



Bob Dixon  
Presiding Commissioner

Shane Schoeller  
Clerk of the Commission

Harold Bengsch  
1<sup>st</sup> District Commissioner

Christopher J. Coulter, AICP  
County Administrator

John C. Russell  
2<sup>nd</sup> District Commissioner

## COUNTY COMMISSION

### Greene County, Missouri

(417) 868-4112

### Greene County Commission Commission Briefing Minutes

Tuesday, July 23, 2019

09:15 AM

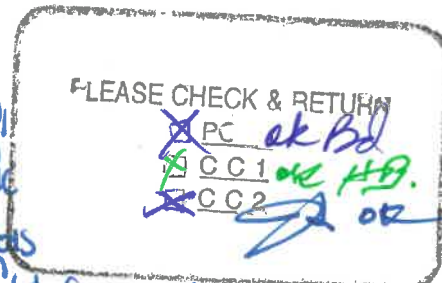
Historic Courthouse

Room 212

940 N Boonville

Attendees:

Bob Dixon, Harold Bengsch,  
John Russell, David Yancy,  
Cindy Stein, Jeff Scott, Mike Eagle,  
Rick Artman, Melissa Denney,  
Jeff Bassham, Tami Greene, Chris Coulter, Larry Woods,  
Royce Denny, Minjah Minter, Daphne Barton,  
Justin Hill, Marilyn Jeffries, Amanda Corcoran, Jim Amott, Cindy Stein, Megan Applegate



Jason Wert,  
Katie Kull,

### Informational Items

Budget Jeff Scott Budget Officer provided the Commission with updates on various project that his office is working on. Scott provided the Commission with a bond update. (EX 3) .Budget office will be bringing information to the Commission regarding cyber insurance in the near future for their review.

Human Resources Mailyn Jeffries highlighted the Inside Springfield Report. (EX4)

Chris Coulter informed Commission that he is working with John Wilson with Light the Way Ministry and will schedule a time for Mr. Wilson to update Commission on the Light the Way event held in Rogersville.

Donna Barton informed Commission that the Leopold Award App has been received. Ms. Barton is working with David Burton from the MU Extension to find a date to hold the Ag. Tour.

### Items for Consideration and Action by the Commission

Emergency Purchase MRAP Repair, Purchasing Office Director of Purchasing Melissa Denney provided the Commission with the emergency purchase for the MRAP repair (EX 5). Sheriff Arnott explained that the part that originally needed replaced was found at a lower price than originally quoted. Commissioner John Russell moved to approve the emergency purchase for the MRAP repair. Commissioner Harold Bengsch seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none

Emergency Purchase Jail Freezer, Purchasing Office Director of Purchasing Melissa Denney provided the Commission with the emergency purchase of a freezer located inside the jail. (EX 6) Commissioner Harold Bengsch moved to approve the emergency purchase of a freezer for the jail. Commissioner John Russell seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none

Surplus Property Request, Purchasing Office Director of Purchasing Melissa Denney provided Commission with six requests of vehicles to sell.(EX7) Commissioner Harold Bengsch moved to approve the surplus property requests . Commissioner Harold Bengsch seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none

Position Changes for the Public Administrator's Office, Budget Office



Deputy Budget Officer Mike Cagle presented the Commission with two proposals for salary changes to positions in the Public Administrator's Office. (EX8) the first proposal would be what the salary group recommended, that follows the policy set in place which would increase the salary grades and set all positions at a step zero. The second proposal would increase the salary grade and honor the steps that the individuals currently have. David Yancey Public Administrator stated that the second proposal is what he believed to be most fair. Yancey explained that by making each position a step zero it would pay individuals who had been long term employees and individuals who started in January the same. Yancey explained that it is only fair to honor people for their longevity. Commissioner Russell asked about other options available. After further discussion Commission was told that policy permits for up to 4 steps to be given to the individuals in the positions. Commissioner John Russell moved to approve the grades presented and adjust steps to 4 for position 3404-001, step 2 for positions 3401-001 and 3404-002 and step 0 for position 3404-003 and 3404-005. Commissioner Harold Bengsch seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none

Maintaining Right of Way in Jamestown, Highway Dept. Chris Coulter explained that the mowing issue was addressed by Rick Artman and the area is now on a schedule to be mowed.

MOU with Missouri Department of Public Safety, OEM Larry Woods Director of OEM presented the Commission with the MOU with Missouri department of public safety. (EX1) Discussion of the MOU ensued. Commissioner Harold Bengsch moved to approve the MOU with Missouri department of public safety. Commissioner John Russell seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none

Trunked Radio System Participation Agreement, OEM Larry Woods Director of OEM presented the Commission with the trunked radio system participation agreement. (EX2) Discussion of the agreement ensued. Commissioner John Russell moved to approve the trunked radio system participation agreement. Commissioner Harold Bengsch seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none

Other:

With no other business the meeting was adjourned.





Bob Dixon  
*Presiding Commissioner*

Harold Bengsch  
*1<sup>st</sup> District Commissioner*

John C. Russell  
*2<sup>nd</sup> District Commissioner*

Shane Schoeller  
*Clerk of the Commission*

Christopher J. Coulter, AICP  
*County Administrator*

**COUNTY COMMISSION**  
**Greene County, Missouri**  
**(417) 868-4112**

**Greene County Commission**  
**REVISED Commission Briefing Agenda**

**Tuesday, July 23, 2019**  
09:15 AM  
Historic Courthouse  
Room 212  
940 N Boonville

Informational Items

Budget  
Human Resources  
Chris Coulter  
Donna Barton

Items for Consideration and Action by the Commission  
Emergency Purchase MRAP Repair, Purchasing Office

Emergency Purchase Jail Freezer, Purchasing Office

Surplus Property Request, Purchasing Office

Position Changes for the Public Administrator's Office, Budget Office

Maintaining Right of Way in Jamestown, Highway Dept.

MOU with Missouri Department of Public Safety, OEM

Trunked Radio System Participation Agreement, OEM

Other:

REVISED 07/22/2019





Bob Dixon  
*Presiding Commissioner*

Harold Bengsch  
*1<sup>st</sup> District Commissioner*

John C. Russell  
*2<sup>nd</sup> District Commissioner*

Shane Schoeller  
*Clerk of the Commission*

Christopher J. Coulter, AICP  
*County Administrator*

**COUNTY COMMISSION**  
**Greene County, Missouri**  
**(417) 868-4112**

**Greene County Commission**  
**REVISED Commission Briefing Agenda**

**Tuesday, July 23, 2019**  
09:15 AM  
Historic Courthouse  
Room 212  
940 N Boonville

Informational Items  
Budget  
Human Resources  
Chris Coulter  
Donna Barton

Items for Consideration and Action by the Commission  
Emergency Purchase MRAP Repair, Purchasing Office

Emergency Purchase Jail Freezer, Purchasing Office

Surplus Property Request, Purchasing Office

Position Changes for the Public Administrator's Office, Budget Office

Maintaining Right of Way in Jamestown, Highway Dept.

MOU with Missouri Department of Public Safety, OEM

Trunked Radio System Participation Agreement, OEM

Other:

REVISED 07/22/2019



exl.

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE STATE OF MISSOURI DEPARTMENT OF PUBLIC SAFETY  
AND  
ZONE FOUR PARTNERS

This Memorandum of Understanding (MOU) entered into between the State of Missouri, Department of Public Safety (DPS) and the Zone Four Partners, consisting of the City Utilities of Springfield, Missouri; the City of Springfield, Missouri; and Greene County, Missouri (collectively the "Zone Four Partners"); and their respective successors. Hereinafter, either DPS or the Zone Four Partners may individually be referred to as a "Party" or collectively as the "Parties." This MOU describes the relationship and responsibilities between the Parties regarding regional interoperable safety communications and connectivity between their public safety communications systems.

WHEREAS, the DPS has constructed the Missouri Statewide Interoperability Network ("MOSWIN") to promote operable and interoperable communications throughout the State of Missouri, and;

WHEREAS, the Zone Four Partners have built an 800 megahertz (MHz) trunked radio system designed to provide radio communications for the entirety of Greene County for law enforcement and public safety communications among various agencies and departments, including emergency and non-emergency communications, which meets the requirements of each participating public agency, and;

WHEREAS, it is a national, regional, and local goal to establish and maintain dependable interoperable radio communication infrastructure among public safety and critical infrastructure communities in order to enable efficient emergency response, allow for coordinated action, maximize resources and promote the safety of critical infrastructure personnel and the public, and;

WHEREAS, the Parties have determined that a direct core connection of the existing Master Site Controllers (individually a "MSC") utilized in each Party's radio system, specifically the MOSWIN MSC located in Weldon Spring, Missouri and the Zone Four Partners' MSC located in Springfield, Missouri benefits the citizens served by each Party; and

WHEREAS, a coordinated approach to the sharing of resources is necessary to establish an effective interoperable public safety and critical infrastructure radio environment in Missouri for the benefit of the public, and local, state, and federal emergency responders in the jurisdictions of the Parties;

Therefore, for the reasons set forth the Parties hereby agree as follows:

I. Duration of Agreement

- a. This MOU will commence upon execution by all Parties and shall remain in effect for a trial period of three (3) years from the date a direct core connection of the existing MSCs referenced above is made and the Parties have agreed in writing as an addendum to this MOU that interoperability between MOSWIN and the Zone Four Partners' trunked radio system has been achieved. During this trial period, Parties will work in good faith to ensure the intended benefits of the interoperable arrangement are achieved. If it is determined by DPS or collectively by all of the Zone Four Partners during this period that the intended benefits are not being realized, either DPS or Zone Four Partners collectively may terminate this MOU thirty (30) days after sending written notice to the other Party of that Party's intent to terminate this MOU. Following termination of the MOU, the Parties agree



to work together to dissolve this arrangement in an orderly and responsible manner to ensure integrity of the MOSWIN and Zone Four Partners' trunked radio systems. In the event of a termination pursuant to this paragraph, each Party will be responsible for their own costs to separate.

- b. If it is determined by the Parties during the trial period the interoperable arrangement is achieving its intended benefits, this MOU will be extended for an additional seven (7) years from the end of the trial period, for a total initial term of this MOU of ten (10) years.
- c. After the initial term, this MOU may be renewed for additional periods of ten (10) years each, or any other period agreed upon in writing by the Parties not to exceed ten (10) years; and
- d. After the trial period and before the end of the initial term, either DPS or the Zone Four Partners collectively may terminate this MOU thirty (30) days after sending written notice to the other Party of that Party's intent to terminate this MOU. Following termination of the MOU, the Parties agree to work together for a period not to exceed five (5) years to dissolve this arrangement and to separate the Parties' systems in an orderly and responsible manner, which may require equipment purchases, asset relocations and/or system reconfigurations. In the event of a termination pursuant to this paragraph, the Party initiating termination shall bear the cost to separate. Upon termination and throughout the transition to separate systems, each Party agrees to retain an operational level of service to the other Party's communication ability.
- e. The Parties shall determine no later than thirty (30) days prior to the conclusion of the initial term or any agreed-to renewal period whether the MOU will be extended, replaced with a successor agreement, or expire at the end of the term. If the MOU expires and the Parties do not enter into a successor agreement to continue the arrangement agreed to in this MOU, the Parties agree to work together to dissolve this arrangement in an orderly and responsible manner to ensure integrity of the MOSWIN and Zone Four Partners' trunked radio systems. In the event of the expiration of this MOU pursuant to this paragraph, each Party will be responsible for its own costs to separate.

## II. Duties of DPS

- a. DPS will own, operate and be financially responsible for maintaining and upgrading the existing MOSWIN MSCs located in Jefferson City, Missouri and Weldon Spring, Missouri.
- b. DPS will allow the existing Zone Four Partners' MSC located in Springfield, Missouri to connect to MOSWIN's MSC located in Weldon Spring, Missouri.
- c. DPS serves as the owner of the MOSWIN System and has administrative authority over MOSWIN Zones 1 (Jefferson City MSC) and 3 (Weldon Spring MSC).
- d. DPS recognizes the Zone Four Partners as owners and administrators of all infrastructure that collectively comprises MOSWIN Zone Four with the exception to the Zone Four MSC.
- e. DPS will assume administrative responsibility for the Zone Four MSC while City Utilities of Springfield retains ownership.
- f. DPS will bear the cost of providing and maintaining primary and redundant backhaul connectivity between the Zone Four MSC and the MOSWIN MSC in Weldon Spring, Missouri.



- g. DPS will contract with Motorola for a system upgrade agreement (SUAI) to ensure the Zone Four MSC remains in sequence with MOSWIN system software revisions through the end of the system support lifecycle.
- h. DPS will contract with Motorola to provide remote cyber-security monitoring and patching for the Zone Four MSC.
- i. DPS will facilitate quarterly meetings with the Zone Four Partners for the purpose of affirming this MOU, identifying and mitigating any performance or maintenance issues with the Zone Four MSC; coordinating system software enhancement release (“SER”) patches; coordinating any system-wide (global) changes affecting all zones with MOSWIN; coordinating unified cyber-security policy and standard operating procedures; and addressing any unforeseen system infrastructure issues that have the potential to impact any or all zones within MOSWIN.
- j. The DPS Director and Missouri Interoperability Center (“MIC”) Director will maintain the “master password” for the MOSWIN system.
- k. DPS, through the MIC Director, shall review and approve all method of procedures (“MOP”) submitted by the Zone Four Partners. Zone Four Partners may request access to restricted levels of access/permissions in the MOSWIN system management software that have system-wide impacts. The request is made by contacting the MIC Director with an accompanying MOP detailing the proposed change and the system-wide implications of the change.
- l. DPS will ensure that upgrades to the Zone Four MSC are coordinated with and approved by the MOSWIN governance committee, on which the Zone Four Partners will have representation, and coordinated with Zone Four Partners prior to any upgrade, to ensure consistent software revisions in each controller that enable effective operation between the Parties.
- m. DPS will ensure that no changes, including upgrades, are made to the existing MOSWIN system that impact the operation or functionality of Zone Four radio communications network without approval of the Zone Four Partners’ designated representative and without 72 hours’ notice.
- n. DPS recognizes the Springfield-Greene County Trunked Radio System Management Board (“Board”) is the coordinating body for the Zone Four trunked radio system, and that this MOU does not seek to make any changes to the Board or to its authorized responsibilities for the Zone Four trunked radio system. DPS will work with the Board or its designated representative as defined in this MOU.

### III. Duties of the Zone Four Partners

- a. The members of the Zone Four Partners will own, operate and be financially responsible for maintaining and upgrading all of their trunked radio system assets.
- b. Although DPS will be responsible for the administration of the Zone Four MSC pursuant to § II.e of this MOU, the City Utilities of Springfield will own, operate and be financially responsible for maintaining the Zone Four MSC.



- c. The Zone Four Partners will contract with Motorola for a system upgrade agreement (SUAIL) to ensure its radio/rf sites remain compatible with MOSWIN system software revisions through the end of the system support lifecycle or as long as this MOU is in effect, whichever is shorter.
- d. The Zone Four Partners will ensure consoles remain compatible with the MOSWIN system.
- e. The Zone Four Partners will send a representative to be an active participant on the MOSWIN Governing Board.
- f. Each individual Zone Four Partner will fulfill any obligation it may have as set forth in any other agreement related to the ownership, administration, improvement, maintenance, or use of the Zone Four trunked radio system and its components, or funding of same. This paragraph specifically applies to the resolution of any disputes among the Zone Four Partners.

#### IV. Duties of Both Parties

- a. Each Party will designate a representative for the purpose of administering this MOU.

The DPS representative is designated as the DPS Director. The DPS Director may designate, by written notice, other persons having the authority to act on behalf of DPS in regard to this MOU.

The Zone Four Partners, acting through the Board, shall designate such a representative in a timely manner following execution of this agreement and may designate, by written notice, other persons having the authority to act on behalf of the Zone Four Partners in further performance of this MOU.

#### V. General Provisions

- a. HEADINGS. Item or section headings, if any, are for convenience only and are not to be used to interpret or define the provisions of this MOU;
- b. NUMBER AND GENDER IRRELEVANT. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders;
- c. SEVERABILITY. Nothing in this MOU is intended to conflict with applicable law, regulation or directives. Accordingly, the provisions of this MOU are severable and, in the event any provision of this MOU is determined to be invalid, in whole or in part, such unenforceable or invalid provision shall not affect the legality, enforceability or validity of the rest of this MOU. If feasible, the offending provision shall be replaced with an enforceable and valid provision that is as similar in tenor to the offending provision as possible. If the offending provision cannot be so modified, it shall be considered deleted from this MOU. Unless otherwise required by law, the illegality, invalidity, or enforceability of any provision of this MOU shall not affect the legality, validity or enforceability of any other provision of this MOU;
- d. NO PRIVATE RIGHT. This MOU is between the State of Missouri, Department of Public Safety (DPS) and the Zone Four Partners, consisting of the City Utilities of Springfield, Missouri; the City of Springfield, Missouri; and Greene County, Missouri; and their respective successors. Other than these identified entities, it does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, or other officers, employees, agents,



or associated personnel of the Parties. Nothing in this MOU is intended to restrict the authority of either Party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction;

- e. **ISSUE RESOLUTION.** Throughout the course of this MOU, issues such as scope, interpretation of provisions, unanticipated technical matters (including improvements), and other concerns may arise. Parties agree to appoint their respective points of contact to work in good faith towards resolution;
- f. **ENTIRE MOU.** This MOU constitutes the entire agreement between the Parties with regard to the matters set forth herein. This MOU may be modified upon the mutual written consent of the Parties; however, any such changes must be in writing, duly signed by their authorized representatives. This MOU, including any amendments, will be reviewed annually on or around the anniversary of its effective date;
- g. **RESPONSIBILITY ONLY FOR OWN ACTIONS.** To the extent governed by applicable state law, each Party will be responsible for its own acts and results arising from those actions and shall not be responsible for the acts of the other Party and results arising from those actions;
- h. **ASSUMPTION OF RISK AND LIABILITY ONLY FOR OWN ACTIONS.** Each Party agrees, to the extent allowed by law, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of its agents or employees under this MOU. Each Party's liabilities shall be governed by applicable state law;
- i. **NO WAIVER OF IMMUNITY.** Nothing in this agreement shall be construed as a waiver by either Party of any applicable immunity, including sovereign immunity as enjoyed by the parties under § 537.600 of the Revised Statutes of Missouri.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

The Memorandum of Understanding is hereby entered into between the State of Missouri, Department of Public Safety and the Zone Four Partners, consisting of the City Utilities of Springfield, Missouri; the City of Springfield, Missouri; and Greene County, Missouri, and becomes effective on the last date of execution by all Parties.



**Missouri Department of Public Safety**

By: \_\_\_\_\_

Name: Sandra K. Karsten \_\_\_\_\_

Title: Director \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form by legal counsel:*

By: \_\_\_\_\_

Name: Nathan Weinert \_\_\_\_\_

Title: General Counsel \_\_\_\_\_

Date: \_\_\_\_\_

**City Utilities of Springfield, Missouri**

By: \_\_\_\_\_

Name: Scott Miller \_\_\_\_\_

Title: General Manager \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form by legal counsel:*

By: \_\_\_\_\_

Name: Drew Hilpert \_\_\_\_\_

Title: Senior Utility Counsel \_\_\_\_\_

Date: \_\_\_\_\_

**Greene County, Missouri**

By: \_\_\_\_\_

**City of Springfield, Missouri**

By: \_\_\_\_\_

Name: Jason Gage \_\_\_\_\_

Title: City Manager \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form by legal counsel:*

By: \_\_\_\_\_

Name: Christopher Hoeman \_\_\_\_\_

Title: City Attorney \_\_\_\_\_

Date: \_\_\_\_\_

**Greene County, Missouri**

By: \_\_\_\_\_

Name: Bob Dixon \_\_\_\_\_

Title: Presiding Commissioner \_\_\_\_\_

Date: \_\_\_\_\_

**Greene County, Missouri**

By: \_\_\_\_\_



Name: Harold Bengsch

Title: Commissioner

Date:

*Approved:*

By:

Cindy Stein, Greene County Auditor

By:

Shane Schoeller, Greene County Clerk

Name: John C. Russell

Title: Commissioner

Date:

*Approved as to form by legal counsel:*

By:

Name: John Housley

Title: Greene County Legal Counsel

Date:



027.

# **800 MHz TRUNKED RADIO SYSTEM PARTICIPATION AGREEMENT**

**Between**

**City Utilities of Springfield, Missouri,**

**Greene County, Missouri,**

**And**

**The City of Springfield, Missouri**

## INDEX

Article I	Definitions.....	3
Article II	Term of AGREEMENT.....	5
Article III	System Access and Charges.....	8
Article IV	TRS Design and Performance Criteria.....	9
Article V	Ownership, Construction, Operation, Maintenance and Administration.....	9
Article VI	TRS Management Board.....	10
Article VII	Budgeting and Accounting.....	11
Article VIII	Force Majeure.....	12
Article IX	Indemnification and Limitation of Liability.....	12
Article X	Miscellaneous and Severability.....	12
Article XI	Notices.....	13
Article XII	Dispute Resolution and Defaults.....	14
Article XIII	Authorization.....	15
Article XIV	Additional Terms.....	15
Article XV	Collocation of Facilities.....	16
Article XVI	Mobile Data/Automatic Vehicle Location Equipment And Collocation of Parties' Antennas.....	17

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between CITY UTILITIES OF SPRINGFIELD, MISSOURI (herein "City Utilities"), GREENE COUNTY, MISSOURI (herein "County"), and the CITY OF SPRINGFIELD, MISSOURI (herein "City"). City Utilities, County, and City shall also be referred to herein as "Parties", collectively, and "Party", individually.

WITNESSETH:

WHEREAS, the Parties have developed an 800 megahertz (MHz) Trunked Radio System ("TRS") to provide improved law enforcement/public safety communications among their various agencies and departments, including emergency and non-emergency communications, which meets the requirements of each Party and can be expanded to meet future requirements of the Parties; and

WHEREAS, the Parties have determined that the combined use of the TRS for City and County-wide law enforcement/public safety communications has and will continue to benefit the public's health, safety, and welfare through improved intra-and inter-agency operability, reduced costs, and enhanced performance; and

WHEREAS, the TRS is owned and operated by City Utilities according to the 800 MHz Trunked Radio System Participation Agreement which was originally entered into April 13, 2000 by and between the Parties and shall terminate April 1, 2020; and

WHEREAS, the Parties desire to continue their combined participation use of the TRS and to enter into a new AGREEMENT to provide the terms and conditions necessary for each Party to participate in and to obtain the TRS services, and for City Utilities to proceed with the necessary upgrade of the TRS, and ongoing operation, maintenance, and administration of the system upon the expiration of this original agreement; and

WHEREAS, the Parties desire to enter into a Memorandum of Understanding with the State of Missouri Department of Public Safety to become Zone Four of the Missouri Statewide Interoperability Network (MOSWIN) to enhance interoperable radio communication infrastructure among public safety and critical infrastructure communities in order to enable efficient emergency response, allow for coordinated action, maximize resources and enhanced safety of critical law enforcement/public safety personnel and the public;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I  
Definitions

Section 1.1. Definitions. Unless otherwise defined in this AGREEMENT, the following words shall have the following meanings, unless the context requires otherwise:

"AGREEMENT" shall mean this PARTICIPATION AGREEMENT, and any and all amendments thereto.

“Board” shall mean the TRS Management Board as originally established pursuant to the 2000 Participation Agreement and whose structure and oversight will remain intact during and as defined in this AGREEMENT.

“City” shall mean City of Springfield, Missouri, and its successors.

“City Utilities” shall mean City Utilities of Springfield, Missouri, and its successors.

“County” shall mean Greene County, Missouri, and its successors.

“Design Development Review” shall mean the interactive process whereby the designated representatives of each Party working as the Technical Users Advisory Committee (TUAC) or the TRS Management Board reviews and approves the TRS performance specification to meet the objectives generally contained herein, resulting in documents and schematics that allow the equipment to be ordered, factory tested, shipped properly installed, and acceptance tested, prior to entering into service.

“FCC” shall mean the Federal Communications Commission, or any successor agency.

“Fixed Network Radio Equipment” shall refer to the shared radio equipment required by the TRS which is furnished and installed by City Utilities on behalf of the Parties. General categories of Fixed Network Radio Equipment include, but are not limited to shelters, radio repeaters, antennas, frequency combiners, cabling, controllers, and emergency power equipment.

“Fleet Map” shall mean the assignment of subscriber units to talk groups and the assignment of talk group priorities.

“Capital Cost Allocation Ratio” shall mean the proportion of capital costs to be paid by each Party as set forth in Section 3.4.

“In-Service Date” shall mean the date upon which the TRS has been demonstrated to meet operational specifications of the system’s final detailed design and made available by City Utilities.

“Mutually Approved” shall mean that the General Manager acting for City Utilities, or his/her designee, the Presiding Commissioner for the County, or his/her designee, and the City Manager for the City, or his/her designee, have approved in writing functional aspects of the TRS performance. These mutual approvals shall not, unless specifically stated, constitute an amendment to this AGREEMENT.

“Subscriber Licensee” shall mean any authorized entity in accordance with the FCC and locally established requirements which participate in the TRS through a contractual arrangement with City Utilities, approved by TRS Management Board.

“Subscriber Unit” shall mean an individual radio transceiver unit capable of communications on the TRS.

“System Acceptance” shall mean the demonstrated performance of the physical, electrical, and functional specifications of the TRS as contained within a jointly developed 800 MHz Trunked Radio System procurement event.

“Talk Group” shall mean a set of Subscriber Units that exclusively receive each other’s transmissions. Subscriber Units typically have controls which allow them to switch from talk group to talk group as needed, as allowed by the fleet map, and/or as established by a dispatch console operator.

“Telecommunication Services” shall mean the telecommunications services provided to interconnect the Fixed Network Radio Equipment, operator consoles, and management systems.

“Trunked Radio System” or “TRS” shall mean the 800 MHz Trunked Radio System utilized by the Parties and subscriber licensees. This definition excludes the individual Party’s Subscriber Units, dispatch consoles, and building distribution amplifiers.

“User” shall mean an individual who operates one or more Subscriber Units, an approved digital or telephonic interconnect, and or dispatch console.

## ARTICLE II Term of Agreement

Section 2.1. The initial term of this AGREEMENT shall be effective upon the date of the last signature to this AGREEMENT and shall terminate on March 31, 2035. This AGREEMENT shall replace and supersede the 800 MHz Trunked Radio System Participation Agreement which was originally entered into on April 13, 2000 by and between the Parties. The April 13, 2000 Agreement shall terminate and be of no force and effect upon the date of the last signature to this AGREEMENT.

Section 2.2. Upon termination of the initial term, the AGREEMENT shall continue thereafter on a year to year basis until terminated by any Party giving at least one (1) year advance written notice to all other Parties of their intent to terminate the AGREEMENT.

Section 2.3. City’s or County’s right of participation in the TRS may be terminated by City Utilities for cause in the event: (i) either City or County shall fail to appropriate necessary funds or shall fail to make required payments to City Utilities when due for their respective share of capital costs or annual expenses for operation and maintenance of the TRS or (ii) either City or County shall misuse or allow misuse of subscriber units, digital or telephonic interconnects dispatch systems, or other equipment which substantially interferes with the intended functioning of the TRS. Termination of either City’s or County’s participation for cause may occur only after the conditions of dispute resolution set forth in this AGREEMENT are satisfied. In the event of termination of participation pursuant to this section, the Party so terminated shall forfeit all of its interest in the TRS, except for its subscriber units, dispatch consoles, building distribution amplifiers and any other TRS equipment which has been wholly paid for by such Party. A Party terminated for cause shall be entitled to a refund of its proportionate share of unspent funds remaining in designated reserve accounts, subject to offset for any delinquencies owed to City Utilities for operation and maintenance of the system.

Section 2.4. This AGREEMENT may be terminated for cause by City and County, acting jointly, for the failure of City Utilities to operate and maintain the TRS system with due diligence so that the system substantially performs its intended law enforcement/public safety functions. Termination of this AGREEMENT by City and County for cause may occur only after the conditions of dispute resolution set forth in this AGREEMENT are satisfied. In the event this AGREEMENT is terminated by City and County for cause, then City Utilities shall repay to City and County their capital contribution for the TRS in accordance with the provisions of Section 2.7 (b) (1-4) below.

Section 2.5. City Utilities shall not mortgage, pledge, hypothecate or create any security interest in the TRS without the written consent of City and County. City and County hereby grant permission to City Utilities to finance its share of capital costs by granting a security interest in the TRS. City Utilities shall indemnify, defend, and hold harmless City and County from and against any and all claims arising out of such financing and such security interest. City Utilities agrees to reimburse City and County for any and all sums either City or County may pay to cure any default or prevent any delinquencies by City Utilities under such security agreement. City Utilities also agrees to reimburse City and County for any and all payments made by City or County in order to release the TRS from any such security interest, but only for payments made after default by City Utilities on such security agreement. All such reimbursements shall bear interest at the rate set forth in Section 7.2 hereof. Commencing after three (3) years from the In-Service Date of the system upgrade, City Utilities shall have the right to sell its interest in the TRS, or assign responsibility for operation of the system, as herein provided. Upon receipt of a bona fide written offer of sale or assignment from a third party, City Utilities shall give City and County ninety-one (91) days advance written notification of the proposed sale or assignment, including a copy of the third party's written offer, which shall be subject to the rights of first refusal to purchase City Utilities' interest, on the basis set forth in Section 2.7 of this AGREEMENT. The City and County will thereafter have ninety (90) days from the receipt of notification to exercise their rights to purchase the TRS System, or to consent to the sale or assignment or to withdraw from this AGREEMENT pursuant to the terms of Section 2.7, by notifying City Utilities in writing of their election.

Section 2.6. Any Sale or assignment of the TRS by City Utilities, if approved by the Parties, shall transfer all of the obligations incumbent upon City Utilities by this AGREEMENT to the new owner or assignee, and the new owner or assignee shall acknowledge the assumption of such obligations in writing for such sale or transfer to become effective. Unless City and/or County elect to purchase the TRS, failure of City Utilities to consummate a sale or transfer of the TRS to the third party after the giving of notification, shall entitle City and County to revoke any election they may have made under Section 2.5 upon the basis of such notification.

Section 2.7. Upon receipt of notification from City Utilities of a proposed sale or assignment of the TRS to a third party, City and County shall have the following options, in addition to the option of consenting to the proposed sale or transfer:

- (a). City and County shall have the right of election to purchase, free and clear of encumbrances, City Utilities' interest in the TRS, including any leasehold interests and property held in fee that have been acquired by City Utilities as part of the system. The purchase price for City Utilities' interest in the TRS shall be the same amount as is payable to City and County upon withdrawal as is set forth in Section 2.7
- (b). If either City or County elects not to participate in the purchase, the other Party may on its own purchase City Utilities' interest in its entirety. Payment shall be made for the full purchase price in three (3) equal annual installments, with the first installment due within ninety (90) days of the receipt of the notice of election and the remaining two installments due in each succeeding year on the anniversary date of the first installment. The unpaid balance shall bear interest at the composite rate earned by City Utilities on its portfolio of investments, accruing after the date of transfer. City and County may prepay any installment without penalty. The purchasing Party or Parties shall have the right to enter upon the premises of City Utilities to remove the equipment and shall repair, or pay the reasonable costs of repair, for any damage caused by removal. In the event of purchase, City Utilities agrees to relinquish FCC licenses held by it in accordance with the provisions of Section 14.1. Upon completion of the transfer, including FCC issuance

of necessary channel frequency licenses, the Party or Parties electing to purchase shall assume City Utilities' obligations with respect to operation of the TRS.

(b). Either City or County, or both of them, if not electing to participate in a purchase or to consent to the transfer or assignment, may elect to withdraw from participation under this AGREEMENT, in which case the AGREEMENT shall be terminated as to the withdrawing Party or Parties. If City or County elect to withdraw, written notice of such election shall be given to City Utilities within ninety (90) days of the receipt of the notice of the proposed sale or assignment. In the event of withdrawal, City Utilities shall make repayment to City and County, or either of them, for each terminating Party's capital contribution in the TRS. Repayments shall be made in three (3) equal annual installments, with the first installment due within ninety (90) days of the receipt of the notice of termination and the remaining two installments due in each succeeding year on the anniversary date of the first installment. The unpaid balance shall bear interest at the composite rate earned by City Utilities on its portfolio of investments, accruing after the date of transfer. City Utilities may prepay any installment without penalty. The total amount of the repayments shall be as follows:

(1). One-half (1/2) of the amount paid as provided by Article III, Section 3.4, if withdrawal occurs on before five (5) years after the in-service date, together with the proportionate share of the then existing unspent funds in the designated reserve accounts paid in by such Party.

(2). One-fourth (1/4) of the amount paid as provided in Article III, Section 3.4, if terminated after (5) years, but before ten (10) years after the in-service date, together with the proportionate share of the then existing unspent funds in the reserve accounts paid in by such Party, and

(3). No return of the original amount paid as provided in Article III, Section 3.4, if terminated after ten (10) years after the in-service date, provided such Party will be paid the proportionate share of the then existing unspent funds in the reserve account paid in by such Party.

(4). Subsequent capital investments made by any Party which were deemed under Article III, Section 3.3 to be 100% funded by the requesting Party, or according to the capital cost allocation ratio, shall follow the schedule as indicated above based upon the in-service date of the capital investment.

(5). Unless both City and County elect to withdraw, this AGREEMENT shall continue in full force and effect as to the non-withdrawing Party.

Section 2.8. In the event no written election is given by City or County to purchase City Utilities' interest in the TRS, or to withdraw, in the manner provided herein, such Party failing to give such notice shall be deemed to have consented to the sale or transfer, or purchase of City Utilities interest by the other Party, and this AGREEMENT shall continue in full force and effect as to such Party, upon the transferee's or assignee's written assumption of City Utilities' obligations and responsibilities under this AGREEMENT.

Section 2.9. Upon the termination of this AGREEMENT on or after the initial term, the Parties shall meet and negotiate in good faith to determine the best and most equitable means of terminating the AGREEMENT and dividing the assets of the TRS among the Parties.

ARTICLE III  
System Access and Charges

Section 3.1. Each Party shall purchase its own Subscriber Units, dispatch consoles, and building distribution amplifiers. The number and type of Subscriber Units, dispatch consoles, and building distribution amplifiers will need to be evaluated and analyzed by City Utilities who will then present their findings and recommendations to the Board for approval.

By a unanimous vote, the Board may allocate the number of Subscriber Units and dispatch consoles to the Parties and to a nonparticipant pool. The Board may allocate the Subscriber Units in the nonparticipant pool to public safety entities or utilities that are not parties to this AGREEMENT. Such public safety entities or utilities shall not be required to pay any of the costs of the Trunked Radio System or any fees for its use, other than the cost of the Subscriber Units allocated to them. Any entity that is allocated Subscriber Units from the nonparticipant pool must enter into a license agreement with City Utilities before they can be utilized on the TRS.

Section 3.2. To insure software compatibility and system integrity, only compatible Subscriber Units, dispatch consoles and building distribution amplifiers approved by the Board shall be granted access to the TRS. All equipment shall be operated, maintained and programmed in accordance with system specifications and policies of the Board.

Section 3.3. The maximum number of Subscriber Units, dispatch consoles, and building amplifiers for each Party and the nonparticipant pool will be set by the Board. Should a Party(s) request Subscriber Units and or dispatch consoles to be added which exceed the maximum number established by the Board, or request additional or new features, City Utilities will prepare a plan to address the request and submit it to the Board. The Board will review and determine whether the capital infrastructure required and the associated operations and maintenance costs shall be funded in whole or in part by the requesting Party(s) or funded from a designated reserve account. In the event that the reserve account is not sufficient to pay the expense, then the Board may, by a unanimous vote, agree to fund the remaining modification costs in accordance with the Capital Cost Allocation Ratio agreed to herein.

Section 3.4. Each Party shall pay one-third (1/3) of Fixed Network Radio Equipment costs. City and County shall contribute their proportionate share of costs to City Utilities when and as they come due. When City Utilities incurs Fixed Network Radio Equipment costs, it will invoice the City and County for their share of the cost. City and County will pay their share of such costs within thirty (30) days of the receipt of the invoice. Approval of change orders shall not be withheld unreasonably.

Section 3.5. The TRS shall be operated by City Utilities. However, each Party shall pay its proportionate share of the reasonable actual operational and maintenance expenses incurred by City Utilities for the operation and maintenance of the TRS in accordance with the agreed percentage ratios in Section 3.4 or, in the case of subscriber units beyond the maximums established by the Board, Section 3.3 shall prevail.

Materials and direct labor costs shall be City Utilities' actual costs, including normal overheads. Overhead costs shall be calculated in accordance with the following formulae:

1. Labor Fringe Benefits (including non-productive time) divided by Productive Labor equals Labor Overhead Rate.

2. Storeroom Handling Expense divided by Net Costs of Stores Issues equals Materials Overhead Rate.

Section 3.6. Revenues obtained by City Utilities from any third parties for use or rental of the TRS system or any related facilities obtained by City Utilities using any funds contributed by City or County under this AGREEMENT shall be applied to the annual operating and maintenance costs for the system in reduction of the annual obligations of the Parties for payment of such costs.

Section 3.7. The Board may establish an Operational and Maintenance Reserve Fund, which shall be funded in accordance with this section. If any estimate of operational and maintenance expenses is more than the actual operational and maintenance expenses, then the Board may vote to deposit the difference in the Operational and Maintenance Reserve Fund to fund future operational and maintenance costs. Since only the City and the County pay estimates of operational and maintenance expenses, City Utilities will pay into the Operational and Maintenance Reserve Fund an amount equal to what the City and County each (not both) pays into the Fund, so that each Party contributes one-third (1/3<sup>rd</sup>) of the total amount.

#### ARTICLE IV

##### TRS Design and Performance Criteria

Section 4.1. TRS design and performance criteria are established by the Board.

Section 4.2. The details of implementing TRS, its design, upgrades, expansions, construction, interoperability/operability arrangements with other law enforcement and public safety communications systems, third-party access and related specifications and acceptance testing will be reviewed and approved by the Parties through the Design Development Review process.

Section 4.3. City Utilities shall provide monthly system performance reports to the Board to monitor the overall system performance. Each person utilizing the TRS will be expected to employ professional radio etiquette, as will be defined, monitored, and enforced by the Board. Should additional capacity or functionality be requested, City Utilities will prepare a plan to meet the need and the Board will review the plan as specified in Section 3.3.

#### ARTICLE V

##### Ownership, Construction, Operation, Maintenance and Administration

Section 5.1. City Utilities shall be the legal owner of the TRS, subject to equitable rights of City and County as set forth in this AGREEMENT. City Utilities shall contract for the purchase, installation and other third-party arrangements related to the TRS which would include upgrades, expansions, construction, interoperability/operability arrangements with other law enforcement and public safety communications systems, and third-party agency access. This is not intended to be an all-inclusive list.

City Utilities shall be responsible for administration and enforcement of contracts. Any future economic effects arising out of contracts such as reduction or increase of contract costs or recovery of or liability for liquidated or other damages from a contractor shall be shared equally by City, County and City Utilities. City Utilities shall operate, maintain, and administer all aspects of the TRS in a professional and competent manner to assure the long-term and reliable provision of the TRS's coverage and capacity requirements. During the term of this AGREEMENT, City Utilities shall provide City and County with TRS services as herein provided.

Section 5.2. City Utilities shall plan, design, permit, acquire and construct all aspects of the TRS. Parties owning existing structures requiring modifications relating to the initial installation of the TRS or any additional requirement, thereafter, shall provide wall, ceiling floor, and roof penetrations and resealing. Each Party shall be responsible to coordinate this work.

Section 5.3. City Utilities has obtained a total of twenty-five (25) 800 MHz Public Safety Trunked Radio frequencies from the FCC. All frequencies are licensed in the name of City Utilities. During the term of the AGREEMENT, City Utilities will be responsible for all FCC licensing issues. Upon termination of the AGREEMENT, City Utilities shall release frequencies as set forth in Section 14.1 and shall cooperate with City and County in their applications to the FCC for such frequencies.

Section 5.4. City Utilities will support organizationally the resources, with sufficient instruction and training to support the operation and use of the system.

Section 5.5. City Utilities shall provide 24-hour, 7-day per week system monitoring and response, and at all times will provide and retain services as needed to assure reliable operation of the system

Section 5.6. Each Party shall purchase and provide funding for the maintenance of its own Subscriber Units and shall maintain them so that the Subscriber Units comply at all times with the requirements of this AGREEMENT.

Section 5.7. Dispatch consoles, building distribution amplifiers, and associated equipment will be maintained by City Utilities. Maintenance charges will be billed to the Party owning the equipment.

Section 5.8. City Utilities shall, with the approval of the Board, purchase liability and casualty insurance in such amounts and types as coverage as necessary to protect the Parties from losses arising out of this AGREEMENT. In the event of destruction, or partial destruction of the TRS, City Utilities shall use the proceeds from insurance to replace the TRS as may be necessary in order to continue operation of the system during the term of this AGREEMENT. The cost of such insurance shall be included in the operating and maintenance expenses set forth in Section 3.5 hereof. Deductibles under such insurance policies shall be paid from a designated reserve fund. To the extent the designated reserve fund is insufficient, the Parties shall pay the deductibles in accordance with the Capital Cost Allocation Ratio.

## ARTICLE VI

### TRS Management Board

Section 6.1. The Board will be created with two (2) designated primary and one (1) designated alternate representative from each of the Parties. Each designated primary representative shall have one (1) vote on the Board. There shall be a total of six (6) votes by members of the Board. Decisions of the Board will be made by a two-thirds (2/3rds) affirmative vote of the Board. The voting members of the Board shall select one of their members who shall serve as chairperson for a term of (2) years, and the chairperson shall rotate among the Parties. The chairperson shall have a vote.

Section 6.2. The Board's responsibilities shall include:

- a) Establishing bylaws and administrative guidelines for itself;
- b) Setting operational policies;
- c) Reviewing TRS operations, performance, and maintenance;

- d) Monitoring and enforcing contract performance;
- e) Establishing by agreement a User Advisory Committee;
- f) Developing operational protocols to insure efficient use of the TRS resources; and
- g) Meeting no less than four (4) times per year.

Section 6.3. The existing Board shall remain in effect upon the execution of this AGREEMENT by all Parties.

## ARTICLE VII

### Budgeting and Accounting

Section 7.1. City Utilities will annually provide each Party with verified actual expenditures of detailed operation and maintenance of the system from City Utilities's previous fiscal year by November 30. Billing for operation and maintenance services will be paid quarterly in equal installments in advance. Invoices will be submitted to each Party no later than December 31. All payments required under this AGREEMENT shall be made within thirty (30) days from the date of billing. Appropriate operation and maintenance cost adjustments from the previous year shall be made and reflected on each Party's quarterly invoice.

Section 7.2. In the event that any portion of any bill is in dispute, the disputed amount shall be paid under protest when due. Delinquent payments shall bear interest at the same rate as legal judgments where no contract rate is specified, as set forth in Section 408.040 R.S.Mo. Disputes shall be discussed and resolved by the Board, who shall use their best efforts to resolve the disputes amicably and promptly. Upon determination of the correct billing amount, the proper adjustment shall be paid or refunded promptly after such determination. Refunds shall also be paid with interest at the rate set forth above. Any party may request an independent audit by an outside accounting firm jointly selected by the Director of Finance of the City, the Presiding Commissioner of the County Commission, and the Chief Financial Officer of City Utilities to audit City Utilities's expenditures for operation and maintenance for determination if such costs billed are appropriate and reasonable. The findings of the auditors shall be conclusive on all Parties. In the event that as a result of such audit, there is an adjustment downward of five percent (5%) or more in the amount claimed by City Utilities, then City Utilities shall bear the cost of the audit at its sole expense, otherwise the Party requesting the audit shall pay for the expenses thereof.

Section 7.3. Accounts will be established that are dedicated to the TRS operations and maintenance expenses and capital improvement expenditures. The minimum standard for accounting will be to assure all costs associated with operating the TRS, associated capital expenditures are specifically identified and accounted for. A separate accounting of the TRS operation and maintenance expenses will be provided on an annual basis as indicated in Section 7.1.

Section 7.4. Except as provided in Sections 3.1 and 14.2 and Articles XV and XVI, City Utilities will allow no free TRS service or preferential rates and will enforce collections as appropriate.

Section 7.5. City Utilities shall provide telecommunication services to the TRS. These services shall be charged at prevailing market rates for applicable services.

ARTICLE VIII  
Force Majeure

Section 8.1. In case any Party to this AGREEMENT should be delayed in or prevented from performing or carrying out any of the covenants or obligations made by and imposed upon said Party by this AGREEMENT by reason of Force Majeure, then in such case or cases, the Parties shall be relieved of performance under this AGREEMENT except for the obligation to pay for services already received under this AGREEMENT, and shall not be liable to any other Party for or on account of any loss, damage, injury, or expense resulting from or arising out of such delay or prevention; provided, however, that the Party suffering such delay or prevention shall use due or practicable diligence, to remove the cause or causes thereof; and provide, further, that neither Party shall be required by the foregoing provisions to settle a strike except when, according to its own best judgment, such a settlement seems advisable. The term "Force Majeure" shall be any cause not reasonably within the control of the Party claiming Force Majeure, not attributable to such Party's neglect, including, but not limited to, the following: strikes, stoppages in labor, failures of contractors or suppliers of materials, unavailability of a fuel or resource use in connection with the generation of electricity, riots fires, floods, ice, invasions, civil wars, commotion insurrections, military or usurped power, order of any court granted in any bona fide adverse legal proceedings or action, order of any civil or military authority explosion, act of God or the public enemies, sabotage, or orders or permits, or the absence of the necessary order or permits, of any kind which have been properly and timely applied for from the government of the United States of America, a state or states of the United States, or any political subdivision thereof.

ARTICLE IX  
Indemnification and Limitation of Liability

Section 9.1. To the extent allowed by law, City Utilities shall indemnify, defend, and hold City and County, and their respective officials, agents and employees harmless from and against any and all loss, damage, cost or expense, including attorney's fees, caused, in whole or in part, by the negligent or wrongful act or omission of any employee or agent of City Utilities, notwithstanding any negligent or wrongful act or omission on the part of City or County, or their respective officials, agents and employees, but such indemnification obligation shall exist only to the extent that the liabilities, claims, damages and other costs are covered by and collectible from insurance obtained by City Utilities pursuant to Section 5.8 hereof.

Section 9.2. In no event shall City Utilities be liable to City, County, or any other Participating Party for special, incidental, or consequential damages as the result of interruptions of TRS services. If City Utilities fails to operate the TRS in a professional and competent manner, then, as an alternative to terminating this AGREEMENT pursuant to Section 2.4, City, County, and City Utilities may choose an independent third party to operate the TRS by a two-thirds (2/3rds) vote. City, County, and all Participating Parties shall be limited to the remedies provided herein for interruptions or quality of TRS service.

ARTICLE X  
Miscellaneous and Severability

Section 10.1. No waiver at any time by any Party hereto of its rights with respect to the other Parties or with respect to any matter arising in connection with this AGREEMENT shall be considered a waiver with respect to any subsequent default or matter.

Section 10.2. This AGREEMENT shall be governed by and construed in accordance with Missouri law. The venue for any litigation arising from this AGREEMENT shall be Greene County, Missouri.

Section 10.3. This AGREEMENT constitutes the entire AGREEMENT between the Parties relating to the subject matter hereof and supersedes any other agreements, written or oral, between the Parties concerning such subject matter.

Section 10.4. Should any provision of this AGREEMENT for any reason be declared invalid or unenforceable by a final, non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions of this AGREEMENT, and such portions shall remain in force and effect as if this AGREEMENT had been executed without the invalid portion. In the event any provision of this AGREEMENT is declared invalid, the Parties shall promptly renegotiate the invalid or unenforceable provision to restore this AGREEMENT as near as possible to its original intent and effect.

Section 10.5. No modification of the terms and provisions of this AGREEMENT shall be or become effective except by written amendment executed by the Parties.

## ARTICLE XI

### Notices

Section 11.1. All written notices under this AGREEMENT shall be deemed properly sent if delivered in person, registered or certified mail, return receipt requested, postage prepaid to the persons specified below:

If to City Utilities:

General Manager  
City Utilities of Springfield  
P.O. Box 551  
301 E. Central  
Springfield, MO 65801-0551  
Phone: (417) 863-9000  
Fax: (417) 831-8802

If to County:

Presiding Commissioner  
Greene County Commission  
1443 N. Robberson Ave., 10<sup>th</sup> Floor  
Springfield, Missouri 65802  
Phone: (417) 868-4117  
Fax: (417) 868-4818

If to City:

City Manager  
City of Springfield  
P.O. Box 8368  
840 Boonville Avenue  
Springfield, Missouri 65801-8368  
Phone: (417) 864-1000  
Fax: (417) 864-1912

Section 11.2. All billings to County shall be sent to the following:

Budget Officer  
Greene County Commission  
940 Boonville Avenue  
Springfield, Missouri 65802  
Phone: (417) 868-4117  
Fax: (417) 868-4818

Section 11.3. All billings to City shall be sent to the following:

Director of Finance  
City of Springfield  
P.O. Box 8368  
840 Boonville Avenue  
Springfield, Missouri 65801-8368  
Phone: (417) 864-1000  
Fax: (417) 864-1880

Section 11.4. All payments to City Utilities shall be sent to the following:

City Utilities of Springfield  
Attn: Cashiers  
P.O. Box 551  
301 E. Central  
Springfield, MO 65801-0551  
Phone: (417) 863-9000

## ARTICLE XII

### Dispute Resolution and Defaults

Section 12.1. Should a dispute or disagreement arise as to the interpretation of any of the terms or conditions of this AGREEMENT, or any Party's performance thereof, the aggrieved Party, as a condition precedent to any remedy under the terms of this AGREEMENT or general law, shall notify the other Parties in writing describing the dispute and proposed resolution with specificity. The Parties shall then meet at an agreed place and time, no more than fifteen (15) days after the delivery of notice of the dispute to attempt a resolution of the dispute. If the resolution of the dispute is not achieved within thirty (30) days of the notification, the Parties may resort to such other remedies as are available under the terms of this AGREEMENT.

Section 12.2. If any Party objects to the resolution of the dispute made in accordance with the provisions of Section 12.1, that Party may request the Board for non-binding mediation of the dispute. The Board shall select a mediator by unanimous vote. Costs of the mediation shall be borne equally by the Parties to the dispute. Any Party may withdraw from the mediation process at any time which time the dispute resolution procedure shall be deemed exhausted. If the dispute remains unresolved after mediation, it shall

then be submitted to the City Council, County Commission and Board of Public Utilities. Each body shall have one vote and the dispute shall be resolved by a two-thirds (2/3rds) majority. Their decision shall be final and binding on all Parties.

Section 12.3. If the County or the City shall default in any of their obligations herein contained, City Utilities, upon sixty (60) days' written notice to the defaulting Party, may suspend the services of the TRS. Such suspension shall not include enforcement by City Utilities of any other legal rights or remedies provided for in this AGREEMENT. No delay by any Party in enforcing any of its respective rights hereunder shall be deemed a waiver of such rights; nor shall a waiver by any Party of one of the other Party's defaults be deemed a waiver of any other or subsequent defaults. Except for nonpayment, compliance with the dispute resolution provisions of this section shall be a condition precedent to suspension of service or other enforcement action. If City Utilities should default in any way on its obligations herein contained, the County or the City may seek dispute resolution in accordance with the provisions of this article.

### ARTICLE XIII Authorization

Section 13.1. Each Party represents that it has the necessary corporate, legal, and regulatory authority to enter into this AGREEMENT and to perform each and every duty and obligation imposed therein. Each individual affixing a signature to this AGREEMENT represents and warrants that he or she has been duly authorized to execute this AGREEMENT on behalf of the Party he or she represents, and that by signing the AGREEMENT, a valid, binding and enforceable legal obligation of said Party has been created.

### ARTICLE XIV Additional Terms

Section 14.1. In the event this AGREEMENT is terminated by any Party in accordance with the terms of the AGREEMENT, then the terminating Party may request, in writing, for City Utilities to relinquish up to eight (8) frequencies subject to approval by the FCC. City Utilities may, if legally qualified, retain not less than eight (8) of the original 25 frequencies for its own use, if all other Participating Parties withdraw. The relinquished frequencies shall be chosen by the Board, provided that the relinquished frequencies shall include a block of not less than (5) consecutive frequencies in sequence suitable for law enforcement/public safety use. City Utilities may retain additional frequencies necessary for use by a non-terminating Party. City Utilities will cooperate in the relinquishment of FCC licenses and the Terminating Party's application for the frequencies.

Section 14.2. The County shall have the right, at its sole cost and expense, to install and locate antennae and all necessary radio transmission equipment (including buildings to house such equipment) on TRS tower sites to provide and enhance VHF communication services to the rural fire districts in the unincorporated areas of Greene County, Missouri for the duration of the initial term of this AGREEMENT, provided said antennae, equipment and buildings do not interfere with the operation of the TRS. Subject to the approval of the Board, the County, at its own expense, may install and house its radio transmission equipment in the TRS building at TRS tower sites. County shall be responsible for servicing and maintaining its antennae, radio transmission equipment, and buildings and shall have all liability arising from their construction, maintenance, and operation. City Utilities shall not charge any user fees or rental

to either the County or rural fire districts for the right to locate and utilize TRS tower sites for VHF communication antennae, radio transmission equipment, and buildings.

Section 14.3. The Parties recognize that the Board is a public governmental body subject to the Missouri Sunshine Law. All records created by the Board shall be provided to City Utilities and the City Utilities appointed custodian of records shall be the custodian of records for the Board.

Section 14.4. The Parties desire to enter into a Memorandum of Understanding with the State of Missouri Department of Public Safety to become Zone Four of the Missouri Statewide Interoperability Network (MOSWIN) to enhance interoperable radio communication infrastructure among public safety and critical infrastructure communities in order to enable efficient emergency response, allow for coordinated action, maximize resources and enhanced safety of critical law enforcement/public safety personnel and the public.

Once the negotiated Memorandum of Understanding is approved by the Board, the Parties agree that City Utilities will execute, administer and ensure performance of associated duties.

## ARTICLE XV Collocation of Facilities

Section 15.1. Greene County may collocate one 53 MHz antenna and repeater on the TRS radio tower located in Republic, Missouri. Greene County may also install such ancillary equipment on the TRS site as may be reasonably necessary for the operation of the antenna and repeater. Greene County may also install a remote receiver/transmitter and relay equipment on the County East Tower.

Section 15.2. The City may collocate one storm siren on the TRS radio tower located at Twin Oaks Substation. The City may also install such ancillary equipment on the TRS site as may be reasonably necessary for the operation of the storm siren.

Section 15.3. City Utilities may collocate SCADA installations on each of the following towers: 1) Springfield Center Tower; 2) Springfield South Tower; 3) County East Tower; 4) Republic Tower; and 5) Glidewell Tower. City Utilities may also install such ancillary equipment on the TRS sites as may be reasonably necessary for the operation of the SCADA installation.

Section 15.4. The City may collocate and install up to two wireless bridges on each of the following three towers: 1) Springfield Center Tower; 2) Springfield South Tower; and 3) Glidewell Tower. Such collocation is contingent upon City Utilities prior written approval of installation details, receipt of a satisfactory (to City Utilities in their sole discretion) loading analysis signed by a Professional Engineer licensed to practice in Missouri, acquisition of all required permits, City compliance with all applicable laws and regulations, and non-interference with prior installations.

Section 15.5. Before installing the facilities described above, Greene County and the City shall enter into a license agreement with City Utilities on mutually agreeable terms.

Section 15.6. In the event that (1) Federal Communications Commission regulations are changed so that the frequencies used by the TRS must be changed and (2) any of the facilities described in this Article XV interfere with TRS frequencies, then the Party whose facilities are causing such interference shall take such steps as are necessary to eliminate the interference or shall remove the facilities at its cost.

ARTICLE XVI  
Mobile Data/Automatic Vehicle Location equipment

Collocation of Parties' Antennas

Section 16.1. Each Party may collocate one receiving antenna and one transmitting antenna on a single TRS radio tower for the purpose of implementing or improving a mobile data system.

Section 16.2. A Party who desires to collocate an antenna on a TRS radio tower shall submit a written request to a City Utilities' appointed Board member at least 30 days before the TRS Board meeting at which the request will be considered. The request shall include detailed construction plans an intermodulation study. A City Utilities appointed Board member or designee will present the request to the Board along with his recommendations. Requests shall have priority for tower space in the order that they are received.

Section 16.3. Parties shall be given access to the tower site to attach, maintain, and operate their antennas. Parties shall not be allowed to install their equipment in the tower sited building, unless they contract with City Utilities. Parties shall not be allowed in the tower site building.

Section 16.4. Parties shall be responsible for providing their own power sources including, without limitation, backup power.

Section 16.5. Parties shall either accomplish communications back haul by radio or shall contract for back haul with City Utilities.

Section 16.6. Parties shall complete a radio interference test before placing the mobile data system into operation. The test must include a statement that the mobile data system does not interfere with the TRS or the systems of other tenants. The statement must be certified by a Professional Registered Engineer who is licensed to practice in the state of Missouri.

IN WITNESS WHEREOF, the Parties have caused this PARTICIPATION AGREEMENT to be executed for the uses and purposes set forth therein on the day and year first above written.

[Signatures are on the following page]

**City of Springfield, Missouri**

**City Utilities of Springfield, Missouri**

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
City Utilities General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

Approved:

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
City Utilities General Counsel

**Greene County, Missouri**

By \_\_\_\_\_  
Presiding Commissioner

By \_\_\_\_\_  
Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By \_\_\_\_\_  
Commissioner

By \_\_\_\_\_  
Greene County Clerk

Date: \_\_\_\_\_

Approved:

Approved:

By \_\_\_\_\_  
Greene County Auditor

By \_\_\_\_\_  
Greene County Counselor

# ex-2

## Summary of the Trunked Radio System Upgrade Project

### **Action items for Governing Bodies:**

- Give authority to enter into a new Participation Agreement for the 800 MHz Trunked Radio System with the City of Springfield and Greene County.
- Give authority to enter into an MOU with the Department of Public Safety to enhance local, regional and state-wide interoperable radio communications.
- Give City Utilities' General Manager authority to negotiate a trunked radio system upgrade installation agreement on the behalf of the participation partners through CU's normal procurement policy and procedures.

*Note: The procurement method will most likely be a sole source justification and negotiated directly with Motorola due to the following factors:*

- *The City of Springfield and Greene County's emergency responders find great benefits in an interoperable arrangement with the State.*
- *The State requires a core to core connection to fully utilize and justify an interoperable arrangement.*
- *Motorola is the only vendor that can provide the proven ability to meet this core to core requirement. Therefore, the Department of Public Safety requires a Motorola system for this arrangement.*
- *Springfield-Greene County 911 has a Computer Aided Dispatch (CAD) system that is structured around our current Motorola system that would be cost prohibitive to currently change to another provider/system. They have approximately \$10 million invested in this CAD. A change would also have significant operational risks and conversion costs for emergency responders that would have to be addressed.*

### **Purpose/Reason for the Upgrade:**

- System has been operational since 2002.
- An upgrade has been planned for and scheduled to take place between 2020 and 2022 for many years.
- Upgrade will replace the majority of our system infrastructure electronics and subscriber radios. Many of these components are reaching the end of their useful life.
- The new system will be all digital, IP based and compliant with the Association of Public-Safety Communications Officials (APCO) standards. This is referenced as Project 25 (P-25) Phase 1 Common Air Interface (CAI) standard.
- Project benefits include the following –
  - Life cycle extension of critical assets and system,
  - Improved disaster recovery capability,
  - Improved interoperability,
  - Improved pricing for radios and consoles utilized on the system,
  - Compliance with grant requirements, and
  - Enhanced features.
- **The TRS Management Board has unanimously approved moving forward with approving and implementing the above action items for their respective governing bodies and agencies.**

### **General Background Information:**

- Participation Agreement between CU, City of Springfield and Greene County was entered into on April 13, 2000.
- Trunked Radio System has been operational since July 2002.
- The current agreement terminates April 1, 2020.
- 800-megahertz (MHz) System that covers the entire Greene County.
- CU obtained and owns a total of twenty-five frequencies from the FCC.
- 18 Channels are being trunked.
- 7 tower sites (4 – 600' towers, 2 – 350' towers, and 1 – 340' tower)

- Republic site is a 600' guy tower structure.
- County East site is a 600' guy tower structure.
- Fair Grove site is a 600' guy tower structure.
- Ash Grove site is a 600' guy tower structure.
- Twin Oaks site is a 350' self-supporting structure.
- Center city site is a 350' self-supporting structure.
- Glidewell site is a 340' self-supporting structure (airport path so it had to be lower).
- A management board was established with two representatives from each entity, and their roles and responsibilities are defined within the Participation Agreement.
- Capital Reserve Fund was established with the goal of providing 50% of the upgrade costs.
- Each entity is responsible for 1/3 of Fixed Network Radio Equipment costs. The upgrade project will be funded at this ratio.
- Each entity is responsible for their own subscriber units (radios) and consoles.
- Upgrade project has been scheduled to take place between 2020 and 2022 for many years.
- CU, City of Springfield and Greene County own and operate the system; but several agencies are allowed to use the system for public safety. They would include:
  - Rural fire departments
  - City police departments
  - Federal agencies
  - Ambulance services

#### **Financial/Budget Items:**

- Current budget estimate for the upgrade is \$7,929,000. This includes a 10% contingency.
- Reserve account is currently estimated to fund 50% to 55% of the project.
- Goal is to have the installation contract executed in October 2019.
- Equipment is expected to be received April 2020 with final acceptance before January 1, 2020.
- Attached spreadsheets provide project schedule, funding sources by agency and forecasted annual expenditures post upgrade.
- Annual expenditure for all entities in 2000 were approximately \$1.4 million. Annual expenditures for all entities for 2018 were \$1,338,700. After the upgrade, it is currently estimated that annual funding requirements will be around \$1.4 million. Annual expenditures have remained flat over this 19-year period due to third party tower leases, reduction in headcount to match workload, and an outstanding commitment by the TRS area.

#### **MOSWIN MOU:**

- MOSWIN stands for Missouri Statewide Interoperability Network.
- It is owned and operated by the State of Missouri Department of Public Safety (DPS).
- They have approached the TRS Management Board to become Zone 4 of this statewide network.
- This would allow seamless interoperability between our system and the States' four zone-controlled areas.
- A significant enhancement for emergency response especially during a large-scale emergency/disaster-type event.
- There will be a trial period of three years.
- DPS will assume responsibility for the cost of providing and maintaining primary and redundant backhaul connectivity between the systems.
- This arrangement should not create any additional costs for CU, City of Springfield and Greene County.
- Zone 4 could grow and interconnect with other southwest Missouri areas such as Branson and Joplin.

ex3

Sources	Financing Plan			Spending to 7/22/2019	
	Total	Bond	Cash	Bond to Date	Cash to Date
Par Amount	64,470,000.00	64,470,000.00		64,470,000.00	
Premium	5,232,773.15	5,232,773.15		5,232,773.15	
Cash - From Sales Tax GR II	5,160,000.00		5,160,000.00		
Total Proceeds	74,862,773.15	69,702,773.15	5,160,000.00	69,702,773.15	-
Int less prchsd Accrd Int				289,484.90	
<b>Uses</b>					
GK Baum	499,642.50	499,642.50		499,642.50	
AT Fee	104,375.00	104,375.00		104,375.00	
AT OS Prep fee	41,750.00	41,750.00		41,750.00	
Title Policy and Search	55,158.50	55,158.50		55,158.50	
Moody's Rating Fee	36,000.00	36,000.00		36,000.00	
CUSIPs	650.00	650.00		650.00	
IPREO	4,014.25	4,014.25		4,014.25	
Trustee/Paying Agent	3,000.00	3,000.00		3,000.00	
Total cost of issuance	744,590.25	744,590.25	-	744,590.25	-
Hogan Building Demo	150,000.00		150,000.00		148,845.98
Wright's Auto	375,000.00		375,000.00		367,589.64
Build Operations Center	4,500,000.00	4,500,000.00		2,639,695.59	
Equip Operations Center	500,000.00		500,000.00		153,654.33
Bookstore/Gas Station	135,000.00		135,000.00		154,639.86
Demolition Building Ops	150,000.00		150,000.00		
General Campus Imp	200,000.00		200,000.00		
Build Jail Expansion	48,006,043.00	48,006,043.00		1,363,122.80	
Remodel Jail	11,400,000.00	11,400,000.00			
Equip Jail Expansion	3,650,000.00		3,650,000.00		80,824.39
Remodel Judicial Courts Facility	4,500,000.00	4,500,000.00		4,379.05	
Project Costs	73,566,043.00	68,406,043.00	5,160,000.00	4,007,197.44	905,554.20
Total Costs	74,310,633.25	69,150,633.25	5,160,000.00	4,751,787.69	905,554.20
Excess Bond - Contingency	552,139.90	552,139.90	0.00		
Account Balance				65,240,470.36	





OSU

# INSIDE SPRINGFIELD

## Demographic Profile

**SPRINGFIELD**  
MISSOURI

REGIONAL · ECONOMIC · PARTNERSHIP

[springfieldregion.com](http://springfieldregion.com)



## EXECUTIVE SUMMARY

### SPRINGFIELD MSA

Greene • Christian • Webster • Polk • Dallas counties in Southwest Missouri.

### NATIONAL RECOGNITION FOR SPRINGFIELD

- Top 5 Best Cities to Start a Business | WalletHub
- Top 10 Recovery Leaders | Business Facilities
- Top 20 Magnets for Young Adults | USA Today
- Top 30 Best Cities for Job Growth | New Geography
- Top 40 For Business and Careers | Forbes Magazine
- Top 100 Places to Live | Livability.com

### WELL-KNOWN COMPANIES

- 3M
- Bass Pro
- BKD, LLP
- Burlington Northern Santa Fe
- Dairy Farmers of America
- Expedia, Inc.
- Jack Henry & Associates
- JPMorgan Chase
- Kraft Foods
- O'Reilly Auto Parts
- Paul Mueller Company
- Springfield Remanufacturing Corp.
- T-Mobile

## POPULATION

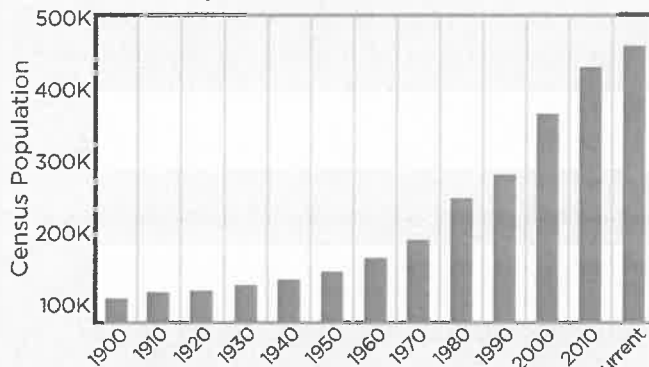
**462,369**

Current Springfield  
Metro Area Population

**5.9%**

Metro Area Annual  
Population Growth

### POPULATION | SPRINGFIELD MSA



[Source: USDC, Bureau of the Census]

**167,319**

Springfield  
City Limits

**1,044,712**

\*Springfield's  
Economic Area

**631,113**

\*\*Springfield Regional  
Economic Partnership

\* (Defined by the U.S. Dept. of Commerce, Bureau Of Economic Analysis includes: Missouri counties of Barry, Christian, Dade, Dallas, Dent, Douglas, Greene, Hickory, Howell, Laclede, Lawrence, Oregon, Ozark, Phelps, Polk, Pulaski, Shannon, Stone, Taney, Texas, Webster and Wright, and the Arkansas counties of Baxter, Boone, Carroll, Marion and Newton)

\*\* (10-county area includes: Barry, Christian, Dade, Dallas, Lawrence, Greene, Polk, Stone, Taney and Webster counties)



ENGINE REMANUFACTURING AT JOHN DEERE REMAN

## WORKFORCE

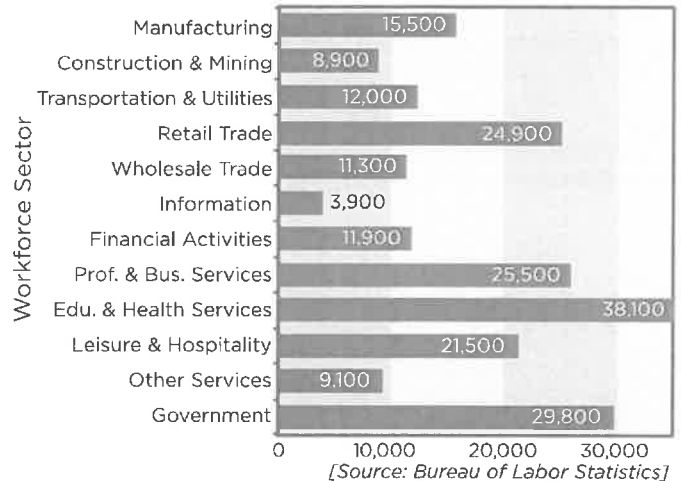
**232,491**

Current Springfield  
Metro Area Workforce

**2.3%**

Workforce Growth  
Rate Since 2010

### AVERAGE EMPLOYMENT SECTOR

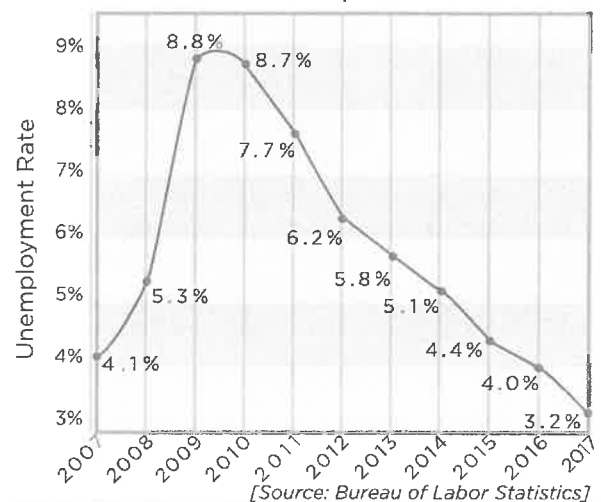


## EMPLOYMENT

**2.6%**

Current Unemployment Rate  
for Springfield Metro

### UNEMPLOYMENT RATE | SPRINGFIELD MSA





## MAJOR EMPLOYERS

### SPRINGFIELD METRO AREA EMPLOYMENT

LARGEST EMPLOYERS	# EMPLOYED
CoxHealth	11,669
Mercy Hospital Springfield	10,950
Walmart Inc.	5,372
Springfield Public School	4,100
State of Missouri	4,018
Bass Pro Shops   Tracker Marine	3,341
United States Government	3,005
Missouri State University	2,874
Jack Henry & Associates, Inc.	2,174
O'Reilly Auto Parts (HQ)	2,042
Citizens Memorial Healthcare	1,900
City of Springfield	1,655
Ozarks Technical Community College	1,554
EFCO (HQ)	1,550
SRC Holdings (HQ)	1,435
Chase Card Services	1,350
Prime, Inc. (HQ)	1,263
The Arc of the Ozarks	1,035
Lowe's (7 locations)	1,010
Kraft Heinz Company	996
TeleTech	963
Expedia, Inc.	950
City Utilities of Springfield	946
Burrell Behavioral Health (affiliate of CoxHealth)	943
Ozark R-VI School District	925
American National Property & Casualty Co.	910

1/4

Top 25 largest employers account for one-quarter of the total jobs in the Springfield metro area.

95%

Percentage of businesses that have fewer than 50 employees in the Springfield metro area.

## HEALTH CARE

HOSPITAL	BEDS
Mercy Hospital	866
Cox Medical Center South (CoxHealth)	810
Lakeland Behavioral Health System	100
Meyer Orthopedic & Rehabilitation Hospital	86
Cox North Hospital (CoxHealth)	75
Mercy Rehabilitation Hospital Springfield	60
Mercy Orthopedic Hospital Springfield	48
Select Specialty Hospital	44

Springfield's health care system offers every specialty listed by the American Medical Association.

The health care sector employs nearly 32,000 people and provides an annual economic impact of \$4.5 billion.



MISSOURI STATE UNIVERSITY

## COLLEGES & UNIVERSITIES

COLLEGES & UNIVERSITIES	NUMBERS
Springfield Metro Area Total	46,067
Missouri State University	24,390
Ozarks Technical Community College	11,130
Drury University	3,207
Southwest Baptist University - SBU	2,575
Evangel University	2,111
Cox College of Nursing & Health Sciences	904*
SBU - Springfield Campus (includes Mercy College of Nursing)	559
Columbia College	325
Midwest Technical Institute	313*
Bryan University	296*
Baptist Bible College	257

Source: Springfield Area Chamber of Commerce, 2018\*National Center for Education Statistics, fall 2017 enrollment

## SCHOOLS

12.0

Number of years of experience the average teacher has in SPS system

65%

Percentage of faculty that have a Master's Degree.

TYPE	SCHOOL	ENROLLED
Public Elementary	36	11,848
Public Middle School	10	5,885
Public High School	5	7,222
Private Schools	15	2,655



## INCOME & WAGE RATES

### IN THE SPRINGFIELD METRO AREA

**\$38,968**

Per Capita  
Income

**\$51,278**

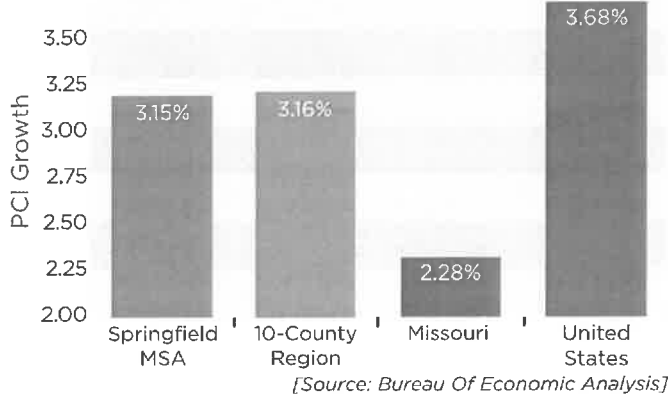
Average Wage  
Per Job

**\$64,627\***

Average  
Household Income

[Source: USDC, Bureau Of Economic Analysis, Bureau of the Census, 2017]  
[\*USDC, Bureau of the Census, American Community Survey, 2017]

### PER CAPITA INCOME GROWTH



Office & Clerical	National Springfield	
Executive Admin Assistant	\$28.56	\$22.58
General Office Clerk	\$16.30	\$13.70
Receptionist	\$14.25	\$11.43
Office Manager	\$28.14	\$26.00

Professional & Technical		
Accountant / Auditor	\$37.46	\$28.63
Computer Programmer	\$42.08	\$33.85
Mechanical Engineer	\$43.99	\$36.21
Marketing Manager	\$70.01	\$56.83
Human Resources Manager	\$59.38	\$52.56

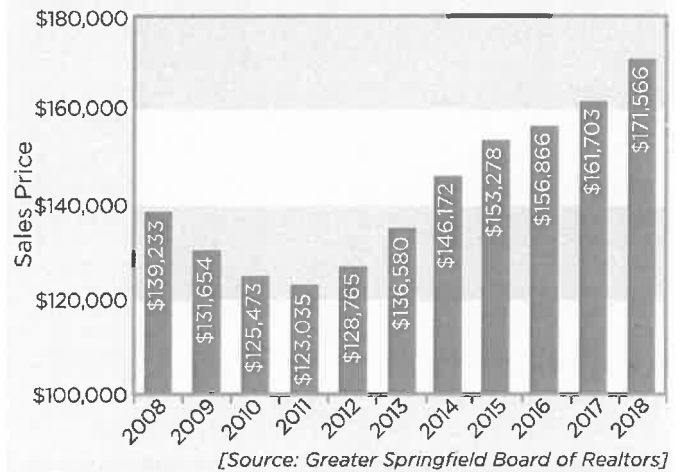
Manufacturing & Maintenance		
Maintenance & Repair Worker	\$19.37	\$16.29
Janitor	\$13.41	\$11.83
First Line Supervisor (Prod. & Oper.)	\$30.13	\$24.23
Tool / Die Maker	\$25.60	\$22.82
Sheet Metal Worker	\$25.05	\$18.46

Miscellaneous		
Welder	\$20.87	\$18.71
Truck Driver (Light/Delivery)	\$17.12	\$14.64
Mail Clerk	\$15.00	\$15.05
Training & Development Specialist	\$31.11	\$21.08
Customer Service Representative	\$17.14	\$15.46

[Source: Bureau Of Labor Statistics]

## HOUSING

### AVERAGE HOME SALES PRICE TRENDS



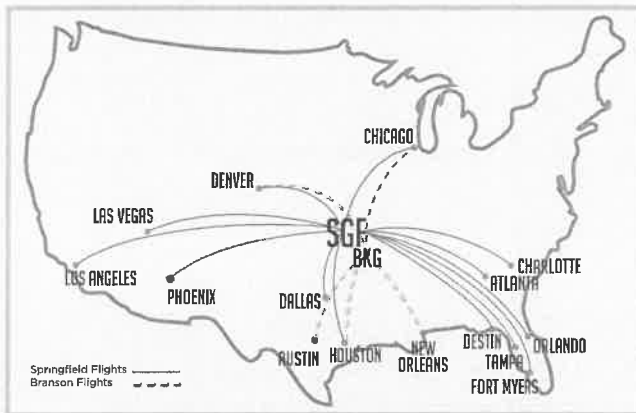
### FAIR MARKET RENTS COMPARISON





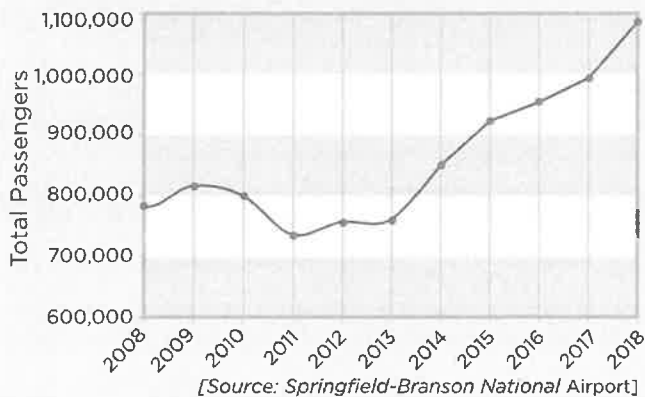
## AIRPORT

Airline	Connection	Flights Daily
American	Dallas/Ft. Worth	7
American	Chicago	4
American	Charlotte	2
United	Chicago	4
United	Denver	3
United	Houston	2
Delta	Atlanta	4
Allegiant	Orlando	4 weekly
Allegiant	Tampa	4 weekly
Allegiant	Phoenix	3 weekly
Allegiant	Destin	2 weekly
Allegiant	Ft. Myers	2 Weekly
Allegiant	Las Vegas	2 weekly
Allegiant	Los Angeles	2 weekly



- Runways are 7,003 ft. and 8,000 ft. in length. The airport offers general aviation (24 hrs.) and cargo services which include FedEx, UPS and Airborne Express as well as U.S. Customs office and a Foreign Trade Zone.
- Springfield offers direct flights to 6 of the 10 busiest airports in the country
- The Branson Airport (BKG) offers low-cost flights to Austin, Denver, Houston, and New Orleans.

### TOTAL PASSENGERS FOR SGF



## TRANSPORTATION



### DISTANCES TO SPRINGFIELD

City	Miles	Days/ Rail	City	Miles	Days/ Rail
Kansas City	174	1	Denver	780	1
St. Louis	220	1	Atlanta	845	1
Memphis	285	1	New York	1,196	1
Dallas	430	2	Boston	1,407	2
Chicago	515	3	Los Angeles	1,651	3
Detroit	754	4	Seattle	2,032	4

## UTILITIES & TELECOMMUNICATION

- Electric, water, and natural gas are provided through City Utilities of Springfield within the city limits and the general vicinity. [www.cityutilities.net](http://www.cityutilities.net)
- Sewer service is provided by the City of Springfield within the urban service area. [www.springfieldmo.gov](http://www.springfieldmo.gov)
- Electric service in the outlying areas is provided by Ozark Electric Cooperative, Southwest Electric Cooperative, Webster Electric Cooperative and White River Valley Electric Cooperative.
- AT&T is the primary provider of telecommunications infrastructure and services. Many other companies also provide similar services throughout the Springfield area.
- Fiber optic services are available within the city limits and in additional areas of increased development. High-speed internet, Sonet rings and redundant capabilities are also available in these areas.
- Numerous companies, including Verizon, Sprint and AT&T, have long distance points of presence (POP's) located in Springfield. Mostly POP's are situated within the downtown/center city area.
- Metro Ethernet fiber services are available to the business community from SpringNet, the broadband business division of City Utilities. It provides self-healing private networking and Internet access connectivity at speeds of up to 1 Gbps.

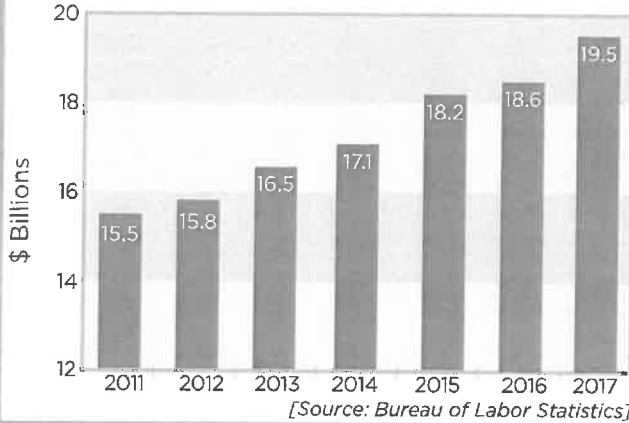


## ECONOMIC OUTPUT

**28%**

Springfield Gross Metro Product growth between 2010 and 2017.

### GROSS METRO PRODUCT | SPRINGFIELD MSA



## TAXES

### INCOME TAX

- Missouri Income Tax: Graduated rate; highest is \$315 plus 6% over \$9,000. Parts of the federal taxes paid are subtracted from the net income to determine the state taxable income.
- Missouri Corporate Income Tax: 6.25%; 50% of the federal taxes paid is subtracted from the net income to determine the net taxable income earned in Missouri.

### SALES TAX

**2.125%**

City of Springfield

**1.750%**

Greene County

**4.225%**

State of Missouri

**8.100%**

Total

### PROPERTY TAX

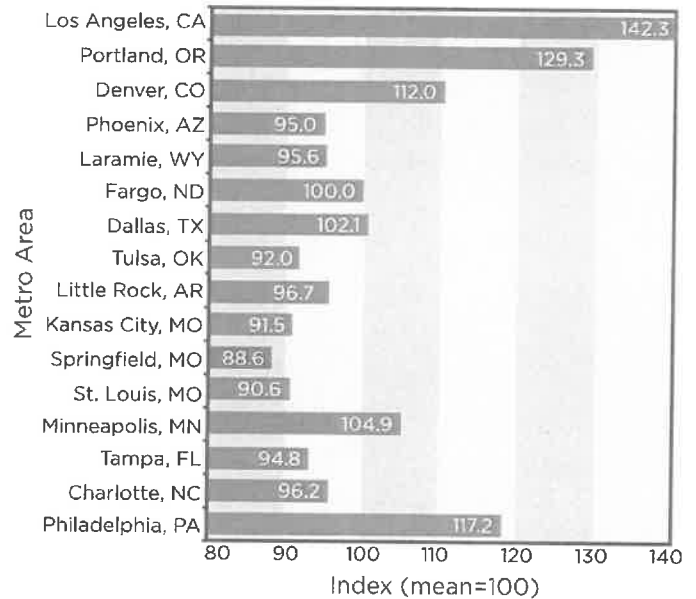
- Real Property Tax: \$5.4911 per \$100 of assessed value. (A \$1.04 surcharge is added to commercial property.) Property is assessed at the following percentages of their appraised value: commercial - 32%; residential - 19%; agricultural - 12%
- Personal Property Tax: \$5.4911 per \$100 of assessed value. Assessed valuation is one-third (33.3%).

Springfield R-12 School District	\$4.1058
City of Springfield	\$0.6218
Springfield-Greene County Library	\$0.2467
Ozarks Technical Community College	\$0.2023
Greene County	\$0.1218
Roads & Bridges	\$0.1218
Senior Services	\$0.0500
County Development Disability Programs	\$0.0473
State of Missouri	\$0.0300
Total	\$5.5475

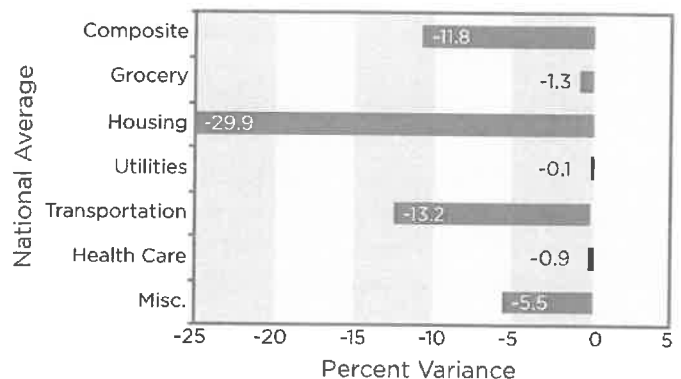


## COST OF LIVING

### COST OF LIVING INDEX COMPARISON



### COST OF LIVING CATEGORIES



[Source: Council for Community & Economic Research]



ex5  
Copy



OFFICE OF THE PURCHASING DIRECTOR  
933 N. ROBBERSON AVE., SPRINGFIELD, MO 65802

BOB DIXON  
PRESIDING COMMISSIONER

HAROLD BENGSCHE  
COMMISSIONER, 1<sup>st</sup> DISTRICT

JOHN C. RUSSELL  
COMMISSIONER, 2<sup>nd</sup> DISTRICT

### REQUEST FOR EMERGENCY PROCUREMENT

The county commission may waive the requirement of competitive bids or proposals for supplies when the county commission has determined that there exists a threat to life, property, public health, or public safety or when immediate expenditure is necessary for repairs to county property in order to protect against further loss of, or damage to, county property, to prevent or minimize serious disruption in county services or to ensure the integrity of county records. Emergency procurements shall be made with as much competition as is practicable under the circumstances.

A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract.

### UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT & BUDGET DEPARTMENT

**Requesting Office or Department** Sheriff

**Person Requesting** Sheriff Arnott

**Date Requested** 07/09/19

**Phone Number** 417-829-6284

The following is a list of questions that must be answered when making emergency procurement requests. This is a formal document for submission to the Commission for the requesting department.

1. Please describe the reason for the request of emergency procurement with respect to the threat to public health, welfare, or safety: **This is the only armored/protective vehicle available to the deputies and the SWAT team. We have several SWAT warrants scheduled that potentially require this emergency tool. We cannot predict emergency events that occur, requiring this protective tool.**



# REQUEST FOR EMERGENCY PROCUREMENT

2. Describe anticipated consequences of not procuring immediately: **Potential consequences are death or serious physical injury to a deputy, citizen, hostage or suspect**
3. Describe and attach any quotes received: **Fleet Pride has estimated the repair cost at \$5,579.47. The diesel turbo has failed and there is only one available in the U.S. at this time.**
4. Is this a one-time purchase?   **X**   Yes        No
5. If not, detail the anticipated future purchases with anticipated acquisition dates:
6. Was the expense included in your annual budget?        Yes   **X**   No  
If you checked no, how are you proposing the request be funded?  
Savings from Account: \_\_\_\_\_  
Or Contingency: \_\_\_\_\_

Vendor(s) Name	<b><u>Fleet Pride</u></b>
----------------	---------------------------

Vendor(s) Address **1225 ETrafficway, Springfield MO 65802**

Vendor(s) Phone 417-862-9233

Product Description	<u>Replacement of the Turbo</u>
<p>1. <b>Identify the Turbo Model:</b> Determine the specific turbocharger model installed in your vehicle. Consult the owner's manual or a reliable source for this information.</p> <p>2. <b>Source a Replacement:</b> Find a compatible replacement turbocharger. Consider reputable suppliers or dealerships to ensure quality and compatibility.</p> <p>3. <b>Prepare the Vehicle:</b> Disconnect the negative battery terminal to prevent electrical shorts. Safely support the engine using a jack and jack stands.</p> <p>4. <b>Remove the Old Turbo:</b> <ul style="list-style-type: none"> <li>Disconnect the intake and exhaust hoses from the turbocharger.</li> <li>Remove the mounting bolts or brackets securing the turbocharger to the engine.</li> <li>Carefully lift the old turbocharger away from the engine.</li> </ul> </p> <p>5. <b>Install the New Turbo:</b> <ul style="list-style-type: none"> <li>Position the new turbocharger in the engine compartment, ensuring proper alignment with the mounting points.</li> <li>Secure the turbocharger using the mounting bolts or brackets.</li> <li>Reconnect the intake and exhaust hoses to the new turbocharger.</li> </ul> </p> <p>6. <b>Final Checks:</b> <ul style="list-style-type: none"> <li>Double-check all connections and ensure the turbocharger is properly secured.</li> <li>Reconnect the negative battery terminal.</li> <li>Start the engine and listen for any unusual noises or vibrations.</li> </ul> </p>	

**Estimated Cost      \$5,576.47**

**Account Number: 241-31-502-53324 Maintenance – Sheriff Donated Units**

**Presiding Commissioner Approval:** \_\_\_\_\_

**Commissioner, 1<sup>st</sup> District Approval:** \_\_\_\_\_

**Commissioner, 2<sup>nd</sup> District Approval:** \_\_\_\_\_

**Auditor Approval:** \_\_\_\_\_

**Purchasing Department Approval:** \_\_\_\_\_

**PURCHASE ORDER/ REQUISITION NUMBER: 045327/32949**

(Assigned by Purchasing)/ (Assigned by Requestor)



1 XQ

# GREENE COUNTY PURCHASING



## REQUEST FOR EMERGENCY PROCUREMENT

The county commission may waive the requirement of competitive bids or proposals for supplies when the county commission has determined that there exists a threat to life, property, public health, or public safety or when immediate expenditure is necessary for repairs to county property in order to protect against further loss of, or damage to, county property, to prevent or minimize serious disruption in county services or to ensure the integrity of county records. Emergency procurements shall be made with as much competition as is practicable under the circumstances.

A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract.

### UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT

**Requesting Office or Department** Building Operations Department \_\_\_\_\_

**Person Requesting** \_\_ Franz Williams \_\_\_\_\_

**Date Requested** July 22, 2019 \_\_\_\_\_

**Phone Number** \_\_ (417)868-4033 \_\_\_\_\_

The following is a list of questions that must be answered when making emergency procurement requests. This is a formal document for submission to the Commission for the requesting department.

1. Please describe the reason for the request of emergency procurement with respect to the threat to public health, welfare, or safety: Jail Freezer compressor grounded out and quit working. We have to keep the food Frozen or it will go bad.



## REQUEST FOR EMERGENCY PROCUREMENT

2. Describe anticipated consequences of not procuring immediately: If we don't replace the compressor we could lose several thousand dollars in food.
3. Describe and attach any quotes received:
4. Is this a one-time purchase? ☒ Yes ☐ No
5. If not, detail the anticipated future purchases with anticipated acquisition dates:
6. Was the expense included in your annual budget? ☐ Yes ☒ No  
If you checked no, please contact the Budget Office to arrange a budget transfer.

Vendor(s) Name	<u>Johnstone Supply</u>
Vendor(s) Address	<u>501 N. Belcrest, Springfield, MO 65802</u>
Vendor(s) Phone	<u>(417) 862-6771</u>
Product Description	<u>Compressor scroll low temp</u>
Estimated Cost	<u>\$2813.91</u>
Account Number:	<u>101-13-442-54411</u>

**Presiding Commissioner Approval:** \_\_\_\_\_

**Commissioner, 1<sup>st</sup> District Approval:** \_\_\_\_\_

**Commissioner, 2<sup>nd</sup> District Approval:** \_\_\_\_\_

**Auditor Approval:** \_\_\_\_\_

**Purchasing Department Approval:** \_\_\_\_\_

**PURCHASE ORDER/ REQUISITION NUMBER:** \_\_\_\_\_

(Assigned by Purchasing)/ (Assigned by Requestor)



97

**Vehicle**

**Notes and explanations:** Recommend selling for parts or salvage. Unit was used for 3 years as lot security. Excessive idle time does not reflect in miles run. Has not been on road.

**Angie Crews**

**Date Treasurer Notified:**

**Commissioner, 2<sup>nd</sup> District Approval:**

~~Handwritten~~



Pursuant to Section 49.270 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.

GC ID#	Acquired Date	Cost	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#
0359700	08/07/05	16,554.00	244-31-202-56611	0.00	1000-1500	Past auction results	Highway	244-96-48196
Unit#	Mileage	Year	Make	Model	VIN#			
Old 099006	120,303	2005	Chevy	Impala	2G1WF52K959359700			
Disposal Restrictions								
Solicited other departments for need								
		Yes		No				
				X				
				X				

Presiding Commissioner Approval: \_\_\_\_\_  
Commissioner, 1<sup>st</sup> District Approval: \_\_\_\_\_  
Commissioner, 2<sup>nd</sup> District Approval: \_\_\_\_\_

oval: *Stella*  
oval: *Stella*  
oval: *Stella*

Date Auditor Notified: 07/22/19 Angle Crews

Date Treasurer Notified: \_\_\_\_\_

Date Treasurer Notifi. \_\_\_\_\_



Pursuant to Section 49.270 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.

	Acquired Date	Cost	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#
GC ID# 0142696	04/18/06	22,316.43	101-13-501-56611	0.00	500-1000	Past auction results	Public Admin	101-96-48193
Unit#  Old 044001	Mileage 143,293	Year 2006	Make Ford	Model Police Interceptor	VIN# 2FAHP71W06X142696			
				Disposal Restrictions Yes No				
				Solicited other departments for need				

Presiding Commissioner Approval: \_\_\_\_\_  
Commissioner, 1<sup>st</sup> District Approval: \_\_\_\_\_  
Commissioner, 2<sup>nd</sup> District Approval: \_\_\_\_\_

Date Auditor Notified: 07/22/19 Angle Crews

Date Treasurer Notified:

Date Treasurer Notified: \_\_\_\_\_




**VEHICLE  
GREENE COUNTY, MISSOURI  
SURPLUS PROPERTY SALE REQUEST**


Pursuant to Section 49.270 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.


**Vehicle**

GC ID#	Acquired Date	Cost	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#
0086413	05/21/08	24,814.00	201-63-581-56617	0.00	2500-3500	Kelley Blue Book & past results	Highway	201-96-48196
Unit#	Mileage	Year	Make	Model	VIN#			
Old 099113	193,559	2008	Ford	F250 4X4 Super Cab	1FTSX21508ED86413			
		Disposal Restrictions		Yes	No			
		Solicited other departments for need						
				X				
				X				
				X				

**Notes and explanations:**

Presiding Commissioner Approval:  Date Auditor Notified: 07/22/19 Angle Crews

Commissioner, 1<sup>st</sup> District Approval:  Date Treasurer Notified: \_\_\_\_\_

Commissioner, 2<sup>nd</sup> District Approval: 



**VEHICLE**  
**GREENE COUNTY, MISSOURI**  
**SURPLUS PROPERTY SALE REQUEST**

Pursuant to Section 49.270 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.

**Vehicle**

<b>GC ID#</b>	<b>Acquired Date</b>	<b>Cost</b>	<b>Acquired Funds</b>	<b>Book Value</b>	<b>Estimated Value</b>	<b>Source</b>	<b>Current Depart.</b>	<b>Apply revenue to acct#</b>
0402299	06/17/04	14,765.80	101-13-501-56611	0.00	800-1300	Past auction resultus	Juvenile	101-96-48193
<b>Unit#</b>	<b>Mileage</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>VIN#</b>			
Old 151501	139,036	2004	Chevy	Impala	2G1WF52E849402299			
	<b>Disposal Restrictions</b>	<b>Yes</b>	<b>No</b>					
	<b>Solicited other departments for need</b>							

**Notes and explanations:**

Presiding Commissioner Approval: \_\_\_\_\_  
 Commissioner, 1<sup>st</sup> District Approval: \_\_\_\_\_  
 Commissioner, 2<sup>nd</sup> District Approval: \_\_\_\_\_

*[Handwritten signatures]*

Date Auditor Notified: 07/22/19 Angle Crews  
 Date Treasurer Notified: \_\_\_\_\_



**VEHICLE  
GREENE COUNTY, MISSOURI  
SURPLUS PROPERTY SALE REQUEST**

Pursuant to Section 34.140 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.

Vehicle										
GC ID#	Acquired Date	Cost	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#		
0151461	12/09/09	21,331.45	244-31-202-56611	0.00	2,500.00	Kelley Blue Book	Training	244-96-48196		
Unit#	Mileage	Year	Make	Model	VIN#					
011031	161,995	2010	Dodge	Charger	2B3AA4CT3AH151461					
Disposal Restrictions				Yes	No					
Solicited other departments for need					X	X				
						X				



055

Pos #	Title	Emp #	Current Grade	Current Step	Current Hourly	New Grade	New Step	New Rate	At least a 7% incr (2 steps)
3404-001	SOCIAL SERVICE DEPUTY	91124	10	5	\$17.41	12	0	18.84	8.21%
3401-001	SENIOR ADMIN. DEPUTY	91424	11	3	\$18.24	13	0	20.33	11.46%
3404-002	SOCIAL SERVICE DEPUTY	91600	10	3	\$16.91	12	0	18.84	11.41%
3404-003	SOCIAL SERVICE DEPUTY	94180	10	0	\$16.17	12	0	18.84	16.51%
3404-005	SOCIAL SERVICE DEPUTY	94185	10	0	\$16.17	12	0	18.84	16.51%

Hire date for both 10/0 employees is 1/2/19 - no 7/1 step increase.

Original Remaining				Adjusted Remaining			
Salary	FICA	LAGERS	WC	Salary	FICA	LAGERS	WC
Emp #							
91124	\$18,378.00	\$1,405.92	\$1,176.19	\$19,887.50	\$1,521.39	\$1,272.80	\$70.64
91124	\$19,254.14	\$1,472.94	\$1,232.27	\$21,460.35	\$1,641.72	\$1,373.46	\$35.06
91424	\$17,850.20	\$1,365.54	\$1,142.41	\$19,887.50	\$1,521.39	\$1,272.80	\$70.64
91600	\$17,069.05	\$1,305.78	\$1,076.28	\$19,887.50	\$1,521.39	\$1,253.99	\$70.64
94180	\$17,069.05	\$1,305.78	\$1,076.28	\$19,887.50	\$1,521.39	\$1,253.99	\$70.64
94185	\$89,620.44	\$6,855.96	\$5,703.42	\$101,010.36	\$7,727.29	\$6,427.04	\$317.63
			\$102,461.22				\$115,482.33
				Cost increase:		\$13,021.10	



At least  
a 7% incr  
(2 steps)

Pos #	Title	Emp #	Current Grade	Current Step	Current Hourly	New Grade	New Step	New Rate
3404-001	SOCIAL SERVICE DEPUTY	91124	10	5	\$17.41	12	5	20.29
3401-001	SENIOR ADMIN. DEPUTY	91424	11	3	\$18.24	13	3	21.26
3404-002	SOCIAL SERVICE DEPUTY	91600	10	3	\$16.91	12	3	19.7
3404-003	SOCIAL SERVICE DEPUTY	94180	10	0	\$16.17	12	0	18.84
3404-005	SOCIAL SERVICE DEPUTY	94185	10	0	\$16.17	12	0	18.84

Hire date for both 10/0 employees is 1/2/19 - no 7/1 step increase.

Original Remaining			Adjusted Remaining		
Emp #	Salary	FICA	LAGERS	WC	WC
91124	\$18,378.00	\$1,405.92	\$1,176.19	\$65.28	\$21,418.12
91124	\$19,254.14	\$1,472.94	\$1,232.27	\$31.46	\$22,442.06
91424	\$17,850.20	\$1,365.54	\$1,142.41	\$63.40	\$20,795.32
91600	\$17,069.05	\$1,305.78	\$1,076.28	\$60.63	\$19,887.50
94180	\$17,069.05	\$1,305.78	\$1,076.28	\$60.63	\$19,887.50
94185	\$89,620.44	\$6,855.96	\$5,703.42	\$281.40	\$104,430.51
				<b>\$102,461.22</b>	

Cost increase: \$16,932.04

Additional Cost to Preserve Steps: \$3,910.94

**\$119,393.27**

