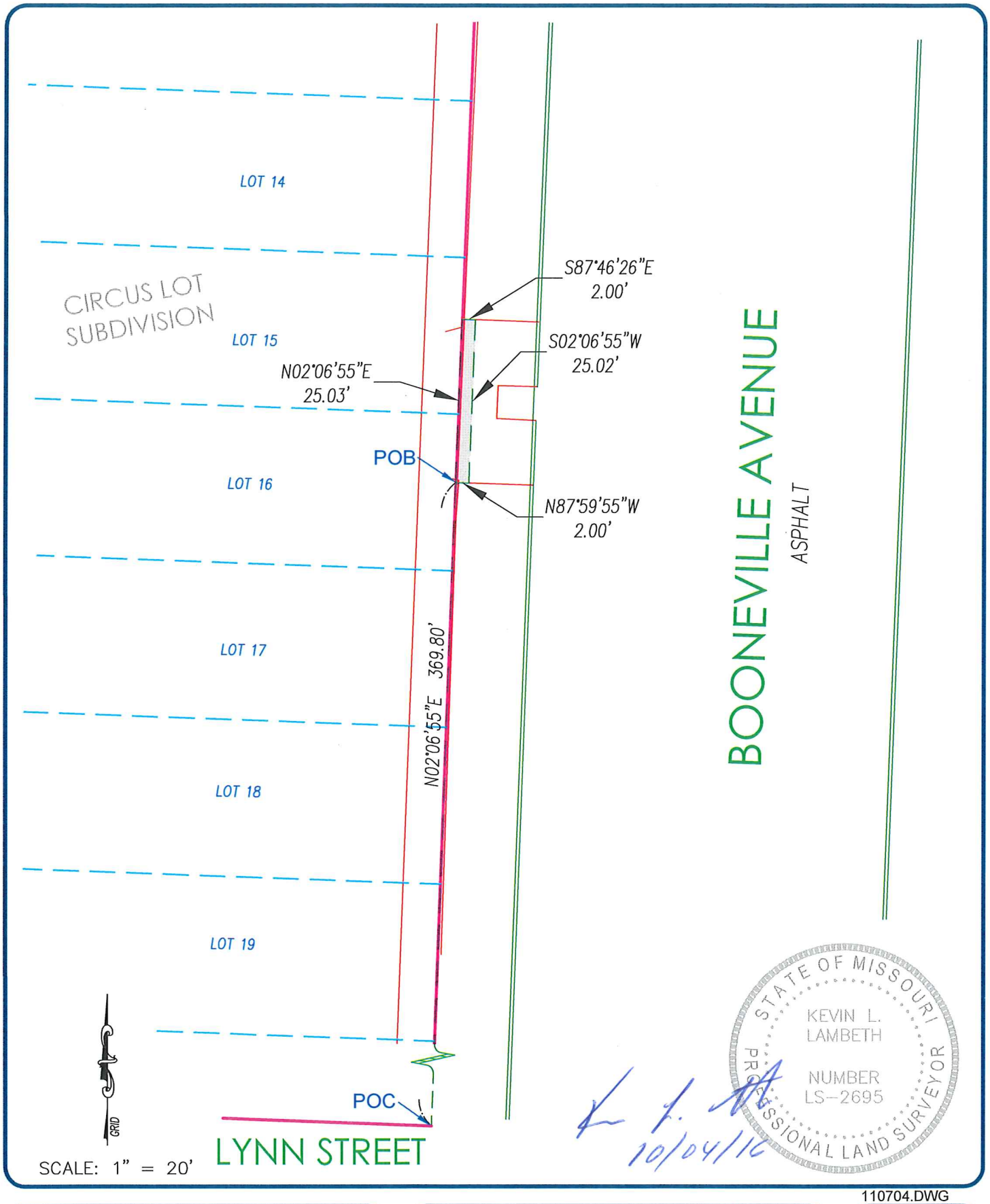
A 2.00 FOOT WIDE TRACT OF LAND AS LYING IN THE RIGHT-OF-WAY OF BOONVILLE AVENUE ADJACENT TO A TRACT OF LAND AS LYING IN CIRCUS LOT SUBDIVISION AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LYNN STREET AND BOONVILLE AVENUE; THENCE ALONG THE WEST RIGHT-OF-WAY OF BOONVILLE AVENUE, NORTH 02°06'55" EAST, 369.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY, NORTH 02°06'55" EAST, 25.03 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY, SOUTH 87°46'26" EAST, 2.00 FEET; THENCE SOUTH 02°06'55" WEST, 25.02 FEET; THENCE NORTH 87°59'55" WEST, 2.00 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

CONTAINING 50 SQUARE FEET OR 0.001 ACRES AND 25 LINEAR FEET, MORE OR LESS.

STATE OF MISSOURI
KEVIN L. LAMBETH
NUMBER
LS-2695
PROFESSIONAL LAND SURVEYOR

10/04/16



110704.DWG

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
2045 W. WOODLAND SPRINGFIELD, MISSOURI 65807 PHONE (417) 866-2741

GENERAL COUNCIL ASSEMBLY OF GOD

1445 N. BOONVILLE
SPRINGFIELD, MO

BOLLARD EASEMENT SKETCH

DRAWN BY: RAP
DATE: 9-20-16
CLIENT NO: 30039-16

One-rdg._____
P. Hrngs. _____
Pgs. 4
Filed: 11-08-16

Sponsored by: Fulnecky

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 264 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

AUTHORIZING revenue received by the City from the sales of Fire Department branded merchandise to be placed in the City's Fire Public Education fund designated for the exclusive use of the Fire Department for public education efforts.

_____

WHEREAS, the City and Fire Department acknowledge that the best way to save lives and property from fires is through prevention; and

WHEREAS, the sale of fire department branded merchandise has been used in many other communities to fund public education efforts and to promote fire departments; and

WHEREAS, City Code, Section 2-382 Disposition of Revenue, requires that all money received by the City from any source be placed in the general fund except as otherwise provided by law or ordinance; and

WHEREAS, any revenue generated by the sale of Fire Department branded merchandise should be used to fund public education efforts by the Fire Department.

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

Section 1 – All revenue received by the City from the sale of Fire Department branded merchandise shall be placed in the City's Fire Public Education fund designated for the exclusive use of the Fire Department for public education efforts, provided that the amount of any general funds expended to procure such merchandise must first be reimbursed to the general fund from such revenue.

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

Passed at meeting: _____

_____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 264

FILED: 10-25-16

ORIGINATING DEPARTMENT: Fire

PURPOSE: To authorize revenue from the sale of Fire Department branded merchandise to be placed into the City's Fire Public Education fund designated for the exclusive use of the Fire Department for public education efforts.

BACKGROUND INFORMATION: For decades the Fire Department has struggled to provide the funds necessary to support its public education efforts. Historically, the program was funded through federal grants and donations by local businesses. In order to facilitate these efforts, a dedicated fund was created into which donations that were specific to the fire prevention program would be directed.

The City and Fire Department recognize the best way to save lives and property is through prevention. In 2012, the Fire Department converted a fire marshal position to a public educator position. The extra prevention efforts outpaced the donations and grants, quickly using up the dedicated public education funds. In the 2016 budget, City Council approved the addition of $15,000 per year from the General Fund toward the Fire Department's prevention efforts. This funding was valuable in helping the department have the supplies necessary to reach all of the Springfield Public Schools, which was not possible previously.

The Fire Department has examined alternative ways to ensure adequate funding for public education efforts. One idea that has been considered for a number of years is the sale of merchandise with the Fire Department brand logo. This is used in many other communities and serves a dual purpose: to fund public education efforts and to promote a fire department's brand. The Fire Department will not sell merchandise that could be construed as official duty wear; instead it will sell merchandise that clearly shows it is non-duty wear. Historically, the Fire Department has allowed the sale of official duty t-shirts, but with the changing times, is altering this practice.

Springfield City Code, Section 2-382 Disposition of Revenue, requires that all money received by the City from any source be placed to the credit of the general fund, except as otherwise provided by law or ordinance. This ordinance will authorize revenue from the sale of Fire Department branded merchandise to be placed into the Fire Department's public education fund instead of the City's general fund after deducting the cost of procuring such merchandise.

This request supports the following Field Guide 2030 goal(s): Chapter 11, Public Safety; Major Goal 3, Educate citizens and promote public awareness on public safety measures and practices; Objective 3n, Provide fire safety education programs such as Juvenile Fire Setters and prevention measures on topics to include, but not limited to, child-proofing the home of ignitable items, burn/scald prevention, cooking safety, fire extinguishers, and

smoke alarms (for hearing impaired and tamper resistant); and Objective 3o, Reduce the number of fire incidents to all individuals with fire safety education programs to focus on vulnerable populations by utilizing community-based working groups.

REMARKS: Additional funding is key to the Fire Department's prevention efforts. This project is a unique way to provide some additional funds without the use of tax monies. In addition, the City's Department of Public Information and Civic Engagement supports this Council bill because this project promotes the City's brand in a positive manner.

Recommended by:

David Hall, Fire Chief

Approved by:

Greg Burris, City Manager

One-rdg._____
P. Hrngs._____
Pgs.___5_____
Filed_____11-08-16____

Sponsored by: ____Ferguson_____

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. ____2016-265___ SPECIAL ORDINANCE NO. _____

AN ORDINANCE

APPROVING the sale of real property at 1333 West Livingston Street to Dawn Almeida for $5,500 and authorizing the issuance of a deed for same.

_____

WHEREAS, the City acquired the property through the Sewer Assessment Program; and

WHEREAS, total acquisition costs, including legal costs, demolition costs, etc., were $5,420.50; and

WHEREAS, after declaring the property to be surplus, the Loan Committee put it out for public bid; and

WHEREAS, Dawn Almeida (the “Buyer”) has offered to buy the property for $5,500, an offer the City Manager considers acceptable; and

WHEREAS, disposition of real property calls for City Council approval; and

WHEREAS, the City Council is committed to using net proceeds from sales of property, wherever possible, to add to the Police-Fire Pension Fund.

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

Section 1 - The City Council hereby approves the sale of the real estate located at 1333 West Livingston Street and depicted on “Exhibit A” to the Buyer for the price and sum of $5,500.

Section 2 - The City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the Buyer terms consistent with this Ordinance.

Section 3 - The Fiscal Year 2016-2017 budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as

shown on Budget Adjustment No. 0016, a copy of which is attached hereto and incorporated herein by reference as “Exhibit B.”

Section 4 - The City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 5 - The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council Action: _____ City Manager

EXPLANATION TO COUNCIL BILL NO. 2016 - 265

FILED: 11-08-16

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To direct the City Manager, or his designee, to accept a $5,500 bid from Dawn Almeida (the "Buyer") to purchase real property located at 1333 West Livingston Street ("Property") and to authorize the Mayor or his designee to execute necessary documents to convey title to the Property.

BACKGROUND INFORMATION: The City acquired the property through the Sewer Assessment Program. Total acquisition costs, including legal costs, demolition costs, etc., were $5,482.52. . After putting the property out for public bid, the City received the bid noted above. No City department needs the property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the properties will be returned to the fund from which the property was purchased, up to the amount of the purchase price. The City Council has stated its intent to put any additional unrestricted proceeds from the sales into the Police-Fire Pension Fund.

The budget of the City for the Fiscal Year 2016-2017 will be amended in the accounts and the amounts shown on the attached Budget Adjustment No. 0016, "Exhibit B."

REMARKS: The above council bill originated with the Land Inventory Committee. Under "Administrative Memorandum #5D," the Committee has declared the above property to be surplus.

Submitted by:

Duke McDonald, Assistant City Attorney

Recommended by:

Collin Quigley, Assistant City Manager

Approved by:

Greg Burris, City Manager

Exhibit A

City of Springfield, Missouri

1333 West Livingston Street

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CITY OF Springfield

Printed: Oct 11, 2016

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

BA Number 0016

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	406170	000000	00000	79.48	Net proceeds of sale to Police and Fire Pension Fund
Net Revenue Adjustment						79.48	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	500240	000000	00000	79.48	Net proceeds of sale to Police and Fire Pension Fund
Net Expenditure Adjustment						79.48	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To appropriate net proceeds from the sale of property at 1333 W. Livingston to the Police and Fire Pension Fund.

Requested By:

11/8/16

Department Head Date

Approved By:

11/8/16

Interim Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2016-265

Ordinance No.

1st Reading

2nd Reading

Journal Imp No.

One-rdg._____
P. Hrngs._____
Pgs.___5_____
Filed_____11-08-16____

Sponsored by: ____Prater_____

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. __2016 - 266_____ SPECIAL ORDINANCE NO. _____

AN ORDINANCE

APPROVING the sale of real property at 2001 North Ramsey Avenue to Randy Lopez for $7,200 and authorizing the issuance of a deed for same.

_____

WHEREAS, the City acquired the property through the Dangerous Building Program; and

WHEREAS, total acquisition costs, including legal costs, demolition costs, etc., were $6,251.66; and

WHEREAS, after declaring the property to be surplus, the Loan Committee put it out for public bid; and

WHEREAS, Randy Lopez (the “Buyer”) has offered to buy the property for $7,200, an offer the City Manager considers acceptable; and

WHEREAS, disposition of real property calls for City Council approval; and

WHEREAS, the City Council is committed to using all net proceeds, from sales of property, wherever possible, to add to the Police-Fire Pension Fund.

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

Section 1 - The City Council hereby approves the sale of the real estate located at 2001 North Ramsey Avenue and depicted on “Exhibit A” to Randy Lopez for the price and sum of $7,200.

Section 2 - The City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the Buyer terms consistent with this Ordinance.

Section 3 - The Fiscal Year 2016-2017 budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as

shown on Budget Adjustment No. 0017, a copy of which is attached hereto and incorporated herein by reference as “Exhibit B.”

Section 4 - The City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 5 - The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council Action: _____ City Manager

EXPLANATION TO COUNCIL BILL NO. 2016 - 266

FILED: 11-08-16-

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To direct the City Manager, or his designee, to accept a $7,200.00 bid from Randy Lopez (the ("Buyer") to purchase real property located at 2001 North Ramsey Avenue ("Property") and to authorize the Mayor or his designee to execute necessary documents to convey title to the Property.

BACKGROUND INFORMATION: The City acquired the property through the Dangerous Building Program. Total acquisition costs, including legal costs, demolition costs, etc., were $6,251.66. After putting the property out for public bid, the City received the bid noted above. No City department needs the Property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the properties will be returned to the fund from which each property was purchased, up to the amount of the purchase price. The City Council has stated its intent to put any additional unrestricted proceeds from the sales into the Police-Fire Pension Fund.

The budget of the City for the Fiscal Year 2016-2017 is amended in the accounts and the amounts shown on the attached Budget Adjustment No. 0017 "Exhibit B."

REMARKS: The above council bill originated with the Land Inventory Committee. Under "Administrative Memorandum #5D," the Committee has declared the above property to be surplus.

Submitted by:

Duke McDonald, Assistant City Attorney

Recommended by:

Collin Quigley, Assistant City Manager

Approved by:

Greg Burris, City Manager

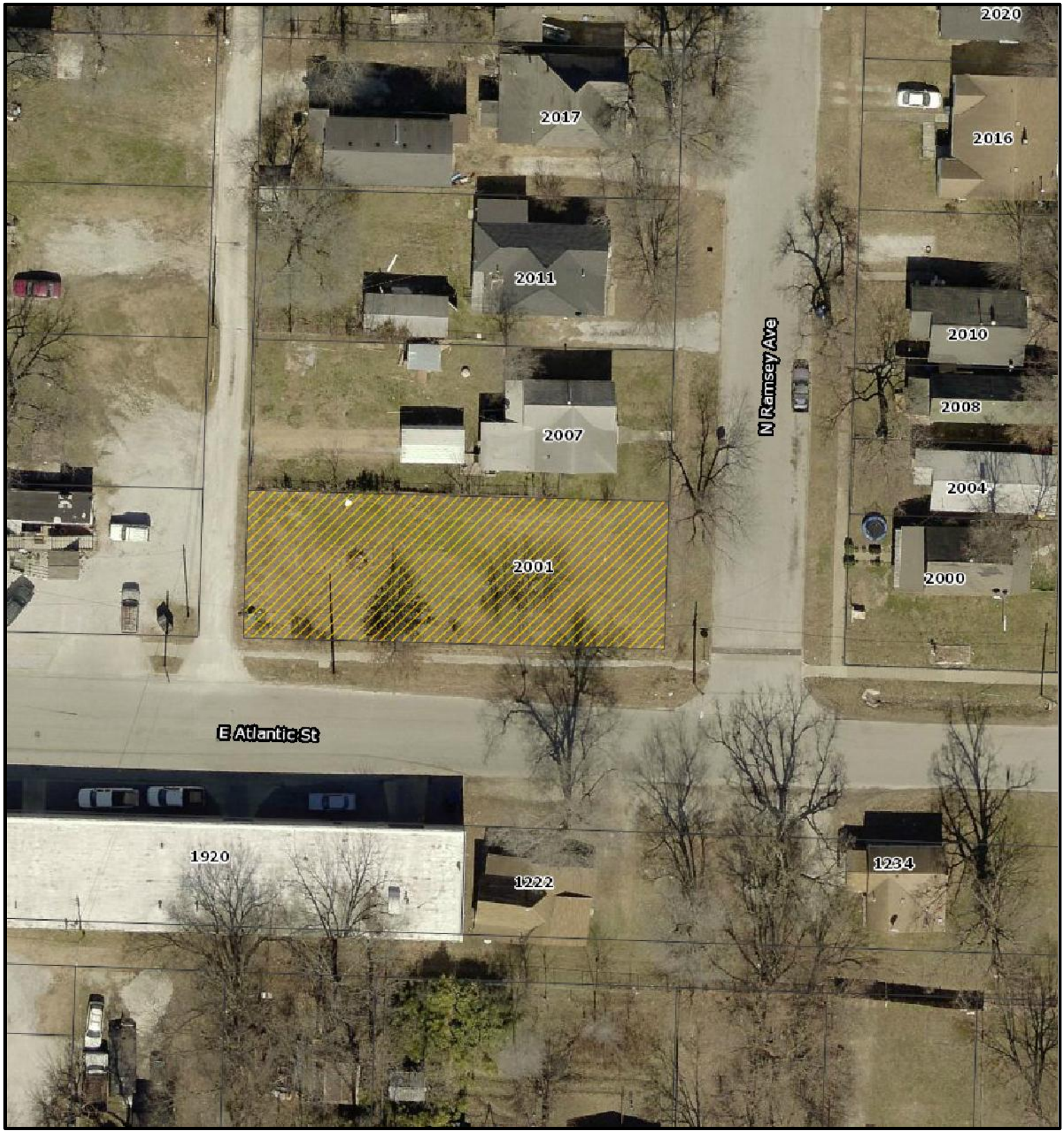

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Exhibit A

City of Springfield, Missouri

2001 N Ramsey Avenue

CITY OF Springfield

Printed: Oct 11, 2016

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

BA Number	0017

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	406170	000000	00000	948.34	Net proceeds of sale to Police and Fire Pension Fund
Net Revenue Adjustment						948.34	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	500240	000000	00000	948.34	Net proceeds of sale to Police and Fire Pension Fund
Net Expenditure Adjustment						948.34	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To appropriate net proceeds from the sale of property at 2001 N Ramsey to the Police and Fire Pension Fund.

Requested By:

11/8/16

Department Head Date

Approved By:

11/8/16

Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2016-266
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg._____
P. Hrngs._____
Pgs.____4_____
Filed_____11-08-16____

Sponsored by: ____Prater_____

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. __2016 - 267_____ SPECIAL ORDINANCE NO. _____

AN ORDINANCE

APPROVING the sale of real property at 701 and 703 East Dale Street to Randy Lopez for $5,500 and authorizing the issuance of a deed for same.

_____

WHEREAS, the City acquired the property through the Dangerous Building Program; and

WHEREAS, total acquisition costs, including legal costs, demolition costs, etc., were $5,543.72; and

WHEREAS, after declaring the property to be surplus, the Loan Committee put it out for public bid; and

WHEREAS, Randy Lopez (the "Buyer") has offered to buy the property for $5,500, an offer the City Manager considers acceptable; and

WHEREAS, disposition of real property calls for City Council approval; and

WHEREAS, the City Council is committed to using all net proceeds from sales of property, wherever possible, to add to the Police-Fire Pension Fund.

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

Section 1 - The City Council hereby approves the sale of the real estate located at 701 and 703 East Dale Street and depicted on "Exhibit A" to the Buyer for the price and sum of $5,500.

Section 2 - The City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the Buyer terms consistent with this Ordinance.

Section 3 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council Action: _____ City Manager

EXPLANATION TO COUNCIL BILL NO. 2016 - 267

FILED: 11-08-16

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To direct the City Manager or his designee, to accept a $5,500 bid from Randy Lopez ("Buyer") to buy real property at 701 and 703 East Dale Avenue ("Property") and to authorize the Mayor or his designee to execute necessary documents to convey title to the property.

BACKGROUND INFORMATION: The City acquired the property through the Dangerous Building Program. Total acquisition costs, including legal costs, demolition costs, etc., were $5,543.72. After putting the property out for public bid, the City received the bid noted above. No City department needs the Property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the properties will be returned to the fund from which each property was purchased, up to the amount of the purchase price. The City Council has stated its intent to put any additional unrestricted proceeds from the sales into the Police-Fire Pension Fund.

REMARKS: The above council bill originated with the Land Inventory Committee. Under "Administrative Memorandum #5D," the Committee has declared the above property to be surplus.

Submitted by:

Duke McDonald, Assistant City Attorney

Recommended by:

Collin Quigley, Assistant City Manager

Approved by:

Greg Burris, City Manager

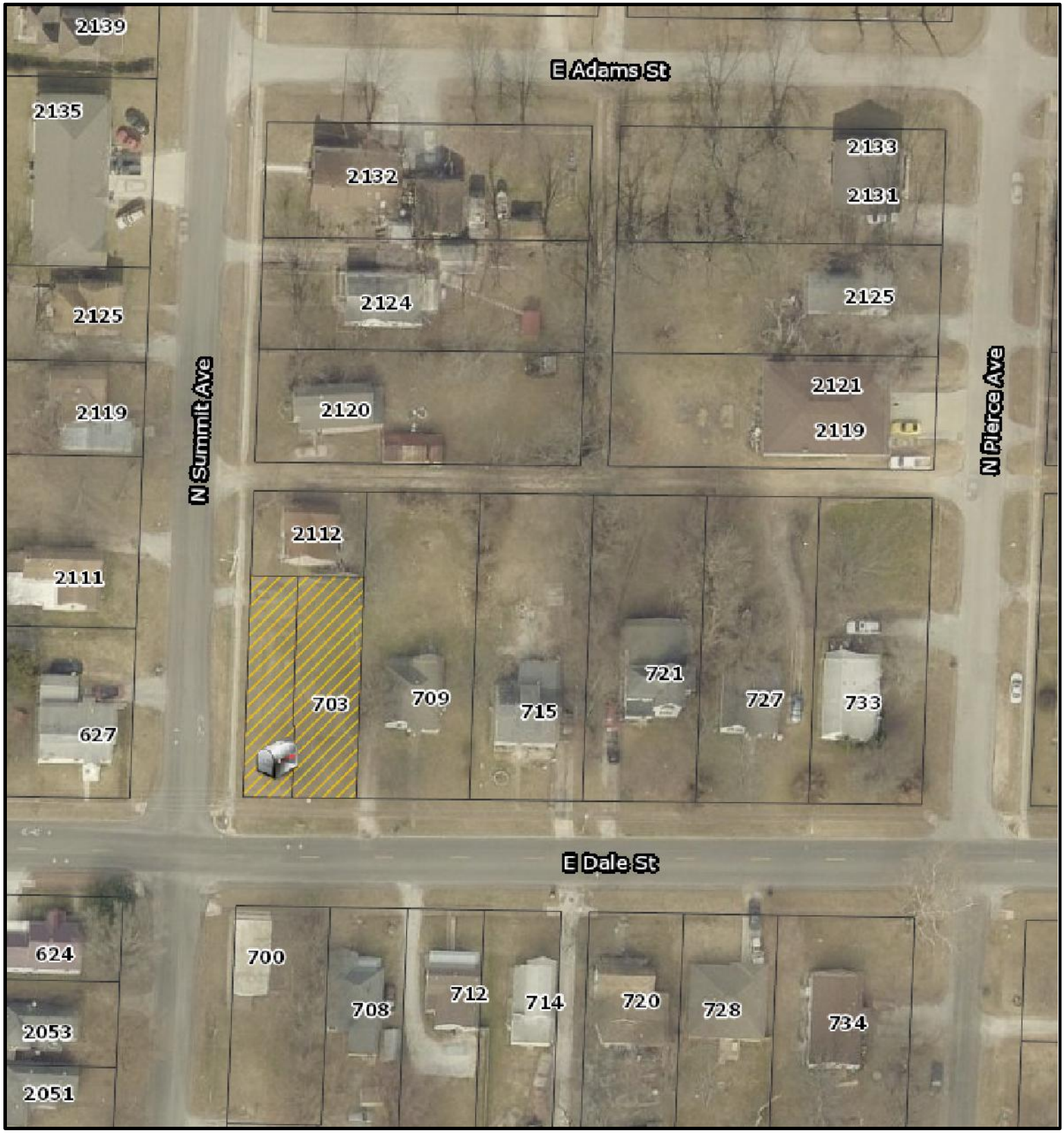

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Exhibit A

City of Springfield, Missouri

701 & 703 E. DALE

CITY OF Springfield

Printed: Oct 11, 2016

One-rdg._____
P. Hrngs._____
Pgs.___4_____
Filed_____11-08-16____

Sponsored by: ____Ferguson_____

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. __2016 - 268_____ SPECIAL ORDINANCE NO. _____

AN ORDINANCE

APPROVING the sale of real property at 916 West Poplar Avenue to Betty A. Miller for $5,700 and authorizing the issuance of a deed for same.

_____

WHEREAS, the City acquired the property through the Dangerous Building Program; and

WHEREAS, total acquisition costs, including legal costs, demolition costs, etc., were $5,773.00; and

WHEREAS, after declaring the property to be surplus, the Loan Committee put it out for public bid; and

WHEREAS, Betty A. Miller (the"Buyer") has offer to buy the Property for $5,700, an offer the City Manager considers acceptable; and

WHEREAS, disposition of real property calls for City Council approval; and

WHEREAS, the City Council is committed to using net proceeds from sales of property, wherever possible, to add to the Police-Fire Pension Fund.

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

Section 1 – The City Council hereby approves the sale of the real estate located at 916 West Poplar Avenue and depicted on "Exhibit A" to Betty A. Miller for the price and sum of $5,700.

Section 2 – The City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the Buyer terms consistent with this Ordinance.

Section 3 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council Action: _____ City Manager

EXPLANATION TO COUNCIL BILL NO. 2016 - 268

FILED: 11-08-16

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To direct the City Manager or his designee, to accept a $5,700 bid from Betty A. Miller ("Buyer") to purchase real property at 916 West Poplar Avenue ("Property") and to authorize the Mayor or his designee to execute necessary documents to convey title to the Property.

BACKGROUND INFORMATION: The City acquired the property through the Dangerous Building Program. Total acquisition costs, including legal costs, demolition costs, etc., were $5,773. After putting the property out for public bid, the City received the bid noted above. No City department needs the Property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the properties will be returned to the fund from which each property was purchased, up to the amount of the purchase price. The City Council has stated its intent to put any additional unrestricted proceeds from the sales into the Police-Fire Pension Fund.

REMARKS: The above council bill originated with the Land Inventory Committee. Under "Administrative Memorandum #5D," the Committee has declared the above property to be surplus.

Submitted by:

Duke McDonald, Assistant City Attorney

Recommended by:

Collin Quigley, Assistant City Manager

Approved by:

Greg Burris, City Manager

Exhibit A

City of Springfield, Missouri

916 West Poplar Avenue

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CITY OF Springfield

Printed: Oct 11, 2016

One-rdg. X
P. Hrngs. _____
Pgs. 29
Filed: 10-25-16

Sponsored by: Fisk

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 269 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept and appropriate a Waste District "O" grant in the amount of $29,582 for the purpose of purchasing a variety of recycling containers for use at City-operated facilities; to enter into a Financial Assistance Agreement with Missouri Solid Waste District "O;" and amending the budget of the Environmental Services Department for Fiscal Year 2016-2017 in the amount of $29,582.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows,

Section 1 – The City Manager, or his designee, is hereby authorized to accept and implement a Missouri Solid Waste District "O" grant, in the amount of $29,582 for the purpose of purchasing a variety of recycling containers for use at City-operated facilities; utilizing a subgrantee application substantially in the same form and content as the document attached hereto as "Exhibit A;" and to do all things necessary to carry out the intent of the grant, including the execution of contracts as may be required.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a Financial Assistance Agreement with Missouri Solid Waste District "O" in substantially the same form as the document attached hereto as "Exhibit B."

Section 3 – The budget for the Department of Environmental Services for fiscal year 2016-2017 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0013, a copy of which is attached hereto and incorporated herein by reference as "Exhibit C."

Section 4 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City for fiscal year 2016-2017, and successive years thereafter, to reflect the total amount of the grant. In the event additional funding is provided under this grant by the grantor, the Finance Director of the City is hereby authorized to adjust this appropriation by an amount not to exceed 20% of the sum shown in "Exhibit C," provided this amount shall not exceed $20,000.

Section 5 – The City Council hereby finds and declares this Ordinance relates to the acceptance of grant funds from a state or federal agency and may be passed as a one-reading Ordinance pursuant to Section 2.16 (25) of the City Charter. Therefore, this ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-269

FILED: 10-25-16

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City, to accept grant funds from Missouri Solid Waste District "O" ("District "O") in the amount of $29,582 for the purpose of purchasing a variety of recycling containers for use at City-operated facilities, and to approve a budget adjustment amending the Fiscal Year 2016-2017 budget of the Department of Environmental Services Solid Waste Management Enterprise Fund in the amount of $29,582 to appropriate the grant funds from District "O."

BACKGROUND INFORMATION: In December of 2015, the City of Springfield submitted a Subgrantee Application for Funding ("Exhibit A") to District "O" to fund the purchase of a number of recycling collection containers for use at City-operated facilities, such as those offices located in the Public Works Compound, the new Clean Water Services Building, Mediacom Ice Park, Springfield/Greene County Libraries, Northwest and Parks Family Centers, Workforce Development at the Missouri Career Center, the Springfield/Greene County Health Department, the Springfield Art Museum and others for general distribution. This grant will reimburse the City up to $29,582 for the purpose of purchasing these containers and does not require a match from the City.

This Ordinance will authorize the City Manager to enter into a Financial Assistance Agreement with Missouri Solid Waste District "O" ("Exhibit B") and accept the grant. Environmental Services recommends approval of this Ordinance because it expands and enhances our current commitments to waste reduction and recycling. This grant is from Waste District "O" funds and it is collected from a fee charged in connection with every ton of solid waste deposited in Missouri Landfills.

Supports the following Field Guide 2030 goal(s): Chapter 8, Natural Environment; Major Goal 9, Reduce solid waste and improve recycling within our community; Objective 9b, Advertise recycling outlets; Expand participation in existing recycling opportunities through increased educational efforts, including the use of paid advertising in addition to current efforts. This includes working with private businesses, waste haulers, and others involved in the recycling activities in Springfield; and Objective 9d, Regional Recycling Leadership - The City shall take a leadership role in assisting area municipalities with their recycling/waste reduction programs via cooperation with Solid Waste District "O".

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

Submitted by:

Errin Kemper,
Assistant Director of Environmental Services

Recommended by:

Stephen A. Meyer,
Director of Environmental Services

Approved by:

Greg Burris, City Manager

Exhibit A

Ozarks Headwaters Recycling & Materials Management District

2016 Subgrantee Application for Funding

Under authority of RSMo. Subject to pertinent legislation, regulations, and policies applicable to RSMo 260.330 & 260.335

1. Applicant Information:	
Name of Applicant	The City of Springfield
Legal Name of Business or Organization	Department of Environmental Services
Mailing Address	290 E Central St., Springfield, MO 65802
Telephone	417-864-2005
Fax	417-864-1906
Email	blucks@springfieldmo.gov
MO Vendor # OR Federal Tax ID # OR SSN # of Owner	Federal Tax ID: 44-6000268
Type of Applicant - Check One	____ Individual __X___ Public Entity or Institution ____ Business _____ Non Profit Organization ____Other [Describe]
Name of Authorized Official	Greg Burris
Authorized Official Title	City Manager
Mailing Address	P.O. Box 8368 Springfield, MO 65081
Telephone	417-864-1006
Fax	417-864-1912
Email	gburris@springfieldmo.gov
Name of Project Manager	Barbara Lucks
Project Manager Title	Sustainability Officer
Mailing Address	290 E. Central, Springfield, MO 65802
Telephone	417-864-2005
Fax	417-864-1906
Email	blucks@springfieldmo.gov
2. Project Information:	
Amount Requested	$29,582
Amount of Match	*—Not required by OHRD—*
Estimated Project Income, if any	
Name of Project	The City of Springfield Recycling Enhancement Program
Location of Project	Springfield, MO
Description of Area(s) to be served	Springfield, MO/Greene County
Type of Project - Check One	__X__ City/County _____ District-Wide _____ Plan Implementation
This Project is - Check One	_X___ An expansion of a current business ____ A new business ____ A new venture for an existing business ____ Other (describe):
List the type(s) and quantity of reduced, reused, and/or recycled material(s) diverted from the waste stream during the grant period:	Mixed paper, cardboard, mixed plastic, and aluminum cans, tin/steel, glass beverage containers. Quantities to be determined
For educational projects, list the estimated number of people educated/contacted, number of programs conducted, etc.	

3. Ineligible Costs:	Is the application free of all ineligible costs listed? If so, please enter "Yes" in the fields below.
Operating Expenses not directly related to district operations or project activities	Yes
Costs incurred prior to the project start date or after project end date	Yes
Taxes, legal costs, fines, penalties, and gifts	Yes
Contingency funds	Yes
Land Acquisition	Yes
4. Previous Funding	In the spaces below, list all financial assistance the applicant has received from Missouri Department of Natural Resources' Solid Waste District Waste Reduction Grants from 1994 to present. Include the year the grant was awarded, Grant or Project Number, amount of the grant award, and purpose of the grant. Use an additional page(s) if necessary.
OHRD (Missouri Solid Waste District O) Grants Received:	
	# 97036-Paint Can Crusher $12,735 **#98087**-Compactor $13,450 **#98091**-Skid Loader $0 (Item Returned) **#2003135**-Containers $19,590 **#2007-06**-bins $22,500 **#2007**- Government Plaza Recycling $6845, **#2010**- Glass crushing $25,000 (returned), **#2012** Special Events Recycling Trailer $9,100, **#29760**- glass bunker (2011) $49,300 (Returned), **#2014**- recycling bins $12,246.26 (returned) **#2015** - recycling bins $28,859 **#20**15 grant glass bunker $49300 (returned)
District Grants From Other Missouri Solid Waste Districts:	
	Participated in HHW grant with Districts M&N-1990's, Participated in Market Development grant with Districts M&N-1990's.
5. Verification of Waivers	
Upon signature and submission of this 2016 Subgrantee Application for Funding, I (We) hereby certify that all waivers, permits, licenses, approvals, security interest documentation or title have been obtained, applied for, or will be applied for.	
6. Statement of Zoning Compliance	
Upon signature and submission of this 2016 Subgrantee Application for Funding, I (We) hereby certify that this proposal and all tasks therein are in compliance and will remain in compliance with all local zoning laws.	
I (We) hereby certify that the information provided in this *2016 Sugrantee Application for Funding* is true and correct and conforms with the Waste Reduction Application guidance document and all applicable laws and rules. I (We) have sufficient resources to conduct this project while awaiting receipts of reimbursement(s).	
	12/11/15
Signature of Authorized Official	**Date**

Ozarks Headwaters Recycling & Materials Management District

2016 Subgrantee Application Checklist

Before submitting a District Application for Funding, you MUST complete this form. Only if you can answer "Yes" to all questions on this form should it be submitted to the District. Do not complete Section 2, as OHRD does not accept grant applications over $50,000. **This checklist MUST be signed, dated, and attached to the 2016 *Subgrantee Application for Funding*.**

1. For projects $50,000 and under, does the Subgrantee Proposal Include:

	Yes? Page Number/Where Documented
Executive Summary	Pg 1
Physical Location of the Project	Pg 1
Work Plan	Pg 1
Time Table	Pg 1
Detailed Line Item Budget	Pg 1& 2
Verification of Waivers	Pg 2
Statement of Zoning Compliance	Pg 2
Evaluation Procedures	Pg 2
Qualifications of Key Personnel	Pg 1
Price Quote on Vendor Letterhead for any equipment in budget	Pg 4-10 (Attachments)
Supporting documentation for ANY items in budget exceeding $5,000	Pg 4-10 (Attachments)
Bid specifications for equipment in budget [if applicable]	Pg 2 &3
Match Commitment Documentation	N/A —Not required by OHRD—

2. In addition to the information listed above, do projects over $50,000 include:

Engineering Plans/Specifications for Facilities or Equipment	Not Applicable
A Financial Report, Including:	Not Applicable
Three Year Business Plan	Not Applicable
Description of Project Financing	Not Applicable
Credit History	Not Applicable
Up to Three Years Previous Financial Statements	Not Applicable

I (We) hereby certify that the information provided in this 2015 Subgrantee Application Checklist is true and correct.

	12/11/15
Signature of Authorized Official	**Date**

Attachments Required: See Instruction Packet for more information	
Executive Summary	
Detailed Line Item Budget	
Work Plan	
Time Table	
Evaluation Procedures	
Qualifications of Key Personnel	
Price Quote on Vendor Letterhead for Equipment in Budget	
Supporting Documentation for ANY items in Budget exceeding $5,000	

City of Springfield- Solid Waste Division

I. Executive Summary

The City of Springfield has maintained a long-standing commitment to offering the citizens of Springfield and Greene County the most convenient and efficient opportunities for recycling at all municipal facilities. This grant application continues the implementation of a city-organization wide recycling program, expanding the current program to include the Springfield Greene County Library system, additional parks facilities including family centers, the Public Works Compound and operations facilities, Workforce Development at the Missouri Career Center, the Springfield/Greene County Health Department, and the Springfield Art Museum. City staff has made provisions for commingled/single stream recycling pick-up service as part of the current City trash contract, and will be collecting mixed paper, plastic bottles, tin/steel/aluminum cans, and cardboard.

II. Location

Equipment will be available for use by employees and citizens at the Public Works Compound, including Street Operations, the Public Works garage, the Signal shop, the Traffic Management Center, and the new LEED certified Clean Water Services building, as well as the Mediacom Ice Park, Springfield/Green County Libraries, Parks family centers, the Northwest and Southwest Wastewater Treatment Plants, Workforce Development at the Missouri Career Center, the Springfield/Green County Health Department, and the Springfield Art Museum.

III. Work Plan/Time Table

Equipment will be purchased and put into service as soon as possible.

Time Table												
Task	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
01: Request Quotes & Place Order	■	■										
02: Receive Recycling Bins			■	■								
03: Place Recycling Bins				■	■	■						
04: Submit Quarterly Reports			■			■			■			■
05: Submit Final Report												■

IV. Qualifications of Key Personnel

Barbara Lucks has served the City of Springfield since 1994, currently as the Sustainability Officer. She has extensive experience in implementing and maintaining recycling programs in the Springfield area. Prior to the Sustainability Officer's position, she served as the Materials Recovery/Education Coordinator. Barbara has also served as the Project Coordinator on previous Waste District "O" grant projects.

V. Line Item Budget

LINE ITEM BUDGET			
Line Item	Grant Funds	Match	Quantity
Glasdon Eco Nexus 23 Gallon Can & Plastic Recycling Container	$12,257.27	$0	123

Glasdon Eco Nexus 23 Gallon Paper Recycling Container	$1,867.76	$0	16
WasteWise TPM22 2 Compartment Plastic Container	$4,200.00	$0	25
The Evolution - 40 with Bottle & Can Opening (Stainless)	$9,637.49	$0	20
Continental 3200-1 Huskee 32 Gallon Blue Recycle Trash Can w/Dolly	$490.71	$0	12
Recycle Away Kidz Multo-Sort Indoor Recycling Station	$1,129.04	$0	4
TOTAL BUDGET	$29,582	$0	200
Percentages	100%	$0	

VI. Verification of Waivers

No known federal, state, and local permits, approvals, licenses, security interest, or waivers are known to be necessary to implement the project, but will be obtained or will be applied for if necessary.

VII. Statement of Zoning Compliance

The project does not require any compliance with all local zoning laws. However, if required, the City of Springfield will comply with local zoning laws.

VIII. Evaluation Procedures

Volume stats on the materials collected will be maintained.

IX. Estimated Project Income

There is no income for this project.

X. Bid Specifications

Type	Quantity	Location	Total
Glasdon Eco Nexus 23 Gallon Can & Plastic Recycling Container	5	Traffic Management Center	123
	1	NWTP	
	6	SWTP	
	2	Clean Water Services Operations Building	
	10	Clean water Services Building G	
	2	Street Operations	
	1	Public Works Garage	
	1	Signal Shop	
	1	Hazlewood Cemetary	
	4	Public Works Engineering	
	15	Mediacom Ice Park	
	15	Parks Department Family Centers	

	6	Springfield/Green County Health Dept	
	15	Workforce Development	
	35	Springfield/Green County Library System	
	4	Springfield Art Museum	
Glasdon Eco Nexus 23 Gallon Paper Recycling Container	2	Clean Water Services Operations Building	16
	1	Street Operations	
	1	Hazlewood Cemetary	
	4	Public Works Engineering	
	5	Mediacom Ice Park	
	3	Springfield/Greene County Health Dept	
WasteWise TPM22 2 Compartment Plastic Container	5	Parks Department Family Centers	25
	4	Springfield/Greene County Health Dept	
	3	Traffic Management Center	
	3	Clean Water Services Operations Building	
	2	Workforce Development	
	8	Springfield Greene County Library System	
The Evolution - 40 with Bottle & Can Opening (Stainless)	20	Springfield/Greene County Library System	20
Continental 3200-1 Huskee 32 Gallon Blue Recycle Trash Can w/Dolly	12	City-Wide Pick Up	12
Recycle Away Kidz Wastewatcher 2 Stream Station	4	Springfield/Greene County Library System	4

XI. Price Quotes

See attachments

Glasdon®

Email: **suzanne.cretcher@glasdon.com**
Telephone: 1-855-874-5273

Quote

12/10/2015
Q/1693-N/E/US99

Customer Details

Kimberly White
City of Springfield
Environmental Services
290 E. Central Street
Springfield, MO 65802
Tel: 417-864-2022
E-Mail: kwhite@springfieldmo.gov

Product Description (Images shown are examples only, your final product will vary depending on specification)	Qty	Unit Price	Total Price
Eco Nexus® 23G Can & Plastic Recycling Container Convenient container for collecting cans & plastic bottles for recycling. Eco Nexus 23G - Pastel Blue Can/Bottle Lid Eco Nexus 23G - Pastel Blue "Plastic/Aluminum" Side Graphic - $9.55 **> More info**	123	$88.55	$10,891.65
		SubTotal (excluding Sales Tax)	**$10,891.65**
		Shipping & Handling to MO 65802	$1,365.62
		Total (excluding Sales Tax)	**$12,257.27**
		Sales Tax (0.00%)	**$0.00**
		Total (including Sales Tax)	**$12,257.27**

All details will remain firm for 30 days from date of quote.

Delivery to be confirmed upon receipt of order.

Please refer to the **Conditions of Sale.**

Click here to proceed with this quote using a credit card or by paying on account

Authorized Signatory:

Date:

Brochures

Our Products

Follow us on: **www.glasdon.com**

Glasdon, Inc. 5200D Anthony Road, Sandston, VA 23150

Glasdon®

Email: **suzanne.cretcher@glasdon.com**
Telephone: 1-855-874-5273

Quote
12/09/2015
Q/1693-B/E/US99

Customer Details

Kimberly White
City of Springfield
Environmental Services
290 E. Central Street
Springfield, MO 65802
Tel: 417-864-2022
E-Mail: kwhite@springfieldmo.gov

Product Description (Images shown are examples only, your final product will vary depending on specification)	Qty	Unit Price	Total Price
Eco Nexus® 23G Paper Recycling Container The economical Eco Nexus paper recycling unit. Eco Nexus 23G - Pastel Green Paper Lid Eco Nexus 23G - Pastel Green "Paper" Side Graphic - $9.55 **> More info**	16	$88.55	$1,416.80
		SubTotal (excluding Sales Tax)	**$1,416.80**
		Shipping & Handling to MO 65802	$450.96
All details will remain firm for 30 days from date of quote. Delivery to be confirmed upon receipt of order. Please refer to the **Conditions of Sale.**		**Total** (excluding Sales Tax)	**$1,867.76**
		Sales Tax (0.00%)	**$0.00**
		Total (including Sales Tax)	**$1,867.76**

Click here to proceed with this quote using a credit card or by paying on account

Authorized Signatory:

Date:

Brochures

Our Products

Follow us on: www.glasdon.com

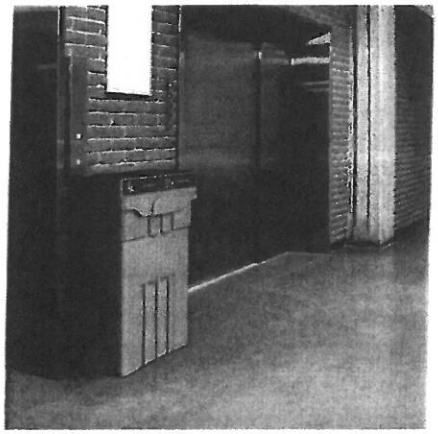
Glasdon, Inc. 5200D Anthony Road, Sandston, VA 23150

WASTE WISE PRODUCTS INC.

Attractive recycling bins & furnishings for any décor

Quote

Date: December 10, 2015
Expiry: December 25, 2015



Kimberly White

CITY OF SPRINGFIELD
290 E. CENTRAL ST
SPRINGFIELD, MO
65802
UNITED STATES

417-864-2022
kwhite@springfieldmo.gov

Sales Person	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms
Paul D.	-	Best Way	Pre-pay and Add	TBD	Net 30

Quote Items (1)

Image	Qty.	Item #	Description	Price	Notes	Line Total
	25	TPM22-2	2 compartment plastic container, 22.00" x 12.00" x 33.75", choice of openings and labels, 4 colors for body and 8 colors for openings	$150.00		$3,750.00
~	1	Freight	Dock To Dock - Must Have Loading Dock On pallets	$450.00		$450.00

Subtotal	$4,200.00
Taxes (exempt)	Do not charge
Total (USD)	$4,200.00

Waste Wise Products Inc.
689 Warden Ave., Unit 14 | Toronto, Ontario | M1L 4R6
Toll Free: 1-877-680-8361 | **Tel:** 1-416-686-6816 | **Fax:** 1-416-698-4287

Recyclingbin.com™
The Ultimate Recycling Equipment

Estimate

92 Newark Pompton Turnpike
Wayne NJ 07470
US

Date	12/9/2015
Estimate #	6189
Expires	1/8/2016
Sales Rep	Randall J Sokalski
Terms	Net 30
Shipping Method	Best Way (11)

Bill To
Kimberly White
City of Springfield Missouri
840 North Boonville Ave
Springfield MO 65802

Ship To
Kimberly White
City of Springfield Missouri
840 North Boonville Ave
Springfield MO 65802

Item Code	Quantity	Description	Options	Rate	Amount
EVO1-ABC-PW	20	The Evolution-40 with Bottle & Can Opening	Lid Style: Aluminum Bottle & Can Lid	449.00	8,980.00

Subtotal	8,980.00
Shipping & Handling (Best Way (11))	657.49
Total	$9,637.49

6189

WebstaurantStore

Sales Quote

Quote Name	User ID	Date Created
Shopping Cart	748217	12/9/15 at 5:28 PM

Bill To	***Ship To***
Kimberly White **840 Boonville Ave** **Springfield, MO 65802**	**Kimberly White** **290 E Central St** **Springfield, MO 65802**

Quotes must be ordered through our website

Your Contact	Quote Valid	Customer Phone
Quote Department	Today thru 12/23/15 at 5:28 PM	4178642022

Item Number	Description	Unit Price	QTY	Total
407DOLLY	Trash Can Dolly	$15.25	12	$183.00
27432001 BL	Continental 3200-1 Huskee 32 Gallon Blue Recycle Trash Can	$17.63	12	$211.56
			SubTotal:	$394.56
			Tax:	$0.00
			Shipping (Common Carrier):	$96.15
			Total (USD):	$490.71

Instruction / Additional Information

* This quote is valid with original information supplied by customer. Any modifications could change quoted prices.

* Please note: all prices are subject to change. Shipping charges are estimated.

* All orders must be placed through our website before orders can be processed and shipped.

WebstaurantStore

40 Citation Lane
Lititz, PA 17543

Recycle Away LLC
PO Box 1757
Brattleboro, VT 05302
800-664-5340
www.recycleaway.com

recycle away
Systems & Solutions

Submit purchase orders to:
Email: info@recycleaway.com
Phone: (800) 664-5340
Fax: (888) 506-0210

QUOTE

Sold To	Bill To	Ship To
Springfield Enviromental Services Kimberly White 290 E. Central St. Springfield, MO 65802 **Phone:** 417-864-2022 **Email:** kwhite@springfieldmo.gov	**Springfield Enviromental Services** Kimberly White 290 E. Central St. Springfield, MO 65802 **Phone:** 417-864-2022 **Email:** kwhite@springfieldmo.gov	**Springfield Enviromental Services** Kimberly White 290 E. Central St. Springfield, MO 65802 **Phone:** 417-864-2022 **Email:** kwhite@springfieldmo.gov

Quote Date	Quote Number	Account Representative	Valid Until
12/10/2015	AAAQ11034	Joanne Pluff	01/09/16

Qty	Item	Description	Unit Price	Ext. Price
4	Kidz Wastewatcher 2	Kidz Wastewatcher 2 Stream Station	$254.11	$1,016.44

NOTE: Any fees for special delivery services are not included unless itemized in the above quote. Please let us know below if you have any special delivery requirements.

Do you have:

Dock-level door? YES / NO
Forklift or pallet jack? YES / NO

Do you need:

Call before delivery? YES / NO
Tailgate service? YES / NO

Any other requirements:

SubTotal	$1,016.44
Tax	$0.00
Shipping	$112.60
Total	**$1,129.04**

Proceed With Order

_____
Customer Signature

_____
Date

Credit Card Information
Name on card:_____

Type of Card:_____ Exp Date:____

Card Number:_____

I authorize Recycle Away LLC the payment of $_____ to my credit card.

X_ _
Signature

NOTE: Please ensure that the card's billing info matches the Bill To info above.

ALL QUOTES ARE VALID FOR 30 DAYS

All shipments are insured against damage in transit. If your shipment shows any sign of visual damage, it should be noted on the freight bill or receiving ticket and signed by the driver. If damage to the shipment is not visible until the carton is opened, please keep all of the packing materials and the original carton. In either case, please notify Recycle Away within five days. If your order is damaged in shipment, we will either issue credit for the product and the shipping costs, or ship a replacement product at no cost for the product and shipping. If you need to return the purchase for any other reason you must contact us within five days. Please note that special orders are non-refundable. The customer must pay for the return shipping and a re-stocking fee of 25% for returned items. The items must be returned in their original cartons in new condition.

PO Box 1757, Brattleboro, VT 05302 Tel: (800) 664-5340 Fax: (888) 506-0210

Ozarks Headwaters Recycling & Materials Management District

Exhibit B

Missouri Solid Waste Management District O

2016 Financial Assistance Agreement [FAA]

Under authority of RSMo. Subject to pertinent legislation, regularions, and policies applicable to RSMo 260.330 & 260.335

1. **Project Number** O2016-005
2. **Subgrantee** [Grant Recipient] City of Springfield
   - a. Address 290 E Central St, Springfield, MO 65802
   - b. Telephone 417-864-2005
3. **Project Start Date:** June 1, 2016
4. **Project End Date:** May 31, 2018
5. **Project Manager:** Barbara Lucks
   - a. Project Manager Phone 417-864-2005
   - a. Project Manager Email blucks@springfieldmo.gov
6. **Project Name:** Recycling Enhancement Project
7. **Project Funding:**

	Amount:	Percentage:
Grant Funds Awarded	$ 29,582.00	100%
Cash Match	$0	0%
Match-In-Kind	$0	0%
TOTAL Project Budget	$ 29,582.00	100%

8. **Breakdown of Award Amount:**

DNR Remittable Allocation	$29,582.00
District Carryover	$0.00
Interest Income	$0.00
Project Income	$0.00
TOTAL Grant Award	$29,582.00

9. **Recipient agrees to administer this agreement in accordance with:**
   a. All applicable state and federal regulatons including, but not limited to 10 CSR 80-9.040.
   b. All applicable program guidelines.
   c. 2016 OHRD Grant Subgrantee Application for Funding
   d. MDNR SWMP* FY2016 General Terms & Conditions.
   e. Form MO 780-1991 (District Subgrantee or Plan Implementation Budget Form) as submited to MDNR SWMP.

10. **Security Interest In Equipment:** The Grantee hereby grants to OHRD and/or its successors a security interest in all equipment purchased by the OHRD Grantee for $5,000 or more, in whole or in part, with grant funds received from OHRD.

    The security interest in equipment owned by the OHRD Grantee shall be equivalent to the amount of funding provided by OHRD for the purchase of the equipment.

    Unless the SWMP or OHRD notifies the Grantee in writing of a material breach of the FAA or any documents incorporated herewith, the OHRD security interest in the equipment shall remain in effect for a period of five years, beginning on the date of purchase shown on the equipment purchase invoice. For this five year period, the OHRD security interest shall remain 100% of the amount of funding provided by OHRD for the purchase of equipment.
    This replaces Missouri Department of Natural Resources Solid Waste Management Program General Terms & Conditions Section 1.M.3.b.ii.

11. **Five Year Reporting Requirement** ##

12. Waiver of 15% Retainage

Unless a waiver was previously submitted by the subgrantee and approved by the OHRD Executive Board, OHRD shall retain 15% of the awarded grant funds until the OHRD Executive Board approves the project Final Report and final accounting of project expenditures.

13. Grant Documentation:

Both the Grantee and OHRD shall retain all documentation regarding this grant for at least three years following the closing of the project. If any litigation, claim, audit, or other action involving the project and/or records has been started before the expiriation of the three year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later.

14. Program Income

Program Income must be reinvested in the district grant during the grant period per MDNR SWMP General Terms and Conditions, I.F.

15. Disposal of Solid Waste

Grantee hereby certifies that any recycling bins or other containers purchased under this agreement shall not be used for continuous disposal of solid waste per 10 CSR 80-9.050 (2) (B) 6.

16. Signatures

The assistance as described herein is herby offered and accepted, effective upon the signatures of the below authorized officials:

OHRD: **Grant Recipient [Subgrantee] Authorized Signature**

Timothy W. Smith	**Date**	**Authorized Official**	**Date**
Chairman, OHRD (District O)		GREG BURRIS CITY MANAGER	

Attachments:

Grant Application Executive Summary
Grant Application Work Plan with Tasks
Grant Budget Summary

*Missouri Department of Natural Resources Solid Waste Management Program

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

BA Number 0013

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
55010	08	33520	416020	000000	00000	29,582.00	FY 2016 Missouri Solid Waste District "O" Grant Revenues
Net Revenue Adjustment						29,582.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
55010	08	33520	501260	000000	00000	29,582.00	Recycling Containers for City-operated Facilities
Net Expenditure Adjustment						29,582.00	

Fund Balance Appropriation:

Fund	Title		Amount
			-

Explanation: To appropriate Waste District "O" grant funds in the Solid Waste Disposal Fund to fund the purchase of a variety of recycling containers for use at city-operated facilities. There is no match required for this grant.

Requested By:

Stephen Meyer 11/8/16
Department Head Date

Approved By:

11/8/16
Interim Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2016-269
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 10-25-16

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 246 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an Intergovernmental Agreement with the member agencies of the Central Ozarks Regional DWI Task Force.

_____

WHEREAS, in 2013 the City entered into an agreement with regional municipalities, the Missouri State Highway Patrol, and the Missouri Highways and Transportation Commission to combine efforts to benefit the respective citizenry of each participating jurisdiction by agreeing to create a Regional DWI Task Force; and

WHEREAS, the partnering agencies wish to execute an additional agreement and agree to cooperate for the ultimate goal of DWI crash reduction and detection and apprehension of DWI offenders in a manner that is beneficial to each of the parties.

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

Section 1 - The City Manager, or his designee, is hereby authorized to enter into an Intergovernmental Agreement with the member agencies of the Central Ozarks Regional DWI Task Force; said agreement to be substantially in the same form and content as that document attached hereto and incorporated herein by reference as "Exhibit A."

Section 2 - This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 246

FILED: 10-25-16

ORIGINATING DEPARTMENT: Police

PURPOSE: To authorize the City Manager, or his designee, to enter into an Intergovernmental Agreement with the member agencies of the Central Ozarks Regional DWI Task Force.

BACKGROUND INFORMATION: By entering into an intergovernmental agreement with member agencies of the Central Ozarks Regional DWI Task Force, the Springfield Police Department (SPD) will be allowed to participate in regional DWI enforcement efforts. The enforcement efforts include sobriety checkpoints and enforcement saturation patrols. When enforcement efforts are conducted in other jurisdictions SPD will take a support (non-custodial) role and assist the host jurisdiction. The agreement also allows SPD to request assistance from other member agencies for enforcement efforts held within Springfield's boundaries.

REMARKS: This agreement is coordinated by MODOT Division of Highway Safety. Expenditures related to Central Ozarks Regional DWI Task Force events will be paid for by MODOT DWI/Sobriety Checkpoint grant funds already received by member agencies. The Springfield Police Department is a recipient of MODOT enforcement grant monies.

Submitted by:

Paul F. Williams, Chief of Police

Greg Burris, City Manager

Exhibit A

INTERGOVERNMENTAL AGREEMENT FOR THE CENTRAL OZARKS REGIONAL DWI TASK FORCE

THIS INTERGOVERNMENTAL AGREEMENT is made by and between the Sheriff's Offices of Cedar, Christian, Greene, Lawrence, Stone, and Webster Counties; the municipal agencies of Billings, Bolivar, Branson, Branson West, Fair Grove, Forsyth, Fordland, Kimberling City, Hollister, Merriam Woods, Nixa, Ozark, Reed Spring, Republic, Springfield, and Strafford; the Missouri State Highway Patrol and the Missouri Highways and Transportation Commission. Such entities will be referred to herein as "participating agencies" collectively, and "participating agency" individually.

WHEREAS, it is recognized that it is mutually beneficial to the citizens of each of the counties participating in this agreement for cooperation toward the goal of detection and apprehension of DWI offenders and reduction of DWI crashes in each of the participating communities.

WHEREAS, Article VI, section 16 of the Constitution of the State of Missouri allows any municipality or political subdivision of this state to contract and cooperate with other municipalities or political subdivisions for a common service.

WHEREAS, Revised Missouri Statute Section 70.220 authorizes cooperative action between municipalities and political subdivisions, or with an elective or appointed official thereof, for a common service.

WHEREAS, Revised Missouri Statute Section 70.815 authorizes the governing body of any political subdivision, by ordinance, order or other ruling, to enter into a contract or agreement with any other political subdivision, for the provision of police services by one political subdivision to another on request. The scope of the agreement may be general or specific, and may or may not provide for compensation for such services. Officers providing

police services in another jurisdiction pursuant to such an agreement shall have the same powers of arrest as officers of the requesting political subdivision, and shall have the same immunity as if acting within their own jurisdiction.

WHEREAS, the Central Ozarks Regional DWI Task Force (Task Force) is funded by grant monies distributed by the Missouri Department of Transportation. In addition to the grant funds provided to the Task Force, it is contemplated by this agreement that each participating agency may provide funding for aspects of Task Force activities that are not funded by the grant.

WHEREAS, it is the intent of the participating agencies that each participating agency will only authorize properly certified law enforcement personnel or peace officers in their department or agency to participate in Task Force activities, other than tasks that may constitute clerical duties. Further, it is the intent of the participating agencies that the individual members of each participating agency will conform to the requirements of the Central Ozarks Regional DWI Task Force grant and board of director protocols when participating in any Task Force project.

WHEREAS, the Sheriff and the authorized agents of the political subdivision have determined that it is in the public interest of these participating agencies to enter into this Intergovernmental Agreement, as authorized by Article VI, section 16 of the Constitution of the State of Missouri, Statute Section 70.220, RSMo and Statute Section 70.815, RSMo.

DEFINITION OF TERMS:

These terms shall have the following meanings when used in this agreement:

1. "**Law Enforcement Personnel**" means any public servant having both the power and duty to make arrests for violations of the laws of this state, and federal law enforcement officers authorized to carry firearms and to make arrests for violations of the laws of the United States.

2. "Peace Officer" means any police officer, sheriff, deputy sheriff, marshal or public safety officer.

3. "Political subdivision" means any agency or unit of this state empowered by law to maintain a law enforcement agency.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Each participating agency shall select a member of their agency to serve on the governing board of the Central Ozarks Regional DWI Task Force. The board will consist of one voting member of each participating agency. Regular attendance at board meetings is deemed to be a critical component of this agreement.

2. The board will consider projects submitted by participating members. Projects will be approved by a majority of the voting members present at a meeting. A quorum must be present to consider and approve a project.

3. Task Force projects must be located within one of the participating agency's jurisdictional boundaries.

4. When a Task Force project is presented to the board, the board member from the jurisdiction proposing the project shall present a request that includes: the proposed date(s) of the project, the hours proposed for the project, the manpower believed necessary to complete the project, the procedures that will be followed for the project and the general scope of the project. Such projects will be approved or declined based on the procedure set out in Section 2 above.

5. Participating agencies agree that peace officers and law enforcement officers participating in a Task Force project pursuant to this agreement shall have the same powers and authority as peace officers of the requesting jurisdiction, and shall have the same immunity as if acting within their own jurisdiction.

6. Each participating agency shall be responsible for all claims, damages and losses sustained by its own law enforcement personnel. This agreement shall not be so construed as to create any relationship between the law enforcement personnel of one participating agency and another participating agency. Each participating agency hereto agrees to procure insurance coverage in an amount reasonably sufficient to satisfy the liability for damages reasonably foreseeable from the activities herein contemplated, or shall be self-insured.

7. A participating agency shall not be liable to another participating agency for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively combat or handle any police problem arising out of any assistance requested or provided hereunder.

8. This agreement shall not be construed as an agreement for the benefit of any third party.

9. The participating agencies agree that all individual personnel performing duties under this agreement will be provided all regular benefits of employment by their employing agency, including but not limited to the cost of wages, overtime/compensation time, liability insurance, worker's compensation, and injury, death, and retirement benefits. Each party shall be responsible for all claims, damages, and losses sustained by its own employees.

10. The participating agencies agree that when manpower is being distributed for board approved projects, effort will be made to utilize law enforcement personnel or peace officers from the jurisdiction where the project is being held to complete tasks that would potentially lead to the arrest of a suspect. Law enforcement personnel or peace officers from supporting agencies would be assigned to non-arrest roles, such as; car counter, tow officer, driver, and arrestee or passenger escort. The goal of this agreement is to reduce the possibility of a member from a supporting agency being subpoenaed to court in the

host agency, which would create potential hardship associated with travel expense and missed shifts at their own agency.

11. Each participating agency assisting the host agency shall reserve the right to determine the number of its own employees assigned to assist the host agency with a Task Force project. Further, each participating agency assisting the host agency shall have the ultimate discretion to direct and supervise its employees assigned to the Task Force project. Each participating agency has the right to refuse to send assistance to the host agency to assist with a Task Force project if conditions within its own jurisdiction dictate.

12. This Agreement shall become effective upon the execution of this Agreement by authorized agents for the participating agencies and the corresponding political subdivision and the enacting of necessary ordinances or orders to implement said Agreement. This Agreement shall last for a period beginning on January 1, 2017 shall extend through December 31, 2020, provided, however, any party hereto may terminate this Agreement upon six months written notice.

13. This Agreement constitutes the entire understanding between the participating agencies and supersedes any prior agreements, written or verbal, and may only be amended or modified by a writing executed with the same formality of this Agreement.

14. This Agreement shall be binding upon the participating agencies and their successors in office or position. This Agreement shall be construed in accordance with and governed by 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.

15. The Task Force shall consist only of the agencies listed in this agreement and with authorized signatures from the agency and political subdivision authorizing such participation. However, it is is anticipated by the parties to the agreement that should any other law

enforcement agency wish to join the Task Force after its creation, a majority vote of the Board will allow such an agency to join the Task Force. A separate document will be created to document the participation of an additional agency.

16. This Agreement may be signed in one or more counterparts, each of which shall constitute an original, but all of which together shall be one and the same document. For purposes of executing this Agreement, a document signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature or an original document. At the request of any party, any facsimile or telecopied document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or a telecopier or the fact that any signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement of this Agreement or other document executed in compliance with this section.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the party's duly authorized representatives as set forth below.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Approved as to form:

Damon Phillips

Damon Phillips

Keck & Austin LLC

Date: 9/21/16

_____

Amanda Callaway

Assistant Springfield City Attorney

Date: _____

AUTHORIZED SIGNATURES FOR PARTICIPATING AGENCIES

_____

Agency

_____

By: _____

Its: _____

Date: _____

_____

Agency

_____

By: _____

By: _____

Date: _____

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