



OZARKS TRANSPORTATION ORGANIZATION
A METROPOLITAN PLANNING ORGANIZATION

BOARD OF DIRECTORS MEETING AGENDA

SEPTEMBER 25, 2025

OTO CONFERENCE ROOM, SUITE 101
2208 W. CHESTERFIELD BLVD., SPRINGFIELD



OZARKS TRANSPORTATION ORGANIZATION

A METROPOLITAN PLANNING ORGANIZATION

Board of Directors Meeting Agenda

September 25, 2025

12:00 – 1:30 p.m.

The Board of Directors will convene at the OTO offices.

The online public viewing of the meeting will be available on the OTO YouTube Page:

<https://www.youtube.com/@OzarksTransportation>

The full agenda will be made available on the OTO website: ozarkstransportation.org

Call to OrderNOON

I. Administration

A. Approval of Board of Directors Meeting Agenda

(2 minutes/Russell)

BOARD OF DIRECTORS ACTION REQUESTED TO APPROVE THE AGENDA

B. Public Comment Period for All Agenda ItemsTab 12

Individuals attending the meeting in person and requesting to speak are asked to fill out a public comment form prior to the meeting. Individuals and organizations have a combined 15 minutes which will be divided among those requesting to address the Board of Directors (not to exceed five minutes per individual). Individuals attending the meeting online and would like to comment must submit comments in writing by 5:00 p.m. on September 24, 2025, to comment@ozarkstransportation.org or at www.giveusyourinput.com. These comments will be provided to the Board prior to the meeting. Any public comment received since the last meeting will be included in the agenda packet under Tab 12.

C. Adoption of the Consent AgendaTab 1

(2 minutes/Russell)

1. July 17, 2025 Minutes
2. Financial Statements for FY2025 Budget Year
3. FY 2026-2029 TIP Administrative Modification 1
4. Annual Listing of Obligated Projects

BOARD OF DIRECTORS ACTION IS REQUESTED TO ADOPT THE CONSENT AGENDA

D. Executive Director's Report

(5 minutes/Longpine)

A review of staff activities since the last Board of Directors meeting will be given.

- E. MoDOT Update**
(5 minutes/MoDOT)
A MoDOT staff member will give an update of MoDOT activities.
- F. Legislative Reports**
(5 minutes/Russell)
Representatives from the OTO area legislative delegation will have an opportunity to give updates on current items of interest.
- G. Federal Funds Status UpdateTab 2**
(2 minutes/Thomas)
Staff will provide an update on FY 2025 obligations.

II. New Business

- A. Federal Fund Carryover LetterTab 3**
(5 minutes/Longpine)
Staff is proposing a letter to the Missouri and Highways Transportation Commission requesting changes to the federal funds carryover policy.

BOARD OF DIRECTORS ACTION IS REQUESTED TO APPROVE THE LETTER

- B. 2026 Legislative Priorities.....Tab 4**
(10 minutes/Longpine)
OTO Legislative Priorities for the 2026 Legislative Session are included for review and approval.

BOARD OF DIRECTORS ACTION IS REQUESTED TO ADOPT THE 2026 LEGISLATIVE PRIORITIES

- C. Amendment 1 to the FY 2026-2029 Transportation Improvement ProgramTab 5**
(5 minutes/Longpine)
Changes are requested to the FY 2026-2029 Transportation Improvement Program.

BOARD OF DIRECTORS ACTION IS REQUESTED TO APPROVE AMENDMENT 1 TO THE FY 2026-2029 TRANSPORTATION IMPROVEMENT PROGRAM

- D. FY2026 Operational Budget Amendment #2.....Tab 6**
(5 minutes/Parks)
Staff will present an Operational Budget Amendment for FY2026.

BOARD OF DIRECTORS ACTION IS REQUESTED TO APPROVE THE FY2026 OPERATIONAL BUDGET AMENDMENT NUMBER TWO

- E. Intergovernmental Cooperative Agreement – Ward Branch Project Management ..Tab 7**
(5 minutes/Parks)

Staff will present the Intergovernmental Cooperative Agreement.

BOARD OF DIRECTORS ACTION IS REQUESTED TO APPROVE THE EXECUTIVE DIRECTOR ENTER INTO AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH THE CITY OF SPRINGFIELD TO PROVIDE CONSTRUCTION PROJECT MANAGEMENT FOR THE WARD BRANCH GREENWAY TRAIL

- F. Construction Services Contract Ward Branch Greenway TrailTab 8**
(5 minutes/Parks)

Staff will present the Ward Branch Greenway contractor contract.

BOARD OF DIRECTORS ACTION IS REQUESTED TO APPROVE THE EXECUTIVE DIRECTOR TO ADVERTISE, BID, AWARD, AND EXECUTE A CONTRACT WITH A QUALIFIED CONTRACTOR UPON SUCCESSFUL EXECUTION OF AN ICA BETWEEN THE CITY OF SPRINGFIELD AND OTO. THE CONTRACTOR CONTRACT SHALL NOT EXCEED FIVE HUNDRED THOUSAND DOLLARS

- G. Memorandum of Agreement - Pembroke and 160 StudyTab 9**
(5 minutes/Parks)

Staff will present a memorandum of agreement for the Pembroke and 160 Study.

BOARD OF DIRECTORS ACTION IS REQUESTED TO AUTHORIZE THE EXECUTIVE DIRECTOR TO USE UP TO \$60,000 OF THE OTO TRANSPORTATION CONSULTANT BUDGET FOR THE ROUTE 160/PEMBROKE STUDY, WITH THE CITY OF NIXA PROVIDING THE LOCAL SHARE UP TO \$15,000 AND AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN THE INCLUDED MEMORANDUM OF AGREEMENT FOR PROJECT ADMINISTRATION. THE DRAFT MOA CURRENTLY PROVIDES FOR THE ESTIMATED \$50,000, BUT THE EXECUTIVE DIRECTOR COULD REVISE UP TO THE ALLOWED \$75,000

- H. Consultant Services Contract Route 160 & Pembroke Ave Ext Traffic StudyTab 10**
(5 minutes/Parks)

Staff will present the Pembroke and 160 Study consultant contract.

BOARD OF DIRECTORS ACTION IS REQUESTED TO APPROVE THE EXECUTIVE DIRECTOR ENTER INTO A CONTRACT WITH THE SELECTED CONSULTANT CRAWFORD, MURPHY, AND TILLY FOR UP TO FIFTY THOUSAND DOLLARS UPON SUCCESSFUL EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF NIXA AND OTO. THE BOARD ALSO APPROVES THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACT REVISIONS IF NEEDED UP TO SEVENTY-FIVE THOUSAND DOLLARS.

- I. **FTA 5310 Funding Awards.....Tab 11**
(5 minutes/Knaut)
OTO selected applicants for Federal Transit Administration vehicle funding.

BOARD OF DIRECTORS ACTION IS REQUESTED TO APPROVE AWARDING FTA 5310 FUNDING TO OATS AND VSL SPRINGFIELD ASSISTED LIVING LLC

- J. **Nominating Committee**
(5 minutes/Longpine)
The staff is seeking nominations to serve on the nominating committee to appoint or require OTO Officers and members of the Executive Committee for the calendar year of 2026.

BOARD OF DIRECTORS ACTION IS REQUESTED TO APPOINT A NOMINATING COMMITTEE

III. **Other Business**

- A. **Board of Directors Member Announcements**
(2 minutes/Board of Directors Members)
Members are encouraged to announce transportation events being scheduled that may be of interest to OTO Board of Directors members.
- B. **Transportation Issues for Board of Directors Member Review**
(2 minutes/Board of Directors Members)
Members are encouraged to raise transportation issues or concerns that they have for future agenda items or later in-depth discussion by the OTO Board of Directors.
- C. **Articles for Board of Directors Member InformationTab 13**
(Articles attached)

IV. **Adjourn Meeting**

A motion is requested to adjourn the meeting. Targeted for **1:30 p.m.**

The next Board of Directors regular meeting is scheduled for Thursday, November 20, 2025 at 12:00 p.m. in person.

Attachments

Si usted necesita la ayuda de un traductor, por favor comuníquese con David Knaut al (417) 865-3042, al menos 48 horas antes de la reunión.

Persons who require special accommodations under the Americans with Disabilities Act or persons who require interpreter services (free of charge) should contact David Knaut at (417) 865-3042 at least 24 hours ahead of the meeting.

If you need relay services, please call the following numbers: 711 - Nationwide relay service; 1-800-735-2966 - Missouri TTY service; 1-800-735-0135 - Missouri voice carry-over service.

OTO fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information or to obtain a Title VI Complaint Form, see www.ozarkstransportation.org/our-resources/civil-rights or call (417) 865-3042.

TAB 1

BOARD OF DIRECTORS AGENDA 09/25/2025; ITEM I.C.

Consent Agenda

**Ozarks Transportation Organization
(Springfield, MO Area MPO)**

AGENDA DESCRIPTION:

Items included on the Consent Agenda:

1. July 17, 2025 Minutes
2. Financial Statements for FY2025 Budget Year
3. FY 2026-2029 TIP Administrative Modification 1
4. Annual Listing of Obligated Projects

Any member may request removal of an item from the Consent Agenda at this time. Any item removed from the Consent Agenda will be considered at the end of the Agenda. Abstentions may be noted for any item on the Consent Agenda.

Adoption of the consent agenda will result in approval of all items included.

BOARD OF DIRECTORS ACTION REQUESTED:

A member of the Board of Directors is requested to make one of the following motions:

“Move to adopt the Consent Agenda.”

OR

“Move to adopt the Consent Agenda with the following changes...”

BOARD OF DIRECTORS AGENDA 09/25/2025; ITEM I.C.1.

July 17, 2025 Meeting Minutes

**Ozarks Transportation Organization
(Springfield, MO Area MPO)**

AGENDA DESCRIPTION:

Attached for Board member review are the minutes from the Board of Directors July 17, 2025 meeting. Please review these minutes prior to the meeting and note any changes that need to be made. The Chair will ask during the meeting if any member has any amendments to the attached minutes.

BOARD OF DIRECTORS ACTION REQUESTED:

A member of the Board of Directors is requested to make one of the following motions:

“Move to approve the Board of Directors July 17, 2025 meeting minutes”

OR

“Move to approve the Board of Directors July 17, 2025 meeting minutes with the following corrections...”

**OZARKS TRANSPORTATION ORGANIZATION
BOARD OF DIRECTORS MEETING MINUTES
JULY 17, 2025**

The Board of Directors of the Ozarks Transportation Organization met at its scheduled time of 12:00 p.m. in person.

The following members were present:

Steve Bach, Springfield Citizen-at-Large	Lynn Morris, Christian County
Greg Chapman, MoDOT (non-voting)	John Russell, Greene County (Chair)
Jerry Compton, Citizen-at-Large	Martha Smartt, City of Strafford (a)
Travis Cossey, City of Nixa (a)	Dan Smith, City of Springfield (a)
Eric Franklin, City of Republic	Kelly Turner, City Utilities
Marshall Kinne, Springfield Citizen-at-Large	Brian Weiler, Springfield-Branson Airport (a)
Derek Lee, City of Springfield	

(a) Denotes alternate given voting privileges as a substitute for voting member not present

The following members were not present:

Cecelie Cochran, FHWA (non-voting)	Rusty MacLachlan, Greene County
Mark Crabtree, City of Battlefield	Mark Schenkelberg, FAA (non-voting)
RJ Flores, Christian Co Citizen-at-Large	Wes Young, City of Willard (a)
Brandon Jenson, City of Springfield	
Eric Johnson, City of Ozark (a)	

Others Present: Representative Bill Owen; Mike Ussery, Senator Schmitt’s Office; Scott Bachman, City of Springfield; Bradley Jackson, Christian County; Frank Miller, MoDOT; Matt Miller, TOTH; Nicole Boyd, Sara Fields, David Knaut, and Natasha Longpine Ozarks Transportation Organization.

Chair Russell called the meeting to order at approximately 12:00 p.m.

I. Administration

A. Welcome

By-law Position	Member	Attendance
BOD Citizen-at-Large	Jerry Compton	Present
Christian County Citizen-at-Large	R.J. Flores	Absent
Christian County Elected Official	Lynn Morris	Present
City of Battlefield Elected Official	Mark Crabtree	Present
City of Nixa Elected Official	Travis Cossey (a)	Present
City of Ozark Elected Official	Eric Johnson (a)	Absent
City of Republic Elected Official	Eric Franklin	Present
City of Springfield Citizen-at-Large	Steve Bach	Present
City of Springfield Citizen-at-Large	Marshall Kinne	Present
City of Springfield Council Member	Dan Smith (a)	Present

City of Springfield Council Member	Brandon Jenson	Absent
City of Springfield Council Member	Derek Lee	Present
City of Strafford Elected Official	Martha Smartt (a)	Present
City of Willard Elected Official	Wes Young (a)	Absent
City Utilities Transit Representative	Kelly Turner	Present
Greene County Commissioner	Rusty MacLachlan	Absent
Greene County Commissioner	John Russell	Present
Springfield-Branson National Airport Board Member	Brian Weiler (a)	Present

A quorum was present.

B. Approval of Board of Directors Meeting Agenda

Brian Weiler made a motion to approve the July 17, 2025 agenda. Steve Bach seconded the motion. The motion passed.

C. Approval of May 15, 2025 Meeting Minutes

Travis Cossey made a motion to approve the May 15, 2025 meeting minutes. Martha Smartt seconded the motion. The motion passed.

D. Public Comment Period for All Agenda Items

The Chair advised there were public comments included in the packet and then asked for comments and questions.

E. Executive Director’s Report

Sara Fields provided an update of upcoming legislative activity, projects, and ongoing work at the OTO.

F. MoDOT Update

Greg Chapman provided the MoDOT update.

G. Legislative Reports

Mike Ussery with Senator Schmitt’s office and Representative Bill Owen provided the Legislative updates.

II. New Business

A. Federal Certification Review

Sara Fields reviewed the certification review and shared that OTO was certified by the USDOT on May 1, 2025.

This was informational only. No action was required.

B. FY 2026 Operational Budget Amendment One

Debbie Parks shared the Operational Budget Amendment One for FY 2026.

Derek Lee made a motion to approve the FY 2026 Operational Budget Amendment Number One. Marshall Kinne seconded the motion. The motion passed.

C. Resolution to Approve Line of Credit

Debbie Parks presented a Resolution authorizing the renewal of a line of credit.

Kelly Turner made a motion to approve the included resolution to allow the OTO to renew the business line of credit in the amount of \$350,000 as needed to cover budgeted expenses associated with multiple trail engineering services projects or other federally funded projects. Dan Smith seconded the motion. The motion passed.

D. Destination 2045 Amendment 9b – Removal of Proposed FF Extension

Sara Fields requested removal of the FF Extension from Farm Road 194 to Route 14 from the Major Thoroughfare Plan, as a result of the updated travel demand model. This would also include the removal of the Guin Road and Tracker Extensions that would have provided connectivity to the FF Extension.

Jerry Compton made a motion to approve Amendment 9b to *Destination 2045*. Derek Lee seconded the motion. The motion passed.

E. Destination 2045 Amendment 10

Natasha Longpine reviewed the updated projects in the draft FY 2026-2026 Transportation Improvement Program.

- A101 – Nicholas and Tracker Intersection Improvements in Christian County (New)
- A103 – North 21st and 22nd Intersection and Roadway Improvements in Ozark (New)
- A103 – Weaver Road Improvements between FF and Cloverdale (New)
- A104 – Hughes Road Improvements (New)
- 83 – Hughes Road Extension (moved from the Unconstrained List)
- 207 – FF and Weaver Road Intersection (moved from the Unconstrained List)

Marshall Kinne made a motion to approve Amendment 10 to *Destination 2045*. Brian Weiler seconded the motion. The motion passed.

F. Federal Functional Classification Change Request

David Knaut highlighted the federal functional classification change requests.

City of Ozark

- **Roadway Name** – N 22nd St / N 21st St / Longview Rd / N 20th St
- **Current Functional Classification** – Local
- **Requested Functional Classification** – Major Collector
- **Major Thoroughfare Plan** – Secondary Arterial

City of Strafford

- **Roadway Name** – S Madison Ave / N Farm Road 231 / E Farm Rd 112
- **Current Functional Classification** – Minor Collector / Local
- **Requested Functional Classification** – Major Collector
- **Major Thoroughfare Plan** – Collector

City of Willard

- **Roadway Name** – Hughes Road from Miller Road to Highway 160
- **Current Functional Classification** – Local
- **Requested Functional Classification** – Major Collector
- **Major Thoroughfare Plan** – Collector/Future Collector

Martha Smartt made a motion to approve the functional classification change requests. Jerry Compton seconded the motion. The motion passed.

G. Trail and Sidewalk Funding Recommendation

David Knaut presented the eight trail and sidewalk projects recommended for TAP/CRP funding.

- Ozark Greenways – Construction – South Creek Greenway Trail – Posenke Gap
- City of Springfield – Construction – Ward Brach Greenway Trail – National to Fremont
- Ozark Greenways – Engineering/Design – Wilson’s Creek/Republic Rd Trail
- City of Ozark – Construction – Finley River Trail Extension
- City of Springfield – Construction – Grand St. Trail – Phase 1
- City of Ozark – Construction – Chadwick Flyer Jackson Street Connector
- City of Ozark – Construction – Finley River Trail Western Extension
- City of Republic – Engineering/Design – Engineering Connections: The Hines Street Pedestrian Project

Derek Lee made a motion to approve TAP/CRP funding for eight recommended sidewalk and trail projects. Steve Bach seconded the motion. The motion passed.

H. FY 2025-2028 Administrative Modification 5

Natasha Longpine shared the changes made to the FY 2025-2028 Transportation Improvement Program.

- South Creek Greenway – Posenke (EN2415): Increased funding to match actual costs for a new programmed amount of \$194,961.
- Fasnigh Trail from Skate Park to Fort (EN2418): Decreased funding to match actual costs for a new total programmed amount of \$179,315.
- Wilson’s Creek Trail and Phase 2 FF Pedestrian Improvements (EN2501): Decreased funding to match actual costs and changed from Local-AC to TAP funding, for a new total programmed amount of \$204,599.

This was informational only. No action was required.

I. FY 2026-2029 Transportation Improvement Program

Natasha Longpine presented the draft FY 2026-2029 Transportation Improvement Program (TIP).

Derek Lee made a motion to approve the FY 2026-2029 Transportation Improvement Program. Marshall Kinne seconded the motion. The motion passed.

J. Planning Process and Financial Capacity Certifications

Natasha Longpine shared the requirements to certify for compliance with the planning process and financial capacity with FHWA and FTA.

Kelly Turner made a motion to certify the Ozarks Transportation Organization’s compliance with the metropolitan planning process and to certify the financial capacity of City Utilities. Dan Smith seconded the motion. The motion passed.

K. 2027-2031 Draft STIP Project Prioritization Criteria

Sara Fields reviewed the criteria used for prioritizing projects ahead of the 2027-2031 STIP project selection.

Eric Johnson made a motion to approve the STIP project prioritization criteria as presented. Dan Smith seconded the motion. The motion passed.

L. FY 2027-2031 Draft STIP Prioritization Project List

Sara Fields asked the Board of Directors to review the FY 2027-2031 Draft STIP Prioritization Project List.

This was informational only. No action was required.

III. Other Business

A. Board of Directors Member Announcements

There were no member announcements.

B. Transportation Issues for Board of Directors Member Review

There were no transportation issues for member review.

C. Articles for Board of Directors Member Information

Chair Russell noted there were articles of interest included in the packet for the members to review.

IV. Adjourn meeting

Derek Lee made a motion to adjourn the meeting. Brian Weiler seconded the motion. The motion passed.

The meeting was adjourned at 1:10 p.m.

John Russell
OTO Chair

BOARD OF DIRECTORS AGENDA 09/25/2025; ITEM I.C.2.

Financial Statements for the FY2025 Budget Year

Ozarks Transportation Organization (Springfield, MO Area MPO)

AGENDA DESCRIPTION:

Included for consideration are the financial statements for the FY2025 Budget Year. This period includes July 1, 2024, through June 30, 2025. The agenda packet is divided into several budget financial statements: OTO Combined Financial Statements, Operations, UPWP, Carbon Reduction Program (CRP) Trail Projects, and Safe Streets and Roads for All (SS4A) Financial Statements.

Section One – Combined Financial Statements

- Statement of Financial Position
 - The Current Assets were \$695,973 on June 30, 2025. The current assets include Revenue Receivables in the amount of \$96,555.
- The Operating Fund Balance Report shows the OTO had a fund balance of \$619,320 at the end of June. This balance is within the 6-month range set for expenses. The report shows the available bank balances as of June 30, 2025.
- Statement of Financial Income and Expense
This report shows all income and revenue for all sources broken out by project type. The total OTO revenue from all sources was \$1,864,460. The total OTO expenditures for all projects and operations were \$1,774,310.

Section Two – Operations Financial Statements

- Profit and Loss Statement
During this period, revenue exceeded expenses in the amount of \$7,850 during the fiscal year.
- Budget vs. Actual
The OTO budgeted expenses in the amount of \$1,473,121 for the budget year. Actual expenses at the end of FY2025 are \$1,210,262. This is 82.2% of budgeted expenses.

Section Three – OTO UPWP Financial Statements

- UPWP Profit and Loss Statement, Budget vs. Actual
The UPWP Financial statements include the amount of in-kind and MoDOT direct cost the OTO is utilizing as budgeted in the UPWP Budget. The in-kind and MoDOT direct-cost revenue and expense are shown in the UPWP financial statements. The OTO UPWP expenses are 79.7% of the budgeted \$1,524,871. The UPWP expense reports exclude OTO operational expenses that are not eligible for federal reimbursement.

The OTO utilized \$50,046.73 of in-Kind match income during FY2025. Staff would like to thank all member jurisdictions and MoDOT for helping to achieve the in-kind match.

- *Unified Planning Work Program Progress Report – FY2025*
This is the report that outlines the tasks and budget percentage completed in comparison to the OTO’s Unified Planning Work Program (the OTO’s grant budget).

Section Four – Carbon Reduction Program (CRP) Multi Trail Projects

- *Profit and Loss Statement*
During this period, revenue exceeded expenses in the amount of \$64,782.88. The \$64,782.88 includes the local match that was received in FY2025 for the project with project invoicing to be completed in FY2026.
- *Budget vs. Actual*
The OTO budgeted expenses in the amount of \$623,319 for the budget year. Actual expenses of \$365,616 are 58.7% of budget at the end of FY2025. This is a multiyear project with an overlap in invoices. Projects will be closed out in FY2026.

Section Five – Safe Streets and Roads for All (SS4A) Project

- *Profit and Loss Statement*
During this period, revenues exceeded expenses in the amount of \$26,731.21. The OTO did not collect the SS4A Local Match until FY2025.
- *Budget vs. Actual*
The OTO budgeted expenses in the amount of \$147,227 for the budget year. Actual expenses at the end of FY2025 are \$140,296. The project began in FY2024 and was completed in FY2025.

Carbon Reduction Program (CRP) EV Charging Projects

The OTO had also budgeted \$664,793 for Electric Vehicle (EV) Charging Projects. The OTO did not proceed with the EV Charging Projects due to the changing federal grants environment and uncertainty of EV infrastructure funding.

BOARD OF DIRECTORS ACTION REQUESTED:

A member of the Board of Directors is requested to make one of the following motions:

“Move to accept the Financial Statements for the FY2025 Budget Year.”

OR

“Move to return to staff the Financial Statements for the FY2025 Budget Year in order to...”



Ozarks Transportation
Organization

FINANCIAL REPORT



FY2025 Year End Financial Statements

Prepared by

Debbie Parks, Finance Officer/Grants Administrator
Eric Johnson, OTO Treasurer

www.ozarkstransportation.org



OTO COMBINED FINANCIAL FINANCIAL STATEMENTS

OTO Combined Financial Statements
Includes Statement of Financial Position,
Fund Balance Report, and Statement of
Financial Income and Expense covering all
revenue and operating and project
expense.



Ozarks Transportation Organization
Statement of Financial Position
As of June 30, 2025

	<u>Jun 30, 25</u>	<u>Jun 30, 24</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
Arvest Bank Operational Checkin	297,682.65	282,166.37	15,516.28	5.5%
Arvest Bank Special Projects	67,699.93	16,176.40	51,523.53	318.5%
Arvest COD 378366	104,563.92	101,198.64	3,365.28	3.3%
Arvest COD 378368	104,563.92	101,198.64	3,365.28	3.3%
Total Checking/Savings	574,510.42	500,740.05	73,770.37	14.7%
Accounts Receivable	96,555.17	96,525.70	29.47	0.0%
Other Current Assets	24,907.63	20,111.33	4,796.30	23.9%
Total Current Assets	695,973.22	617,377.08	78,596.14	12.7%
TOTAL ASSETS	<u>695,973.22</u>	<u>617,377.08</u>	<u>78,596.14</u>	<u>12.7%</u>
LIABILITIES & EQUITY				
Liabilities	9,536.89	21,091.30	-11,554.41	-54.8%
Equity	686,436.33	596,285.78	90,150.55	15.1%
TOTAL LIABILITIES & EQUITY	<u>695,973.22</u>	<u>617,377.08</u>	<u>78,596.14</u>	<u>12.7%</u>

**Ozarks Transportation Organization
Operating Fund Balance Report
FY 2025**

Monthly Ending Balance

Date	Arvest Operational	Arvest Special Projects	Arvest CD #1	Arvest CD #2	Total Balance
7/31/2024	\$443,287.52	\$16,174.12	\$101,449.46	\$101,499.46	\$662,410.56
8/31/2024	\$364,227.05	\$16,171.83	\$101,801.18	\$101,801.18	\$584,001.24
9/30/2024	\$372,990.57	\$16,168.38	\$102,103.79	\$102,103.79	\$593,366.53
10/31/2024	\$429,249.73	\$16,166.07	\$102,407.31	\$102,407.31	\$650,230.42
11/30/2024	\$312,997.48	\$14,611.83	\$102,690.85	\$102,690.85	\$532,991.01
12/31/2024	\$371,284.32	\$72,494.21	\$102,974.30	\$102,974.30	\$649,727.13
1/31/2025	\$412,221.65	\$53,767.95	\$103,237.55	\$103,237.55	\$672,464.70
2/28/2025	\$377,859.08	\$109,233.08	\$103,501.47	\$103,501.47	\$694,095.10
3/31/2025	\$408,365.73	\$35,518.42	\$103,766.07	\$103,766.07	\$651,416.29
4/30/2025	\$328,308.93	\$26,538.35	\$104,031.34	\$104,031.34	\$562,909.96
5/31/2025	\$259,913.08	\$42,438.24	\$104,297.29	\$104,297.29	\$510,945.90
6/30/2025	\$311,620.92	\$98,571.33	\$104,563.92	\$104,563.92	\$619,320.09

Balance After Liabilities

OPERATIONAL FUND		SPECIAL PROJECTS FUND		INVESTMENTS	
Arvest Operational Bank Balances 6/30/2025	\$311,620.92	Arvest Special Project Balances 6/30/2025	\$98,571.33	Arvest Certificate of Deposit Balances 6/30/2025	\$209,127.84
Outstanding Checking Withdrawals	(\$13,938.27)	Outstanding Checking Withdrawals	(\$30,871.40)	Outstanding Checking Withdrawals	\$0.00
Other Outstanding Liabilities	\$0.00	Other Outstanding Liabilities	\$0.00	Other Outstanding Liabilities	\$0.00
Total Equity 6/30/2025	\$297,682.65	Total Equity 6/30/2025	\$67,699.93	Total Equity 6/30/2025	\$209,127.84

Operational Fund Balance: \$619,320.09

Operational Fund Balance Target: \$370,949.25 (3 months) - \$741,898.50 (6 months)

Ozarks Transportation Organization
Statement of Financial Income and Expense
July 2024 through June 2025

	<u>100 OTO Operations</u>	<u>200 UPWP</u>	<u>610 CRP Trail Projects</u>	<u>650 SS4A</u>	<u>TOTAL</u>
Ordinary Income/Expense					
Income					
Other Types of Income					
In-Kind Match	\$ -	\$ 48,920.56	\$ -	\$ -	\$ 48,920.56
Interest Revenue	\$ 14,721.99	\$ -	\$ -	\$ -	\$ 14,721.99
Miscellaneous Revenue	\$ 195.00	\$ -	\$ -	\$ -	\$ 195.00
Total Other Types of Income	\$ 14,916.99	\$ 48,920.56	\$ -	\$ -	\$ 63,837.55
OTO Revenue					
Carbon Reduction Program Funds	\$ -	\$ -	\$ 292,493.35	\$ -	\$ 292,493.35
Consolidated Planning Grant CPG	\$ 837,808.73	\$ -	\$ -	\$ -	\$ 837,808.73
CRP Trail Projects Local Match	\$ -	\$ -	\$ 137,906.26	\$ -	\$ 137,906.26
Local Jdx Dues/Project Fees	\$ 200,112.07	\$ -	\$ -	\$ -	\$ 200,112.07
Safe Streets for All FHWA Grant	\$ -	\$ -	\$ -	\$ 112,237.18	\$ 112,237.18
Safe Streets for All Match	\$ -	\$ -	\$ -	\$ 54,790.56	\$ 54,790.56
Surface Trans Block Grant	\$ 165,275.14	\$ -	\$ -	\$ -	\$ 165,275.14
Total OTO Revenue	\$ 1,203,195.94	\$ -	\$ 430,399.61	\$ 167,027.74	\$ 1,800,623.29
Total Income	\$ 1,218,112.93	\$ 48,920.56	\$ 430,399.61	\$ 167,027.74	\$ 1,864,460.84
Gross Profit	\$ 1,218,112.93	\$ 48,920.56	\$ 430,399.61	\$ 167,027.74	\$ 1,864,460.84
Expense					
Building					
Building Lease	\$ 51,768.34	\$ -	\$ -	\$ -	\$ 51,768.34
Common Area Main Exp	\$ 18,578.18	\$ -	\$ -	\$ -	\$ 18,578.18
Maintenance	\$ 657.27	\$ -	\$ -	\$ -	\$ 657.27
Office Cleaning	\$ 8,800.00	\$ -	\$ -	\$ -	\$ 8,800.00
Utilities	\$ 3,290.31	\$ -	\$ -	\$ -	\$ 3,290.31
Total Building	\$ 83,094.10	\$ -	\$ -	\$ -	\$ 83,094.10
Commodities					
Office Supplies/Furniture	\$ 4,354.80	\$ -	\$ -	\$ -	\$ 4,354.80
OTO Media/Advertising	\$ 5,250.00	\$ -	\$ -	\$ -	\$ 5,250.00
OTO Promotional Items	\$ 4,432.78	\$ -	\$ -	\$ -	\$ 4,432.78
Public Input Promotional Items	\$ 470.73	\$ -	\$ -	\$ 241.41	\$ 712.14
Public Involvement Advertising	\$ -	\$ -	\$ -	\$ 270.00	\$ 270.00
Publications	\$ 562.87	\$ -	\$ -	\$ -	\$ 562.87
Total Commodities	\$ 15,071.18	\$ -	\$ -	\$ 511.41	\$ 15,582.59
In-Kind Match Expense					
Direct Cost - MoDOT Salaries	\$ -	\$ 35,357.02	\$ -	\$ -	\$ 35,357.02
Member Attendance at Meetings	\$ -	\$ 13,563.54	\$ -	\$ -	\$ 13,563.54
Total In-Kind Match Expense	\$ -	\$ 48,920.56	\$ -	\$ -	\$ 48,920.56
Information Technology					
Computer Upgrades/Equip Replace	\$ 4,976.80	\$ -	\$ -	\$ -	\$ 4,976.80
GIS Licenses	\$ 6,212.00	\$ -	\$ -	\$ -	\$ 6,212.00
IT Maintenance Contract	\$ 13,977.04	\$ -	\$ -	\$ -	\$ 13,977.04
Software	\$ 4,479.92	\$ -	\$ -	\$ -	\$ 4,479.92
Webhosting	\$ 2,100.88	\$ -	\$ -	\$ -	\$ 2,100.88
Total Information Technology	\$ 31,746.64	\$ -	\$ -	\$ -	\$ 31,746.64
Insurance					
Directors & Officers	\$ 5,695.00	\$ -	\$ -	\$ -	\$ 5,695.00
Errors & Omissions	\$ -	\$ -	\$ -	\$ -	\$ -
General Liability/Property	\$ 4,744.00	\$ -	\$ -	\$ -	\$ 4,744.00
Network Defender	\$ 1,379.00	\$ -	\$ -	\$ -	\$ 1,379.00
Workers Compensation	\$ 1,916.00	\$ -	\$ -	\$ -	\$ 1,916.00
Total Insurance	\$ 13,734.00	\$ -	\$ -	\$ -	\$ 13,734.00

Ozarks Transportation Organization
Statement of Financial Income and Expense
July 2024 through June 2025

Operating						
Bank Fees	\$ 502.47	\$ -	\$ -	\$ -	\$ 502.47	
Dues/Memberships	\$ 9,654.32	\$ -	\$ -	\$ -	\$ 9,654.32	
Education/Training/Travel	\$ 20,479.04	\$ -	\$ -	\$ -	\$ 40,958.08	
Legal/Bid Notices	\$ 608.85	\$ -	\$ -	\$ -	\$ 608.85	
Meeting Expense	\$ 6,993.95	\$ -	\$ -	\$ -	\$ 6,993.95	
Postage/Postal Services	\$ 538.82	\$ -	\$ -	\$ -	\$ 538.82	
Printing/Mapping Services	\$ 1,063.45	\$ -	\$ -	\$ 499.04	\$ 1,562.49	
Public Input Event Registration	\$ 15.50	\$ -	\$ -	\$ -	\$ 15.50	
Staff Mileage Reimbursement	\$ 5,727.78	\$ -	\$ -	\$ -	\$ 5,727.78	
Telephone/Internet	\$ 7,042.72	\$ -	\$ -	\$ -	\$ 7,042.72	
Total Operating	\$ 52,626.90	\$ -	\$ -	\$ 499.04	\$ 53,125.94	
Personnel						
Mobile Data Plans	\$ 2,366.71	\$ -	\$ -	\$ -	\$ 2,366.71	
Payroll Services	\$ 3,359.38	\$ -	\$ -	\$ -	\$ 3,359.38	
Professional Services (Acct, HR)	\$ 33,982.50	\$ -	\$ -	\$ -	\$ 33,982.50	
Salaries and Fringe	\$ 906,610.33	\$ -	\$ -	\$ 25,204.83	\$ 931,815.16	
Total Personnel	\$ 946,318.92	\$ -	\$ -	\$ 25,204.83	\$ 971,523.75	
Services						
Aerial Photography	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00	
Data Acquisition	\$ 1,085.01	\$ -	\$ -	\$ -	\$ 1,085.01	
Legislative Education	\$ 4,129.72	\$ -	\$ -	\$ -	\$ 4,129.72	
TIP Tool Maintenance	\$ 20,770.00	\$ -	\$ -	\$ -	\$ 20,770.00	
Trans Consulting Services	\$ 25,900.00	\$ -	\$ 365,616.73	\$ 114,081.25	\$ 505,597.98	
Travel Demand Model Update	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Services	\$ 76,884.73	\$ -	\$ 365,616.73	\$ 114,081.25	\$ 556,582.71	
Total Expense	\$ 1,219,476.47	\$ 48,920.56	\$ 365,616.73	\$ 140,296.53	\$ 1,774,310.29	
Net Ordinary Income	\$ (1,363.54)	\$ -	\$ 64,782.88	\$ 26,731.21	\$ 90,150.55	
Net Income	\$ (1,363.54)	\$ -	\$ 64,782.88	\$ 26,731.21	\$ 90,150.55	



OPERATIONAL FINANCIAL REPORTS

Excludes the special project grant budgets and in-kind



Ozarks Transportation Organization
Operational Profit & Loss
July 2024 through June 2025

	Jul '24 - Jun 25
Ordinary Income/Expense	
Income	
Other Types of Income	
Interest Revenue	14,721.99
Miscellaneous Revenue	195.00
Total Other Types of Income	14,916.99
OTO Revenue	
Consolidated Planning Grant CPG	837,808.73
Local Jdx Dues/Project Fees	200,112.07
Surface Trans Block Grant	165,275.14
Total OTO Revenue	1,203,195.94
Total Income	1,218,112.93
Gross Profit	1,218,112.93
Expense	
Building	
Building Lease	51,768.34
Common Area Main Exp	18,578.18
Maintenance	543.27
Office Cleaning	8,800.00
Utilities	3,290.31
Total Building	82,980.10
Commodities	
Office Supplies/Furniture	4,354.80
OTO Media/Advertising	5,250.00
OTO Promotional Items	4,432.78
Public Input Promotional Items	470.73
Publications	562.87
Total Commodities	15,071.18
Information Technology	
Computer Upgrades/Equip Replace	4,976.80
GIS Licenses	6,212.00
IT Maintenance Contract	13,977.04
Software	4,479.92
Webhosting	2,100.88
Total Information Technology	31,746.64
Insurance	
Directors & Officers	5,695.00
General Liability/Property	4,744.00
Network Defender	1,379.00
Workers Compensation	1,916.00
Total Insurance	13,734.00
Operating	
Bank Fees	502.47
Dues/Memberships	9,654.32
Education/Training/Travel	20,479.04

	<u>Jul '24 - Jun 25</u>
Legal/Bid Notices	608.85
Meeting Expense	6,993.95
Postage/Postal Services	538.82
Printing/Mapping Services	1,063.45
Public Input Event Registration	15.50
Staff Mileage Reimbursement	5,727.78
Telephone/Internet	7,042.72
Total Operating	52,626.90
Personnel	
Mobile Data Plans	2,366.71
Payroll Services	3,359.38
Professional Services (Acct, HR)	33,982.50
Salaries and Fringe	906,610.33
Total Personnel	946,318.92
Services	
Aerial Photography	25,000.00
Data Acquisition	1,085.01
Legislative Education	4,129.72
TIP Tool Maintenance	20,770.00
Trans Consulting Services	16,800.00
Total Services	67,784.73
Total Expense	1,210,262.47
Net Ordinary Income	7,850.46
Net Income	<u>7,850.46</u>

**Ozarks Transportation Organization
Operational Budget vs. Actual
July 2024 through June 2025**

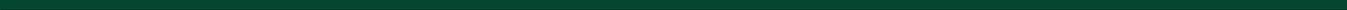
	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Other Types of Income				
Interest Revenue	14,721.99	11,000.00	3,721.99	133.8%
Miscellaneous Revenue	195.00	200.00	-5.00	97.5%
Total Other Types of Income	14,916.99	11,200.00	3,716.99	133.2%
OTO Revenue				
Consolidated Planning Grant CPG	837,808.73	980,495.00	-142,686.27	85.4%
Local Jdx Dues/Project Fees	200,112.07	196,100.00	4,012.07	102.0%
Local Jdx Studies Match	0.00	15,000.00	-15,000.00	0.0%
Surface Trans Block Grant	165,275.14	255,256.00	-89,980.86	64.7%
Total OTO Revenue	1,203,195.94	1,446,851.00	-243,655.06	83.2%
Total Income	1,218,112.93	1,458,051.00	-239,938.07	83.5%
Gross Profit	1,218,112.93	1,458,051.00	-239,938.07	83.5%
Expense				
Building				
Building Lease	51,768.34	54,060.00	-2,291.66	95.8%
Common Area Main Exp	18,578.18	23,000.00	-4,421.82	80.8%
Maintenance	543.27	1,500.00	-956.73	36.2%
Office Cleaning	8,800.00	9,000.00	-200.00	97.8%
Utilities	3,290.31	3,400.00	-109.69	96.8%
Total Building	82,980.10	90,960.00	-7,979.90	91.2%
Commodities				
Office Supplies/Furniture	4,354.80	6,365.00	-2,010.20	68.4%
OTO Media/Advertising	5,250.00	6,250.00	-1,000.00	84.0%
OTO Promotional Items	4,432.78	4,500.00	-67.22	98.5%
Public Input Promotional Items	470.73	635.00	-164.27	74.1%
Publications	562.87	700.00	-137.13	80.4%
Total Commodities	15,071.18	18,450.00	-3,378.82	81.7%
Information Technology				
Computer Upgrades/Equip Replace	4,976.80	7,000.00	-2,023.20	71.1%
GIS Licenses	6,212.00	7,000.00	-788.00	88.7%
IT Maintenance Contract	13,977.04	13,903.00	74.04	100.5%
Software	4,479.92	4,500.00	-20.08	99.6%
Webhosting	2,100.88	8,000.00	-5,899.12	26.3%
Total Information Technology	31,746.64	40,403.00	-8,656.36	78.6%
Insurance				
Directors & Officers	5,695.00	3,744.00	1,951.00	152.1%
General Liability/Property	4,744.00	4,784.00	-40.00	99.2%
Network Defender	1,379.00	1,560.00	-181.00	88.4%
Workers Compensation	1,916.00	2,000.00	-84.00	95.8%
Total Insurance	13,734.00	12,088.00	1,646.00	113.6%
Operating				
Bank Fees	502.47	500.00	2.47	100.5%
Dues/Memberships	9,654.32	8,000.00	1,654.32	120.7%
Education/Training/Travel	20,479.04	29,000.00	-8,520.96	70.6%
Legal/Bid Notices	608.85	1,200.00	-591.15	50.7%
Meeting Expense	6,993.95	8,000.00	-1,006.05	87.4%
Postage/Postal Services	538.82	500.00	38.82	107.8%
Printing/Mapping Services	1,063.45	2,500.00	-1,436.55	42.5%
Public Input Event Registration	15.50	0.00	15.50	100.0%
Staff Mileage Reimbursement	5,727.78	4,000.00	1,727.78	143.2%
Telephone/Internet	7,042.72	7,000.00	42.72	100.6%
Total Operating	52,626.90	60,700.00	-8,073.10	86.7%
Personnel				
Mobile Data Plans	2,366.71	3,240.00	-873.29	73.0%
Payroll Services	3,359.38	3,500.00	-140.62	96.0%
Professional Services (Acct, HR)	33,982.50	63,000.00	-29,017.50	53.9%
Salaries and Fringe	906,610.33	933,323.00	-26,712.67	97.1%
Total Personnel	946,318.92	1,003,063.00	-56,744.08	94.3%

	<u>Jul '24 - Jun 25</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Services				
Aerial Photography	25,000.00	25,000.00	0.00	100.0%
Data Acquisition	1,085.01	30,000.00	-28,914.99	3.6%
Legislative Education	4,129.72	9,000.00	-4,870.28	45.9%
Rideshare	0.00	250.00	-250.00	0.0%
TIP Tool Maintenance	20,770.00	21,207.00	-437.00	97.9%
Trans Consulting Services	16,800.00	150,000.00	-133,200.00	11.2%
Travel Demand Model Update	0.00	12,000.00	-12,000.00	0.0%
Total Services	<u>67,784.73</u>	<u>247,457.00</u>	<u>-179,672.27</u>	<u>27.4%</u>
Total Expense	<u>1,210,262.47</u>	<u>1,473,121.00</u>	<u>-262,858.53</u>	<u>82.2%</u>
Net Ordinary Income	<u>7,850.46</u>	<u>-15,070.00</u>	<u>22,920.46</u>	<u>-52.1%</u>
Net Income	<u>7,850.46</u>	<u>-15,070.00</u>	<u>22,920.46</u>	<u>-52.1%</u>



UNIFIED PLANNING WORK PROGRAM (UPWP) FINANCIAL REPORTS

Includes in-kind and excludes OTO only items.



Ozarks Transportation Organization
UPWP Profit & Loss
July 2024 through June 2025

	Jul '24 - Jun 25
Ordinary Income/Expense	
Income	
Other Types of Income	
In-Kind Match	48,920.56
Interest Revenue	1,126.17
Total Other Types of Income	50,046.73
OTO Revenue	
Consolidated Planning Grant CPG	837,808.73
Local Jdx Dues/Project Fees	184,120.00
Surface Trans Block Grant	165,275.14
Total OTO Revenue	1,187,203.87
Total Income	1,237,250.60
Gross Profit	1,237,250.60
Expense	
Building	
Building Lease	51,768.34
Common Area Main Exp	18,578.18
Maintenance	543.27
Office Cleaning	8,800.00
Utilities	3,290.31
Total Building	82,980.10
Commodities	
Office Supplies/Furniture	4,335.70
Public Input Promotional Items	470.73
Public Involvement Advertising	0.00
Publications	646.19
Total Commodities	5,452.62
In-Kind Match Expense	
Direct Cost - MoDOT Salaries	35,357.02
Member Attendance at Meetings	13,563.54
Total In-Kind Match Expense	48,920.56
Information Technology	
Computer Upgrades/Equip Replace	4,976.80
IT Maintenance Contract	13,977.04
Software	5,167.41
Webhosting	2,359.63
Total Information Technology	26,480.88
Insurance	
Errors & Omissions	5,847.05
General Liability/Property	5,891.00
Network Defender	1,379.00
Workers Compensation	1,916.00
Total Insurance	15,033.05
Operating	
Dues/Memberships	10,152.82
Education/Training/Travel	18,190.58

	<u>Jul '24 - Jun 25</u>
Legal/Bid Notices	608.85
Meeting Expense	5,846.98
Postage/Postal Services	407.42
Printing/Mapping Services	1,063.45
Public Input Event Registration	15.50
Staff Mileage Reimbursement	5,727.78
Telephone/Internet	7,042.72
Total Operating	49,056.10
Personnel	
Mobile Data Plans	2,366.71
Payroll Services	3,359.38
Professional Services (Acct, HR)	15,982.50
Salaries and Fringe	906,540.33
Total Personnel	928,248.92
Services	
Aerial Photography	25,000.00
Data Acquisition	4,340.00
TIP Tool Maintenance	16,795.00
Trans Consulting Services	16,800.00
Travel Demand Model Update	0.00
Total Services	62,935.00
Total Expense	1,219,107.23
Net Ordinary Income	18,143.37
Net Income	18,143.37

Ozarks Transportation Organization
UPWP Budget vs. Actual
July 2024 through June 2025

	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Other Types of Income				
In-Kind Match	48,920.56	90,000.00	-41,079.44	54.4%
Interest Revenue	1,126.17	0.00	1,126.17	100.0%
Total Other Types of Income	50,046.73	90,000.00	-39,953.27	55.6%
OTO Revenue				
Consolidated Planning Grant CPG	837,135.76	980,495.00	-143,359.24	85.4%
Local Jdx Dues/Project Fees	184,120.00	184,120.00	0.00	100.0%
Local Jdx Studies Match	0.00	15,000.00	-15,000.00	0.0%
Surface Trans Block Grant	169,610.34	255,256.00	-85,645.66	66.4%
Total OTO Revenue	1,190,866.10	1,434,871.00	-244,004.90	83.0%
Total Income	1,240,912.83	1,524,871.00	-283,958.17	81.4%
Gross Profit	1,240,912.83	1,524,871.00	-283,958.17	81.4%
Expense				
Building				
Building Lease	51,768.34	54,060.00	-2,291.66	95.8%
Common Area Main Exp	18,578.18	23,000.00	-4,421.82	80.8%
Maintenance	543.27	1,500.00	-956.73	36.2%
Office Cleaning	8,800.00	9,000.00	-200.00	97.8%
Utilities	3,290.31	3,400.00	-109.69	96.8%
Total Building	82,980.10	90,960.00	-7,979.90	91.2%
Commodities				
Office Supplies/Furniture	4,335.70	6,365.00	-2,029.30	68.1%
Public Input Promotional Items	470.73	635.00	-164.27	74.1%
Publications	646.19	700.00	-53.81	92.3%
Total Commodities	5,452.62	7,700.00	-2,247.38	70.8%
In-Kind Match Expense				
Direct Cost - MoDOT Salaries	35,357.02	60,000.00	-24,642.98	58.9%
Member Attendance at Meetings	13,563.54	30,000.00	-16,436.46	45.2%
Total In-Kind Match Expense	48,920.56	90,000.00	-41,079.44	54.4%
Information Technology				
Computer Upgrades/Equip Replace	4,976.80	7,000.00	-2,023.20	71.1%
GIS Licenses	0.00	7,000.00	-7,000.00	0.0%
IT Maintenance Contract	13,977.04	13,903.00	74.04	100.5%
Software	5,167.41	4,500.00	667.41	114.8%
Webhosting	2,359.63	8,000.00	-5,640.37	29.5%
Total Information Technology	26,480.88	40,403.00	-13,922.12	65.5%
Insurance				
Directors & Officers	0.00	3,744.00	-3,744.00	0.0%
Errors & Omissions	5,847.05	0.00	5,847.05	100.0%
General Liability/Property	5,891.00	4,784.00	1,107.00	123.1%
Network Defender	1,421.00	1,560.00	-139.00	91.1%
Workers Compensation	1,916.00	2,000.00	-84.00	95.8%
Total Insurance	15,075.05	12,088.00	2,987.05	124.7%
Operating				
Dues/Memberships	8,277.94	8,000.00	277.94	103.5%
Education/Training/Travel	18,190.58	29,000.00	-10,809.42	62.7%
Legal/Bid Notices	608.85	1,200.00	-591.15	50.7%
Meeting Expense	5,846.98	8,000.00	-2,153.02	73.1%
Postage/Postal Services	407.42	500.00	-92.58	81.5%
Printing/Mapping Services	1,063.45	2,500.00	-1,436.55	42.5%
Public Input Event Registration	15.50	0.00	15.50	100.0%
Staff Mileage Reimbursement	5,727.78	4,000.00	1,727.78	143.2%
Telephone/Internet	7,042.72	7,000.00	42.72	100.6%
Total Operating	47,181.22	60,200.00	-13,018.78	78.4%

	<u>Jul '24 - Jun 25</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Personnel				
Mobile Data Plans	2,366.71	3,240.00	-873.29	73.0%
Payroll Services	3,359.38	3,500.00	-140.62	96.0%
Professional Services (Acct, HR	15,982.50	45,000.00	-29,017.50	35.5%
Salaries and Fringe	906,540.33	933,323.00	-26,782.67	97.1%
Total Personnel	<u>928,248.92</u>	<u>985,063.00</u>	<u>-56,814.08</u>	<u>94.2%</u>
Services				
Aerial Photography	25,000.00	25,000.00	0.00	100.0%
Data Acquisition	4,340.00	30,000.00	-25,660.00	14.5%
Rideshare	0.00	250.00	-250.00	0.0%
TIP Tool Maintenance	14,807.50	21,207.00	-6,399.50	69.8%
Trans Consulting Services	16,800.00	150,000.00	-133,200.00	11.2%
Travel Demand Model Update	0.00	12,000.00	-12,000.00	0.0%
Total Services	<u>60,947.50</u>	<u>238,457.00</u>	<u>-177,509.50</u>	<u>25.6%</u>
Total Expense	<u>1,215,286.85</u>	<u>1,524,871.00</u>	<u>-309,584.15</u>	<u>79.7%</u>
Net Ordinary Income	<u>25,625.98</u>	<u>0.00</u>	<u>25,625.98</u>	<u>100.0%</u>
Net Income	<u>25,625.98</u>	<u>0.00</u>	<u>25,625.98</u>	<u>100.0%</u>

Ozarks Transportation Organization

Unified Planning Work Program Year End Report

Period July 1, 2024 through June 30, 2025

Task 1 – UPWP Program Administration and Coordination (100% Complete)

FY 2024 quarterly and year-end reports, as well as FY 2025 1st through 3rd Quarter Reports. Prepared for, conducted, and finalized Single Audit of FY 2024 Financial Statements. Processed two FY 2025 Budget Amendments. Developed and approved the FY 2026 Operational Budget. Continued to track and monitor contracts and payments. Maintained websites and social media pages, as well as managed network services.

Travel and Training

- AMPO Working Groups
- Missouri Public Transit Association Conference
- AMPO National Conference
- Annual OSITE Technical Seminar
- RITIS Training, including onsite seminar
- Missouri Highways and Traffic Safety Conference
- Missouri Active Transportation Summit
- MOKAMPO
- AASHTO Conference on Data Management & Analytics, Planning, and Performance-Based Management
- AMPO Policy Board Meetings
- Ozark Mountain Section of the APA Board Meetings
- OSITE Meetings and Training
- Annual Missouri TEAM Conference
- Miscellaneous workshops and trainings

Task 2 – Planning Coordination and Outreach (100% Complete)

Conducted the following meetings:

- 7 - Board of Directors
- 7 - Technical Planning Committee
- 8 - Bicycle and Pedestrian Advisory Committee
- 3 - Local Coordinating Board for Transit
- 4 - Traffic Incident Management Committee
- 1 - Quarterly Project Management Update Meeting
- Several additional ad hoc committee meetings

OTO staff and MoDOT continued to coordinate on planning and programming activities. Staff attended relevant community meetings. Press releases were issued according to the public participation plan for items going before the Board of Directors. Meeting attendance was documented for In-Kind Match reporting. A total of 311.08 committee hours were reported.

Completed Title VI semiannual reporting and conducted annual Title VI staff training. Completed MoDOT Multimodal annual Title VI survey, assisted City of Republic in developing Title VI plan and maintained civil

rights portions of the OTO website. Completed annual PPP evaluation. Assisted CU with Title VI plan update.

Task 3 – Planning and Implementation (100% Complete)

Prepared and/or processed Amendments 4 through 10 to the LRTP. Work continued on items in the *Destination 2045* Implementation Plan and the next five year update kicked off with visioning at the March Board and April TPC meetings, public outreach, and discussions on the Major Thoroughfare Plan. The 2024 Congestion Management Process monitoring and evaluation phase data analysis, mapping, and draft report were finalized and accepted at the September Board of Directors meeting. Developed, finalized, and presented the 2025 Growth Trends Report. Performed annual call for federal functional classification change requests. Assisted jurisdictions with federal functional classification change requests and started progress to adopt change requests.

Provided feedback and reviewed MoDOT Performance Measures. Presented National Performance Measures for discussion and recommendation at the December TPC meeting and for discussion and approval at the January Board meeting.

The OTO received the final deliverable for the 2024 Pictometry imagery for Greene and Christian Counties. New imagery and updated feature layers were integrated into the OTO's ArcGIS Online web maps and applications. Continued to update and maintain GIS data and maps, including incorporation of data from MoDOT and RITIS. Prepared maps for plans and grant applications as needed.

Continued monitoring regional air quality, participating on the Ozarks Clean Air Alliance, and serving on Ozarks Clean Fuels Coalition. Coordinated with Springfield on development code update and HUD Consolidated Plan. Participated in Missouri State University Strategic Planning. Participated in Show-Me Zero meetings. Provided feedback on needs and status of freight transportation to MoDOT's state freight plan update. Completed annual review of STRAHNET system in coordination with DOD, with no current improvements needed.

Worked with USDOT to complete federal certification, including completing desk review questions, hosting on-site meetings, advertising for public comment, review and receipt of the final report.

Task 4 – Project Selection and Programming (100% Complete)

Adopted FY 2025-2028 Transportation Improvement Program. Processed Amendments 1 through 4 and Administrative Modifications 1 through 5 to the FY 2025-2028 TIP. Developed and published Annual Listing of Obligated Projects. Developed draft FY 2026-2029 Transportation Improvement Program, requesting public input, and presenting to the Technical Planning Committee.

Worked with MoDOT and member jurisdictions to program suballocated funds ahead of August Redistribution. Monitored funds balances and tracked obligations. Monitored reasonable progress on project awards.

Conducted sidewalk and trails call for projects and awarded Transportation Alternatives Program and Carbon Reduction program funding in fall of CY 2024. Revised guidebook for sidewalk and trail call for projects and performed Spring CY 2025 call for projects for Transportation Alternatives Program and Carbon Reduction Program for trail and sidewalk projects. Developed and opened call for projects for FTA 5310 program through online TIP tool.

Data analysis, mapping, and scoring for the SFY 2026-2030 OTO project prioritization process was completed during the 1st quarter. Held STIP selection subcommittee meetings in the spring and completed staff scoring for FY 2027 STIP Priorities in June.

Task 5 – OTO Transit Planning (100% Complete)

OTO staff updated the Program Management Plan (PMP) to incorporate changes for becoming designated recipient of FTA 5310 funding, including formalizing sub-recipient overview and compliance procedures. Staff worked on the FTA 5310 direct recipient setup process and submitted required documentation to FTA.

Held three Local Coordinating Board for Transit (LCBT) meetings, discussing and recommending the PMP and call for projects guidelines. Held one Transit/Operations meeting in January. Staff worked on updating the guidebook and preparing vehicle specifications for call for projects and started work on updating regional transportation provider brochure. Staff also met with grant awardees to review grant requirements and support with technical assistance. Staff continued monitoring vehicle delivery for prior year's grant awardees.

Staff attended MPTA board meetings, Let's Go Smart meetings, and administered a CU transit and traffic operation center coordination meeting.

No Title VI appeals were received from CU.

Task 6 – Operations and Demand Management (100% Complete)

Held four TIM subcommittee meetings, assisting with FHWA TIM self-assessment. Attended MoDOT's annual law enforcement coordination meeting. Coordinated Regional ITS Architecture Update with MoDOT.

Completed TDM report for calendar year 2023. Continued research of van-pool program and other demand management programs, supporting congestion reduction. Remained available for outreach and as a resource for employers and the travelling public regarding rideshare program opportunities. Completed draft annual report on CY 2024 TDM activities.

Task 7 – MoDOT Studies and Data Collection (100% Complete)

MoDOT staff continued to work on transportation planning work in the OTO region that was eligible for MoDOT Direct Cost. A total of 667.75 staff hours were completed.

2.5% Set Aside Work Program

Task 8 - Safe and Accessible Transportation Options (100% Complete)

Finalized Bicycle and Pedestrian Implementation Report for calendar year 2023. Held 8 Bicycle and Pedestrian Advisory Committee meetings. Conducted fall sidewalk and trail Call for Projects, including reviewing of application process and applications and discussed bicycle and pedestrian infrastructure needs and safety education programs. Updated trail dashboard and maps and maintained toolboxes. Updated sidewalk information based on new aerial photography. Discussed bicycle and pedestrian infrastructure needs and safety education programs. Evaluated critical regional sidewalk gaps and worked on identifying trail maintenance needs. Discussed bicycle and pedestrian infrastructure needs and safety education programs. Completed annual bicycle and pedestrian implementation report for 2024. Conducted spring sidewalk and trail Call for Projects, including reviewing of application process and

applications. Updated trail dashboard following regional trail map update. Staff started working on bicycle crash analysis.

Attended Ozark Greenways Technical Committee meetings and Missouri Complete Streets (MOCS) Advisory Committee meetings.

Surface Transportation Block Grant Work Program

Task 9 – Studies and Project Administration (100% Complete)

OTO Staff are managing several projects, including solicitation of engineering services, negotiation and execution of contracts and amendments as well as oversight of the consultants and acting as the point of contact for other agencies and the general public. In addition, staff continues to monitor and provide support for federal aid projects sponsored by member agencies. Staff held project management meetings for agency and consultant staff to review FY 2024 obligations and FY 2025 planned obligations, as well as discuss new policies and procedures.

Staff reviewed preliminary model output and continued coordination with the consultants for delivery of the 2050 OTO Travel Demand Model update, as well as taking delivery of the model and scenarios. Model scenarios were used to calculate travel time savings and emissions reductions for the Rte. MM BUILD grant application. Staff also developed analysis using model results. Purchased PTV VISUM license to work with model onsite, as well as to make use of the online Hub.

Staff provided grant application support to jurisdictions for Safe Streets and Roads for All and Reconnecting Communities applications, submitted a CFI grant, and participated in RAISE Peer Learning sessions. Staff supported a jurisdiction with a BUILD grant application submitted in January 2025. Staff worked with a jurisdiction to prepare, finalize, and submit a MoDOT Cost Share Application.

Grant website and newsletter maintained and shared.

Appendix A – Related Planning Activities

FTA 5303 - City Utilities Work Program

Task 10 – CU Transit Planning (100% Complete)

Operational Planning

CU's Open FTA Grants:

MO-2022-019 – Closed

MO-2023-005 – In Progress

MO-2023-019 – In Progress

MO-2024-011 – Closed

MO-2024-025 – In Progress

MO-2024-028 – In Progress

MO-2024-031 – In Progress

MO-2025-008 – In Progress

MO-2025-018 – Pending FTA Final Approval

ADA Accessibility Planning

In Spring 2023, CU was awarded FY21-23 years of Section 5310 funding for ADA improvements. These funds will be used to add ADA approved landing pads at bus stops and sidewalks to make system more accessible, and to continue the shelter replacement plan which removes the plexiglass shelters and

replaces them with a more ADA friendly option. CU Transit has received NEPA approval for the new/replacement shelter pads and continues to execute the project with an approximate completion date of Fall 2025.

This grant funding will also be utilized to add new mobility securement systems that are safer and provide passengers with more independence. These securements have been delivered and installation has begun and will continue as mechanics are available.

Transit Fixed Route/Regional Service Analysis Implementation

As a result of the ConnectSGF Fixed Route Study, permanent route modifications were made in Q1 of SFY25. No additional permanent route modifications were made in Q4. The RideSGF app was made available to be available in April 2025, Q4. All fixed routes are consistently evaluated to make improvements as needed.

Service Planning

Data collection for on-time performance by bus route is posted each week for all the bus operators to monitor how each route and bus operator are performing. CU is active in OTO and community committees involving discussions on Transit.

Financial Planning

CU Transit staff prepares and monitors the Transit Budget, Financial and Capital Project Plans monthly, quarterly, and annually. Transit Project Managers also meet with Finance during the year to discuss the budget and financials.

At the end of September 2025, which is City Utilities fiscal year end, preparation began for the annual FORVIS/Mazars audit, which includes a single audit of federal grants. This audit is complete and an unmodified opinion.

Competitive Contract Planning

City Utilities Purchasing department ensures that CU Transit awards bids to the most competitive contracts and that all FTA guidelines and requirements are followed. In the future, considerations are being made to study opportunities for transit cost reductions using third-party and private sector providers for a portion of the paratransit bus service.

Safety, Security, and Drug/Alcohol Control Planning

CU continues to monitor safety, security and DOT Drug and Alcohol control regulations monthly. During Q4, continued to have discussions with the Safety Committee about PTASP. Currently in the process of updating City Utilities Transit Agency Safety Plan. Seeking Safety Committee and Board of Public Utilities approval by the end of September 2025, FY26 Q1.

Transit Coordination Plan Implementation

CU has implemented the Transit Coordination Plan, since receiving Section 5310 grant funding. The OTO provides annual training for applicants, including CU, each fiscal year and provides media outreach.

Program Management Plan Implementation

CU does not have to do a Program Management Plan for Section 5339 grant funding. The OTO does do a Program Management Plan for the Section 5310 grant program.

Data Collection and Analysis

CU collects and analyzes ridership data monthly for transit planning purposes. CU submits weekly/monthly National Transit Database reports to the FTA. CU Transit has concluded the FY24 annual National Transit Database report that was due January 31, 2025 and received the close-out letter on May 16, 2025.

FHWA Discretionary Grant

Task 11 – Safe Streets and Roads for All Grant (100% Complete)

During the first quarter, held two advisory team meetings. Discussion included project list development, prioritization and safety engineering review. Received draft technical memos from Lochmueller Group. Reviewed memos and provided feedback. Received revised final technical memos. Engagement activities included the Route 66 Festival in August, Ozark Showcase Expo in September, and preparation for a pop-up event to be held in October. Presented plan development and process to OSITE in August. Discussed non-project based safety recommendations with Advisory Team, Bicycle Pedestrian Advisory Committee, and Traffic Incident Management Subcommittee.

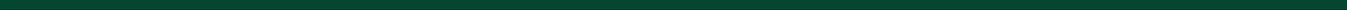
During the second quarter, engagement activities included one Advisory Team Meeting in December to review and recommend the draft Safety Action Plan; Survey Two was created and made available for the public to help prioritize safety solutions a booth was staffed at Community Focus Report Event in October; a Pop-up Demonstration was held in October to engage the community in understanding and providing feedback on potential safety enhancements through a hands-on demonstration - including a street closure, temporary safety enhancements, plan materials, and space to create a sense of community; an update was provided at the BPAC committee in November over the safety toolkit and survey. The draft plan was made available for public comment.

During the third quarter, final development of the draft plan included Safety Engineering Analysis work by Lochmueller accepted as complete by the Board of Directors and draft Engagement summary received from CMT. These two pieces plus OTO plan development were combined into a draft plan, and were presented to the Technical Planning Committee in December, along with the leadership commitment resolution to be presented to the Board in January. A lot of staff time was spent on drafting the actual document. The final Safety Action Plan was approved by the Board of Directors in January 2025. Staff worked on printing of the final document and closeout, including receipt of all deliverables from consultants.

Staff participated in regular meetings with FHWA, as well as office hours.



CARBON REDUCTION MULTI TRAIL PROJECTS FINANCIAL REPORTS



Ozarks Transportation Organization
CRP Multi Trail Projects Profit & Loss
July 2024 through June 2025

	<u>Jul '24 - Jun 25</u>
Ordinary Income/Expense	
Income	
OTO Revenue	
Carbon Reduction Program Funds	292,493.35
CRP Trail Projects Local Match	137,906.26
Local Jdx Dues/Project Fees	0.00
	<hr/>
Total OTO Revenue	430,399.61
	<hr/>
Total Income	430,399.61
	<hr/>
Gross Profit	430,399.61
Expense	
Services	
Trans Consulting Services	365,616.73
	<hr/>
Total Services	365,616.73
	<hr/>
Total Expense	365,616.73
	<hr/>
Net Ordinary Income	64,782.88
	<hr/>
Net Income	64,782.88
	<hr/> <hr/>

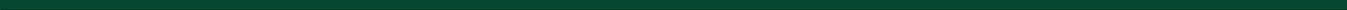
Ozarks Transportation Organization CRP Multi Trail Projects Budget vs. Actual July 2024 through June 2025

	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
OTO Revenue				
Carbon Reduction Program Funds	292,493.35	498,655.00	-206,161.65	58.7%
CRP Trail Projects Local Match	137,906.26	124,664.00	13,242.26	110.6%
Total OTO Revenue	430,399.61	623,319.00	-192,919.39	69.0%
Total Income	430,399.61	623,319.00	-192,919.39	69.0%
Gross Profit	430,399.61	623,319.00	-192,919.39	69.0%
Expense				
Services				
Trans Consulting Services	365,616.73	623,319.00	-257,702.27	58.7%
Total Services	365,616.73	623,319.00	-257,702.27	58.7%
Total Expense	365,616.73	623,319.00	-257,702.27	58.7%
Net Ordinary Income	64,782.88	0.00	64,782.88	100.0%
Net Income	64,782.88	0.00	64,782.88	100.0%



SAFE STREETS AND ROADS FOR ALL FINANCIAL REPORTS

FHWA Discretionary Grant



Ozarks Transportation Organization
SS4A Profit & Loss
 July 2024 through June 2025

	Jul '24 - Jun 25
Ordinary Income/Expense	
Income	
OTO Revenue	
Safe Streets for All FHWA Grant	112,237.18
Safe Streets for All Match	54,790.56
Total OTO Revenue	167,027.74
Total Income	167,027.74
Gross Profit	167,027.74
Expense	
Commodities	
Public Input Promotional Items	241.41
Public Involvement Advertising	270.00
Total Commodities	511.41
Operating	
Printing/Mapping Services	499.04
Total Operating	499.04
Personnel	
Salaries and Fringe	25,204.83
Total Personnel	25,204.83
Services	
Trans Consulting Services	114,081.25
Total Services	114,081.25
Total Expense	140,296.53
Net Ordinary Income	26,731.21
Net Income	26,731.21

Ozarks Transportation Organization
SS4A Budget vs. Actual
 July 2024 through June 2025

	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
OTO Revenue				
Safe Streets for All FHWA Grant	112,237.18	128,199.00	-15,961.82	87.5%
Safe Streets for All Match	54,790.56	57,200.00	-2,409.44	95.8%
Total OTO Revenue	167,027.74	185,399.00	-18,371.26	90.1%
Total Income	167,027.74	185,399.00	-18,371.26	90.1%
Gross Profit	167,027.74	185,399.00	-18,371.26	90.1%
Expense				
Commodities				
Public Input Promotional Items	241.41	600.00	-358.59	40.2%
Public Involvement Advertising	270.00	700.00	-430.00	38.6%
Total Commodities	511.41	1,300.00	-788.59	39.3%
Operating				
Printing/Mapping Services	499.04			
Total Operating	499.04			
Personnel				
Salaries and Fringe	25,204.83	24,235.00	969.83	104.0%
Total Personnel	25,204.83	24,235.00	969.83	104.0%
Services				
Trans Consulting Services	114,081.25	121,692.00	-7,610.75	93.7%
Total Services	114,081.25	121,692.00	-7,610.75	93.7%
Total Expense	140,296.53	147,227.00	-6,930.47	95.3%
Net Ordinary Income	26,731.21	38,172.00	-11,440.79	70.0%
Net Income	26,731.21	38,172.00	-11,440.79	70.0%

BOARD OF DIRECTORS AGENDA 09/25/2025; ITEM I.C.3.

Administrative Modification 1 to the FY 2026-2029 Transportation Improvement Program

**Ozarks Transportation Organization
(Springfield, MO Area MPO)**

AGENDA DESCRIPTION:

There is one item included as part of Administrative Modification 1 to the FY 2026-2029 Transportation Improvement Program. These changes do not affect Fiscal Constraint.

Basis for Administrative Modification - *Update Changes in a project's total programmed amount less than 25% (up to \$2,000,000).*

1. South Creek Greenway Fremont to Glenstone (EN2413)
Added STBG-U funding in the amount of \$160,000 with \$40,000 local match, for a new total programmed amount of \$1,126,139.

BOARD OF DIRECTORS ACTION REQUESTED:

This item is informational only, no action is required.



OZARKS TRANSPORTATION ORGANIZATION

A METROPOLITAN PLANNING ORGANIZATION

2208 W. CHESTERFIELD BOULEVARD, SUITE 101, SPRINGFIELD, MO 65807
417-865-3047

13 August 2025

Mr. Michael Henderson
Transportation Planning
Missouri Department of Transportation
P. O. Box 270
Jefferson City, Missouri 65102

Dear Mr. Henderson:

I am writing to advise you that the Ozarks Transportation Organization approved Administrative Modification Number One to the OTO FY 2026-2029 Transportation Improvement Program (TIP) on August 13, 2025. Please find enclosed the administrative modification, which is outlined on the following pages.

Please let me know if you have any questions about the administrative modification or need any other information.

Sincerely,

A handwritten signature in black ink that reads "Natasha Longpine". The signature is written in a cursive style.

Natasha L. Longpine, AICP
Transportation Planning Manager

Enclosure



Administrative Modification 1 to the FY 2026-2029 Transportation Improvement Program

Ozarks Transportation Organization (Springfield, MO Area MPO)

DESCRIPTION:

There is one item included as part of Administrative Modification 1 to the FY 2026-2029 Transportation Improvement Program. These changes do not affect Fiscal Constraint.

Basis for Administrative Modification - *Update Changes in a project's total programmed amount less than 25% (up to \$2,000,000).*

1. South Creek Greenway Fremont to Glenstone (EN2413-26AM1)
Added STBG-U funding in the amount of \$160,000 with \$40,000 local match, for a new total programmed amount of \$1,126,139.

EN2413-26AM1 - SOUTH CREEK GREENWAY FREMONT TO GLENSTONE

Plan Revision
26AM1

Section
Sponsored by Local Public Agencies

Project Type
Bicycle and Pedestrian

Lead Agency
City of Springfield

County
Greene County

Municipality
Springfield

Status
Programmed

Total Cost
\$1,126,139

MoDoT ID
-

Federal ID
5901830

Project From
Fremont

Project To
Glenstone

Project Considerations
Bike/Ped Plan

Project Description
Construct pedestrian pathway from Fremont to Glenstone.

Funding Source Notes
Non-Federal Funding Source: City of Springfield

PHASE	FUND SOURCE	PRIOR	FY2026	FY2027	FY2028	FY2029	FUTURE	TOTAL
Engineering	CRP (FHWA)	\$96,641	-	-	-	-	-	\$96,641
Engineering	Local	\$24,160	-	-	-	-	-	\$24,160
Total Engineering		\$120,801	-	-	-	-	-	\$120,801
ROW	Local	-	\$40,000	-	-	-	-	\$40,000
ROW	STBG-U (FHWA)	-	\$160,000	-	-	-	-	\$160,000
Total ROW		-	\$200,000	-	-	-	-	\$200,000
Construction	CRP (FHWA)	-	\$644,270	-	-	-	-	\$644,270
Construction	Local	-	\$161,068	-	-	-	-	\$161,068
Total Construction		-	\$805,338	-	-	-	-	\$805,338
Total Prior Costs		\$120,801	-	-	-	-	-	\$120,801
Total Programmed		\$120,801	\$1,005,338	-	-	-	-	\$1,126,139

CURRENT CHANGE REASON	Schedule / Funding / Scope- Update Changes in a project's total programmed amount less than 25% (up to \$2,000,000) - Moving funds between development phases of a project (Environmental Assessment, PE Design, ROW, Construction, or other) without major changes to the scope of the project
PROJECT CHANGES	ID changed from "EN2413-24" to "EN2413-26AM1" Plan Revision Name changed from "26Adopted" to "26AM1"
FUNDING CHANGES	Local + Increase funds in FY 2026 in ROW from \$0 to \$40,000 STBG-U (FHWA) + Increase funds in FY 2026 in ROW from \$0 to \$160,000
FEDERAL PROJECT COST	Increased from \$740,911 to \$900,911 (21.60%)
TOTAL PROJECT COST	Increased from \$926,139 to \$1,126,139 (21.60%)



REVENUE

Revenue Source	Carryover	2026	2027	2028	2029	Total
MoDOT State/Federal	\$23,867,000	\$280,068,000	\$36,997,000	\$45,133,000	\$45,862,000	\$431,927,000
RAISE	\$24,822,313	\$0	\$0	\$0	\$0	\$24,822,313
SS4A	\$1,152,000	\$0	\$0	\$0	\$0	\$1,152,000
Suballocated STBG-U	\$5,628,795	\$8,251,401	\$8,416,429	\$85,848	\$8,756,453	\$31,138,926
Suballocated TAP	\$1,662,371	\$1,786,840	\$1,703,775	\$1,737,851	\$1,772,608	\$8,663,445
Suballocated CRP	\$1,650,174	\$984,404	\$1,004,092	\$1,024,174	\$1,044,657	\$5,707,501
Aviation - FAA	\$0	\$25,474,500	\$11,745,000	\$3,000,000	\$8,051,000	\$48,270,500
FTA 5307	\$2,486,536	\$3,950,171	\$4,029,174	\$4,109,757	\$4,191,952	\$18,767,590
FTA 5310	\$823,914	\$419,117	\$427,499	\$436,049	\$444,771	\$2,551,350
FTA 5339	\$324,432	\$330,921	\$3,563,139	\$344,290	\$351,176	\$4,913,958
Transit MO HealthNet Contract	\$0	\$45,000	\$45,000	\$45,000	\$45,000	\$180,000
Transit State Operating Funding	\$43,500	\$153,415	\$153,415	\$153,415	\$153,415	\$657,160
CU Transit Utility Ratepayers	\$7,447,745	\$7,284,226	\$8,063,689	\$7,024,039	\$7,722,024	\$37,541,723
CU Transit Farebox, Ads, Rent	\$955,000	\$955,000	\$955,000	\$955,000	\$955,000	\$4,775,000
Human Service Agencies		\$57,629	\$58,781	\$59,957	\$61,156	\$237,523
TOTAL	\$70,863,780	\$329,760,624	\$77,161,993	\$64,108,380	\$79,411,212	\$621,305,989

LOCAL PUBLIC AGENCY CAPACITY

LPA Capacity	2026	2027	2028	2029	Total
CART All Jurisdictions (Projected)	\$21,185,583	\$21,185,583	\$21,185,583	\$21,185,583	\$84,742,330
O&M (637.42 miles * \$6,299/mile)	(\$4,015,109)	(\$4,115,487)	(\$4,218,374)	(\$4,323,833)	(\$16,672,803)
TIP Programmed Funds All Jurisdictions	(\$11,813,428)	(\$3,396,523)	(\$1,149,004)	(\$220,567)	(\$16,579,522)
Other Committed Funds All Jurisdictions	\$57,515,582	\$57,515,582	\$57,515,582	\$57,515,582	\$230,062,328
TOTAL	\$62,872,628	\$71,189,155	\$73,333,787	\$74,156,765	\$281,552,334

	Carryover	2026	2027	2028	2029	Total
System Operations Local	\$7,940,165	\$7,940,165	\$7,732,025	\$7,732,025	\$8,423,720	\$39,768,100
System Maintenance Local	\$411,876	\$41,200	\$195,700	\$195,700	\$201,571	\$1,046,047
Local Programmed O&M	--	(\$16,333,406)	(\$7,927,725)	(\$7,927,725)	(\$8,625,291)	(\$40,814,147)
Carryover	\$8,352,041	\$8,352,041	\$0	\$0	\$0	\$0
Additional O&M Costs	\$0	\$0	\$0	\$0	\$0	\$0

FINANCIAL CONSTRAINT

FHWA Sponsored Projects

Fund Type	Programmed (2026)	Programmed (2027)	Programmed (2028)	Programmed (2029)
FEDERAL				
BRO (FHWA)	\$36,000	\$36,000	\$36,000	\$36,000
CRP (FHWA)	\$1,563,899	\$0	\$0	\$0
I/M (FHWA)	\$135,000	\$0	\$0	\$0
NHPP (FHWA)	\$61,886,600	\$11,379,200	\$28,394,400	\$35,775,200
RAISE	\$24,822,313	\$0	\$0	\$0
SAFETY (FHWA)	\$3,931,000	\$262,800	\$262,800	\$81,000
SCRIP (FHWA)	\$68,000	\$0	\$0	\$0
SS4A (FHWA)	\$1,152,000	\$0	\$0	\$0
STBG (FHWA)	\$23,176,000	\$0	\$0	\$0
STBG-U (FHWA)	\$15,623,504	\$4,054,669	\$4,034,881	\$846,266
TAP (FHWA)	\$2,168,164	\$134,836	\$0	\$0
Federal Subtotal	\$134,562,480	\$15,867,505	\$32,728,081	\$36,738,466
STATE				
MoDOT	\$181,579,066	\$8,609,000	\$9,197,400	\$9,365,400
MoDOT-AC	\$13,753,203	\$21,718,000	\$7,078,400	\$442,400
MoDOT O&M	\$6,593,919	\$6,745,579	\$6,900,728	\$7,059,444
State Subtotal	\$201,926,188	\$37,072,579	\$23,176,528	\$16,867,244
LOCAL/OTHER				
Local	\$7,318,707	\$3,396,523	\$1,149,004	\$220,567
Local-AC	\$4,494,721	\$0	\$0	\$0
Other	\$100,000	\$0	\$0	\$0
Local/Other Subtotal	\$11,913,428	\$3,396,523	\$1,149,004	\$220,567
Total	\$348,402,096	\$56,336,607	\$57,053,613	\$53,826,277

	Prior Year	FY 2026	FY 2027	FY 2028	FY 2029	TOTAL
Available State and Federal Funding	\$23,867,000	\$280,068,000	\$36,997,000	\$45,133,000	\$45,862,000	\$431,927,000
Federal Discretionary Funding	\$25,974,313	\$0	\$0	\$0	\$0	\$25,974,313
Available Operations and Maintenance Funding	\$0	\$6,593,919	\$6,745,579	\$6,900,728	\$7,059,444	\$27,299,671
Funds from Other Sources (inc. Local)	\$0	\$11,913,428	\$3,396,523	\$1,149,004	\$220,567	\$16,679,522
Available Suballocated Funding	\$8,941,340	\$11,022,645	\$11,124,296	\$2,847,873	\$11,573,718	\$45,509,872
TOTAL AVAILABLE FUNDING	\$58,782,653	\$309,597,992	\$58,263,398	\$56,030,605	\$64,715,729	\$547,390,378
Carryover		\$58,782,653	\$19,978,549	\$21,905,340	\$20,882,332	--
Programmed State and Federal Funding		(\$348,402,096)	(\$56,336,607)	(\$57,053,613)	(\$53,826,277)	(\$515,618,594)
TOTAL REMAINING	\$58,782,653	\$19,978,549	\$21,905,340	\$20,882,332	\$31,771,784	\$31,771,784

BOARD OF DIRECTORS AGENDA 09/25/2025; ITEM I.C.4.

Annual Listing of Obligated Projects (ALOP)

**Ozarks Transportation Organization
(Springfield, MO Area MPO)**

AGENDA DESCRIPTION:

Ozarks Transportation Organization is required by federal law to publish an Annual Listing of Obligated Projects:

§ 450.334 Annual listing of obligated projects.

(a) In metropolitan planning areas, on an annual basis, no later than 90 calendar days following the end of the program year, the State, public transportation operator(s), and the MPO(s) shall cooperatively develop a listing of projects (including investments in pedestrian walkways and bicycle transportation facilities) for which funds under 23 U.S.C. or 49 U.S.C. Chapter 53 were obligated in the preceding program year.

(b) The listing shall be prepared in accordance with §450.314(a) and shall include all federally funded projects authorized or revised to increase obligations in the preceding program year, and shall at a minimum include the TIP information under §450.326(g)(1) and (4) and identify, for each project, the amount of Federal funds requested in the TIP, the Federal funding that was obligated during the preceding year, and the Federal funding remaining and available for subsequent years.

(c) The listing shall be published or otherwise made available in accordance with the MPO(s) public participation criteria for the TIP.

The Ozarks Transportation Organization Program Year 2025 Annual Listing of Obligated Projects is available in the Agenda for member review. Please note that Program Year 2025 includes the time period from July 1, 2024 to June 30, 2025.

Please note that this is required to be published by September 28, 2025.

BOARD OF DIRECTORS ACTION REQUESTED:

A member of the Board of Directors is requested to make one of the following motions:

“Move to accept the Annual Listing of Obligated Projects.”

OR

“Move to accept the Annual Listing of Obligated Projects with the following corrections...”

FY 2025 Annual Listing of Obligated Projects



OZARKS TRANSPORTATION ORGANIZATION
A METROPOLITAN PLANNING ORGANIZATION

Introduction

Each year, the Ozarks Transportation Organization develops a list of all funding obligated during the preceding program year, which runs from July 1 to June 30. This is known as the Annual Listing of Obligated Projects (ALOP). An obligation is a commitment of the federal government's promise to pay for the federal share of a project's eligible cost. This commitment occurs when the project is approved and the project agreement is executed. Obligation is a key step in financing and obligated funds are considered "used" even though no cash is transferred.

Annual Listing of Obligated Projects (ALOP)

The ALOP is a requirement of metropolitan planning areas, per § 450.334:

- (a) In metropolitan planning areas, on an annual basis, no later than 90 calendar days following the end of the program year, the State, public transportation operator(s), and the MPO(s) shall cooperatively develop a listing of projects (including investments in pedestrian walkways and bicycle transportation facilities) for which funds under 23 U.S.C. or 49 U.S.C. Chapter 53 were obligated in the preceding program year.
- (b) The listing shall be prepared in accordance with §450.314(a) and shall include all federally funded projects authorized or revised to increase obligations in the preceding program year, and shall at a minimum include the TIP information under §450.326(g)(1) and (4) and identify, for each project, the amount of Federal funds requested in the TIP, the Federal funding that was obligated during the preceding year, and the Federal funding remaining and available for subsequent years.
- (c) The listing shall be published or otherwise made available in accordance with the MPO(s) public participation criteria for the TIP.

TIP (Transportation Improvement Program)

The TIP is a financially constrained four-year program outlining the most immediate implementation priorities for area transportation projects, carrying out the goals and vision of *Destination 2045*, the OTO's long range transportation plan. It serves to allocate limited financial resources among the various transportation needs of the community and to program the expenditure of federal, state, and local transportation funds. In order to receive federal highway or transit funds, a project must be included in the TIP. The TIP is developed through a collaborative process in which each jurisdiction or federal recipient of transportation funds is given the opportunity to submit projects to be considered for placement in the TIP. No project can receive federal funds unless it appears in the TIP.

Ozarks Transportation Organization (OTO)

The Ozarks Transportation Organization (OTO) is the designated Metropolitan Planning Organization for the Springfield, Missouri Urbanized Area. Metropolitan planning organizations serve to conduct and lead a continuing, cooperative, and comprehensive transportation planning process. In an effort to make the transportation planning process cooperative and collaborative, elected officials from jurisdictions within the urban area and major transportation providers are members of the Ozarks Transportation Organization. The mission of the OTO is to provide a forum for cooperative decision-making in support of an excellent regional transportation system.

The Report

As stated in federal law, the ALOP has a number of required elements. Below is an explanation of each column included in the report.

PROJECT NO

This is the Federal Number assigned to a project when it is entered into the federal financial management system.

JOB NO

This is an ID assigned by MoDOT (Missouri Department of Transportation) for tracking of projects at the state level.

PROJECT DESCRIPTION

Contains a brief description of the project.

COUNTY

County where project is to take place.

SPONSOR

This references the agency responsible for implementing the project.

TIP NUMBER

The OTO assigns each project a unique identifier to track it through the local process. This number is often assigned before the state and federal IDs are known.

TIP YEARS

The TIP is developed annually with a four-year time horizon. This column indicates each edition of the TIP where the project appears. An additional qualifier, like "A1" or "AM2," indicates if the project was part of an amendment or administrative modification to the TIP.

PROGRAMMED YEAR

This lists the actual years when funding was planned to be obligated for the project. The (AC) appearing after certain years indicates the expected year of advance construction conversion. MoDOT uses a federal funding tool called advance construction to maximize the receipt of federal funds and provide greater flexibility/efficiency in matching federal-aid categories to individual projects. Advance Construction (AC) is an innovative finance funding technique, which allows states to initiate a project using non-federal funds, while preserving eligibility for future federal-aid. AC does not provide additional federal funding, but simply changes the timing of receipts by allowing states to construct projects with state or local money and then later seek federal-aid reimbursement.

PREVIOUSLY PROGRAMMED FEDERAL FUNDS

These are the funds that were scheduled to be obligated during or prior to program year 2025.

FUTURE PROGRAMMED FEDERAL FUNDS

These are funds that are estimated to be obligated after program year 2025.

PROGRAM CODE

The program code is associated with the category of federal funding that was obligated for the project. The program code changes with each surface transportation bill and extension. A search of this document (<http://www.fhwa.dot.gov/federalaid/projects.cfm>) will provide information on the source of funding for each program code. As a quick reference, the first letter in the code is related to a particular surface transportation bill. Funding from the FAST Act, the most recent bill, starts with the letter “Z,” MAP-21, starts with the letter “M,” while funding that starts with the letter “L” is from SAFETEA-LU. Some funding is still shown for some older projects as having come from TEA-21 (Q) and from an extension of TEA-21 (H). To learn more about the current surface transportation bill, the Infrastructure Investment and Jobs Act (IIJA), click here - <https://www.transportation.gov/infrastructure-investment-and-jobs-act>. The U.S. DOT website is a good source of information on federal funding programs.

TRANSACTION DATE

This is the date that funding was obligated during the 2025 program year.

FEDERAL FUNDING CHANGE

This is the amount of money either obligated or de-obligated during the 2025 program year. Values shown in the positive are obligations and values shown in the (negative) are de-obligations. Funding is often de-obligated at the end of a project if costs were less than expected. Zero values may be shown for projects that were newly created or closed out in FY 2025, even if funding itself was not obligated.

PREVIOUS ALOP(S) FUNDING CHANGE

This shows all obligations prior to the 2025 program year. Current and past funding changes are shown by Program Code.

REMAINING FUTURE FEDERAL FUNDS

This shows how much money is left to obligate based on the amount of funding programmed in the OTO Transportation Improvement Program. If the project is complete, the amount is left at \$0.00, which is also the case when the obligated amount has maxed the available programmed funding. Generally, this number is determined by subtracting all obligated funding from all programmed funds, regardless of the year in which funding was programmed.

FY 2025 Annual Listing of Obligated Projects

PROJECT NO	JOB NO	PROJECT DESCRIPTION	COUNTY	SPONSOR	TIP NUMBER	TIP YEARS	PROGRAMMED YEAR*	PREVIOUSLY PROGRAMMED FEDERAL FUNDS	FUTURE PROGRAMMED FEDERAL FUNDS	PROGRAM CODE	TRANS DATE	FED FUND CHANGE	PREVIOUS ALOP(S) FUNDING CHANGE	REMAINING FEDERAL FUNDS
00FY823	N/A	2023 ANNUAL CPG AGREEMENT FOR OZARK TRANSPORTATION ORGANIZATION.	CHRISTIAN/GREENE	OTO	OT1901 STBG-U ONLY	2019-2022 A5, 2020-2023, 2022-2025 & SEE FY 2023 UPWP	2022	231,525.00	N/A	20MP	11/1/2024	(35,236.81)	215,123.25	COMPLETE
										Y230	11/1/2024	(8,647.98)	50,782.00	
										Y410	11/1/2024	0.00	29,082.00	
										Y230	11/1/2024	(7,511.49)	30,743.00	
										Z45E	11/1/2024	(53,711.49)	150,743.00	
00FY825	N/A	FY 2025 ANNUAL CPG AGREEMENT FOR THE OZARKS TRANSPORTATION ORGANIZATION (OTO)	CHRISTIAN/GREENE	OTO	OT1901 STBG-U ONLY	2019-2022 A5, 2020-2023, 2022-2025, 2023-2026, 2024-2027, 2025-2028 & SEE FY 2025 UPWP	2024	255,256.00	N/A	Z45E	11/1/2024	(105,708.56)	645,369.75	0.00
										Z3MP	11/1/2024	0.00	52,367.34	
										M450	11/1/2024	0.00	24,139.40	
										M45E	11/1/2024	0.00	77,664.26	
										Y230	11/1/2024	0.00	255,256.00	
										Y410	12/12/2024	319.00	14,988.00	
										Y450	11/1/2024	0.00	495,868.26	
										Z450	11/1/2024	0.00	316,294.08	
										Z77D	11/1/2024	0.00	11,594.66	
										00FY826	N/A	FY 2026 ANNUAL CPG AGREEMENT FOR THE OZARKS TRANSPORTATION (OTO)	CHRISTIAN/GREENE	
M77D	6/17/2025	7,292.25	0.00											
Y230	6/17/2025	268,019.00	0.00											
Y410	6/17/2025	14,987.58	0.00											
Y450	6/17/2025	604,568.71	0.00											
0141027	J8P3096	MO 14, CHRISTIAN CO, ADD LANES, SIDEWALK & PED SIGNAL ON JACKSON ST FROM 16TH ST TO 2 MI E OF RT NN IN OZARK	CHRISTIAN	MODOT	OK1701	2017-2020, 2018-2021, 2019-2022, 2020-2023 A2	2017, 2018, 2019, 2020	3,316,570.00	0.00	Y531	6/17/2025	0.00	2,300.00	COMPLETE
										Z232	6/17/2025	0.00	2,510,007.72	
										Z530	6/17/2025	0.00	57,800.35	
										Z531	6/17/2025	0.00	774,899.65	
										Z531	6/17/2025	0.00	2,300.00	
0141029	J8P3015	MO 14, CHRISTIAN CO; ADD LANES & SIDEWALK, REPLACE SIGNAL ON JACKSON ST AT RTE NN IN OZARK	CHRISTIAN	MODOT	OK1401	2014-2017, 2015-2018 A11, 2017-2020 A2, 2018-2021 AM4, 2019-2022, 2020-2023	2015 (AC), 2016 (AC), 2017, 2018, 2019, 2020	3,807,990.00	0.00	M230	2/6/2025	(55,988.58)	133,014.09	COMPLETE
										Z005	2/6/2025	0.00	1,153,506.00	
										Z240	2/6/2025	(295,813.87)	1,759,919.89	
										Z530	2/6/2025	0.00	12,762.00	
0141032	J8P0588I	MO 14, CHRISTIAN CO, ROADWAY IMPROVEMENTS FROM 32ND RD TO 22ND ST IN OZARK	CHRISTIAN	MODOT	OK1803	2018-2021, 2019-2022, 2020-2023	2018, 2019, 2020	2,968,000.00	0.00	Y001	7/10/2024	0.00	209,436.99	COMPLETE
										Z001	7/10/2024	(87.00)	3,363,094.27	
										Z230	7/10/2024	0.00	130,000.00	
0141035	J8P3206	CHRISTIAN CO, MO 14 E, HIGH FRICTION SURFACE TREATMENT FROM WEST OF CARROLL RD TO WEST OF HILLTOP COURT & AT RICHWOOD RD	CHRISTIAN	MODOT	CC2101	2020-2023, 2022-2025	2021, 2022	240,300.00	0.00	YS30	12/23/2024	(13,357.36)	164,372.85	COMPLETE
										Z001	12/6/2024	(2,842.09)	79,200.00	
0442319	J8S3155	LP 44, GREENE CO; REBUILD PAVEMENT ON CHESTNUT EXPRESSWAY FROM I-44 TO EAST OF BROADVIEW PLACE IN SPRINGFIELD	GREENE	MODOT	GR1906	2019-2022, 2020-2023	2019, 2020, 2021	1,256,000.00	0.00	Z0E1	12/6/2024	(61,886.32)	2,199,900.49	COMPLETE
										Z0E1	12/6/2024	(61,886.32)	2,199,900.49	
0442320	J8I3147	GREENE CO, IS 44, REBUILD PAVEMENT ON THE EASTBOUND LANES AT RT 744 (MULROY RD) INTERCHANGE IN SPRINGFIELD	GREENE	MODOT	GR1905	2019-2022, 2020-2023	2019, 2020, 2021	4,088,700.00	0.00	Z001	8/30/2024	(39,563.91)	129,121.20	COMPLETE
										Z0E1	8/30/2024	236,309.04	4,681,094.09	
0442324	J8S3167	LP 44 E, GREENE, PAVEMENT RESURFACING ON CHESTNUT EXPRESSWAY FROM 0.1 MILE WEST OF BUS. 65 (GLENSTONE AVENUE) TO 0.1 MILE EAST OF EASTGATE AVENUE	GREENE	MODOT	SP2002	2020-2023, 2022-2025, 2023-2026, 2024-2027	2020, 2021, 2022, 2023, 2024	1,169,600.00	0.00	Y001	7/10/2024	1,111,013.52	0.00	25,345.49
										Z001	7/10/2024	32,778.09	462.90	
0442334	J8I3210	IS 44 E, GREENE, JOB ORDER CONTRACTING FOR PAVEMENT REPAIR IN THE OZARKS TRANSPORTATION ORGANIZATION AREA	GREENE	MODOT	MO2204	2022-2025	2022 (AC)	394,200.00	0.00	Y002	3/5/2025	(12.86)	0.00	COMPLETE
										Y002	12/17/2024	93,854.24	0.00	
0442335	J8I3225	IS 44, GREENE CO, PAVEMENT RESURFACING 6 MI W OF RT 266(CHESTNUT EXPRESS)TO RT H(GLENSTONE AVE) IN SPRINGFIELD AND RT 65 SPRINGFIELD .5 MI E OF RT 125	GREENE	MODOT	GR2201	2022-2025, 2023-2026, 2024-2027, 2025-2028	2022, 2023, 2024, 2025	8,747,500.00	0.00	Y001	5/1/2025	81,236.57	117,152.04	5,965,782.19
										Y001	3/20/2025	(243,231.06)	117,152.04	
										Y001	9/13/2024	2,730,260.26	0.00	
										YS30	9/13/2024	0.00	0.00	
										Z0E1	9/13/2024	0.00	96,300.00	
0442337	J8I3044C	IS 44 W, GREENE, ADD LANES FROM RTE. H (GLENSTONE AVENUE) TO RTE. 65 IN SPRINGFIELD	GREENE	MODOT	SP2203	2022-2025, 2023-2026, 2024-2027, 2025-2028	2022, 2023, 2024, 2025	18,286,800.00	0.00	Y001	3/20/2025	(110,076.68)	415,529.17	2,644,026.68
										Y001	9/10/2024	14,817,120.83	0.00	
										Z0E1	9/10/2024	0.00	520,200.00	
0442344	JSU0076	IS 44, GREENE CO, ADD LANES AND REPLACE BRIDGES FROM RT 13 (KANSAS EXPRESSWAY) TO RT H (GLENSTONE AVE) IN SPRINGFIELD	GREENE	MODOT	SP2310	2023-2026, 2024-2027, 2025-2028	2023, 2024, 2025	38,548,113.00	0.00	Y001	4/9/2025	(1,315,038.25)	0.00	21,296,879.51
										Y001	12/10/2024	5,487.80	0.00	
										Y001	9/24/2024	13,861,535.99	0.00	
										Y001	7/23/2024	2,921,263.37	0.00	
										Y301	4/9/2025	(9,947.46)	0.00	
										YS32	9/24/2024	302,006.00	0.00	
										YS32	9/24/2024	50,587.70	0.00	
										Z23E	4/9/2025	(351,773.21)	0.00	
Z23E	12/10/2024	(50,000.61)	0.00											
0442350	JSU0114	IS 44 E, GREENE, SOUND ABATEMENT AT VARIOUS LOCATIONS FROM RTE. 13 (KANSAS EXPRESSWAY) TO RTE. 65 IN SPRINGFIELD	GREENE	MODOT	SP2303	2023-2026, 2024-2027, 2025-2028	2023 (AC), 2024, 2025	3,070,400.00	0.00	Y001	5/5/2025	60,927.43	442,130.18	124,152.71
										Y001	4/17/2025	(379,980.41)	442,130.18	
										Y001	9/13/2024	2,823,170.09	0.00	
0443345	JSU0058	IS 44, GREENE CO, ADD HIGH FRICTION SURFACE TREATMENT ON WESTBOUND LANES IN STRAFFORD, 60 IN SPRINGFIELD, RTS NN AND 125 IN CHRISTIAN CO	#MULTIVALUE	MODOT	MO2309	2023-2026, 2024-2027	2023, 2024	2,474,100.00	0.00	YS30	4/11/2025	1,528,828.00	0.00	932,552.84
										YS31	7/10/2024	12,719.16	0.00	

PROJECT NO	JOB NO	PROJECT DESCRIPTION	COUNTY	SPONSOR	TIP NUMBER	TIP YEARS	PROGRAMMED YEAR*	PREVIOUSLY PROGRAMMED FEDERAL FUNDS	FUTURE PROGRAMMED FEDERAL FUNDS	PROGRAM CODE	TRANS DATE	FED FUND CHANGE	PREVIOUS ALOP(S) FUNDING CHANGE	REMAINING FEDERAL FUNDS
0602072	J8P2381	RTE 60, GREENE CO, SIGNAL IMPROVEMENTS AT RTE 125, 0.20 MI	GREENE	MODOT	RG1201	2012-2015, 2013-2016, 2014-2017, 2015-2018, 2017-2020, 2018-2021	2012 (AC), 2013 (AC), 2014 (AC), 2015 (AC), 2016, 2017, 2018, 2019, 2020, 2021	8,800.00	0.00	Z001	--	0.00	7,648.31	COMPLETE
0602105	J8P3122	US 60, GREENE CO, PAVEMENT IMPROVEMENTS FROM .7 MI E OF BUS 65 (GLENSTONE AVE) TO RT 125	GREENE	MODOT	GR1804	2018-2021, 2019-2022, 2020-2023	2018, 2019, 2020, 2021	620,800.00	0.00	Z001	--	0.00	325,844.75	COMPLETE
										ZS30	--	0.00	52,169.20	
0602109	J8P3032B	US 60 E, GREENE, ADD LANES ON JAMES RIVER FREEWAY, IMPROVE RAMPS FROM NATIONAL AVENUE TO RTE. 65, AND RECONFIGURE INTERCHANGE AT BUS. 65	GREENE	MODOT	SP1907	2019-2022, 2020-2023 A7	2019, 2020, 2021	19,469,600.00	0.00	Y001	2/11/2025	1,038,378.12	0.00	COMPLETE
										YS30	2/11/2025	86,054.06	0.00	
										Z001	2/11/2025	(124,899.78)	12,368,967.09	
										ZS30	2/11/2025	19,010.53	274,102.35	
										ZSE1	--	0.00	995,000.00	
0602110	J8P3122B	US 60 E, GREENE, PAVEMENT RESURFACING FROM HIGHLAND SPRINGS BOULEVARD EAST OF SPRINGFIELD TO WEST OF RTE. 125 IN ROGERSVILLE	GREENE	MODOT	GR1907	2019-2022, 2020-2023, 2022-2025, 2023-2026	2019, 2020, 2021, 2022, 2023	1,812,800.00	0.00	Y001	3/19/2025	(313,995.21)	1,675,438.68	COMPLETE
										Y002	--	0.00	1,025.80	
										YS30	--	0.00	110,061.00	
										Z002	--	0.00	38,699.56	
0651082	J8P0605I	US 65, CHRISTIAN CO; ADD LANES FROM RT CC TO RT 14 IN OZARK	CHRISTIAN	MODOT	CC1901	2022-2025, 2023-2026	2019, 2020 (AC), 2021 (AC), 2022 (AC), 2023	10,302,400.00	0.00	Y001	7/10/2024	12,809,566.09	40,000.00	0.00
										YS30	4/9/2025	132,888.17	0.00	
0651083	J8P0605J	US 65, CHRISTIAN CO; ADD LANES FROM RT 14 TO RT F AND BRIDGE REHAB OVER THE FINLEY RIVER IN OZARK	CHRISTIAN	MODOT	CC1902	2022-2025, 2023-2026	2019, 2020 (AC), 2021 (AC), 2022 (AC), 2023	8,232,800.00	0.00	Y001	--	0.00	48,983.97	1,453,269.65
										Y110	4/16/2025	766,643.36	0.00	
										YS30	--	0.00	260,255.22	
										Z0E1	--	0.00	0.00	
										Z922	--	0.00	5,703,647.80	
0652110	J8P3068C	GREENE CO, US 65, BRIDGE DECK SEALING ON SOUTHBOUND BRIDGE OVER SUNSHINE ST IN SPRINGFIELD	GREENE	MODOT	SP2005	2020-2023 A3	2020	807,200.00	0.00	Z001	9/18/2024	(15,826.42)	463,312.66	COMPLETE
0652114	J8P3164	GREENE CO, US 65, PAVEMENT RESURFACING ON NORTHBOUND LANES FROM NORTH OF I-44 TO RT KK	GREENE	MODOT	GR2003	2020-2023, 2022-2025, 2023-2026, 2024-2027	2020, 2021, 2022, 2023	1,802,400.00	0.00	Y001	7/10/2024	1,198,865.47	0.00	566,825.33
										YS31	7/10/2024	17,790.00	0.00	
										Z001	--	0.00	18,919.20	
0652119	J8I3246	US 65 N, GREENE, BRIDGE REHABILITATIONS NORTHBOUND OVER S. DRY SAC CREEK, REPUBLIC ROAD OVER RTE. 60 IN SPRINGFIELD, RTE. 14 OVER RTE. 65 IN OZARK	CHRISTIAN/ GREENE	MODOT	MO2206	2022-2025, 2023-2026, 2024-2027	2022, 2023, 2024	1,233,600.00	0.00	Y001	--	0.00	20,000.00	541,671.38
										Y908	5/8/2025	671,928.62	0.00	
0652122	JSU0046	US 65 S, GREENE, BRIDGE DECK SEALING OVER COUNTY RD. 197, JAMES RIVER AND RTE. 60 (JAMES RIVER FREEWAY), BUS. 65 (GLENSTONE AVE.) AND NATIONAL AVE	GREENE	MODOT	MO2306	2023-2026, 2024-2027	2023, 2024	2,851,200.00	0.00	Y908	5/13/2025	803,115.29	0.00	2,048,084.71
1601062	J8P3033	US 160, GREENE CO, CAPACITY IMPROVE FROM PLAINVIEW RD IN SPRINGFIELD TO SOUTH OF SOUTH ST IN NIXA	CHRISTIAN/ GREENE	MODOT	NX1704	2017-2020, 2018-2021, 2019-2022, 2020-2023, 2022-2025, 2023-2026, 2024-2027, 2025-2028, 2026-2029	2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028	14,400.00	4,800.00	Z001	1/24/2025	(39,774.84)	116,878.82	COMPLETE
1601073	J8S3168	US 160 E, GREENE, PAVEMENT RESURFACING ON WEST BYPASS FROM RTE. 413 (SUNSHINE STREET) TO NORTH OF RTE. 60 (JAMES RIVER FREEWAY)	GREENE	MODOT	SP2009	2020-2023 AM5	2020, 2021, 2022	620,000.00	0.00	Z001	--	0.00	10,400.00	COMPLETE
										Z0E1	10/17/2024	36,342.88	545,587.52	
1601074	J8P3170	GREENE CO, US 160 E, PAVEMENT RESURFACING FROM I-44 TO RT 413 (SUNSHINE ST)	GREENE	MODOT	SP2008	2020-2023, 2022-2025	2020, 2021, 2022	1,367,200.00	0.00	Y001	--	147,475.17	0.00	COMPLETE
										Z001	--	0.00	24,605.47	
										Z0E1	--	0.00	1,193,935.88	
1602076	J8P3087D	GREENE CO, US 160, ADD INTERSECTION TURN LANES ON WEST BYPASS AT RT 744 (KEARNEY ST) IN SPRINGFIELD	GREENE	MODOT	SP1815	2018-2021 A2, 2019-2022, 2020-2023 A5, 2022-2025	2018, 2019, 2020, 2021, 2022	2,047,200.00	0.00	Z0E1	12/23/2024	12,827.49	802,369.83	COMPLETE
										Z230	12/23/2024	49,295.35	920,880.60	
										Z23E	12/23/2024	(26,449.00)	44,800.00	
4131009	J8S3157	GREENE CO, MO 413, BRIDGE REPLACEMENT, ADD SIDEWALKS, AND ADA TRANS PLAN IMPROVE ON SUNSHINE ST .1M E/O SCENIC AVE TO RT 13 (KANSAS EXPRESSWAY)	GREENE	MODOT	SP1908	2019-2022 A2, 2020-2023, 2022-2025, 2023-2026, 2024-2027	2019, 2020, 2021, 2022, 2023, 2024	5,495,200.00	0.00	Y001	--	0.00	142,903.55	2,315,471.89
										Y110	4/16/2025	2,504,824.56	0.00	
										Z001	--	0.00	261,600.00	
										Z0E1	--	0.00	270,400.00	
5900851	N/A	CITY OF SPRINGFIELD; GREENE CO, RESURFACING OF VARIOUS PRIMARY ARTERIAL, SECONDARY ARTERIAL, AND COLLECTOR STREETS IN SPRINGFIELD ON THE FEDERAL AID SYSTEM	GREENE	SPRINGFIELD	SP2405	2024-2027, 2025-2028	2025	388,500.00	0.00	Y230	10/24/2024	(476,268.40)	3,548,353.60	0.00
5900852	N/A	CITY OF SPRINGFIELD; GREENE CO; SIDEWALK AND INTERSECTION SIDEWALK RAMP IMPROVEMENTS ON VARIOUS PRIMARY ARTERIAL, SECONDARY ARTERIAL, AND COLLECTOR ST	GREENE	SPRINGFIELD	SP2406	2024-2027, 2025-2028	2025	1,165,000.00	0.00	Y230	6/5/2025	(609,928.80)	0.00	630,528.80
											2/5/2025	1,144,400.00		

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5901819	N/A	CITY OF SPRINGFIELD, REPLACE WALNUT ST BRIDGE OVER JORDAN CREEK & INCORPORATE A FUTURE TRAIL UNDER THE BRIDGE.	GREENE	SPRINGFIELD	SP2104	2020-2023 A7, 2022-2025, 2023-2026 A2, 2024-2027, 2025-2028	2021, 2025	3,659,357.00	0.00	Z230	5/1/2025	(231,572.08)	240,000.00	COMPLETE
5901823	N/A	GREEN CO, REPLACEMENT OF BRIDGE #1750227 ON FARM ROAD 175 OVER FARMER'S BRANCH	GREENE	GREENE	GR2105	2022-2025, 2023-2026	2023	520,000.00	0.00	Y230 Z910 Z919	-- -- --	0.00 0.00 0.00	225,906.50 63,865.30 281,917.44	COMPLETE
5901824	N/A	TRAFFIC SIGNAL REPLACEMENTS ON BATTLEFIELD RD AND FORT AVE(INCLUDING FIBER OPTIC INTERCONNECT); CAMPBELL AVE AND BROADMOOR ST; GRANT AVE AND ATLANTIC	GREENE	SPRINGFIELD	SP2202	2022-2025, 2023-2026 AM2, 2024-2027, 2025-2028	2023, 2025	1,200,000.00	0.00	Y230	2/20/2025	1,074,771.00	125,229.00	0.00
5901826	N/A	CITY OF SPRINGFIELD IN GREENE CO, 10' TRAIL ON THE EAST SIDE OF LECOMPT ROAD FROM DIVISION TO KEARNEY	GREENE	SPRINGFIELD	SP2313	2023-2026 A3, 2024-2027, 2025-2028	2025	383,160.00	0.00	Y306	5/20/2025	383,160.00	0.00	0.00
5901827	N/A	CITY OF SPRINGFIELD; GREENE CO; JORDAN CREEK TRAIL THROUGH SMITH PARK; CONSTRUCT MULTI-USE PATH THROUGH SMITH PARK TO DIVISION STREET	GREENE	SPRINGFIELD	EN2410	2024-2027, 2025-2028	2024, 2025	115,242.00	0.00	Y301	7/8/2025 3/13/2025	(25,236.01) 79,725.61	14,800.77	45,951.63
5901829	N/A	CITY OF SPRINGFIELD; GREENE CO; MOUNT VERNON AND MILLER SIDEWALKS; PEDESTRIAN AND ASSOCIATED IMPROVEMENTS ALONG MT VERNON ST AND MILLER AVENUE	GREENE	SPRINGFIELD	EN2412	2024-2027, 2025-2028	2024, 2025	999,621.00	0.00	Y301 Z301 Z3E1	5/1/2025 12/1/2024 5/1/2025 5/1/2025	445,997.55 28,000.00 126,726.28 55,685.96	124,798.92	218,434.29
5901831	N/A	CITY OF SPRINGFIELD; GREENE CO; GRAND STREET TRAIL - CONSTRUCTION OF 10-FOOT-WIDE TRAIL ALONG GRAND STREET BETWEEN KANSAS EXPRESSWAY AND GRANT	GREENE	SPRINGFIELD	EN2314	2023-2026 A3, 2024-2027 A1, 2025-2028	2025	240,000.00	0.00	Y601	9/10/2024	240,000.00	0.00	0.00
5901832	N/A	VARIOUS, VARIOUS; INSTALLATION OF LEVEL 2 EV CHARGERS THROUGHOUT THE OTO AREA, INCLUDING CITY OF NIXA, CHRISTIAN CO, GREENE CO, MISSOURI STATE	GREENE	GREENE	OT2402	2024-2027, 2025-2028, 2026-2029	2026	64,800.00	0.00	Y601	3/11/2025 9/13/2024	(592,800.00) 592,800.00	0.00	64,800.00
5901834	N/A	OZARK GREENWAYS; GREENE CO; ENGINEERING AND DESIGN FOR A 0.5 MILE TRAIL GAP ALONG THE SOUTH CREEK GREENWAY	GREENE	OZARK GREENWAYS	EN2415	2024-2027 A4, 2025-2028 AM5	2025	155,969.00	0.00	Y601	3/20/2025 9/10/2024	4,346.55 128,303.00	0.00	23,319.45
5901836	N/A	OZARK GREENWAYS; GREENE CO; ENGINEERING AND DESIGN OF FASSNIGHT CREEK GREENWAY TRAIL FROM WEST OF PARKVIEW HIGH SCHOOL ON S. THELMA	GREENE	OZARK GREENWAYS	EN2418	2024-2027 A4, 2025-2028 AM5	2025	146,452.00	0.00	Y601	3/20/2025 9/13/2024	36,421.83 135,030.00	0.00	0.00
5901837	N/A	CITY OF SPRINGFIELD; GREENE CO; ENGINEERING AND DESIGN OF THE CONTINUATION OF THE FASSNIGHT CREEK GREENWAY FROM GLENSTONE TO ENTERPRISE NEAR BENNETT	GREENE	SPRINGFIELD	EN2423	2024-2027 A4, 2025-2028	2025	355,200.00	0.00	Y600 Y601	9/16/2024 9/10/2024 4/9/2025 9/16/2024	(351,761.09) 351,761.09 2,159.20 351,761.09	0.00	1,279.71
5901839	N/A	CITY OF SPRINGFIELD, SIDEWALK AND CROSSING IMPROVEMENTS AT THE INTERSECTION OF GLENSTONE AVE. AND SUNSET ST	GREENE	SPRINGFIELD	EN2502	2025-2028 AM 4, 2026-2029	2025, 2026 (AC)	66,604.00	290,915.00	Y601	5/1/2025	66,603.82	0.00	290,915.18
5905812	N/A	TMC SALARIES - OPERATIONS AND MANAGEMENT OF OZARKS TRAFFIC ITS IN THE URBAN SOUTHWEST DISTRICT	GREENE	MODOT	MO2502	2023-2026, 2024-2027, 2025-2028	2025, 2025 (AC)	1,428,000.00	0.00	Y230	8/29/2024	480,000.00	0.00	948,000.00
5905813	JSU0200	CITY OF SPRINGFIELD, GREENE COUNTY, OPERATIONS AND MANAGEMENT OF OZARKS TRAFFIC ITS	GREENE	MODOT	MO2604	2024-2027, 2025-2028, 2026-2029	2026, 2026 (AC)	0.00	1,467,200.00	Y230	6/16/2025	504,000.00	0.00	963,200.00
5910811	N/A	CITY OF SPRINGFIELD, GREENE COUNTY, OPERATIONS AND MANAGEMENT OF OZARKS TRAFFIC ITS	GREENE	MODOT	MO2402	2022-2025, 2023-2026 AM2, 2024-2027	2024, 2024 (AC)	1,216,000.00	0.00	Y230	11/12/2024	23,461.33	358,400.00	834,138.67
5916808	N/A	CITY OF SPRINGFIELD, ADA IMPROVE IN CONJUNCTION W/ OVERLAY NATIONAL AVE BETWEEN KEARNEY ST AND SUNSET ST, BATTLEFIELD RD BETWEEN GOLDEN AVE AND SCENIC	GREENE	SPRINGFIELD	SP2014	2020-2023 A7, 2022-2025, 2023-2026	2023	1,288,000.00	0.00	Y230 Z230	6/5/2025 11/22/2024 --	786.06 158,369.50 0.00	492,319.16 295,001.60	341,523.68
5936804	N/A	OZARK GREENWAYS; GREENE CO; ENGINEERING AND DESIGN OF THE WARD BRANCH GREENWAY TRAIL BETWEEN NATIONAL AVE AND FREMONT AVE	GREENE	OZARK GREENWAYS	EN2416	2024-2027 A4, 2025-2028 A4	2025	76,350.00	0.00	Y601	4/9/2025 9/13/2024	41,799.00 34,551.00	0.00	0.00
5944805	N/A	CITY OF WILLARD; GREENE CO; RESURFACING ON JACKSON ST FROM HIGHWAY 160 TO TOWER ROAD	GREENE	WILLARD	WI2301	2023-2026, 2024-2027, 2025-2028	2024, 2025	357,313.00	0.00	Y230	9/10/2024 7/16/2024	(15,684.84) 342,897.40	14,415.60	15,684.84
6900813	N/A	CITY OF REPUBLIC, GREENE CO; DESIGN & RW ACQUISITION FOR APPROX 1.7 MI OF TRAIL. EXTENSION OF SHUYLER CREEK TRAIL TO ELM ST/FARM RD 182	GREENE	REPUBLIC	EN2010	2020-2023 AM6, 2022-2025, 2023-2026, 2024-2027	2021, 2023, 2024	1,944,848.00	0.00	Y230 Y301 Z230	7/26/2024 7/28/2024 --	177,737.97 1,264,015.09 0.00	0.00 324,125.91 178,969.03	0.00
7441015	J8S3151	GREENE CO, MO 744, BRIDGE DECK SEALING ON MULROY RD OVER I-44	GREENE	MODOT	GR1908	2019-2022, 2020-2023	2019, 2020, 2021	245,600.00	0.00	Z001 Z0E1	-- 12/6/2024	0.00 (35,616.84)	33,714.59 280,717.66	COMPLETE

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7441022	JSU0085	MO 744 E, GREENE, ADD LANES AND MODIFY SIGNALS ON KEARNEY STREET FROM SPRINGFIELD-BRANSON NATIONAL AIRPORT TO LECOMPTTE AVENUE	GREENE	MODOT	SP2307	2023-2026, 2024-2027	2023, 2024	1,817,600.00	0.00	Y001	--	0.00	475,633.61	554,651.63
										YS31	6/5/2025	206,301.02	581,013.74	
9901830	N/A	CHRISTIAN CO; REHAB, WIDING AND REDECKING OF BRIDGE ALONG WITH WIDENING THE APPROACH ROADWAY TO MATCH NEW BRIDGE ON NELSON MILL RD BRIDGE	CHRISTIAN	CHRISTIAN	CC2103	2022-2025, 2023-2026 A6	2023	800,000.00	0.00	Y230	--		400,800.00	COMPLETE
										Z230	--		392,000.00	
9901831	N/A	CITY OF NIXA, CHRISTIAN CO, NORTH MAIN ST WIDENING, SIDEWALKS, & ASSOCIATED IMPROVEMENTS FROM NORTH OF TRACKER TO SOUTH OF RT CC	CHRISTIAN	NIXA	NX2101	2022-2025, 2023-2026 AM4, 2024-2027, 2025-2028	2023, 2024, 2025	1,873,146.00	0.00	Y230	9/18/2024	24,621.46	245,108.32	1,599,206.77
										Z23E	--	0.00	4,209.45	
9901832	N/A	CITY OF NIXA, TRUMAN BLVD IMPROVE, INCLUDING WIDENING, ROUABOUT & SIDEWALKS FROM SE OF HEATHER GLENN TO S OF PEMBROOK & NORTON	CHRISTIAN	NIXA	NX2201	2022-2025, 2023-2026	2023	1,530,550.00	0.00	Y230	--	0.00	1,530,550.00	COMPLETE
9901837	N/A	CITY OF OZARK, CHRISTIAN CO; CONSTRUCT A SECTION OF CHADWICK FLYER TRAIL FROM THE TERMINUS OF EXISTING TRAIL	CHRISTIAN	OZARK	EN2204	2022-2025 AM1, 2023-2026 AM7, 2024-2027	2023, 2024	742,848.00	0.00	Y230	1/29/2025	29,920.27	530,420.24	182,507.49
9901849	N/A	US 65, CHRISTIAN CO, CONSTRUCT A TRAIL PEDESTRIAN CROSSING (BRIDGE) AND APPROACHES OVER US 65 IN THE CITY OF OZARK	CHRISTIAN	OZARK	OK2304	2023-2026 AM6, 2024-2027 AM7, 2025-2028	2024, 2025	2,744,251.00	0.00	Y300	2/11/2025	668,256.26	230,687.54	0.74
											10/30/2024	461,416.49		
											9/18/2024	807,895.97		
										Z23E	10/30/2024	208,093.28	57,671.89	
		9/18/2024	310,228.83											
9901851	N/A	CITY OF OZARK IN CHRISTIAN COUNTY, CONSTRUCT A 10' WIDE MULTIUSE TRAIL TO EXISTING SIDEWALK ALONG PARKVIEW ST	CHRISTIAN	OZARK	OK2302	2023-2026 A3, 2024-2027 A3, 2025-2028	2024, 2025	268,457.00	0.00	Y300	2/5/2025	39,088.00	39,088.45	0.00
											9/13/2024	190,280.55		
9901858	N/A	CITY OF STRAFFORD; GREENE COUNTY; SIDEWALK ALONG ROUTE 00 FROM ROUTE 125 TO JUST EAST OF DOLLAR GENERAL	GREENE	STRAFFORD	ST2302	2023-2026 A4, 2024-2027, 2025-2028	2024, 2025	196,006.00	0.00	Z303	--	0.00	20,782.65	0.00
										Z3E1	5/5/2025	175,223.35	0.00	
9901862	N/A	CITY OF OZARK; CHRISTIAN CO; CHADWICK FLYER PHASE V; CONSTRUCT 10-FT WIDE TRAIL ALONG N 20TH ST IN OZARK FROM BIAGIO TO BIAGIO	CHRISTIAN	OZARK	EN2405	2024-2027 AM7, 2025-2028	2024, 2025	628,800.00	0.00	Y601	2/5/2025	(34,682.77)	42,705.03	228,256.21
											9/18/2024	392,521.53		
9901864	N/A	CITY OF OZARK; CHRISTIAN CO; FINLEY RIVER TRAIL EXTENSION; CONSTRUCT 10-FT WIDE TRAIL UNDER JACKSON STREET, FROM THE FINLEY RIVER TO 9TH STREET, AND F	CHRISTIAN	OZARK	EN2407	2024-2027 AM3, 2025-2028, 2026-2029	2024, 2026	79,508.00	456,582.00	Y601	8/7/2024	79,508.46	0.00	456,581.54
9901867	N/A	GREENE COUNTY PARKS; GREENE CO; LOST HILL GREENWAY BRIDGE; CONSTRUCT NEW BRIDGE TO REPLACE LOW-WATER CROSSING FOR GREENWAY TRAIL AT LOST HILL PARK	GREENE	GREENE COUNTY PARKS	EN2402	2024-2027, 2025-2028 AM1, 2026-2029	2025, 2026	35,120.00	82,280.00	Z301	4/9/2025	24,720.00	0.00	82,280.00
											10/24/2024	10,400.00		
9901875	N/A	CITY OF OZARK; CHRISTIAN CO; ENGINEERING AND DESIGN FOR A PROPOSED TRAIL CONNECTOR FROM THE NORTHEAST SIDE OF THE INTERSECTION AT JACKSON/HWY 14 AND NN	CHRISTIAN	OZARK	EN2419	2024-2027 A4, 2025-2028 A3	2025	9,471.00	0.00	Y600	9/16/2024	(9,470.86)	0.00	0.14
											9/10/2024	9,470.86		
										Y601	9/16/2024	9,470.86	0.00	
9901876	N/A	CITY OF OZARK; CHRISTIAN CO; ENGINEERING AND DESIGN OF THE KALI SPRINGS TRAIL CONNECTOR NEAR FREMONT RD FROM JUST SOUTH OF W. TREVOR TO N. 30TH	CHRISTIAN	OZARK	EN2420	2024-2027 A4, 2025-2028 A3	2025	34,767.00	0.00	Y600	9/16/2024	(25,910.00)	0.00	0.32
											9/10/2024	25,910.00		
										Y601	9/16/2024	34,766.68	0.00	
9901877	N/A	CITY OF OZARK; CHRISTIAN CO; ENGINEERING AND DESIGN OF THE BLUE STEM PHASE I TRAIL ACROSS NORTH OZARK	GREENE	OZARK	EN2421	2024-2027 A4, 2025-2028 AM1	2025	57,811.00	0.00	Y600	9/16/2024	(57,811.23)	0.00	0.00
											9/10/2024	57,811.23		
										Y601	9/16/2024	57,811.23	0.00	
9901878	N/A	CITY OF OZARK; CHRISTIAN CO; ENGINEERING AND DESIGN OF THE WESTERN EXPANSION OF THE FINLEY RIVER TRAIL FROM THE OZARK COMMUNITY CENTER	CHRISTIAN	OZARK	EN2422	2024-2027 A4, 2025-2028 AM1	2025	91,416.00	0.00	Y601	4/1/2025	1,701.69	0.00	0.31
											11/22/2024	89,714.00		
9901883	N/A	GREENE COUNTY, CITY OF BATTLEFIELD, ENGINEERING FOR A TRAIL ON ROUTE FF BETWEEN W. WILLIAM ST. AND ROUTE M	GREENE	BATTLEFIELD	EN2501	2025-2028 AM5	2025	163,679.00	0.00	Y300	6/18/2025	163,679.03	0.00	0.00
B039040	N/A	GREENE CO, BRIDGE REPLACEMENT AND ROADWAY REALIGNMENT FOR BRIDGE 2230071 ON FARM RD 223 OVER LITTLE SAC RIVER	GREENE	GREENE	GR2210	2022-2025 A4, 2023-2026	2023	560,000.00	0.00	Y233	8/21/2024	(4,566.99)	665,633.92	0.00
H32G502	N/A	GREENE CO, BIKE & HELMET PROMO ITEMS	GREENE	MODOT	EN1306	2013-2016 A4	2013	74,990.00	0.00	LU1E	--	0.00	25,192.85	COMPLETE
R116001	N/A	CITY OF SPRINGFIELD, GREENE COUNTY, BRIDGE REPLACEMENT (4075039) ON WALNUT ST. OVER JORDAN CREEK	GREENE	SPRINGFIELD	SP2104	2022-2025, 2023-2026 A2, 2024-2027, 2025-2028	2021, 2025	3,659,357.00	0.00	Y123	1/16/2025	(36,828.19)	0.00	1,467,276.18
											9/13/2024	172,141.63		
										Y233	1/16/2025	(559,788.56)	0.00	
		9/13/2024	2,616,556.74											
S601053	J8P0601B	US 160, GREENE CO, ADD LANES FOR 4-WAY EXPRESSWAY FROM .3 MI W OF COUNTY RD 94 TO .4 MI W OF I-44 & CONSTRUCT J-TURN AT WESTGATE AVE	GREENE	MODOT	GR1701	2017-2020, 2018-2021, 2019-2022	2017, 2018, 2019	8,240,000.00	0.00	Z240	--		9,488,875.36	COMPLETE
										ZS30	7/16/2024	(119.27)	198,897.50	

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S601058	J8P0588	MO 14, CHRISTIAN CO, ROADWAY IMPROVE FROM W OF RT 160 IN NIXA TO EAST OF RT 65 IN OZARK	CHRISTIAN	MODOT	CC1703	2017-2020, 2018-2021, 2019-2022, 2020-2023, 2022-2025, 2023-2026, 2024-2027, 2025-2028, 2026-2029	2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026	52,000.00	8,000.00	Z240	12/23/2024	(0.02)	47,201.03	COMPLETE
S602001	J8P0601C	US 160, GREENE CO, PVMT RESURFACING & ADD ROUNDABOUTS FROM .3 MI W OF RT AB TO CO RD 94 IN WILLARD & ADD LANES FOR 4-LANE EXPRESSWAY	GREENE	MODOT	WH1801	2018-2021, 2019-2022	2018, 2019	6,873,600.00	0.00	Z232	7/9/2024	(105,887.85)	773,479.74	COMPLETE
										Z240	7/9/2024	(431,981.61)	6,392,213.67	
										ZS30	7/9/2024	(2,829.00)	80,670.00	
S603057	J8S3169	GREENE CO, MO 744 W, PAVEMENT RESURFACING ON KEARNEY STREET FROM SPRINGFIELD-BRANSON NATIONAL AIRPORT TO WEST OF RTE. 13 (KANSAS EXPRESSWAY)	GREENE	MODOT	SP2006	2020-2026, 2022-2025, 2023-2026, 2024-2027	2020 (AC), 2021 (AC), 2022 (AC), 2023 (AC), 2024 (AC)	726,400.00	0.00	Y001	7/2/2024	85,929.44	1,224,999.51	0.00
										Y240	--	0.00	24,236.19	
S603067	J8S3153	GREENE CO, RT D E, UPGRADE PED FACILITIES TO COMPLY W/ ADA TRANSITION PLAN ON SUNSHINE ST FROM BUS 65(GLENSTONE AVE) TO BLACKMAN RD IN SPRINGFIELD	GREENE	MODOT	SP1413	2014-2017 A1, 2019-2022, 2020-2023, 2022-2025, 2023-2026, 2024-2027 AM6, 2025-2028, 2026-2029	2014, 2015, 2019, 2020 (AC), 2021 (AC), 2022 (AC), 2023 (AC), 2024 (AC), 2025 (AC), 2026, 2026 (AC)	1,460,800.00	3,374,800.00	Y230	3/13/2025	(125,200.00)	0.00	4,138,922.89
											2/4/2025	125,200.00		
										Y301	3/13/2025	(178,689.86)	0.00	
											2/4/2025	626,000.00		
S603073	J8S3194	GREENE CO, RT ZZ S, ADD ROUNDABOUT ON WILSON'S CREEK BLVD AT COUNTY RD 182	GREENE	MODOT	GR2010	2020-2023 A1, 2022-2025, 2023-2026	2020, 2021, 2022, 2023, 2023 (AC)	1,275,600.00	0.00	Y240	6/5/2025	702,439.45	0.00	0.00
										Y700	--	0.00	141,699.00	
										Z21E	--	0.00	870,000.00	
										Z230	--	0.00	121,258.74	
S603085	J8P3192	LP 44 E, GREENE, UPGRADE PEDESTRIAN FACILITIES TO COMPLY WITH THE ADA TRANSITION PLAN AT VARIOUS LOCATIONS ON LOOP 44, RTE. EE, RTE. YY, OUTER ROAD 65	CHRISTIAN/ GREENE	MODOT	EN2002	2022-2025, 2023-2026, 2024-2027	2020 (AC), 2021 (AC), 2022 (AC), 2023 (AC), 2024 (AC)	3,429,600.00	0.00	Y001	7/26/2024	3,492,003.47	244,359.20	0.00
										Z0E1	--	0.00	120,000.00	
S604033	J8P3229	CHRISTIAN CO, MO 14, PAV PRESERV TREAT - ANTLER RD TO RT M IN NIXA, RT F FROM RIVERDALE RD TO RT65 IN OZARK, & RT DD FRM 125 TO END ST MAIN NEAR STRAFFORD	CHRISTIAN	MODOT	MO2202	2022-2025	2022 (AC)	218,400.00	0.00	Y237	9/18/2024	(2,106.66)	227,320.57	COMPLETE
										Z24E	9/18/2024	(3,391.79)	4,000.00	
S604059	J8P3236	MO 744 E, GREENE, REPLACE SIGNALS ON KEARNEY ST AT MAYFAIR AVE, ON LOOP 44 AT HASELTINE RD, ON EVANS RD AT RTE. 65 RAMPS, ON BUS. 65 AT SEMINOLE ST	GREENE	MODOT	MO2209	2022-2025, 2023-2026, 2024-2027, 2025-2028	2022 (AC), 2023 (AC), 2024 (AC), 2025 (AC)	2,994,400.00	0.00	Y001	4/17/2025	2,675,266.83	0.00	74,333.17
S604064	J8S3238	MO 125 S, GREENE, ADD ROUNDABOUTS AT I-44 RAMPS AND AT CHESTNUT STREET, ADD SIGNAL AT RTE. OO AND ADD TURN LANE FROM WASHINGTON AVENUE TO RTE. OO	GREENE	MODOT	ST2201	2022-2025, 2023-2026, 2024-2027 AM5, 2025-2028	2022 (AC), 2023 (AC), 2024 (AC), 2025, 2025 (AC)	7,587,200.00	0.00	Y230	4/9/2025	29,227.04	0.00	289,866.25
										Y235	4/9/2025	5,928,697.86	600,832.00	
										Y601	9/13/2024	219,600.00	0.00	
										Y608	4/9/2025	29,227.04	0.00	
										Y608	9/13/2024	219,600.00	0.00	
										YS30	4/9/2025	30,150.00	0.00	
										Z232	--	0.00	212,094.78	
										Z2E2	--	0.00	27,905.23	
S604069	J8S3224	LP 44 E, GREENE, PAVEMENT RESURFACING ON CHESTNUT EXPRESSWAY FROM LULLWOOD AVENUE TO SCENIC AVENUE AND FROM EAST OF RTE. 13 (KANSAS EXPRESSWAY) TO 0.1 EAST OF DELAWARE AVENUE	GREENE	MODOT	SP2206	2022-2025, 2023-2026, 2024-2027	2022, 2023, 2024	2,278,400.00	0.00	Y001	7/2/2024	2,244,294.53	0.00	0.00
										Z0E1	7/2/2024	8,312.22	29,600.00	
S604078	J8S0736E	RT CC E, CHRISTIAN CO, RT CC, INTERSECTION IMPROVEMENTS AT 22ND ST IN OZARK	CHRISTIAN	MODOT	OK2202	2022-2025, 2023-2026, 2024-2027, 2025-2028, 2026-2029	2022 (AC), 2023 (AC), 2024 (AC), 2025 (AC), 2026 (AC)	820,000.00	2,600,800.00	M240	7/10/2024	9,743.00	0.00	3,117,600.00
										M24E	7/10/2024	27,926.24	0.00	
										Y240	7/10/2024	171,633.79	0.00	
										Z24E	7/10/2024	93,896.97	0.00	
S604085	J8S3240	CST REPUBLIC ST E, GREENE, BRIDGE REHABILITATION OVER RTE. 60 (JAMES RIVER FREEWAY) 0.5 MILE EAST OF RTE. 13 (KANSAS EXPRESSWAY) IN SPRINGFIELD	GREENE	MODOT	SP2211	2022-2025, 2023-2026, 2024-2027	2022, 2023, 2024	951,200.00	0.00	Y001	7/23/2024	1,000,110.00	55,052.61	0.00
S604089	J8S3156	CRD 127 E, GREENE, BRIDGE IMPROVEMENT ON MELVILLE ROAD OVER I-44 IN SPRINGFIELD	GREENE	MODOT	SP1911	2019-2022 A2, 2022-2025, 2023-2026, 2024-2027 AM4, 2025-2028	2019, 2020, 2021, 2022, 2023, 2024, 2025	4,283,793.00	0.00	Y001	--	0.00	438,950.48	3,435,121.41
										Y230	1/30/2025	409,721.11	0.00	
S604094	J8S3221	CST CHERRY ST, GREEN CO, PAVEMENT RESURFACING, UPGRADE PEDESTRIAN FACILITIES TO COMPLY WITH THE ADA TRANSITION PLAN AND BRIDGE REHABILITATION	GREENE	MODOT	SP2210	2022-2025, 2023-2026	2022, 2023	215,200.00	0.00	Y240	5/30/2025	(23,487.54)	396,299.82	COMPLETE

PROJECT NO	JOB NO	PROJECT DESCRIPTION	COUNTY	SPONSOR	TIP NUMBER	TIP YEARS	PROGRAMMED YEAR*	PREVIOUSLY PROGRAMMED FEDERAL FUNDS	FUTURE PROGRAMMED FEDERAL FUNDS	PROGRAM CODE	TRANS DATE	FED FUND CHANGE	PREVIOUS ALOP(S) FUNDING CHANGE	REMAINING FEDERAL FUNDS
S605002	J8S3245, JJ8S3245	RT J E, CHRISTIAN CO; ADD INTERSECTION TURN LANES AT RTES. CC AND J AND BRIDGE REHABILITATION ON EASTBOUND BRIDGE OVER RTE. 65 IN OZARK	CHRISTIAN	MODOT	OK2203	2022-2025, 2023-2026, 2024-2027, 2025-2028	2022, 2023, 2024, 2025	770,400.00	0.00	Y001	4/4/2025	773,927.13	0.00	0.00
S605022	JSU0054	RT ZZ N, GREENE. ADD BICYCLE AND PEDESTRIAN TRAIL FROM RTE. M TO COUNTY ROAD 182 IN REPUBLIC	GREENE	MODOT	EN2205	2022-2025 AM1, 2023-2026 AM1	2023, 2023 (AC)	1,747,330.00	0.00	L23R M23E Y237 Z230 Z23E Z97Z	-- -- 4/9/2025 -- -- --	0.00 0.00 154,764.68 0.00 0.00 0.00	13,829.74 5,405.83 0.00 23,973.95 4,989.70 1,246,730.00	297,636.10
S605031	J8S0736D, J8S0736H	RT CC E, CHRISTIAN, ADD LANES, SIDEWALK AND SHARED USE PATH FROM FREMONT ROAD TO 22ND STREET IN OZARK	CHRISTIAN	MODOT	OK2301	2023-2026 A3, 2024-2027 A4, 2025-2028	2023, 2024, 2025	1,123,588.00	0.00	M23E	9/23/2024	280,598.84	0.00	842,989.16
S605047	JSU0210	CST WEAVER RD E, GREENE, SCOPING FOR ROADWAY IMPROVEMENTS FROM EAST OF RTE. FF TO CLOVERDALE LANE	GREENE	MODOT	BA2402	2024-2027 A3, 2025-2028, 2026-2029	2024, 2025 (AC), 2026 (AC), 2027 (AC), 2028, 2028 (AC), 2029 (AC)	149,082.00	1,744,640.00	M23E	8/12/2024	197,600.00	80,000.00	1,616,122.00
S605057	JSU0077	RT J S, GREENE, REPLACE BOX CULVERTS SOUTH OF COUNTY ROAD 150 AND SOUTH OF COUNTY ROAD 168	GREENE	MODOT	GR2502	2025-2028, 2026-2029	2025, 2026 (AC), 2027 (AC)	96,000.00	2,040,800.00	Z240	7/31/2024	121,600.00	0.00	2,015,200.00
S605063	JSU0216	CST MAIN ST S, CHRISTIAN, ADD LANES FROM SOUTH OF RTE. CC TO NORTH OF TRACKER ROAD IN NIXA	CHRISTIAN	MODOT	NX2101	2022-2025, 2023-2026 AM4, 2024-2027, 2025-2028	2023, 2024, 2025	1,873,146.00	0.00	Y230	5/20/2025 9/16/2024	(485,679.59) 2,089,336.00	0.00	269,489.59
MO-90-0035	MO-2024-025-01-00	BUS - STATION/STOPS/TERMINALS	GREENE	CITY UTILITIES	CU2303, CU2405, CU2406	2022-2025, 2023-2026, 2024-2027, 2025-2028	2025	131,935.00	0.00	CAPITAL	8/21/2024	61,845.00 66,125.00	0.00	3,965.00
MO-90-4003	MO-2024-028-01-00	OTHER CAPITAL ITEMS (BUS)	GREENE	CITY UTILITIES	CU2403	2022-2025, 2023-2026, 2024-2027, 2025-2028	2025	1,648,000.00	0.00	CAPITAL	8/28/2024	1,600,000.00	0.00	0.00
		OPERATING ASSISTANCE	GREENE	CITY UTILITIES	CU2402	2022-2025, 2023-2026, 2024-2027, 2025-2028	2025	1,716,272.00	0.00	OPERATING	8/28/2024	1,944,417.00	0.00	0.00
		METROPOLITAN PLANNING	GREENE	CITY UTILITIES	CU2404	2022-2025, 2023-2026, 2024-2027, 2025-2028	2025	173,040.00	0.00	PLANNING	8/28/2024	168,000.00	0.00	0.00
MO-16-0040	MO-2024-031-01-00	5310 PROJECTS	GREENE	CITY UTILITIES	CU2205	2022-2025, 2023-2026 A4, 2024-2027, 2025-2028	2024, 2025	458,862.00	0.00	CAPITAL	8/13/2024	105,323.00 167,165.00	0.00	186,374.00
MO-90-X409	MO-2023-019-01-01	OPERATING ASSISTANCE	GREENE	CITY UTILITIES	CU2300	2022-2025, 2023-2026, 2024-2027 AM6, 2025-2028	2024	2,550,992.00	0.00	OPERATING	3/20/2025	35,856.00	3,443,406.00	0.00
MO-34-0036	MO-2025-008-01-00, MO-2025-008-02-00	BUS - ROLLING STOCK	GREENE	CITY UTILITIES	CU2505, CU2607	2023-2026, 2024-2027, 2025-2028, 2026-2029	2025, 2026	924,662.00	385,534.00	CAPITAL	3/27/2025 3/27/2025 3/27/2025 3/27/2025 3/27/2025	175,350.00 283,357.00 312,479.00 50,000.00 50,000.00	0.00	439,010.00

*Note: (AC) indicates Advanced Construction, which means MoDOT funds the project during the initial completion and then requests reimbursement with federal funds at a projected later date.



OZARKS TRANSPORTATION ORGANIZATION
A METROPOLITAN PLANNING ORGANIZATION

This report was prepared in cooperation with the USDOT, including FHWA and FTA, as well as the Missouri Department of Transportation. The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the Missouri Highways and Transportation Commission, the Federal Highway Administration or the Federal Transit Administration.

Ozarks Transportation Organization

2208 W. Chesterfield Boulevard, Suite 101
Springfield, Missouri 65807
(417) 865-3042
(417) 862-6013 Fax
www.OzarksTransportation.org

TAB 2

BOARD OF DIRECTORS AGENDA 09/25/2025; ITEM I.G.

Federal Funds Obligation Status – September 2025

**Ozarks Transportation Organization
(Springfield, MO Area MPO)**

AGENDA DESCRIPTION:

Ozarks Transportation Organization is allocated Urban Surface Transportation Block Grant (STBG-Urban) funds each year through MoDOT from the Federal Highway Administration. OTO has elected to sub-allocate the STBG-Urban funds among the jurisdictions within the MPO area. Each of these jurisdiction's allocations is based upon the population within the MPO area. OTO's balance is monitored as a whole by MoDOT, while OTO staff monitors each jurisdiction's individual balance.

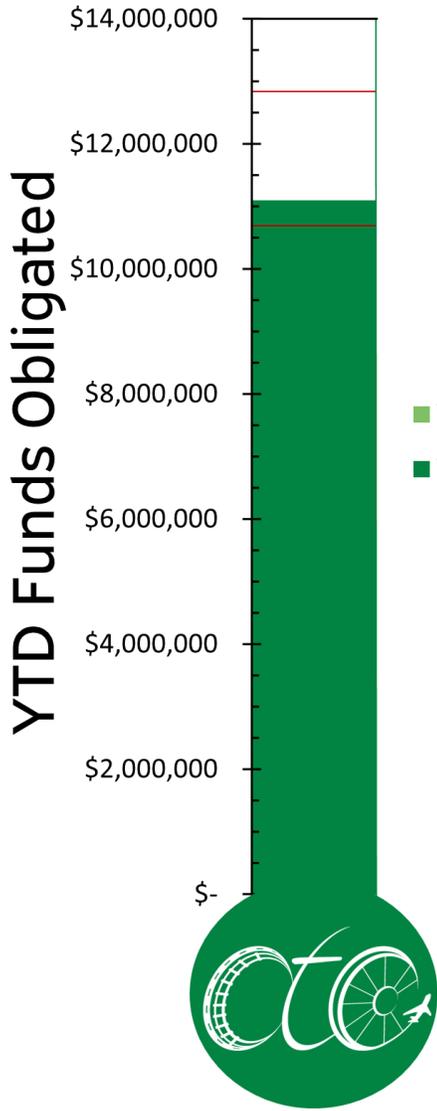
In the past, MoDOT has limited OTO to no more than three years of accumulated funding as a balance. To limit the accumulation of funds and to maximize August redistribution, MoDOT has now established a statewide goal that 100 percent of allocated funds are obligated each year. As of September 15, 2025 **OTO has obligated 103.8% of the FY 2025** annual allocation. Thank you to everyone who has helped move projects forward.

Staff has developed a status report which documents Federal Fiscal Year obligations to date, as well as the amount that needs to be obligated by the end of the Federal Fiscal Year in order to not be rescinded by MoDOT.

BOARD OF DIRECTORS ACTION REQUESTED:

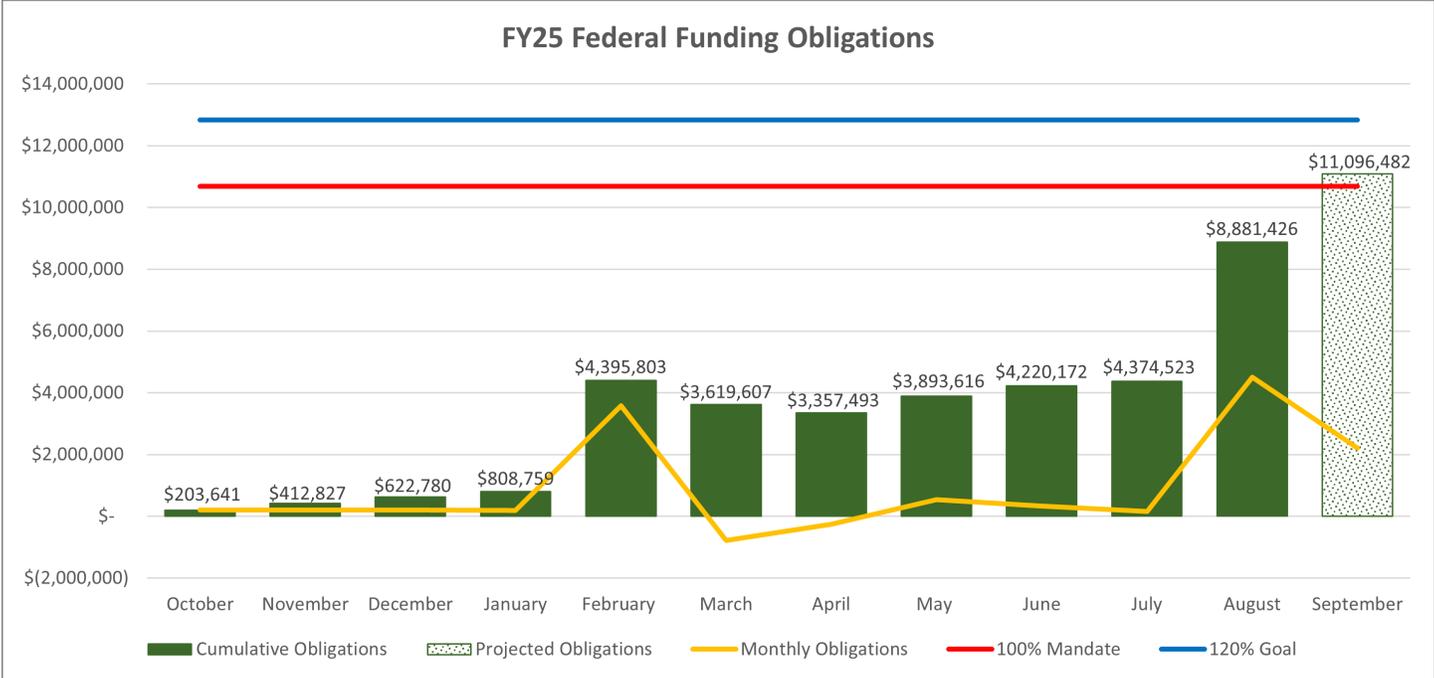
No official action is requested, however, OTO is requesting each jurisdiction review the report for any inaccuracies or changes in project status and advise staff.

FY 2025 Project Tracking



FY 25 Beginning Balance	\$11,972,230
120% Target	\$12,830,792
100% Mandate	\$10,692,327
YTD Obligations	\$11,096,482
Federal FY25 Percent Obligated	103.8%

Thank you to everyone for your dedication in helping the OTO region successfully meet its Federal Fiscal Year 2025 obligation mandate. As of 9/15/25, we have obligated approximately 103.8% of our annual allocation, ensuring that no federal funds are lost.



Federal Funds Balance Report

FY 2025 Status

FY 2024 Ending Balance inc. Correction	All Funds	1,279,903.33
FY 2025 Allocations (100%)	All Funds	10,692,327.00
FY 2025 Obligations/Deobligations	All Funds	(11,096,482.27)
Balance as of 9/10/2025	All Funds	875,748.06
Pending Obligations/Deobligations		#REF!
Pending Balance		#REF!

List of FY 2025 Obligations/Deobligations

9900766 Correction	TAP	44,555.65
9901867 Lost Hill Park Bridge ENG	TAP	(10,400.00)
5900851 Pavement Resurfacing	STBG-U	476,268.40
9901849 Chadwick Flyer Overpass	STBG-U	(208,093.28)
9901849 Chadwick Flyer Overpass	TAP	(461,416.49)
00FY823 OTO Operations	STBG-U	62,359.47
5910811 TMC Salaries 2024	STBG-U	(23,461.33)
9901878 Finley River Trail West	CRP	(89,714.00)
5916808 ADA Sun., Nat'l, B.field	STBG-U	(158,369.50)
0442344 I-44 Kansas to Glenstone	STBG-U	50,000.01
5901829 Mt. Vernon/Miller Sidewalks	TAP	(28,000.00)
1602076 Kearney and West Bypass	STBG-U	26,449.00
1602076 Kearney and West Bypass	STBG-U	(49,295.35)
S604089 Melville over I-44	STBG-U	(409,721.11)
9901837 Chadwick Flyer Phase II	STBG-U	(29,920.27)
9901862 Chadwick Phase V	CRP	34,682.77
S603067 E. Sunshine SW	STBG-U	(125,200.00)
5900852 ADA Improvements	STBG-U	(1,144,400.00)
9901851 Chadwick Flyer Spur to OHS	TAP	(39,088.00)
0652084/S603067 E. Sunshine SW	TAP	(626,000.00)
0141029 Jackson and NN	STBG-U	55,988.58
9901849 Chadwick Flyer Overpass	TAP	(668,256.26)
5901824 TMC Signal Replacements	STBG-U	(1,074,771.00)
5901832 EV Chargers	CRP	592,800.00
S603067 E. Sunshine SW	STBG-U	125,200.00
S603067 E. Sunshine SW	TAP	178,689.86
5901834 South Creek ESC	CRP	(4,346.55)
5901836 Fasnigh ESC	CRP	(36,421.83)
5901827 Jordan Creek Smith Park	TAP	(79,725.61)
9901878 Finley River Trail West	CRP	(1,701.69)
5901837 Bennett ESC	CRP	(2,159.20)
5936804 Ward Branch ESC	CRP	(41,799.00)
0442344 I-44 Kansas to Glenstone	STBG-U	351,773.21
S604064 Strafford 125 West SW	STBG-U	(29,227.04)
9901867 Lost Hill Park Bridge ENG	TAP	(24,720.00)
0442344 I-44 Kansas to Glenstone	TAP	9,947.46
5901829 Mt. Vernon/Miller Sidewalks	TAP	(628,387.79)
9901858 Route OO East Sidewalks	TAP	(175,223.35)
5901819 Walnut St. Bridge	STBG-U	231,572.08
5901839 South Crk at Glenstone	CRP	(66,603.82)
S605063 N. Main Street	STBG-U	485,679.59
5901826 LeCompte Trail	TAP	(383,160.00)
5916808 ADA Sun., Nat'l, B.field	STBG-U	(786.06)
5900852 ADA Improvements	STBG-U	609,928.80
00FY826 UPWP FY 2026	STBG-U	(268,019.00)
5905813 FY 2026 TMC Staff	STBG-U	(504,000.00)
9901883 WC Trail and FF Phase 2	TAP	(163,679.03)
5901822 Chadwick Flyer Phase III	STBG-U	189,843.63
5901827 Jordan Creek Smith Park	TAP	25,236.01
9901863 Ozark Downtown Sidewalks	Ozark	(226,165.00)
S604089 Melville over I-44	STBG-U	(21,767.61)
5901834 South Creek ESC	CRP	(23,319.45)
9901881 US 160 Trail Underpass	TAP	(98,178.65)
9901884 Route 66 Trail Phase 3	CRP	(215,271.40)
5901830 South Ck Fremont/Glenstone	CRP	(644,270.00)
5901839 South Creek at Glenstone	CRP	(250,555.73)
5919806 Grant Avenue Viaduct	STBG-U	(2,022,338.86)
5901838 MLK Jr. Bridge	STBG-U	(935,284.00)
9901864 Finley River Trail Extension	CRP	(439,183.43)
S604074 MM Shared Use Path/Underpass	TAP	(346,864.00)
5901842 Springfield Intersection Engineerir	STBG-U	(395,956.47)
5901841 Bennett-Nat to Glenstone	STBG-U	(348,871.00)
9900905 21st & 22nd St. ENG	STBG-U	(32,423.86)
9901860 Nixa Multi-Use Path	TAP	(27,447.33)
9901860 Nixa Multi-Use Path	STBG-U as TAP	(564,733.33)
9901838 N. Old Orchard	STBG-U	(481,362.00)
9901864 Finley River Trail Extension	CRP	(17,398.11)
Amount subtracted from balance		(11,096,482.27)

MODOT MANDATED MINIMUM

FY 2025 Allocations @ 100%	All Funds	10,692,327.00
FY 2025 Obligations/Deobligations	All Funds	(11,096,482.27)
100% Goal Obligations Remaining	All Funds	(404,155.27)

MODOT MANDATED GOAL

FY 2025 Allocations @ 120%	All Funds	12,577,287.60
FY 2025 Obligations/Deobligations	All Funds	(11,096,482.27)

TAB 3

BOARD OF DIRECTORS AGENDA 09/25/2025; ITEM II.A.

Federal Fund Carryover Letter

**Ozarks Transportation Organization
(Springfield, MO Area MPO)**

AGENDA DESCRIPTION:

All federal transportation funds are administered through the Missouri Department of Transportation, except any competitive USDOT discretionary grants. MoDOT is charged with ensuring that the transportation funds allocated to Missouri are spent to avoid any loss of funding. Unfortunately, all funds are considered together regardless of source or metropolitan area.

The Infrastructure and Investment Jobs Act included a historically large amount of transportation funding. Much of the funding was discretionary and a great deal of funding was set aside for TIFIA loans. Neither of these funds have spent the required funds which is making additional funding available to states. If a state can use the total amount allocated for a given year, then it is allowed to request the use of funding in future years. Due to inflation, accelerating the expenditure of funds can result in lower project costs over time. Missouri has traditionally always spent the annual allocation plus accelerated funding made available.

Undoubtedly it is in the best interest of Missouri to spend as much of the funding made available as soon as possible. Since all the funding is included together, the funds allocated to the Transportation Management Areas, including OTO needs to be spent.

As such MoDOT amended the long-term policy that allowed for three years' worth of carryover funding for funding allocated to the Springfield, St. Louis and Kansas City areas. This includes the STBG, TAP and CRP funds. The new policy requires each year of funding to be spent in the year it is allocated with a goal of no carryover balance. The OTO area is allocated approximately \$10.5 million each year and is projected to have a carryover balance of less than \$1 million at the end of this fiscal year. However, we are concerned going forward that it will be difficult to spend exactly the annual allocation each year. Many of our smaller jurisdictions need to accumulate a few years of funds to afford a project. Project delays are inevitable as we continue to see difficulties in navigating the environmental clearances and right-of-way acquisition processes.

The best solution is for Congress to act to uncouple the state and local funds and to remove the local funds from the oversight of the state. The current law allows for four years to spend federal transportation funds, but the way the funding is obligated by state makes it difficult to accumulate. In the meantime, staff propose that the Board of Directors send a letter to the Missouri Highway Commission requesting that small carryover balances be allowed and that any partnership project be allowed to accrue beyond the requested carryover.

Please review the attached letter for more information.

BOARD OF DIRECTORS ACTION REQUESTED:

A member of the Board of Directors is requested to make one of the following motions:

“Move to authorize the letter to the Missouri Transportation and Highway Commission as written.”

OR

“Move to authorize the letter to the Missouri Transportation and Highway Commission with the following changes”



OZARKS TRANSPORTATION ORGANIZATION
A METROPOLITAN PLANNING ORGANIZATION

2208 W. CHESTERFIELD BOULEVARD, SUITE 101, SPRINGFIELD, MO 65807 PHONE: 417-865-3047

September 25 ,2025

Missouri Highway and Transportation Commission
PO Box 270
Jefferson City, MO 65102

Dear Commission,

In Missouri we pride ourselves on working together. At the Ozarks Transportation Organization (OTO), we feel a sense of ownership in the state-owned transportation network and want to see success for all partners in delivering projects in a timely and cost-effective manner. We are proud to be partners to MoDOT and our local agencies in advancing transportation in Missouri.

Prior to 2024, the MoDOT Policy allowed TMA suballocated balances to accrue to no more than 3 years of annual funding. In addition, any amounts programmed in a MoDOT cost share were removed from the accrual calculation. A new policy was implemented in 2024 that made big changes with the purpose of reducing carryover balances. OTO rose to the challenge and obligated over 100% of the annual allocation for each of the last two years.

We have learned a great deal over the past two years and appreciate the value of spending funds expeditiously. The primary impediment to the timely expenditure of federal funds is the state administered federal aid process which covers everything from procurement and design to environmental, right of way acquisition and project delivery. MoDOT and FHWA have programmatic agreements that govern processes that local agencies are held to without having input. We would request going forward, as new agreements are negotiated, local partners are consulted for process enhancements and reduced regulatory burdens.

As stated earlier, we value partnership and any threat to funding for Missouri transportation is considered a local problem, not only a state problem. As such, at OTO we have worked tirelessly to ensure that funds allocated to us are spent as quickly as possible. We have hired a transportation engineer to provide project management services, to address questions and to monitor project progress. We have encouraged faster project delivery so frequently that we have a reputation for asking the impossible. Working with local government agencies and consultants to deliver projects with accelerated timelines has resulted in spending down federal aid balances.

We appreciate the work that MoDOT staff have devoted to the acceleration of our local projects and recognize that the progress we have made is only because of their willingness to find unconventional solutions and advocate on our behalf with other agencies. It has been inspiring to watch the teamwork.

Even with all the teamwork, we will at times find ourselves with project delays beyond our control. Almost every project experiences environmental review delays. We are hopeful that federal reforms will assist in the long term. However, in the short term we would like to request revisions to the new policy



OZARKS TRANSPORTATION ORGANIZATION
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affecting TMA carryover balances to consider partnering projects and allow for carryover funding. We would like to recommend that a new policy be developed to include the following:

- 1) Up to 50% of the annual apportionment shall be allowed to accrue for Transportation Management Areas as determined by the FHWA annual notices.
- 2) Any amount programmed in a MoDOT administered project should be excluded from the allowed carryover balance. For example, I-44 aesthetics and the MM trail underpass where STBG funds were added to enhance a MoDOT STIP project should never be subject to rescission as MoDOT determines the timeline of obligation for the projects.
- 3) Any approved statewide cost share project funding amounts be allowed to accrue in addition to the 50% annual allocation.
- 4) If the maximum accrual is exceeded, the district office should be allowed to work with TMA staff to select a priority project for project programming and the district staff would be allowed to work to reallocate the funding to a future partnership project as appropriate including aesthetics, trail or ADA/sidewalk improvements.
- 5) When new federal transportation legislation is passed, there will likely be changes to programs and funding amounts as well as a lag time for federal guidance to be issued. This delay should be anticipated, and additional allowances should be given to implement changes.

Thank you for your consideration and again we value our partnership and appreciate the excellent transportation system that you are supporting in Missouri.

Sincerely,

John Russell
Chairman, Ozarks Transportation Organization
Greene County Commissioner

Jerry Compton
Member
Board of Directors Citizen-at-Large

Travis Cossey
Vice-Chair, Ozarks Transportation Organization
Nixa Director of Utilities & Public Works

Brian Weiler
Member
Springfield-Branson Nat'l Airport Director

Derek Lee
Past Chair, Ozarks Transportation Organization
Springfield City Council

Eric Johnson
Treasurer, Ozarks Transportation Organization
Ozark City Administrator

TAB 4

BOARD OF DIRECTORS AGENDA 09/25/2025; ITEM II.B.

2026 Legislative Priorities

**Ozarks Transportation Organization
(Springfield, MO Area MPO)**

AGENDA DESCRIPTION:

Annually, the OTO establishes a list of Legislative Priorities for use when communicating with area legislators. It proves to be very valuable and is well received.

Included for member review and input is a draft list of priorities for 2026.

BOARD OF DIRECTORS ACTION REQUESTED:

A member of the Board of Directors is requested to make one of the following motions:

“Move to adopt the 2026 Legislative Priorities.”

OR

“Move to adopt the 2026 Legislative Priorities with the following changes...”

OTO 2026 Federal Legislative Priorities

The Ozarks Transportation Organization supports

- Continued Investment in the I-44 Corridor to improve freight movement, enhance safety and improve congestion in the state of Missouri.
- Additional transportation infrastructure funding to support the OTO Priorities which include safety and congestion relieving projects, as well as bicycle and pedestrian infrastructure to support the continued development of a healthy region.
- Continued streamlining of the environmental review processes including one federal decision and reductions in authorization decision timelines to extend to Environmental Assessments as well as Environmental Impact Statements.
- Granting MPO's direct recipient status for federal funds allowing for a direct funding relationship between the federal government and MPOs.
- Shifting discretionary funding to formula funding through an equitable formula to metropolitan areas resulting in a more predictable funding distribution.
- Clarifying federal regulations to ensure funds suballocated to MPOs are available for obligation throughout for four federal fiscal years as outlined in 23 USC 118.b.
- Reduction in match requirements for all federal funds.

OTO 2025 State Legislative Priorities

The Ozarks Transportation Organization supports

- Reappropriation of any unspent/restricted funds from the state appropriation of \$6 million to provide for four lanes on state Highway MM from I-44 to US 360.
- Funding a new round of Governors Cost Share for locally owned transportation facilities using state funds for additional partnership opportunities between local governments and the private sector.
- Continued investment in the I-44 Corridor to improve freight movement, enhance safety and improve congestion in the state of Missouri.
- Increased funding for multimodal transportation to include rail crossings, aviation, transit, sidewalk, and trail funding.

OTO Priorities for MoDOT

- Missouri should make federal urban area sub-allocated funding available for obligation for four federal fiscal years as outlined in federal law 23 USC 118.b.

TAB 5

BOARD OF DIRECTORS AGENDA 9/25/2025; ITEM II.C.

Amendment Number One to the FY 2026-2029 Transportation Improvement Program

**Ozarks Transportation Organization
(Springfield, MO Area MPO)**

AGENDA DESCRIPTION:

There is one item included as part of Amendment Number One to the FY 2026-2029 Transportation Improvement Program.

1. *Revised* I-44 Safety Project (MO2521)
MoDOT has requested to consolidate this project with the broader design-build project from Joplin to Conway. The project description, MoDOT Job Number, and programming information has been updated, as well as the revenue projections for MoDOT to account for the larger project.

TECHNICAL PLANNING COMMITTEE ACTION TAKEN:

At a special E-meeting held on September 10, 2025, the Technical Planning Committee recommended the Board of Directors approve Amendment 1 to the FY 2026-2029 Transportation Improvement Program.

BOARD OF DIRECTORS ACTION REQUESTED:

A member of the Technical Planning Committee is requested to make one of the following motions:

“Move to approve Amendment 1 to the FY 2026-2029 Transportation Improvement Program.”

OR

“Move to approve Amendment 1 to the FY 2026-2029 Transportation Improvement Program, with these changes...”

MO2521-26A1 - I-44 SAFETY PROJECT

Plan Revision 26A1	Section Sponsored by MoDOT	Project Type System Improvement	Lead Agency MoDOT
County Greene County	Municipality Springfield, Strafford	Status Programmed	Total Cost \$508,173,000
MoDOT ID ST0089	Federal ID -	Project From Joplin	Project To Conway

Project Considerations
-

Project Description
Safety, capacity and pavement at various locations from Joplin to Conway.

Funding Source Notes
Non-Federal Funding Source: SFY 2025 Special General Revenue Funds

PHASE	FUND SOURCE	PRIOR	FY2026	FY2027	FY2028	FY2029	FUTURE	TOTAL
Engineering	MoDOT	\$911,000	\$26,639,000	-	-	-	-	\$27,550,000
Engineering	NHPP (FHWA)	\$1,234,000	\$7,417,000	-	-	-	-	\$8,651,000
Total Engineering		\$2,145,000	\$34,056,000	-	-	-	-	\$36,201,000
ROW	MoDOT	-	\$7,800	-	-	-	-	\$7,800
ROW	NHPP (FHWA)	-	\$15,200	-	-	-	-	\$15,200
Total ROW		-	\$23,000	-	-	-	-	\$23,000
Construction	MoDOT	-	\$427,027,400	-	-	-	-	\$427,027,400
Construction	NHPP (FHWA)	-	\$44,921,600	-	-	-	-	\$44,921,600
Total Construction		-	\$471,949,000	-	-	-	-	\$471,949,000
Total Prior Costs		\$2,145,000	-	-	-	-	-	\$2,145,000
Total Programmed		\$2,145,000	\$506,028,000	-	-	-	-	\$508,173,000



CURRENT CHANGE REASON	Schedule / Funding / Scope- Update Changes in a project's total programmed amount greater than 25% (or any amount greater than \$2,000,000)
PROJECT CHANGES	<p>Description changed from "Safety and capacity improvements Rte. 160 to Rte. 125, improvements at Rte. 13, rehabilitate Rte. EE over I-44, WB pavement rehabilitation 2.1 miles to 0.7 mile EO Rte. 125, pavement resurfacing 9.5 miles to 1.1 miles EO Rte.125." to "Safety, capacity and pavement at various locations from Joplin to Conway."</p> <p>ID changed from "MO2521-25A3" to "MO2521-26A1"</p> <p>Plan Revision Name changed from "26Adopted" to "26A1"</p>
FUNDING CHANGES	<p>MoDOT</p> <ul style="list-style-type: none"> + Increase funds in FY 2026 in ENG from \$5,476,000 to \$26,639,000 + Increase funds in FY 2026 in ROW from \$3,800 to \$7,800 + Increase funds in FY 2026 in CON from \$163,870,400 to \$427,027,400
FEDERAL PROJECT COST	Stays the same \$53,587,800
TOTAL PROJECT COST	Increased from \$223,849,000 to \$508,173,000 (127.02%)

REVENUE

Revenue Source	Carryover	2026	2027	2028	2029	Total
MoDOT State/Federal	\$23,867,000	\$564,392,000	\$36,997,000	\$45,133,000	\$45,862,000	\$716,251,000
RAISE	\$24,822,313	\$0	\$0	\$0	\$0	\$24,822,313
SS4A	\$1,152,000	\$0	\$0	\$0	\$0	\$1,152,000
Suballocated STBG-U	\$5,628,795	\$8,251,401	\$8,416,429	\$85,848	\$8,756,453	\$31,138,926
Suballocated TAP	\$1,662,371	\$1,786,840	\$1,703,775	\$1,737,851	\$1,772,608	\$8,663,445
Suballocated CRP	\$1,650,174	\$984,404	\$1,004,092	\$1,024,174	\$1,044,657	\$5,707,501
Aviation - FAA	\$0	\$25,474,500	\$11,745,000	\$3,000,000	\$8,051,000	\$48,270,500
FTA 5307	\$2,486,536	\$3,950,171	\$4,029,174	\$4,109,757	\$4,191,952	\$18,767,590
FTA 5310	\$823,914	\$419,117	\$427,499	\$436,049	\$444,771	\$2,551,350
FTA 5339	\$324,432	\$330,921	\$3,563,139	\$344,290	\$351,176	\$4,913,958
Transit MO HealthNet Contract	\$0	\$45,000	\$45,000	\$45,000	\$45,000	\$180,000
Transit State Operating Funding	\$43,500	\$153,415	\$153,415	\$153,415	\$153,415	\$657,160
CU Transit Utility Ratepayers	\$7,447,745	\$7,284,226	\$8,063,689	\$7,024,039	\$7,722,024	\$37,541,723
CU Transit Farebox, Ads, Rent	\$955,000	\$955,000	\$955,000	\$955,000	\$955,000	\$4,775,000
Human Service Agencies		\$57,629	\$58,781	\$59,957	\$61,156	\$237,523
TOTAL	\$70,863,780	\$614,084,624	\$77,161,993	\$64,108,380	\$79,411,212	\$905,629,989

LOCAL PUBLIC AGENCY CAPACITY

LPA Capacity	2026	2027	2028	2029	Total
CART All Jurisdictions (Projected)	\$21,185,583	\$21,185,583	\$21,185,583	\$21,185,583	\$84,742,330
O&M (637.42 miles * \$6,299/mile)	(\$4,015,109)	(\$4,115,487)	(\$4,218,374)	(\$4,323,833)	(\$16,672,803)
TIP Programmed Funds All Jurisdictions	(\$11,813,428)	(\$3,396,523)	(\$1,149,004)	(\$220,567)	(\$16,579,522)
Other Committed Funds All Jurisdictions	\$57,515,582	\$57,515,582	\$57,515,582	\$57,515,582	\$230,062,328
TOTAL	\$62,872,628	\$71,189,155	\$73,333,787	\$74,156,765	\$281,552,334

	Carryover	2026	2027	2028	2029	Total
System Operations Local	\$7,940,165	\$7,940,165	\$7,732,025	\$7,732,025	\$8,423,720	\$39,768,100
System Maintenance Local	\$411,876	\$41,200	\$195,700	\$195,700	\$201,571	\$1,046,047
Local Programmed O&M	--	(\$16,333,406)	(\$7,927,725)	(\$7,927,725)	(\$8,625,291)	(\$40,814,147)
Carryover	\$8,352,041	\$8,352,041	\$0	\$0	\$0	\$0
Additional O&M Costs	\$0	\$0	\$0	\$0	\$0	\$0

FINANCIAL CONSTRAINT

FHWA Sponsored Projects

Fund Type	Programmed (2026)	Programmed (2027)	Programmed (2028)	Programmed (2029)
FEDERAL				
BRO (FHWA)	\$36,000	\$36,000	\$36,000	\$36,000
CRP (FHWA)	\$1,563,899	\$0	\$0	\$0
I/M (FHWA)	\$135,000	\$0	\$0	\$0
NHPP (FHWA)	\$61,886,600	\$11,379,200	\$28,394,400	\$35,775,200
RAISE	\$24,822,313	\$0	\$0	\$0
SAFETY (FHWA)	\$3,931,000	\$262,800	\$262,800	\$81,000
SCRIP (FHWA)	\$68,000	\$0	\$0	\$0
SS4A (FHWA)	\$1,152,000	\$0	\$0	\$0
STBG (FHWA)	\$23,176,000	\$0	\$0	\$0
STBG-U (FHWA)	\$15,623,504	\$4,054,669	\$4,034,881	\$846,266
TAP (FHWA)	\$2,168,164	\$134,836	\$0	\$0
Federal Subtotal	\$134,562,480	\$15,867,505	\$32,728,081	\$36,738,466
STATE				
MoDOT	\$465,903,066	\$8,609,000	\$9,197,400	\$9,365,400
MoDOT-AC	\$13,753,203	\$21,718,000	\$7,078,400	\$442,400
MoDOT O&M	\$6,593,919	\$6,745,579	\$6,900,728	\$7,059,444
State Subtotal	\$486,250,188	\$37,072,579	\$23,176,528	\$16,867,244
LOCAL/OTHER				
Local	\$7,318,707	\$3,396,523	\$1,149,004	\$220,567
Local-AC	\$4,494,721	\$0	\$0	\$0
Other	\$100,000	\$0	\$0	\$0
Local/Other Subtotal	\$11,913,428	\$3,396,523	\$1,149,004	\$220,567
Total	\$632,726,096	\$56,336,607	\$57,053,613	\$53,826,277

	Prior Year	FY 2026	FY 2027	FY 2028	FY 2029	TOTAL
Available State and Federal Funding	\$23,867,000	\$564,392,000	\$36,997,000	\$45,133,000	\$45,862,000	\$716,251,000
Federal Discretionary Funding	\$25,974,313	\$0	\$0	\$0	\$0	\$25,974,313
Available Operations and Maintenance Funding	\$0	\$6,593,919	\$6,745,579	\$6,900,728	\$7,059,444	\$27,299,671
Funds from Other Sources (inc. Local)	\$0	\$11,913,428	\$3,396,523	\$1,149,004	\$220,567	\$16,679,522
Available Suballocated Funding	\$8,941,340	\$11,022,645	\$11,124,296	\$2,847,873	\$11,573,718	\$45,509,872
TOTAL AVAILABLE FUNDING	\$58,782,653	\$593,921,992	\$58,263,398	\$56,030,605	\$64,715,729	\$831,714,378
Carryover		\$58,782,653	\$19,978,549	\$21,905,340	\$20,882,332	--
Programmed State and Federal Funding		(\$632,726,096)	(\$56,336,607)	(\$57,053,613)	(\$53,826,277)	(\$799,942,594)
TOTAL REMAINING	\$58,782,653	\$19,978,549	\$21,905,340	\$20,882,332	\$31,771,784	\$31,771,784

TAB 6

BOARD OF DIRECTORS AGENDA 09/25/2025; ITEM II.D.

FY2026 Operational Budget Amendment Two

**Ozarks Transportation Organization
(Springfield, MO Area MPO)**

AGENDA DESCRIPTION:

The Ozarks Transportation Organization (OTO) maintains an operational budget that is comprised of the various grant budgets. An amendment is proposed to add the Ward Branch Greenway Trail project to the OTO Annual Operational Budget Class 610 Carbon Reduction Program (CRP) Trail Projects for FY2026.

Proposed Budget Amendment:

Class 610 – CRP Trail Projects

The OTO is looking to partner with the City of Springfield by providing project management for the construction of the Ward Branch Greenway Trail (between National and Fremont avenues). This project is not currently in the OTO's CRP Trail Projects budget. The City of Springfield was previously awarded \$397,348 in federal CRP funds and will be contributing \$99,337 in local match for the project. The CRP funds would come to the OTO instead of the City of Springfield for the construction project upon successful execution of the Intergovernmental Cooperative Agreement (ICA) with the City of Springfield. The ICA and construction contract are additional items on this board agenda.

The following additions are part of the budget amendment.

The following Revenue has been added to Class 610 (CRP Trail Projects):

- Carbon Reduction Program funds - \$397,348
- Local Match Reserves - \$99,337 (local match will be invoiced to the City of Springfield with executed Intergovernmental Cooperative Agreement (ICA)).

The following Expense has been added:

- Transportation Consultants - \$496,685

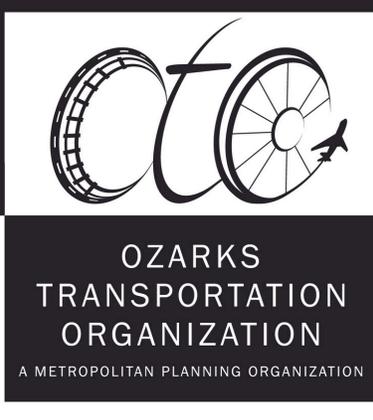
BOARD OF DIRECTORS ACTION REQUESTED:

A member of the Board of Directors is requested to make one of the following motions:

“Move to approve the FY2026 Operational Budget Amendment #2.”

OR

“Move approve the FY2026 Operational Budget Amendment #2 with the following changes...”



YEAR 2026

Annual Budget

July 1, 2025 to June 30 2026

BOD Adopted May 15, 2025

Amendment 1 BOD Adopted July 17, 2025

Amendment 2 BOD Adopted September ____, 2025

www.ozarkstransportation.org



Carbon Reduction Program (CRP) Trail Projects Budget

Original Budget

Revenues

	BUDGETED	
	FY 2026	
	<u>Jul '25 - Jun '26</u>	
Revenue		
Carbon Reduction Program Funds	\$	290,882
Local Match	\$	-
Total OTO Revenue	\$	<u>290,882</u>
Local Match Reserves from FY 2025	\$	55,142
Total Revenue	\$	<u><u>346,024</u></u>

Expenses

Expenditures		
Transportation Consultants		\$346,023.54
Total Expenditures	\$	<u>346,024</u>
	\$	0



CRP Trail Projects Budget

Amendment #2 DRAFT

Revenue

	BUDGETED
	FY2026
	Jul '25 - Jun '26
Revenue	
Carbon Reduction Program Fund:	\$ 688,230
Local Match	\$ 99,337
Total OTO Revenue	\$ 787,567
Local Match Reserves from FY 2025	\$ 55,142
Total Revenue	\$ 842,709

Expenses

Expenditures	
Transportation Consultants	\$842,708.54
Total Expenditures	\$ 842,709
	\$ 0

TAB 7

BOARD OF DIRECTORS AGENDA 09/25/2025; ITEM II.E.

**Intergovernmental Cooperative Agreement
Ward Branch Greenway Trail Construction Project**

**Ozarks Transportation Organization
(Springfield, MO Area MPO)**

AGENDA DESCRIPTION:

The Ozarks Transportation Organization and City of Springfield both desire to improve and expand the trail network within the City of Springfield. The Ward Branch Greenway Trail currently connects the Library Center in SW Springfield to the intersection of Bradford Avenue and Independence Street near Cox Medical Center and Burrell. This project will extend the trail to Fremont Avenue where a side path is planned from Battlefield Street to Independence Street.

Federal funds were awarded to the design of the project which OTO managed. The OTO has approved \$397,348 in federal Transportation Alternative Program (TAP)/Carbon Reduction Program (CRP) funding for the construction of the trail segment. The City of Springfield will be providing the 20 percent matching funds of \$99,337 for this construction project.

Construction funding has been added to the OTO Operational Budget as FY2026 Operational Budget Amendment Number Two in the amount of \$496,685 in a separate agenda item. Per the proposed Intergovernmental Cooperative Agreement (ICA) the City of Springfield would be responsible for any actual construction costs exceeding the \$496,685. The City of Springfield Council is considering the ICA at the regularly scheduled meeting on September 22, 2025.

The OTO would like to enter into an Intergovernmental Cooperative Agreement with the City of Springfield to provide project management for the construction project. The OTO will advertise, bid, award, and contract with a qualified contractor to construct the trail project according to the applicable plans and specifications. OTO will also administer the construction contract and oversee the completion of the trail segment. Construction should begin in Spring 2026.

BOARD OF DIRECTORS ACTION REQUESTED:

That a member of the Board of Directors makes one of the following motions:

“Move the Board of Directors approve the Executive Director enter into an Intergovernmental Cooperative Agreement with the City of Springfield to provide construction project management for the Ward Branch Greenway Trail.”

OR

“Move the Board of Directors direct the Executive Director to...”

Ward Branch Greenway Trail Project



ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 Boonville Avenue Springfield, MO 65802 Phone: (417) 864-1902 Attn: Dan Smith, Director of Public Works		Ozarks Transportation Organization 2208 W. Chesterfield Blvd., Suite 101 Springfield, MO 65807 Phone: (417) 865-3042 Attn: Sara Fields, Executive Director	

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT:
WARD BRANCH GREENWAY TRAIL CONSTRUCTION PROJECT**

THIS CONTRACT, made and entered into this _____ day of _____, 20__ (“Effective Date,” which shall be the date of the last signature to this Agreement), by the parties identified above, WITNESSETH:

THAT, WHEREAS, both the City of Springfield (“City”) and Ozarks Transportation Organization (“OTO”) desire to improve and expand the trail network within the City; and

WHEREAS, engineering has been completed for a segment of the Ward Branch Greenway Trail (“Trail”) between National and Fremont avenues within the City; and

WHEREAS, OTO has approved federal Transportation Alternatives Program (“TAP”)/Carbon Reduction Program (“CRP”) funding in the amount of \$397,348 as 80 percent of anticipated construction costs of the Trail and the City will be required to provide the 20 percent matching funds of \$99,337, using donated and designated City funds for this match; and

WHEREAS, CoxHealth is to donate to the City, by and through the Springfield-Greene County Park Board, easements for the Trail and \$30,000 for local matching funds for the Trail construction and other “Medical Mile Stakeholders” are to donate up to an additional \$30,000, and if this monetary donation is not received, the City will identify alternate funds to make up the difference for the City’s matching fund requirement as part of the TAP Grant match; and

WHEREAS, Burrell Behavioral Health is to donate to the City, by and through the Springfield-Greene County Park Board, easements for the trail; and

WHEREAS, the City, by and through the Springfield-Greene County Park Board, is also seeking an easement donation from another landowner along the proposed trail; and

WHEREAS, the City’s contribution towards the 20 percent matching funds that will be paid to OTO, totaling \$99,337, will include whatever funds are donated to the City for this project along with funds from the City’s 1/8-cent Transportation Sales Tax Walkability Program; and

WHEREAS, the City desires to enter into an agreement with OTO to manage all aspects of the construction process for the Trail.

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

1. **Term.** The term for this Agreement is from the Effective Date until _____, or the completion of this project, whichever first occurs. OTO shall commence advertising, bidding, awarding and contracting with a qualified contractor as soon as practicable after the Effective Date of this Agreement, unless otherwise directed in writing by the City.

2. Termination.

- a. Termination for breach: In the event that Contractor fails to comply with any term of this Agreement, City may suspend or terminate this Agreement, in whole or in part, or take other remedial action as it determines appropriate. Should City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:
 - i. Reasonable description of the default/reason for termination;
 - ii. Demand for a cure; and
 - iii. Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If Contractor cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed in writing between the parties, City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

In the event of termination of this Agreement by City, when termination is due to Contractor noncompliance as set forth above, Contractor shall forfeit to City all unexpended monies provided under the Agreement.

- b. Termination for convenience: City may also terminate this Agreement for convenience with at least fifteen business days' written notice to Contractor.
- c. Termination for insufficient funding: Funding to be made available by City under this Agreement has been approved by the City Council. In the event that sufficient funds are not appropriated, at the sole discretion of City, this Agreement may be terminated in whole or in part with fifteen business days' written notice to Contractor.

3. **Compliance with Laws.** All applicable Federal, State, and local laws, rules, and regulations are to be adhered to in accordance with all parts of this contract and OTO agrees to require and monitor compliance by all contractors, subcontractors, and other third parties they contract with as part of this project. OTO shall pay and require its subcontractor(s) to pay all labor utilized in the construction of the Improvements a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

4. **Non-Discrimination.** Contractor agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts, if any are let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

- a. **Contractor and any subcontractor(s), let or awarded hereunder, if any, shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- b. **Contractor and any subcontractor(s), let or awarded hereunder, if any, shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

5. **Management of All Aspects of Construction Process.** OTO shall advertise, bid, award (subject to City concurrence), and contract with a qualified contractor ("Contractor") to construct the Trail project according to the applicable plans and specifications. OTO also shall administer the construction contract, perform construction inspection, and share with the City all information, data, and plans upon completion of the project. OTO agrees to furnish the City with a copy of all contracts it executes in the performance of the work to be undertaken within the scope of this contract and agrees that the City shall be a named, third-party beneficiary of these contracts, but the City shall not be obligated or liable hereunder to any party other than OTO.

6. **Independent Contractor Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that OTO will be an independent contractor and not City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. OTO will retain sole and absolute discretion in the judgment of the manner and means of carrying out OTO's activities and responsibilities hereunder. OTO agrees that it is a separate and independent enterprise from the City and that it will utilize a high level of skill necessary to perform the work. This

contract shall not be construed as creating any joint employment relationship between OTO and the City and the City will not be liable for any obligation incurred by OTO, including but not limited to unpaid minimum wages and/or overtime premiums.

7. **Grant of License and Restoration of Property.** The City hereby provides a license to OTO, its assigns, successors, agents, representatives, consultants, contractors, and sub-contractors to enter onto any easements, whether permanent or temporary, donated to the City or the Springfield-Greene County Park Board, or designated for use during this project, for the purpose of constructing an extension to the Trail. OTO and its subcontractor(s) shall repair, replace, or restore to its former condition any property damaged by OTO or its subcontractor(s) during the course of construction.

8. **Shared Costs.** The parties agree to share costs of this Trail project in the following manner:

- a. OTO shall apply federal TAP/CRP funding for 80 percent of construction costs, up to \$397,348.
- b. City shall contribute 20 percent local matching funds for construction costs, up to \$99,337.
- c. City shall be responsible for actual construction costs exceeding \$496,685, funded from the 1/8-cent Transportation Sales Tax Walkability Program.

9. **Payment Due.** City agrees to pay its share of Trail costs, \$99,337, to OTO prior to OTO advertising to solicit bids for the Trail project.

10. **Construction Contract Award.** OTO shall obtain, in writing, concurrence from City's Director of Public Works, or his designee, prior to awarding the project to the lowest and best responsive bidder. OTO agrees that any contract entered into for construction of the Trail shall include the City's then-current insurance requirements, all of which are set out in the attached Exhibit _____, which is incorporated herein by reference.

11. **Change Orders.** OTO shall obtain, in writing, concurrence from City's Director of Public Works, or his designee, prior to approving change orders for the project.

12. **Final Inspection and Project Acceptance.** Upon substantial completion of construction, OTO shall schedule a final inspection with City's Director of Public Works, or his designee, and obtain, in writing, project acceptance from City's Director of Public Works, or his designee.

13. **Reimbursement of Unutilized Local Funds.** Upon final closeout of the Trail project, OTO shall reimburse to City local funds not utilized, if any, for the Trail project.

14. **Liability and Indemnity.** In no event shall the City be liable to OTO for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct directly and solely resulting in a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract. To the extent permitted by law, OTO shall hold harmless and indemnify the City, its Council, officers, employees, and agents, from and against all claims, causes of action, suits, demands, liabilities, damages, penalties, judgments, and expenses arising out of or in any way connected with this Contract.

15. **Insurance.** To insure the risks inherent in the project, OTO shall require the following insurance coverage of its subcontractor(s):

OTO's subcontractor(s) shall procure and maintain during the construction of the improvements described herein liability insurance as hereinafter specified:

- a. **Worker's Compensation Insurance** for all subcontractor(s)' employees to be engaged in work under this Agreement, in the amount required by statute, and including limits of at least \$1,000,000 per occurrence for Employer's Liability.
- b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required, in an amount not less than Three Million and No/100 Dollars (\$3,000,000.00) per occurrence. Such coverage shall apply to bodily injury, death and property damage on an "Occurrence Form Basis." OTO and its subcontractor(s) involved in the completion of this project shall agree that the proceeds of their respective insurance policy(ies) shall first be used to pay any

award, damages, costs, and/or attorneys' fees incurred by or assessed against the City of Springfield, its employees, officers, and agents, before payment of any award, damages, costs or attorney's fees of OTO or its subcontractor(s), and their respective employees, officers, or agents. OTO and its subcontractor(s) agree to cause its insurer to name the City of Springfield as an additional insured on such insurance policy, including the City of Springfield as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. A Waiver of Subrogation endorsement must be provided by OTO and its subcontractor(s) in favor of the City of Springfield.

c. **Automobile Liability Insurance**, covering bodily injury, death and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and No/100 Dollars (\$3,000,000.00) for all claims arising out of a single accident or occurrence. All such policies shall name the City of Springfield as an additional insured on such policies during and as part of the completion of this project.

d. **Subcontracts**. OTO's subcontractor(s) shall require any additional subcontractor(s) they retain to procure and maintain workers compensation insurance as required by state law, and all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts, unless OTO or the primary subcontractor provides coverage for the additional subcontractor(s) under their own, respective policies.

e. **Owner's Protective Liability Insurance**. OTO's subcontractor(s) shall also obtain at its own expense and deliver to the City an Owner's Protective Liability Insurance Policy naming the City as the insured with the same insurance company with which the primary subcontractor carries its Public Liability Insurance and automobile liability insurance, in an amount not less than Three Million and No/100 Dollars (\$3,000,000), for all claims arising out of a single accident or occurrence, except for those claims governed by the provisions of the Missouri worker's compensation law, Chapter 287 RSMo.; further, no policy will be accepted which excludes liability for damage to underground structures or by reason of blasting, explosion or collapse.

f. **Notice**. OTO's subcontractor(s) and any additional subcontractor(s) shall furnish the City, prior to beginning the work, the policies as specified in these subparagraphs and satisfactory proof of carriage of all the insurance required by this Agreement, with the provision that policies shall not be canceled, modified, or non-renewed without 10 days' written notice to the City.

16. **Conflicts**. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo shall not be violated. OTO covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. OTO further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by OTO.

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

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

19. **Entire Agreement**. This Contract contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

[Signature Page Follows]

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

CITY OF SPRINGFIELD, MISSOURI

OZARKS TRANSPORTATION ORGANIZATION

By: _____
City Manager or Designee
Date: _____

By: _____
Print Name & Title: _____
Date: _____

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

By: _____
City Finance Director or Acting Director

Approved as to form:

By: _____
Assistant City Attorney

TAB 8

BOARD OF DIRECTORS AGENDA 09/25/2025; ITEM II.F.

**Construction Services Contract
Ward Branch Greenway Trail (Between National and Fremont)
Ozarks Transportation Organization
(Springfield, MO Area MPO)**

AGENDA DESCRIPTION:

The Ozarks Transportation Organization (OTO) is partnering with the City of Springfield to construct a segment of the Ward Branch Greenway Trail between National and Fremont avenues. Upon successful execution of the Intergovernmental Cooperative Agreement (ICA) between the City of Springfield and OTO, the OTO would like to enter a construction contract with a contractor to construct the trail segment.

OTO will manage all aspects of the construction process for the trail segment. OTO would commence advertising, bidding, awarding, and contracting with a qualified contractor upon execution of the ICA between the City of Springfield and OTO. The draft contractor contract will be sent to MoDOT for review and has been included with this agenda packet.

BOARD OF DIRECTORS ACTION REQUESTED:

That a member of the Board of Directors makes one of the following motions:

“Move the Board of Directors approve the Executive Director to advertise, bid, award, and execute a contract with a qualified contractor upon successful execution of an ICA between the City of Springfield and OTO. The contractor contract shall not exceed five hundred thousand dollars.”

OR

“Move the Board of Directors direct the Executive Director to...”

OTO - CONTRACTOR AGREEMENT

This “**Agreement**” is by and between Ozarks Transportation Organization, a Missouri nonprofit corporation (“**OTO**”), and _____, a (insert state here) corporation, (“**Contractor**”), and is effective as of the date it is fully executed by OTO and Contractor, collectively referred to herein after as the “**Parties**”.

WHEREAS funds have been made available by the Federal Highway Administration (“**FHWA**”) through its Carbon Reduction Program Grant (“**CRP**”) program coordinated through the Missouri Department of Transportation (“**MODOT**”);

WHEREAS OTO intends to construct a segment of the Ward Branch Greenway Trail (the “**Trail Project**”) and requires construction services; and

WHEREAS Contractor will provide OTO with construction services hereinafter detailed for the completion of the Trail Project and OTO will pay Contractor as provided in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I - The Contract Documents

The “**Contract Documents**” for the Trail Project include the documents that are enumerated and identified in Article XIII of this Agreement, including all exhibits referenced or attached thereto, all addenda issued prior to the effective date of this Agreement, and all modifications issued after the effective date of this Agreement. The Contract Documents are incorporated into this Agreement by reference as if fully set forth herein. All definitions in the 2022 Missouri Standard Specifications for Highway Construction dated January 1, 2023, General Provisions and Supplemental Specifications dated January 1, 2023, and Job Special Provisions, are applicable and incorporated into this Agreement. This Agreement represents the entire and integrated agreement by and between the Parties, and supersedes all prior negotiations, representations and agreements, whether written or oral.

ARTICLE II – Timing & Performance of Contractor’s Work

All time limits and deadlines that are set forth in the Contract Documents are of the essence. The work to be performed under this Agreement to complete the Trail Project (the “**Work**”), shall commence within seven (7) consecutive calendar days of OTO’s written “Notice to Proceed” to Contractor, and all Work shall be completed by Contractor within _____ (____) consecutive calendar days from and including the date of said written Notice to Proceed, subject to any adjustments made or provided in the Contract Documents (the “**Contract Time**”).

ARTICLE III – Liquidated Damages

Contractor shall pay OTO, as liquidated damages and not as a penalty, the sum of **\$1,100** for each consecutive calendar day past the adjusted Contract Time that the Work has not been completed. The total amount so payable by Contractor to OTO as liquidated damages may be deducted from

any sums due or to become due to Contractor under this Agreement. In addition, please be advised that Contractor is subject to additional liquidated damages pursuant to the other Contract Documents, including, but not limited to, Article XII, subsection (b), and the Contract Documents enumerated in Article XIII, subsections (c) and (d).

ARTICLE IV - The Contract Sum; Payments to Contractor; and Retainage

1. **Contract Sum.** OTO agrees to pay, and Contractor agrees to accept, for performance of the Work required by this Agreement, the sum of _____ (\$ _____) (the “**Contract Sum**”), subject to any additions, deductions and corrections, or except as otherwise provided in this Agreement and the other Contract Documents.
2. **Payments.** Based upon applications for payment submitted by Contractor to OTO, and approval by the project engineer, _____ (“**Project Engineer**”) and OTO, OTO shall make progress payments on account of the Contract Sum to Contractor as provided in this Agreement and the other Contract Documents. Contractor’s “**Applications for Payment**” shall be submitted to OTO (in a form, substance and manner required by OTO and the project engineer), on the tenth 10th day of each month for Work performed through the twentieth 20th day of the preceding month, less the aggregate of all previous progress payments, retainage, and any other adjustments or corrections, or except as otherwise provided in this Agreement and the other Contract Documents.

Upon the approval of Contractor’s applications for payment, OTO will make progress payments each month to Contractor for the portion of the Contractor’s Work that is properly allocable to labor, materials and equipment that is properly placed and performed by Contractor and approved and accepted by OTO and the project engineer for the Trail Project (including the portion of the Work properly allocable to materials and equipment suitably stored at the site and to be incorporated into the Work), less the aggregate of all previous progress payments, retainage, and any other adjustments or corrections

Each application for payment shall be based on the most recent schedule of values and quantities schedule (“**Schedule**”) submitted by Contractor in accordance with the Contract Documents. The Schedule shall allocate the entire Contract Sum among the various quantities or portions of the Work. The Schedule shall be prepared in such form, and supported by such data to substantiate its accuracy, as the project engineer and OTO may require. This Schedule shall be used as a basis for reviewing the Contractor’s applications for payment. Applications for payment shall show the percentage of completion of each quantity or portion of the Work as of the end of the period covered by the application for payment.

Payments will be made to Contractor within thirty (30) days after Contractor delivers its applications for payment to OTO. If an application for payment is received by OTO after the application date fixed above, payment of the amount that is approved shall be made by

OTO to Contractor not later than thirty (30) days after OTO receives the application for payment.

3. **Interest.** Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the rate of one and one half percent (1.5 %).
4. **Retainage.** Parties agree that five percent (5%) of the total approved amount due to Contractor for payment of its applications for payment will be withheld as retainage by OTO, with the exception of the payment due to Contractor upon its substantial completion and final completion of the Work.
5. **Substantial Completion.** Upon a determination of substantial completion by the project engineer and OTO, Contractor may submit an application for payment that includes the retainage amount withheld from prior applications for payment. Upon approval of Contractor's substantial completion of the Work and its corresponding application for payment, ninety-eight percent (98%) of the retainage that was withheld will be paid to Contractor in accordance with this Agreement, except as otherwise provided herein. Upon a determination of substantial completion by the project engineer and OTO, OTO may withhold for incomplete or rejected work, one-hundred fifty percent (150%) of the value of each item of Work that remains incomplete or rejected. If OTO or the project engineer determines that Contractor's Work is not substantially complete due to rejected work or materials, the project engineer or OTO will provide a written explanation to Contractor and the responsible subcontractor or supplier (if known), within fourteen (14) days.
6. **Final Payment.** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by OTO to Contractor when: (1) Contractor has fully performed the Work required by this Agreement, except for Contractor's responsibility to correct Work, and to satisfy other requirements, if any, which extend beyond final payment; and (2) approval of final Payment to Contractor by the project engineer and OTO. OTO's final payment to Contractor shall be made no later than thirty 30 days after it is submitted and approved as set forth herein. Except as otherwise provided herein, upon a determination of final completion of the Work by the project engineer and OTO, all remaining retainage will be paid to Contractor no later than thirty (30) days after it becomes due.

ARTICLE V

1. **Changes in the Work.** Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order or Construction Change Directive ("CCD"), subject to the limitations stated in this Article and elsewhere in the Contract Documents. However, there shall be no orally approved change orders CCDs under any circumstances, and the requirements of this Article and other Contract Documents must be followed. The Parties further acknowledge and agree to unconditionally waive any and all claims, allegations and demands that any statement, action or course of conduct of any party, individual or business entity, that occurs prior to

the completion of the Project or thereafter, constitutes a waiver or modification of the terms or requirements of this Article regarding change orders.

A Change Order shall be based upon agreement among OTO, Contractor, and project engineer. A CCD requires agreement by OTO and the project engineer, and may or may not be agreed to by Contractor.

Changes in the Work shall be performed under applicable provisions of the Contract Documents. Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order or CCD.

A Change Order is a written instrument prepared by the project engineer or OTO and signed by OTO, Contractor, and the project engineer stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

2. **Construction Change Directives.** CCD is a written order prepared by the project engineer and signed by OTO and project engineer, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. OTO may, by CCD, without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit or quantity prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the project engineer or OTO.

If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the project engineer shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change. If Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a claim in accordance with applicable provisions this Agreement and the other Contract Documents. Upon receipt of a CCD, Contractor shall promptly proceed with the change in the Work involved and advise the project engineer and OTO of Contractor's agreement or disagreement with the method, if any, provided in the CCD for determining the proposed adjustment in the Contract Sum or Contract Time. CCD signed by Contractor indicates Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

Contractor shall furnish to OTO a Performance Bond with surety for the Trail Project. The Performance Bond shall be in the amount of the Contract Sum (\$_____), conditioned upon the full and faithful performance of all terms and conditions of this Agreement. The date of the Performance Bond shall be the same as the date that OTO executes this Agreement. It shall be Contractor's responsibility to notify its surety of any changes affecting the general scope of Contractor's Work under this Agreement. The Parties agree that, if at any time after the execution of this agreement and Performance Bond, OTO shall deem the surety or sureties for such Performance Bond to be unsatisfactory, or if, for any reason such Performance Bond ceases to be adequate to cover the performance of the Work, Contractor shall, at its expense, within five (5) days after the receipt of notice from OTO to do so, furnish an additional Performance Bond, in such form and amount, and with such surety or sureties as shall be satisfactory to OTO. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional Performance Bond or security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to OTO. The surety or sureties for the Performance Bond for this Trail Project must be licensed by the State of Missouri, and because the required Performance Bond will exceed \$50,000, the corporate surety or sureties must be listed in the United States Treasury Circular 570.

ARTICLE VII – Payment Bond

Contractor shall furnish to OTO a Payment Bond with surety for the Trail Project. The Payment Bond shall be in the amount of the Contract Sum (\$_____), as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with this Agreement. The date of the Payment Bond shall be the same as the date that OTO executes this Agreement. It shall be Contractor's responsibility to notify its surety of any changes affecting the general scope of Contractor's Work under this Agreement. The Parties agree that, if at any time after the execution of this agreement and Payment Bond, OTO shall deem the surety or sureties for such Payment Bond to be unsatisfactory, or if, for any reason such Payment Bond ceases to be adequate to cover the faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with this Agreement, Contractor shall, at its expense, within five (5) days after the receipt of notice from OTO to do so, furnish an additional Payment Bond, in such form and amount, and with such surety or sureties as shall be satisfactory to OTO. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional Payment Bond or security shall be furnished in a manner and form satisfactory to OTO. The surety or sureties for the Payment Bond for this Trail Project must be licensed by the State of Missouri, and because the required Payment Bond will exceed \$50,000, the surety or sureties must be listed in the United States Treasury Circular 570.

ARTICLE VIII - Suspension or Termination of Contract

- (a) **Termination of Contractor for Cause (Default or Breach)**. If Contractor does not deliver Work or services within the Contract Time, or in accordance with the project schedule or the delivery of performance schedule, this Agreement, or the other Contract Documents, or if Contractor fails to perform the Work in the manner called for in the

Contract Documents, or if Contractor fails to comply with any other provisions of the Contract Documents, OTO may terminate this Agreement for cause, as a result of any such default or breach, and Contractor may be subject to penalties or sanctions of federal, state and other governmental agencies if Contractor's breach or default violates applicable law. Except as otherwise provided in this Agreement and the other Contract Documents, termination for cause shall be effective by serving a notice of termination on Contractor, setting forth the manner(s) in which Contractor is in default, and Contractor will only be paid the contract price for: (1) services performed and supplies delivered and accepted prior to the termination date, and (2) for services performed in accordance with the manner of performance set forth in the Contract Documents prior to the termination date. If it is later determined by OTO that Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or similar types of events which are not the fault of, or are beyond the control of Contractor, OTO, after setting up a new project schedule or delivery of performance schedule, may allow Contractor to continue work, or OTO may, in its sole discretion, treat the termination of Contractor as a termination for convenience.

- (b) **Termination of Contractor for Convenience (No Default or Breach)**. OTO, by written notice, may terminate this Agreement in whole or in part, when it is in the Government's or OTO's interest. If this Agreement is terminated, termination shall be effective by serving a notice of termination on Contractor, and Contractor will only be paid the contract price for: (1) services performed and supplies delivered and accepted prior to the termination date, and (2) for services performed in accordance with the manner of performance set forth in the Contract Documents prior to the termination date.
- (c) **Post-Termination Obligations**. Contractor shall remain liable to OTO for obligations and responsibilities of the Parties that survive termination, as provided in the Contractor Documents, including, but not limited to, any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its term, including those giving rise to a termination for non-performance or breach by Contractor. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- (d) **Suspension of Performance**. Upon the occurrence of any of the following events, Contractor may suspend performance hereunder by giving OTO thirty (30) days advance written notice and may continue such suspension until the condition is satisfactorily remedied by OTO. In the event the condition is not remedied within one hundred twenty (120) days of Contractor's original notice, Contractor may terminate this contract.
 - 1. Receipt of written notice from OTO that funds are no longer available to continue performance.
 - 2. OTO's persistent failure to make payment to Contractor in a timely manner. Persistent failure is defined as three (3) late payments.

3. A material breach of this Agreement by OTO.

- (e) **Opportunity to Cure.** OTO, in its sole discretion, may, in the case of a termination for breach or default, allow Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to OTO's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from OTO setting forth the nature of said breach or default, OTO shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude OTO from, *inter alia*, also pursuing all available remedies against Contractor and its sureties for said breach or default.
- (f) **Waiver of Remedies for Breach.** In the event that OTO elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by OTO shall not limit OTO's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

ARTICLE IX – Disputes; Claims; Indemnity

- (a) **Disputes** – In the event of a dispute between the Parties, either party may deliver a notice of the dispute to the other party. The Parties shall negotiate in good faith to resolve such dispute during a period of fifteen (15) days prior to pursuing any other dispute resolution mechanism described herein. Disputes arising in the performance of this Agreement which are not resolved by agreement of the Parties shall be decided in writing by the Project Engineer or a representative of the Commission. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the Commission. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Commission upon such appeal shall be binding upon Contractor and Contractor shall abide by the decision.
- (b) **Performance to Continue During Dispute** - Unless otherwise directed by OTO, Contractor shall continue performance under this Agreement while all matters in dispute are being addressed or attempted to be resolved.
- (c) **Arbitration** - Except for claims of equitable relief and as otherwise expressly provided herein, any dispute, controversy, or claim arising out of or related to this Agreement, or any breach or termination of this Agreement shall be submitted to, and decided by binding arbitration. Arbitration shall be administered by the American Arbitration Association (“AAA”) in accordance with the AAA’s Construction Arbitration rules, regulations, and requirements and such arbitration locale shall be in Greene County, Missouri before a single arbitrator, independent of the Parties, selected by mutual agreement of the Parties, and from a list provided by the AAA in accordance with the

Construction Arbitration rules; provided, that if the parties are unable to agree on an arbitrator within thirty (30) days after receiving the AAA's proposed list of arbitrators, then each party shall select an arbitrator from such list and such arbitrators shall together select a third arbitrator to act as the arbitrator for the dispute, controversy, or claim; provided, further, that if any party does not select an arbitrator within ten (10) days of written demand therefor by the other party, then the arbitrator selected by the other party shall act as the arbitrator. The arbitrator shall make his or her decision in writing within thirty (30) days after the close of the arbitration hearing and the arbitrator's decision shall be in accordance with applicable law. Any arbitral award determination shall be made in accordance with all laws, and the parties may appeal such award to a court of competent jurisdiction. Judgment of the arbitrator's award may be entered in any court of competent jurisdiction.

- (d) **Claims for Damages** - Unless this Agreement provides otherwise, if a party to the Agreement suffers an injury or damage to person or property because of any act or omission of the other party (or any of its employees, agents or others for whose acts the party is responsible or liable), a written demand or claim for damages shall be delivered by the injured party to the other party within a reasonable time after the injured party first observes such injury or damages.
- (e) **Indemnification** - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless OTO and its agents, employees, officers, directors, representatives and affiliates, from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of tangible property, to the extent caused by the negligent acts or omissions of Contractor or its subcontractors, lower tier subcontractors, suppliers and vendors, and anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, (hereinafter collectively referred to as the "Contractor Group"), regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. In claims against any person or entity indemnified hereunder, by an employee of the Contractor Group, and anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation hereunder shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor Group under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (f) **Remedies, Jurisdiction & Venue** – Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between OTO and Contractor, arising out of or relating to this Agreement or its breach, will be decided by arbitration, and in the event there is any non-arbitrable claim, issue or dispute, the Parties agree it will be decided in a court of competent jurisdiction in Greene County, Missouri.

- (g) **Rights & Remedies under Applicable Law** – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available under applicable law. No action or failure to act by OTO, Contractor or the project engineer shall constitute a waiver of any right or duty afforded to the Parties under this Agreement, nor shall any such act or failure to act constitute an approval of, or acquiescence in any breach thereunder, except as may be specially agreed in writing.
- (h) **OTO Benefits**. Contractor shall not be entitled to any of the benefits established for the employees of OTO, and Contractor is not covered by the Worker’s Compensation Program of OTO.
- (i) **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Missouri. Contractor agrees that it and its subcontractors and suppliers will comply with all local, state, and federal laws and regulations relating to this Agreement, its Work on the Trail Project, and in the performance of their responsibilities, duties and obligations required by the Contract Documents including, but not limited to, this Agreement.
- (j) **Jurisdiction/Venue for Non-Arbitrable Claims**. The Parties agree that any legal action at law, suit in equity, or other judicial proceeding regarding this Agreement or the Trail Project that must be prosecuted in a court of law because it is not otherwise arbitrable with the AAA, shall be instituted only in The Circuit Court of Greene County, Missouri.
- (k) **Contractor’s Responsibility to Supervise and Manage Subcontractors**. Contractor agrees that it is solely and wholly responsible for its subcontractors, suppliers and vendors work and materials and their compliance with all applicable terms and conditions contained in this Agreement and the other Contract Documents. Contractor further agrees that it is solely responsible to supervise and manage all work and materials of its subcontractor’s suppliers and vendors, and to correct all of their work and materials if rejected by the project engineer or OTO.
- (l) **Warranty**. Contractor warrants that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents; that the Trail Project will be free from defects; and that the Trail Project will conform to the requirements of the Contract Documents. Work not conforming to the Contract documents, including substitutions not properly authorized and approved, may be considered defective. Contractor’s warranty excludes remedy for damage or defect caused by abuse or normal wear and tear.
- (m) **Correction of Work**. Contractor shall promptly correct work rejected by the project engineer or OTO for failing to conform to the requirements of the Contract documents whenever discovered during the Trail Project. Costs of correcting such work and/or

replacing damaged materials and equipment, including additional testing, inspections, and expenses made necessary thereby, shall be at Contractor's expense. In addition, Contractor covenants and agrees to remedy without cost to OTO, any defects, excepting normal wear and tear and those by reasons of abuse, that may arise within two (2) years from the date of final completion.

(n) **General Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' agreement, expectation, and intention that the Contractor will be an independent contractor and not OTO's employee for any and all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. Unless otherwise provided in the Contract Documents, Contractor will have sole discretion in the judgment of the manner and means of carrying out Contractor's Work, activities and responsibilities under this Agreement. Contractor agrees that (1) it is a separate and independent enterprise from OTO, (2) it has had and currently has a full opportunity to find other business, (3) it has made its own investment in its business, and (4) it will utilize a high level of skill necessary to perform the Work consistent, and in accordance with the applicable standard of care for general construction contractors that are similarly situated in the region where the project is located. This Agreement shall not be construed as creating any joint employment relationship between Contractor and OTO, and OTO will not be liable for any obligation incurred by Contractor including, but not limited to, *inter alia*, unpaid minimum wages and/or overtime premiums.

(o) **Written Notice Addresses.** All written notices that are applicable to this Agreement or the other Contract Documents for the Parties are as follows:

Ozarks Transportation Organization

Attn: Sara Fields, Executive Director
2208 W. Chesterfield Blvd., Suite 101
Springfield, MO 65807

Contractor:

(p) **Designation of Representatives for Trail Project:**

Owner's Representative:

Jennifer Thomas
Project Manager
Ozark Transportation Organization
2208 W. Chesterfield Blvd., Suite 101

417-865-3042x108
jthomas@ozarkstransportation.org

Contractor's Representative:

Project Engineer:

ARTICLE X - Contractor's Liability Insurance

- a) Contractor shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect Contractor from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of Contractor and its employees, agents, and Subcontractors in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- b) Contractor shall also maintain professional liability insurance to protect Contractor against the negligent acts, errors, or omissions of Contractor and those for whom it is legally responsible, arising out of the performance of professional services under this contract.
- c) Contractor's insurance coverage shall be for not less than the following limits of liability effective January 1, 2023:
 1. **Commercial General Liability:** At least one million and no/100 dollars (\$1,000,000.00) per person up to at least three million four hundred forty eight seven hundred ten and no/100 dollars (\$3,448,710) per occurrence;
 2. **Automobile Liability:** At least one million and no/100 Dollars (\$1,000,000.00) per person up to at least three million four hundred forty eight seven hundred ten and no/100 dollars

(\$3,448,710) per occurrence;

3. **Worker's Compensation:** In accordance with the statutory limits per RSMo 287.0110 et seq; and Employer's Liability: \$1,000,000;
 4. **Professional ("Errors and Omissions") Liability:** At least Five Hundred Seventeen Three Hundred Six and no/100 Dollars (\$517,306) per person up to at least three million four hundred forty eight seven hundred ten and no/100 dollars (\$3,448,710) per occurrence. OTO's and Contractor's Protective Liability Insurance must:
 - a) Be a separate policy with the named insured being: The Ozarks Transportation Organization and The City of Springfield, Missouri; and
 - b) Be with the same insurance company with which Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and
 - c) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.
 - d) Contractor shall, upon request at any time, provide OTO with certificates of insurance evidencing Contractor's commercial general liability, professional liability ("Errors and Omissions"), automobile liability and worker's compensation policies and evidencing that they and all other required insurance are in effect as to the services under this contract.
- (d) **Insurance Requirements.** Any insurance policy required as specified in this Agreement, including this Article, shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.
- (e) **OTO's and Contractor's Protective Liability Insurance.** To protect OTO, its agents, servants, and employees from claims which may arise from the performance of this Agreement with limits of at least Three Million Two Hundred Fifty-Eight Three

Hundred Sixty-Eight and no/100 Dollars (\$3,448,710) and for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty-Eight Thousand Seven Hundred Fifty-Five and no/100 Dollars (\$517,306) with respect to injuries and/or death of any one person in a single accident or occurrence. OTO's and Contractor's Protective Liability Insurance must:

- a) Be a separate policy with the named insured being: The Ozarks Transportation Organization and The City of Springfield, Missouri; and
 - b) Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and
 - c) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.
- (f) **Subcontracts**. In case any Work is sublet, Contractor shall require its subcontractor(s) to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on the Trail Project to protect OTO through insurance against applicable hazards or risks, and Contractor shall, upon request of OTO, provide evidence of such insurance to OTO.
- (g) **Proof of Insurance**. Contractor and/or subcontractor(s) shall furnish OTO, prior to beginning the Work, the policies specified in this Article, and satisfactory proof of procuring all insurance policies required by this Agreement, with the provision that policies shall not be canceled, modified or non-renewed prior to Contractor providing OTO with at least thirty (30) days prior written notice of such prospective cancellation, modification or non-renewal.

ARTICLE XI – Nondiscrimination, Assurances & General Provisions

- (a) **Incorporation of this Article regarding Nondiscrimination**. Contractor agrees to include the provisions of this Article, including all subparagraphs and subparts, in every subcontract, including procurements of materials and leases of equipment, unless exempted by statute, executive order, administrative rule or instructions issued by the Commission or the United States Department of Transportation. OTO will take such action with respect to any subcontract or procurement as the Commission or the United

States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that, in the event OTO becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, OTO may request the United States to enter into such litigation to protect the interests of the United States.

- (b) **Civil Rights Statutes.** Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000(d) and 2000(e), as well as any applicable titles of the Americans with Disabilities Act). In addition, if Contractor is providing services or operating programs on behalf of USDOT or the Missouri Highways and Transportation Commission (hereinafter the “**Commission**”), it shall comply with all applicable provisions of Title II of the American with Disabilities Act.
- (c) **Administrative Rules.** Contractor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.
- (d) **Nondiscrimination.** Contractor shall not discriminate on the grounds of the race, creed, color, national origin or ancestry, sex, religion, handicap, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. 21.5, including employment practices. Contractor shall not discriminate against any individual on the grounds of the status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, nor shall Contractor discriminate against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded by Contractor or otherwise awarded hereunder. The Parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5 (a), if applicable. Contractor and subcontractors shall abide by the requirements of 41 C.F.R. § 60-300.5(a), which prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Contractor and subcontractors shall abide by the requirements of 41 C.F.R. §60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- (e) **Additional Nondiscrimination Requirements.** Contractor, subrecipients and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of the Agreement or such other

remedy, as the recipient deems appropriate. In this provision, “contractor” will be defined as the contractor on the contract; “subrecipient” will be defined as any subcontractor performing any portion of Contractor’s Work. For the purposes of any federal-aid contract awarded by the Commission, “the recipient” will be defined as OTO. Contractor shall include this same contract provision in every supply contract or subcontract that Contractor makes or executes with subrecipient.

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

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

Contractor agrees to maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the contract and make such materials available at such Contractor’s office at all reasonable times at no charge during this contract period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Missouri Highway Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies. Except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the Purchaser, the FHWA, or any authorized representatives of the Federal Government and the State of Missouri, have disposed of all such litigation, appeals, claims or exceptions related thereto.

(h) **Sanctions for Noncompliance.** In the event OTO fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, that may include (1) withholding of payments under this Agreement until OTO complies; and/or (2) cancellation, termination or suspension of this Agreement, in whole or in part, or both.

- (i) **Energy Conservation.** Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- (j) **Clean Air.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. the Contractor will ensure that its subcontractors will report each violation to the Contractor. The Contractor will, in turn, report each violation as required to assure notification to FHWA and the appropriate United States Environmental Protection Agency (hereinafter, "EPA") Regional Office.

Clean Water. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Part 1251, *et seq.* Contractor will require its subcontractors to report each violation to the Contractor and understands and agrees that Contractor will, in turn, report each violation as required to assure notification to FHWA and the appropriate EPA Regional Office.

- (k) **No Obligation by the Federal Government.** Contractor acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to Contractor, or any other party pertaining to any matter resulting from this Agreement. Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA.
- (l) **False Statements or Claims, Civil and Criminal Fraud.** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Subtitle A, Part 31, apply to its actions pertaining to this Agreement. Contractor shall certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the USDOT deems appropriate. Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FHWA under 23 U.S.C. Sections 104(f) and 1364 and 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 U.S.C. 1001 on Contractor, to the extent the USDOT deems appropriate.
- (m) **Disadvantaged Business Enterprises.** This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged

Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. If a separate contract goal for DBE participation is established for this procurement, Contractor agrees to comply with all such DBE participation goals and requirements. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as deemed appropriate by OTO or the Commission.

- (n) **Suspension and Debarment.** This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded, or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal for the Trail Project, Contractor certifies and agrees that it has made material representations of fact that are relied upon by OTO and the Commission. If it is later determined that Contractor knowingly rendered an erroneous certification or made false material representations, in addition to the remedies that are available to OTO and the Commission to pursue, the USDOT may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in all its subcontractor and lower tier covered transactions.

ARTICLE XII – Contract Work Hours and Safety Standards

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

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this Article, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this Article, in the sum of ten dollars \$10 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this Article.

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

(d) **Subcontracts.** Contractor and all subcontractors shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this Article, and also insert a clause requiring all subcontractors to include these same clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance of all its subcontractors and lower tier subcontractors to include or insert into all subcontracts or any other agreements related to the Work, the clauses set forth in paragraphs (a) through (d) of this Article.

ARTICLE XIII - Enumeration of The Contract Documents

The Contract Documents are comprised of the following documents (including all exhibits and attachments thereto) that are enumerated below and all modifications made to the Contract Documents after the effective date of this Agreement:

- (a) Invitation for Bid
- (b) OTO-Contractor Agreement
- (c) 2022 Missouri Standard Specifications for Highway Construction – January 1, 2023
- (d) Supplementary or other Conditions of the Agreement as follows:
 - i. General Provisions and Supplemental Specifications – January 1, 2023
 - ii. Job Special Provisions
- (e) The Plans and Drawings applicable to:
 - i. Ward Branch Greenway Trail
- (f) Itemized Bid Sheets
- (g) Bid Security/Bid Guaranty/Bid Bond
- (h) Performance Bond
- (i) Payment Bond
- (j) Proof of Insurance
- (k) Subcontractor Certification Regarding Affirmative Action
- (l) Subcontractor Approval Form
- (m) DBE Identification Submittal (Fig. 136.9.9)
- (n) DBE Provisions (Fig. 136.9.8)

- (o) Contractor Acknowledgement
- (p) Form FHWA 1273 (Fig. 136.9.7)
- (q) Construction Schedule
- (r) State and Federal Wage Determination and Affidavit of Compliance with the Prevailing Wage Law
- (s) Non-Collusion Affidavit
- (t) Affidavit of Compliance
- (u) E-Verify MOU
- (v) Addenda issued prior to the effective date of the OTO-Contractor Agreement
- (w) Other documents, forming part of the Contract Documents are as follows:
 - i. Applicable Environmental and Cultural Permits and Clearances
 - ii. ADA Checklist (Fig. 136.9.4)

///

IN WITNESS WHEREOF, the Parties have entered into this Agreement and it is effective as of the date it is fully executed by the Parties below.

Executed this ___ day of _____, 2025, by:

OZARKS TRANSPORTATION ORGANIZATION

By: /s/ _____

Printed Name: Sara Fields

Title: Executive Director

Attest: /s/ _____

Printed Name: Debbie Parks

Title: Finance Officer/Grants Administrator

Executed this ___ day of _____, 2025, by:

CONTRACTOR

By: /s/ _____

Printed Name:

Title: President

Attest: /s/ _____

Printed Name:

Title:

TAB 9

BOARD OF DIRECTORS AGENDA 09/25/2025; ITEM II.G.

**Memorandum of Agreement
Route 160 & Pembroke Avenue Extension Traffic Study**

**Ozarks Transportation Organization
(Springfield, MO Area MPO)**

AGENDA DESCRIPTION:

Each year the OTO includes funds in the budget to assist with traffic studies. The City of Nixa has requested a portion of the funding be utilized for studying the Route 160/Pembroke Intersection. This intersection along with the expansion of Route 160 to four lanes has been a priority for Nixa for several years.

There are 190 acres of land available for development that would include the Pembroke Road extension. The City of Nixa land use plan designates the area near the proposed intersection as commercial. The proposed study will determine the appropriate location and intersection type.

Transportation Consulting services have been budgeted in the approved FY2026 OTO Operational and UPWP budgets, so no budget amendment is needed.

The OTO would like to enter into a Memorandum of Agreement (MOA) with the City of Nixa to provide project administration for the study. The OTO will utilize approximately \$40,000 of the budgeted \$150,000 for transportation consultants in the FY2026 Budget. The City of Nixa will the twenty percent local match required on OTO's federal funds. The City of Nixa will consider the MOA for a final read at the October 14, 2025, meeting.

The project is estimated to cost \$50,000, with an 80% federal 20% local share. If it is determined that additional scope is needed the OTO is asking for authorization to contract up to a maximum of seventy-five thousand dollars.

BOARD OF DIRECTORS ACTION REQUESTED:

That a member of the Board of Directors makes two motions:

“Move the Board of Directors authorizes the Executive Director to use up to \$60,00 of the OTO transportation consultant budget for the Rte 160/Pembroke Study, with the City of Nixa providing the local share up to \$15,000; AND

“Move the Board of Directors authorize the Executive Director to sign the included MOA for project administration. The draft MOA currently provides for the estimated \$50,000, but the Executive Director could revise up to the allowed \$75,000.”

OR

“Move the Board of Directors direct the Executive Director to...”

City of Nixa 715 W Mt Vernon Nixa, MO 65714 Attn: Jimmy Liles, City Administrator	Ozarks Transportation Organization 2208 W Chesterfield Blvd., Suite 101 Springfield, MO 65807 Attn: Sara Fields, Executive Director
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**MEMORANDUM OF AGREEMENT
FOR
Route 160 & Pembrook Extension Operations and
Location Traffic Study**

This Agreement is made and entered into upon its execution by both parties as set forth below, with the Effective Date corresponding with the last signature to this Agreement.

WITNESSETH:

WHEREAS, on May 15, 2025, the Ozarks Transportation Organization (“OTO”) approved the OTO Operational Budget with funds designated for regional road and traffic studies; and

WHEREAS the City of Nixa (“City”) wishes to work with the OTO to fund an operations and location study to determine the future of the Pembrook Avenue and Route 160 Intersection; and

WHEREAS the City will be responsible for a twenty percent (20%) match of the total cost of the operational and location study, said amount not to exceed Fifteen Thousand Dollars (\$15,000); and

WHEREAS, OTO has agreed to oversee the Operations and Location Study and utilize eighty percent (80%) STBG federal funds along with twenty percent (20%) of the actual costs to be provided by the City in local match to fund the Operations and Location Study.

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

Scope of Services

- 1. Selection and Contracting with Consultant.** OTO shall, at its sole cost and expense, select and contract with a qualified transportation consultant (“consultant”) to perform a study to finalize the Pembrook Ave/Rte 160 Operations and Location Study in the City of Nixa. The findings and recommendations of the consultant, along with all information, data, and reports used to make such findings and recommendations, shall be furnished to the City upon receipt by OTO.

- i. Enter into a contract for Engineering Services for the proposed public facilities with the selected Engineering Consultant;
- ii. Fund payment of engineering services upon approved invoice and as outlined in executed Engineering Services contract; and
- iii. Oversee the engineering services provided by the selected consultant and report to the City on the status of such services.
- iv. Provide the data and reports to the City upon completion.

2. City of Nixa Cost Share for Engineering Services Consultant

- a. The City shall provide funds for the consultant contract up to the amount of Fifteen Thousand One Hundred Ninety-Four and No/100 (\$15,000.00).
- b. Upon execution of Engineering Consultant Contract, OTO will invoice the City as follows:
 - i. The City will be invoiced twenty percent (20%) match of the total negotiated engineering services contract up to Fifteen Thousand Dollars and No/100 (\$15,000.00).
 - ii. In the event the twenty percent (20%) is higher than the outlined Fifteen Thousand Dollars and No/100s (\$15,000.00) an addendum to this Agreement will be prepared and a secondary invoice will be generated after addendum execution.
 - iii. The City will provide OTO with the invoiced funds as invoiced within 45 business days.
 - iv. Upon request, the OTO agrees to provide to the City documentation of invoices or costs for the City records.
- c. Upon project completion, OTO will
 - i. provide a refund of any unused match.
 - ii. OTO will provide the City with the unused funds within forty-five business days of engineering services closeout.

3. City of Nixa Oversight Responsibilities

- a. The City agrees to allow the OTO to serve as the project manager and that OTO will not be a contractor to the City nor receive compensation for work associated with the Study.
- b. The City shall assist with the development of engineering services project scope; and
- c. The City shall participate in regular meetings to determine the best location and operations of the Pembroke Avenue and Route 160 Intersection.
- d. As such, the City will respond to requests for information in a timely manner and participate on the Study Committee.

1. **Term.** OTO shall commence project management as soon as practicable after the execution of this Agreement, unless otherwise directed in writing by the City, and the term of this Agreement shall expire on June 30, 2026, unless an Addendum to extend the Term of this

Agreement is executed by the parties prior to this date.

The services provided by OTO will be considered complete upon final acceptance of the Pembroke Avenue/Rte 160 Operations and Location Study acceptance by the OTO Board of Directors, and upon the City of Nixa's satisfaction with the final study.

The total period of service is expected to be completed by June 30, 2026.

2. **Project Schedule.** The tentative schedule is as follows:
 - Engineering Consultant Notice to Proceed – October 2025
 - Draft Study and Data – March 2025
 - Final Pembroke Avenue/Rte 160 Study Acceptance OTO Board of Directors – May 30, 2026
3. **Liability and Indemnity.** In no event shall the OTO be liable to the City for special, indirect, or consequential damages, except those caused by the OTO's, or its agent's or official's gross negligence or willful or wanton misconduct. In no event shall the City be liable to the OTO for special, indirect, or consequential damages, except those caused by the City's, or its agent's or official's gross negligence or willful or wanton misconduct.
4. **Conflicts.** No salaried officer or employee of the City or OTO and no member of the City or OTO Board shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. OTO covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. OTO further covenants that in the performance of this Agreement no person having such interest shall be employed or compensated by OTO.
5. **Termination for Convenience.** Subject to the rights of the City, as set out in this Agreement, the OTO or the City, by written notice, may terminate this contract, in whole or in part, when it is in the City's or OTO's interest. If this contract is terminated, the OTO shall be liable only for service deliverables of this contract rendered before the effective date of termination. The City, by written notice, may terminate this contract, in whole or in part, when it is in the City's interest.
6. **Compliance with Laws.** OTO agrees to comply with all applicable federal, state, and local laws or rules and regulations applicable to the provision of services and products hereunder. OTO affirmatively states that payment of all local, state, and federal taxes and assessments owed by the OTO is current.

7. **Confidentiality of Documents.** Any reports, data, design, or similar information given to or prepared or assemble by the OTO under the Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the OTO without prior written approval of the City.
8. **Jurisdiction.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
9. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

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

City of Nixa

By: _____

Date: _____

Name:
Title: Mayor

**OZARKS TRANSPORTATION
ORGANIZATION**

By: _____

Date: _____

Name: Sara Fields
Title: Executive Director

SCHEDULE A

Scope of Services

Traffic Study

Route 160 & Pembrook Extension Operations and Location Study – Nixa, MO

Study Area: The traffic study shall determine the traffic impacts of the proposed Pembrook extension and a new intersection with 160 in Nixa, MO including the impact of a 190-acre development near the intersection of Route 160 and Pembrook Avenue. The proposed development consists of a mixed-use development of single/multifamily and office and retail. The developer will be providing the land use information.

Task 1: Scoping Meeting

The consultant shall attend a scoping meeting with the Client, City of Nixa, and MoDOT. The scoping meeting will verify scope of the study including the analysis period, study area, acceptable analysis tools, review timeframes, and other requirements needed for acceptance of the traffic study. The scope below may be modified following the scoping meeting to meet the requirements determined in the traffic study.

The consultant shall prepare minutes of the meeting for review and approval from all agencies attending the scoping meeting.

Task 2: Traffic Counts / Data Collection and Review

The consultant shall collect available relevant information from Client, City of Nixa, and MoDOT. Information shall include expected development details to be used for trip generation estimates.

The consultant shall observe the site to identify potential traffic-related issues, access constraints and existing operating conditions.

The consultant shall collect weekday turning movement counts between 7:00 a.m. – 9 a.m. and between 4:00 p.m. - 6:00 p.m. at the following intersection:

- Route 160 & South Road
- Route 160 & Route 14
- Norton Road & Pembrook Ave
- Norton Road & Route 14
- Pembrook Avenue /Gregg Road
- Gregg Road/ Route 14

Task 3: Forecast Traffic Volumes

The consultant shall forecast the amount of traffic generated by the potential development during the peak time periods. These traffic forecasts shall be done utilizing information on the site from the client and the latest Trip Generation Manual from the Institute of Transportation Engineers.

Task 4: Traffic Assignment / Distribution

The consultant shall assign trips into and out of the site and along the adjacent roadways. Available resources shall also be reviewed to determine the likely amount of additional growth in the study area. Traffic assignment will be based upon existing traffic patterns and information provided by the Client from the OTO Travel Demand Model.

Task 5: Capacity Analysis

The consultant shall perform capacity analyses of the critical intersections in the study area under the following scenarios:

- 2025 Existing conditions
- 2027 Future conditions (existing plus development traffic)
- 2027 Existing conditions
- 2047 Existing conditions
- 2047 Future conditions (existing plus development traffic)

Intersections to be analyzed include:

- Route 160 & South Road
- Route 160 & Route 14
- Norton Road & Pembroke Ave
- Norton Road & Route 14
- Potential Pembroke Ave extension & Route 160
- Pembroke Avenue /Gregg Road
- Gregg Road/ Route 14

These analyses will be conducted with the most recent version of the Transportation Research Board's Highway Capacity Manual or another generally accepted manual or software tools.

The existing roadway network and intersections will be studied, and a recommendation will be made for improvements within the study area, which may include:

- Turn lanes and review of existing turn lane lengths
- Widening shoulders
- Additional through lanes
- Vertical alignment improvements
- Horizontal alignment improvement

- Intersection need at Pembroke/160 with recommended intersection type

Task 6: Safety Analysis

- The consultant shall analyze existing crash data in accordance with MoDOT's policy (905.3.6.1 Existing Safety Analysis)
- The consultant shall utilize the analysis of the existing crash data to develop and calibrate a crash prediction model for the study area.
- The consultant shall model alternatives using safety modeling in accordance with MoDOT's policy (905.3.6.2 Safety Modeling).

Task 7: Signal Warrant Analysis

The consultant shall review the study intersection to determine if signals are warranted.

Task 8: Recommended Improvements

The consultant shall recommend improvements needed due to the 190-acre development. This should include phases as requested by the developer as part of the provided land use plan. The recommended phases shall include timing of improvements with timing of development.

Task 9: Report Preparation

The consultant shall prepare a written report documenting their findings and conclusions along with graphics, as needed, to illustrate the recommended improvements. This report shall identify any improvements necessary to accommodate the anticipated additional traffic for the developments. The report shall also identify those improvements that would be necessary without the proposed development. These improvements may include: signalization, widening, turn lanes, horizontal alignment improvements or vertical alignment improvements.

Task 10: Meeting Attendance

The consultant shall attend up to 4 meetings with the Client and/or the City, or MoDOT. These meetings may include:

- Scoping Meeting
- Coordination Meetings
- Progress Reports to the various agencies

Task 10: Address Review Comments

The consultant shall make the necessary revisions to the study to gain approval from the required government agencies including but not limited to OTO, the City of Nixa, Christian County and the Missouri Department of Transportation.

Task 12: Project Administration

The consultant shall conduct the necessary internal reviews to ensure the accuracy of the data presented in the report.

Operating Budget Continued



Insurance	
Auto Insurance	\$ 2,000
Errors and Omissions	\$ 6,265
General Liability/Property	\$ 5,258
Network Defender	\$ 1,560
Workers Compensation	\$ 2,000
Total Insurance	\$ 17,083
Operating	
Bank Fees	\$ 500
Dues/Memberships	\$ 8,000
Education/Training/Travel	\$ 29,000
Food/Meeting Expense	\$ 9,000
Legal/Bid Notices	\$ 600
Postage/Postal Services	\$ 600
Printing/Mapping Services	\$ 2,500
Staff Mileage Reimbursement	\$ 4,000
Telephone/Internet	\$ 7,000
Vehicle	\$ 35,000
Vehicle Maintenance/Fuel	\$ 2,400
Total Operating	\$ 98,600
Services/Projects	
Data Acquisition/Travel Sensing	\$ 30,000
Legislative Education	\$ 9,000
Rideshare	\$ 250
TIP Tool Maintenance	\$ 24,685
Trail Counters	\$ 5,415
Trans Consulting Services	\$ 150,000
Travel Demand Model Update	\$ 5,000
Total Services	\$ 224,350
Personnel Services	
Salaries	
Salaries and Fringe	\$ 1,032,247
Payroll Services	\$ 3,200
Professional Services (Acctng, Audit, HR, Legal)	\$ 55,000
Total Personnel	\$ 1,093,687
Total Expense	\$ 1,590,382
Income Over Expenditures	\$ (42,918)



TAB 10

BOARD OF DIRECTORS AGENDA 09/25/2025; ITEM II.H.

**Consultant Services Contract
Route 160 & Pembroke Avenue Extension Traffic Study**

**Ozarks Transportation Organization
(Springfield, MO Area MPO)**

AGENDA DESCRIPTION:

The Ozarks Transportation Organization (OTO) is working with the City of Nixa to conduct an Operations and Location Traffic Study for the City of Nixa. Upon successful execution of the Memorandum of Agreement (MOA) between the City of Nixa and OTO, the OTO would like to enter a consulting services contract with an engineering firm to conduct the Route 160 & Pembroke Avenue Extension Traffic Study.

The OTO conducted interviews with three firms on the Local Public Agency On Call list. The OTO selected Crawford, Murphy, and Tilley (CMT) as the engineering firm for the project. The OTO would execute a contract with CMT to not exceed \$50,000. OTO will provide up to \$40,000 federal funding through the OTO's Unified Planning Work Program and the City of Nixa will provide up to \$10,000 in local match. The draft consultant contract has been sent up to MoDOT for review and has been included with this agenda packet.

In the event an addendum to project scope is needed, the same 80% (OTO) Federal and 20% (Nixa) Local formula would be followed up to a maximum project amount of \$75,000.

BOARD OF DIRECTORS ACTION REQUESTED:

That a member of the Board of Directors makes one of the following motions:

“Move the Board of Directors approve the Executive Director enter into a contract with the selected consultant Crawford, Murphy, and Tilly for up to fifty thousand dollars upon successful execution of a MOA between the City of Nixa and OTO. The Board also approves the Executive Director to enter into contract revisions if needed up to seventy-five thousand dollars.

OR

“Move the Board of Directors direct the Executive Director to...”

ENGINEERING SERVICES CONTRACT

SPONSOR: Ozarks Transportation Organization (OTO)

LOCATION: Christian County, MO

PROJECT: Route 160 & Pembroke Extension Traffic Impact Study (Operations and Location);

CONTRACT NUMBER: **OTO 2025-005**

THIS CONSULTING CONTRACT (the "**Contract**") is between Ozarks Transportation Organization, a Missouri nonprofit corporation, hereinafter referred to as the "**OTO**", and *Crawford, Murphy & Tilly, Inc 1631 W. Elfindale, Springfield MO 65807*, hereinafter referred to as the "**Engineer**".

INASMUCH as funds have been made available by the Federal Highway Administration (the "**FHWA**") through its *Surface Transportation Block Grant (STBG)* coordinated through the Missouri Department of Transportation, the OTO intends to *conduct a traffic impact study including the operations and location of the intersection of Route 160 and Pembroke Extension* and requires professional engineering services. The Engineer will provide the OTO with professional services hereinafter detailed for conducting a traffic study and the OTO will pay the Engineer as provided in this Contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

Engineer shall provide certain services set forth in Attachment A attached hereto and incorporated herein by reference (the "**Services**").

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Contract. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Contract dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Contract, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND	TOTAL \$	CONTRACT \$ AMOUNT	PERCENTAGE OF SUBCONTRACT
<u>COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>VALUE OF THE DBE SUBCONTRACT</u>	<u>TO APPLY TO TOTAL DBE GOAL</u>
			<u>DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>

ARTICLE III - ADDITIONAL SERVICES

The OTO reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this Contract. In this event, a supplement or amendment to this Contract shall be executed prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement or amendment to this Contract.

ARTICLE IV - RESPONSIBILITIES OF OTO

The OTO will cooperate fully with the Engineer in the performance of the Services, including the following:

- A. make available all information pertaining to the Services which may be in the possession of the OTO;
- B. provide the Engineer with the OTO's requirements for the Services;
- C. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer; and
- D. designate an OTO employee to act as OTO's Person in Responsible Charge under this Contract. The Person in Responsible Charge shall have authority to transmit instructions, interpret the OTO's policies and render decisions with respect to matters covered by this Contract (see Engineering Policy Guide (“EPG”) 136.3).

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the OTO. The general phases of work will be completed by Engineer in accordance with the following schedule:

- A. Engineer shall provide Services per the schedule set forth in Attachment B attached hereto and incorporated herein by reference (the “**Schedule**”).

The OTO may grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer within five (5) days of the beginning of such unforeseeable event and in any event before that phase of work is scheduled to be completed, stating fully the events giving rise to the request, the requested time extension, and the justification for the time extension requested.

ARTICLE VI - STANDARDS

The Engineer shall be responsible for working with the OTO in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, OTO needs, and guidance provided in the most current version of EPG 136 Local Public Agency (“LPA”) Policy. The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For Services provided under this Contract, the OTO will compensate the Engineer as follows:

- A. OTO will pay the Engineer the actual costs incurred plus a predetermined Fixed Fee identified in the Contract, with an established Maximum Payment Amount for said Services which shall not be exceeded. The Engineer providing Services hereunder shall be required to keep track of the amount of Actual Costs plus Fixed Fee expended in this Contract at all times. Any costs in excess of the Maximum Payment Amount shall not be eligible for payment. The Engineer shall be paid a cumulative maximum amount for the Services equal to the lesser of (i) the Actual Costs plus Fixed Fee for all Tasks or (ii) the Maximum Payment Amount. In the event that work beyond the prescribed Services are needed, the Contract may be supplemented with the written agreement of both parties.
- B. Compensation is conditioned upon acceptable performance. Provided Engineer performs the Services in the manner set forth herein, the payments described herein shall constitute complete compensation for all services to be rendered under this Contract. The OTO expressly reserves the right to disapprove in whole or in part a request for payment where the Services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of Services set forth in Attachments A and B.
- C. Total compensation not to exceed. It is expressly understood that the amount of aggregate payments made by OTO under this Contract shall not exceed forty-nine thousand five hundred fifty-four and 96/100 dollars (\$49,554.96) (the "Maximum Payment Amount").
- D. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment C attached hereto and incorporated herein by reference (the "Estimate of Cost"). Any major changes in work, extra work, exceeding of the Maximum Payment Amount, or change in the Fixed Fee Amounts will required a supplement to the Contract, as covered in Article III - ADDITIONAL SERVICES.
- E. Actual Costs are defined as:
 - a. Actual payroll salaries paid to employees for time they are productively engaged in work covered by this Contract, plus
 - b. An amount calculated at 167.8% of actual salaries in item a above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice
 - c. Other costs directly attributable to the Services but not included in the above overhead, such as vehicle milage, meals and lodging, printing, surveying expendables, and computer time, plus
 - d. Project costs incurred by subcontractors on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

- F. The rates shown for additives and overhead rates in E. b. above are the established Engineer's overhead rate accepted at the time of execution of this Contract and shall be utilized throughout the life of this Contract for billing purposes. The Actual Costs of additives and overhead shall not exceed the rates approved by MODOT and FHWA.
- G. The payment of costs under this Contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- H. No partial payment to Engineer shall be considered approval or acceptance of work done or materials furnished hereunder.

METHOD OF PAYMENT -

- I. Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices of Actual Costs incurred, as well as all completed deliverables to date, and the appropriate documentation of the status of uncompleted deliverables for each Task specified in Attachment A – Scope of Services. Payments will be an amount equal to the Actual Costs incurred plus a pro-rated portion of the Fixed Fee. Payment may be withheld on any particular work item that has not been completed in accordance with the Contract. In no event shall the payment (Actual Costs plus Fixed Fee) exceed the Maximum Payment Amount in Article VII above.

Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. Upon receipt of the invoice, progress report, and confirmation by OTO that all work covered by the invoice has been completed in accordance with the Contract and to OTO's satisfaction in its sole and absolute discretion, the OTO will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the Services rendered in an amount equal to the Actual Costs incurred plus a pro-rated portion of the Fixed Fee. Payment may be withheld on any particular work item that has not been completed in accordance with the Contract. In no event shall the payment (Actual Costs plus Fixed Fee) exceed the Maximum Payment Amount in Article VII above.

The OTO will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the Maximum Payment Amount earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the Fixed Fee, will be subject to final audit of actual expenses during the period of the Contract.

The OTO will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the estimate for the portion of the Services completed, as shown by the progress report. The OTO shall not be liable for any charges which exceed (i) the Maximum Payment Amount, (ii) the Fixed Fee Amount, or (iii) the Actual Costs. All payments made by OTO under this Contract will be subject to final audit of the Actual Costs and any necessary governmental grant documentation during the period of this Contract. The audit will be conducted after the Services are complete. In the event OTO's audit of the Actual Costs shows that OTO's payments to Engineer were greater than the Actual Costs, Engineer shall refund such excess amount to OTO within ten (10) days of receiving notice of such excess payment. In the event OTO's audit of the Actual Costs shows that OTO's payments to Engineer were less than the Actual Costs, OTO shall pay the amount of such deficiency to Engineer within a reasonable time; provided however, that Engineer shall not be entitled to payment of amounts greater than the Maximum Payment Amount and the Fixed Fee Amount.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the OTO shall have the right to annul this Contract without liability, or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the Services covered by this Contract, except as provided herein, shall be sublet, subcontracted, or transferred without the prior written consent of the OTO. The subletting, subcontracting, or transferring of the Services shall in no way relieve the Engineer of its primary responsibility for the quality and performance of the Services. Each approved subcontractor is set forth below.

Subcontractor Name	Address	Services
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ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the professional engineer, who shall by duly licensed in the State of Missouri, endorsing the work. By signing and sealing the plans, specifications, and estimates submittals the Engineer will be representing to OTO that the design meets the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, construction diary, cost and accounting records, construction records and other records pertaining to this Contract and to the project covered by this Contract, for a period of not less than three years following final payment by OTO to the Engineer. Said records shall be made available for inspection by authorized representatives of the OTO, MoDOT or the federal government during regular working hours at the Engineer's place of business and copies shall be furnished, upon request, to authorized representatives of the Missouri Highways and Transportation Commission (the "**Commission**"), state of Missouri, FHWA, or other Federal agencies. In the event of litigation or settlement of claims arising from the performance of this Contract, Engineer agrees to maintain such records for of the longer of (i) three (3) years or (ii) until the OTO, the FHWA, or any authorized representatives of the Federal Government and the State of Missouri, have disposed of all such litigation, appeals, claims or exceptions related thereto.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

All documents and work products prepared during the performance of the Services, including but not limited to, plans, tracings, maps and specifications shall be delivered to and become the property of the OTO upon termination or completion the Services. All such information produced under this Contract shall be available for use by the OTO without restriction or limitation on its use. To the extent that any such intellectual property rights naturally accrue to the benefit of Engineer, Engineer hereby assigns and conveys all such rights to OTO. Engineer agrees to execute and deliver other

documents reasonably necessary to consummate the transfer of all such intellectual property rights to OTO.

ARTICLE XIII - CONFIDENTIALITY

- A. **Confidentiality.** The Engineer agrees that the Engineer's services under this Contract and all information provided to the Engineer by OTO, MoDOT and the FHWA (the “**Confidential Information**”) shall be kept confidential. The Engineer shall not disclose the Confidential Information during the term of this Contract (except to such employees, subcontractors, and agents as is necessary to allow Engineer to perform the Services) or after its termination. Engineer shall promptly inform OTO of any unauthorized disclosure of Confidential Information. Engineer shall be responsible for any disclosure of Confidential Information by persons to whom Engineer provides the Confidential Information as allowed by this Section. The following shall not be considered Confidential Information: (1) information which is already in the public domain at the time the Engineer performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) Engineer can prove that Engineer knew prior to receiving such information from OTO. Engineer shall promptly notify OTO of any requirement that Confidential information be disclosed pursuant to a law or court order so that OTO may obtain a protective order or other remedy. If Engineer is required, in the opinion of its counsel, to disclose Confidential Information, Engineer shall take all reasonable steps to preserve the privileged nature and confidentiality of the Confidential Information, including requesting that the Confidential Information not be disclosed to non-parties or the public, and (b) cooperate with OTO to obtain such protective order or other remedy. In the event that such protective order or other remedy is not obtained, Engineer shall furnish only that portion of the Confidential Information which, on the advice of the Engineer's counsel, is legally required to be disclosed and, upon OTO's request, use its commercially reasonable efforts to obtain assurances that confidential treatment will be given to such information. Upon the termination or expiration of this Contract, Engineer shall return or destroy, at OTO's election, all Confidential Information.
- B. **Relief.** The parties agree and understand that, in the event of the unauthorized use or disclosure of any Confidential Information, monetary damages would be insufficient to compensate OTO and that injunctive relief would be appropriate to prevent any such actual or threatened use or disclosure of Confidential Information. OTO shall not be required to post a bond to obtain such relief. No remedy conferred on OTO by any of the specific provisions of this Contract is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and will be in addition to any other remedy at law or in equity. The election of one or more remedies by either party will not constitute a waiver of the right to pursue any other available remedy. If legal action is taken by OTO concerning the Engineer's unauthorized use or disclosure of Confidential Information, OTO shall be entitled to recover its attorney's fees and costs incurred in the legal actions.

ARTICLE XIV - ENGINEER WARRANTIES

The Engineer represents and warrants to OTO that:

- A. it is duly organized, validly existing and in good standing as a corporation under the laws and regulations of the state of its organization;

- B. it has the full right, power, and authority to enter into this Contract, to grant the rights granted hereunder, and to perform its obligations hereunder, and this Contract does not conflict with or violate any other agreement or contract to which Engineer is a party;
- C. the execution of this Contract by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action;
- D. when executed and delivered by the Engineer, this Contract will constitute the legal, valid, and binding obligation of the Engineer, enforceable against the Engineer in accordance with its terms;
- E. Engineer shall perform its obligations under this Contract using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Contract; and
- F. Engineer is in compliance with all laws and shall perform its obligations under this Contract in compliance with all laws.

ARTICLE XV - SITE SAFETY

Engineer shall ensure that site on which the Services are performed (the “**Project Site**”) is safe and shall be responsible for the safety and actions of its employees, contractors, subcontractors, and agents at the Project Site. OTO makes no representations or warranties regarding the safety of the Project Site and shall not have any responsibility for ensuring its safety. Engineer hereby waives all claims against OTO arising out of or relating to the safety of the Project Site other than for claims caused by OTO’s willful misconduct. Engineer shall defend, indemnify, and hold harmless OTO and its officers, directors, employees, agents, successors, and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including but not limited to attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or resulting from the safety of the Project Site, accidents occurring at the Project Site, damage to property, or the injury or death of any person which are related to the performance under this Contract or Engineer’s failure to perform under this Contract.

ARTICLE XVI - SUSPENSION OR TERMINATION OF CONTRACT

- A. OTO may, without being in breach hereof, suspend or terminate the Engineer's services under this Contract, or any part of them, for cause or for the convenience of the OTO, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of OTO.
- B. Should the Contract be suspended or terminated for the convenience of OTO, OTO will pay to the Engineer its fees as set forth in Attachment B for actual hours expended prior to such suspension or termination. The payment will make no allowances for damages or anticipated fees or profits. In the event of a suspension of the Services, the Engineer's compensation and schedule for performance of Services hereunder shall be equitably adjusted upon resumption of performance of the Services as determined by the mutual agreement of the parties.

- C. The Engineer shall remain liable to the OTO for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Contract during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Contract.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Services.
- E. In the event that OTO elects to waive its remedies for any breach by Engineer of any covenant, term or condition of this Contract, such waiver by OTO shall not limit OTO's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- F. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the OTO thirty (30) days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the OTO. In the event the condition is not remedied within one hundred and twenty (120) days of the Engineer's original notice, the Engineer may terminate this Contract.
 - 1. Receipt of written notice from the OTO that funds are no longer available to continue performance.
 - 2. The OTO's failure to make payment to the Engineer in a timely manner more than three times in any twelve month period.
 - 3. Any material breach of this Contract by the OTO.

ARTICLE XVII - DECISIONS UNDER THIS CONTRACT

OTO will determine the acceptability of work performed under this Contract in its sole and absolute discretion. Each decision OTO is authorized to make under this Contract shall be made by OTO in its sole and absolute discretion.

ARTICLE XVIII - SUCCESSORS AND ASSIGNS

OTO and the Engineer agree that this Contract and all contracts entered into under the provisions of this Contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XIX - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Services, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this Contract.

ARTICLE XX - RESPONSIBILITY FOR CLAIMS AND LIABILITY

- A. The Engineer shall defend, indemnify, and hold harmless OTO, MoDOT, and FHWA and each of their officers, directors, employees, agents, successors, and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including but not limited to attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or resulting from the Engineer's or its employee's, subcontractor's, permitted assign's, or agent's performance or failure to perform under this Contract including but not limited to any failure to comply with state, federal, or local laws such as wage and hour laws.
- B. In no event shall OTO be liable to the Engineer for special, indirect, or consequential damages, except those caused by the OTO's gross negligence or willful or wanton misconduct directly and solely resulting in a breach of this Contract. The maximum liability of the OTO shall be limited to the amount of money to be paid by the OTO to Engineer under this Contract.

ARTICLE XXI - RELATIONSHIP OF PARTIES

- A. **Independent Contractor Status.** The parties agree that Engineer is an independent contractor; that Engineer does not have the authority to act for OTO or to bind OTO in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of OTO; that the persons performing Services hereunder are not agents or employees of OTO; that Engineer has and hereby retains the right to exercise full control of and supervision over the performance of Engineer's obligations hereunder and full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized under state and local law to perform the Services.
- B. **No Joint Venture Relationship.** Nothing in this Contract shall be construed to create a partnership, joint venture, or agency relationship between the parties.
- C. **No Employment Relationship.** Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between OTO and either Engineer or any employee or agent of Engineer. Each party will be solely responsible for payment of all compensation owed to its employees, as well as federal and state income tax withholding, Social Security taxes, and unemployment insurance applicable to such personnel as employees of the applicable party. Each party shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits (if any) to which such party's employees may be entitled. Each party agrees to defend and indemnify the other against any claims that the indemnified party has failed to pay compensation, tax, insurance, or benefits for employees of the indemnifying party.

ARTICLE XXII - DISPUTES

- A. In the event of a dispute between the parties, either party may deliver a notice of the dispute to the other party. The parties shall negotiate in good faith to resolve such dispute for a period of fifteen (15) days before pursuing any other dispute resolution mechanism described herein except for equitable relief.

- B. Unless otherwise directed by OTO, Engineer shall continue performance under this Contract while matters in dispute are being resolved.
- C. The duties and obligations imposed by this Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Article XXIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the Services, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal laws related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this Contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this Contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XXIV - LOBBY CERTIFICATION

Since federal funds are being used for the Contract, the Engineer's signature on this Contract constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XXV - INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, worker's compensation, and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the Services, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of the Services.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$517,306 per person up to \$3,448,710 per occurrence;
 - 2. Automobile Liability: \$517,306 per person up to \$3,448,710 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's

Liability: \$1,000,000; and

4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
 5. The Certificate of Insurance shall name The Ozarks Transportation Organization and The City of Springfield, Missouri as additional insured.
- D. The Engineer shall, within five (5) days of a request by OTO, provide the OTO with certificates of insurance evidencing the Engineer's insurance policies and evidencing that all required insurance is in effect.
- E. Any insurance policy required under this Contract shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXIX - NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Engineer acknowledges and agrees that, notwithstanding any concurrence by the United States Department of Transportation ("USDOT") in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the USDOT, the USDOT is not a party to this Contract and shall not be subject to any obligations or liabilities to the Engineer, or any other party pertaining to any matter resulting from this Contract. The Engineer will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA.

ARTICLE XXX - FALSE STATEMENTS OR CLAIMS, CIVIL AND CRIMINAL FRAUD

- A. The Engineer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Subtitle A, Part 31, apply to its actions pertaining to this Contract. The Engineer shall certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract of the FHWA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Engineer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the USDOT deems appropriate.
- B. The Engineer acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FHWA under 23 U.S.C. Sections 104(f) and 1364 and 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 U.S.C 1001 on the Engineer, to the extent the USDOT deems appropriate.

ARTICLE XXXI - APPROVAL

This Contract is made and entered into subject to the approval of MODOT and FHWA. The OTO shall have no liability whatsoever for any cost or loss to the Engineer if MODOT and FHWA does not approve this Contract.

ARTICLE XXXII - ATTORNEY FEES

In the event of any litigation arising from breach of this Contract OTO shall be entitled to recover from the Engineer all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

ARTICLE XXXIII - LAW OF MISSOURI TO GOVERN

This Contract shall be construed according to the laws of the State of Missouri. The Engineer shall comply with all local, state, and federal laws and regulations relating to the performance of the Contract.

ARTICLE XXXVI - VENUE

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

ARTICLE XXXV - ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties. No course of dealing or performance between the parties, or any delay in exercising any rights or remedies or otherwise, shall operate as a waiver of any of the rights or remedies of any party.

ARTICLE XXXVI - SEVERABILITY

If any provision or portion of a provision of this Contract is declared void or unenforceable, such provision or portion shall be deemed severed from this Contract, which shall otherwise remain in full force and effect.

ARTICLE XXXVII - NOTICE

All notices, requests, demands and other communications required or permitted under this Contract shall be in writing and shall be deemed to have been duly given, made and received on the third day after being sent by certified mail, postage prepaid, return receipt requested, or on the date sent if sent by a nationally recognized overnight courier in each case addressed to each party's address in their respective signature blocks. A party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

ARTICLE XXXVIII –ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this Contract:

Attachment A - Scope of Service

Attachment B - Estimate of Cost

Attachment D - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment E - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment F -DBE Contract Provisions

Attachment G - Fig. 136.4.15 Conflict of Interest Disclosure Form

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Executed by the Engineer on the date hereof _____.

Executed by the OTO on the date hereof _____.

FOR: Ozarks Transportation Organization

BY: _____
Executive Director

ATTEST: _____
Grants Administrator

Notice Address:
Ozarks Transportation Organization
Attn: Sara Fields
2208 W. Chesterfield Blvd., Suite 101
Springfield, MO 65807

FOR: *Crawford, Murphy & Tilly, Inc*

BY: _____
Name:
Title:

Notice Address:
Crawford, Murphy & Tilly, Inc.
Attn: Ryan Stehn
1631 W. Elfindale
Springfield, MO 65807

ATTACHMENT A

SCOPE OF SERVICES

Study Area: The traffic impact study shall determine the traffic impacts of the proposed 190-acre development near the intersection of Route 160 & Pembroke Avenue in Nixa, MO. The proposed development consists of a mixed-use development of single/multifamily and office and retail.

Task 1: Scoping Meeting

The consultant shall attend a scoping meeting with the Client, City of Nixa, and MoDOT. The scoping meeting will verify scope of the study including the analysis period, study area, acceptable analysis tools, review timeframes, and other requirements needed for acceptance of the traffic study. The scope below may be modified following the scoping meeting to meet the requirements determined in the traffic study.

The consultant shall prepare minutes of the meeting for review and approval from all agencies attending the scoping meeting.

Task 2: Traffic Counts / Data Collection and Review

The consultant shall collect available relevant information from Client, City of Nixa, and MoDOT. Information shall include expected development details to be used for trip generation estimates.

The consultant shall observe the site to identify potential traffic-related issues, access constraints and existing operating conditions.

The consultant shall collect weekday turning movement counts between 7:00 a.m. – 9 a.m. and between 4:00 p.m. - 6:00 p.m. at the following intersection:

- Route 160 & South Road
- Route 160 & Route 14
- Norton Road & Pembroke Ave
- Pembroke Ave & Route 14

Task 3: Forecast Traffic Volumes

The consultant shall forecast the amount of traffic generated by the potential development during the peak time periods. These traffic forecasts shall be done utilizing information on the site from the client and the latest Trip Generation Manual from the Institute of Transportation Engineers.

Task 4: Traffic Assignment / Distribution

The consultant shall assign trips into and out of the site and along the adjacent roadways. Available resources shall also be reviewed to determine the likely amount of additional growth in the study area. Traffic assignment will be based upon existing traffic patterns and information provided by the Client from the OTO Travel Demand Model.

Task 5: Capacity Analysis

The consultant shall perform capacity analyses of the critical intersections in the study area under the following scenarios:

- 2025 Existing conditions
- 2027 Future conditions (existing plus development traffic)
- 2027 Existing conditions
- 2047 Existing conditions
- 2047 Future conditions (existing plus development traffic)

Intersections to be analyzed include:

- Route 160 & South Road
- Route 160 & Route 14
- Norton Road & Pembroke Ave
- Norton Road & Route 14
- Potential Pembroke Ave extension & Route 160

These analyses will be conducted with the most recent version of the Transportation Research Board's Highway Capacity Manual or another generally accepted manual or software tools.

The existing roadway network and intersections will be studied, and a recommendation will be made for improvements within the study area, which may include:

- Turn lanes and review of existing turn lane lengths
- Widening shoulders
- Additional through lanes
- Vertical alignment improvements
- Horizontal alignment improvements

Task 6: Safety Analysis

- The consultant shall analyze existing crash data in accordance with MoDOT's policy (905.3.6.1 Existing Safety Analysis)
- The consultant shall utilize the analysis of the existing crash data to develop and calibrate a crash prediction model for the study area.
- The consultant shall model alternatives using safety modeling in accordance with MoDOT's policy (905.3.6.2 Safety Modeling).

Task 7: Signal Warrant Analysis

The consultant shall review the study intersection to determine if signals are warranted.

Task 8: Report Preparation

The consultant shall prepare a written report documenting their findings and conclusions along with graphics, as needed, to illustrate the recommended improvements. This report shall identify any improvements necessary to accommodate the anticipated additional traffic for the developments. The report shall also identify those improvements that would be necessary without the proposed development. These improvements may include: signalization, widening, turn lanes, horizontal alignment improvements or vertical alignment improvements.

Task 9: Meeting Attendance

The consultant shall attend up to 4 meetings with the Client and/or the City, or MoDOT. These meetings may include:

- Scoping Meeting
- Coordination Meetings
- Progress Reports to the various agencies

Task 10: Address Review Comments

The consultant shall make the necessary revisions to the study to gain approval from the required government agencies.

Task 11: Project Administration

The consultant shall conduct the necessary internal reviews to ensure the accuracy of the data presented in the report.

The consultant shall submit monthly progress reports to the client.

ATTACHMENT B

SCHEDULE

PERIOD OF SERVICE

The Consultant shall make submittals in accordance with the funding schedule below:

2. Notice to Proceed – October 2025
3. Draft Study and Data – March 2026
4. Final Pembroke Avenue/Route 160 Study Acceptance OTO Board of Directors – May 30, 2026

PERIOD OF SERVICE – The total period of service is expected to be completed by Summer 2026.

ATTACHMENT C

ESTIMATE OF COST

Route 160 Pembroke Development
Traffic Study

Crawford, Murphy & Tilly, Inc. Tasks, Hours and Fee Summary												
Task No.	Task Description	Principal	Senior Engineer II	Senior Engineer I	Project Engineer	Engineer I				Administrative Assistant	Total Hours	Labor Costs
1	Scoping Meeting	3	3	4		3					13	
2	Traffic Counts / Data Collection and Review			4		16					20	
3	Forecast Traffic Volumes	2		8		16					26	
4	Traffic Assignment / Distribution			8		20					28	
5	Capacity Analysis			12		24					36	
6	Safety Analysis			12		40					52	
7	Signal Warrant Analysis			2		6					8	
8	Report Preparation	2		16		40				8	66	
9	Meeting Attendance	6	8	12							26	
10	Address Review Comments	2		12		16					30	
11	Project Administration	2	4	8						4	18	
	Sub Total CMT Hours	17	15	98	0	181					12	323
	Hourly Salary	\$80.71	\$70.24	\$55.61	\$48.23	\$37.96					\$31.75	
	Sub Total CMT Labor Cost	\$1,372.07	\$1,053.60	\$5,449.78	\$0.00	\$6,870.76				\$381.00		\$15,127.21
	Task Hours Check											
	Total CMT Hours	17	15	98	0	181	0	0	0	0	12	323
	Hourly Salary	\$80.71	\$70.24	\$55.61	\$48.23	\$37.96	\$0.00	\$0.00	\$0.00	\$0.00	\$31.75	
	Total CMT Labor Cost	\$1,372.07	\$1,053.60	\$5,449.78	\$0.00	\$6,870.76	\$0.00	\$0.00	\$0.00	\$381.00		\$15,127.21

Labor	\$15,127.21
Overhead (167.80%)	\$25,383.46
Subtotal	\$40,510.67
Fixed Fee (15%)	\$6,076.60
Subtotal	\$46,587.27
FCCM (0.54%) Applied to Labor Only	\$81.69
Total	\$46,668.96
Direct Costs	
Traffic Counts	\$1,920.00
Mileage	\$966.00
CMT FEE	\$49,554.96

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the Engineer is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Engineer shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The Engineer shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The Engineer certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Engineer is unable to certify to any of the statements in this certification, Engineer shall attach an explanation to this proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT F

DISADVANTAGE BUSINESS ENTERPRISE CONTRACT PROVISIONS

1. Policy: It is the policy of the U.S. Department of Transportation and the OTO that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

a. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

b. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

c. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

d. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

e. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the OTO, the Engineer shall file a list with the OTO showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

a. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

b. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

c. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

d. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

e. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

f. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

g. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

h. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

g. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

CONFLICT OF INTEREST DISCLOSURE FORM FOR LPA/ENGINEERS

Local Federal-aid Transportation Projects

Firm Name (Engineer): Crawford, Murphy & Tilly, Inc

Project Owner (LPA): Ozarks Transportation Organization

Project Name:

Project Number:

As the LPA and/or Engineer for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri’s Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Engineer’s proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with this Contract.

LPA

Engineer

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

TAB 11

BOARD OF DIRECTORS AGENDA 09/25/2024; ITEM II.I.

FTA 5310 Funding Awards

**Ozarks Transportation Organization
(Springfield, MO Area MPO)**

AGENDA DESCRIPTION:

The OTO issued an FTA Section 5310 FFY 2024 Call for Projects that closed on July 31, 2025. These funds are for improving the mobility of seniors and individuals with disabilities in the OTO area. Non-profit human service agencies and public transportation providers are eligible to apply. This Call for Projects was for “traditional” funding projects which are purchase of replacement or additional vehicles and “non-traditional” funding projects which may be utilized for additional public transportation projects that improve accessibility to public transportation for seniors and individuals with disabilities. The OTO received two applications for a total of three vehicles under the “traditional” funding section.

1. FTA 5310 – OATS, Inc

OATS was recommended by the LCBT to receive an estimated \$157,000 in FTA Section 5310 funding to replace two vehicles of their fleet with one wide body cutaway vehicle and one high roof extension van supporting their contracted transportation services for the Greene County Senior Tax Board, and the MO Dept of Mental Health within the OTO region. Match is provided by OATS in the estimated amount of \$39,400.

2. FTA 5310 – VSL Springfield Assisted Living LLC

The VSL Springfield Assisted Living LLC was recommended by the LCBT to receive an estimated \$61,656 in FTA Section 5310 funding to replace their current vehicle with a medium roof extended conversion van supporting their client-based transportation services for seniors at their facility also known as Creekside at Elfindale Assisted Living. The vehicle will also be used at the other Creekside at Elfindale facilities if needed. Match is provided by the LLC in the estimated amount of \$15,414.

LOCAL COORDINATING BOARD FOR TRANSIT:

At its scheduled meeting on August 14, 2025, the Local Coordinating Board for Transit recommended that the Board of Directors approve awarding FTA 5310 funds to OATS, and VSL Springfield Assisted Living LLC.

BOARD OF DIRECTORS ACTION REQUESTED:

A member of the Board of Directors is requested to make one of the following motions:

“Move to approve awarding FTA 5310 funding to OATS and VSL Springfield Assisted Living LLC.”

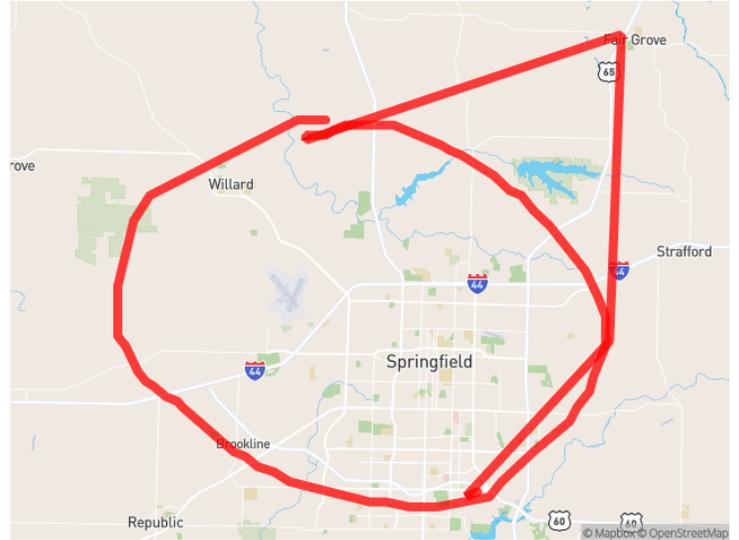
OR

“Move to approve the award with the following changes...”

CFP24-136 - OATS Fleet Renewal

Replacing two vehicles that have met useful life.

Plan Revision	June 2025 Transit
Section	-
Project Type	Transit Capital
Lead Agency	OATS
County	Area Wide
Municipality	Area Wide
Status	-
Total Cost	\$196,400
MoDOT ID	-
Federal ID	-
Project From	-
Project To	-
Project Considerations	-
Funding Source Notes	-



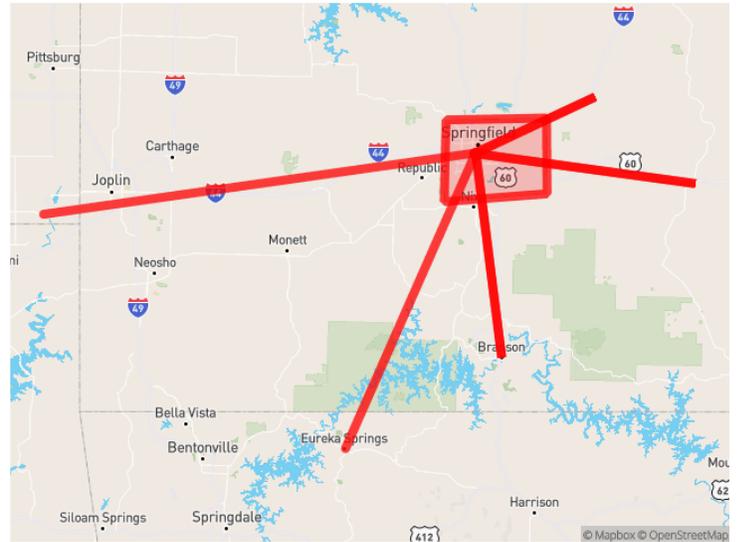
Phase	Fund Source	Prior	FY2026	Future	Total
Capital	Federal	-	\$157,000	-	\$157,000
Capital	Local	-	\$39,400	-	\$39,400
Total Capital		-	\$196,400	-	\$196,400
Total Programmed		-	\$196,400	-	\$196,400

OATS has service contracts with Senior Age, the Greene County Senior Tax Board and the MO Dept. of Mental Health to provide service to seniors and people with disabilities in the OTO area. Capital funding is needed to replace vehicles providing this service because the grants received through MoDOT are restricted to rural areas and cannot be used in the Springfield, Nixa and Ozark areas that fall in FTA UZA 83953. We are requesting funding to purchase two vehicles to replace older, existing vehicles in our fleet. These vehicles will be used to provide service to seniors and people with disabilities in Rural Greene and Christian Counties to Nixa.

CFP24-135 - VSL Springfield Assisted Living LLC

VSL Springfield Assisted Living LLC's application for a Ford Transit.

Plan Revision	June 2025 Transit
Section	-
Project Type	Transit Capital
Lead Agency	Vetter Senior Living
County	Greene County
Municipality	-
Status	-
Total Cost	\$77,070
MoDoT ID	-
Federal ID	-
Project From	-
Project To	-
Project Considerations	-
Funding Source Notes	-



Phase	Fund Source	Prior	FY2026	Future	Total
Capital	Federal	-	\$61,656	-	\$61,656
Capital	Local	-	\$15,414	-	\$15,414
Total Capital		-	\$77,070	-	\$77,070
Total Programmed		-	\$77,070	-	\$77,070

VSL Springfield Assisted Living LLC, owned and operated by Vetter Senior Living, provides community and assistance with activities of daily living, transportation, medications, and supportive services. Vetter Senior Living also owns and operates VSL Springfield Manor LLC (Skilled Nursing Facility) and VSL Springfield Creekside LLC (Independent Living) which would also utilize the proposed vehicle if granted. The three Springfield entities allow Vetter Senior Living to serve the elderly population with a continuum of care meeting individuals where their needs are whether this be through community, assistance with activities of daily living, skilled care, or short-term rehabilitation. This project would be a replacement to a near 20-year-old Ford E350. The Ford E350 creates challenges and limitations for the team members and residents of VSL Springfield Assisted Living LLC and other VSL communities in the area. It cannot be taken above 50 mph which limits where the vehicle can be taken due to not being able to access the interstate and due to the seat configuration residents cannot pass up and down the aisle easily. Replacement of the Ford E350 with a Ford Transit would allow the community to live with purpose and enrich the lives of the elderly served through group outings in the surrounding area and longer distance trips. Members of the community enjoy outings to museums, gardens, the zoo, and the movies amongst other activities along with trips to Joplin, Branson, and Mansfield.

TAB 12

BOARD OF DIRECTORS AGENDA 09/25/2025; ITEM I.B.

Public Comment

**Ozarks Transportation Organization
(Springfield, MO Area MPO)**

AGENDA DESCRIPTION:

Under Tab 12 of the agenda packet, for Board member review, are Public Comments for the time frame between July 17, 2025 and September 16, 2025. Any additional public comment received by September 24, 2025 will be shared before the meeting.

BOARD OF DIRECTORS ACTION REQUESTED:

This item is informational only, no action is required.



PUBLIC COMMENT



Area of concern: Eastgate and Catalpa

City/County of concern: Springfield/Greene County

Date received: 07/17/2025

Received through: Phone Call

Contact Name: Loren [REDACTED]

Contact Email/Ph #: [REDACTED]

Comment:

The caller stated the northbound and southbound lanes at the intersection of Eastgate and Catalpa, a 4-way stop, get stacked up. The caller thought a roundabout might be a good solution and believed there would be enough room for one.

OTO Response: Staff told the caller that the comment would be documented and shared with the Technical Planning Committee and Board of Directors, that we appreciate his feedback, and to call anytime with suggestions or concerns.



PUBLIC COMMENT



Area of concern: Sidewalk – Kansas Exp between Walnut Lawn and Erie St.

City/County of concern: Springfield/Greene County

Date received: 07/17/2025

Received through: Comment Email

Contact Name: Josh [REDACTED]

Contact Email/Ph #: [REDACTED]

Comment:

Would like to see the sidewalk connected between Walnut Lawn and Erie St. on Kansas Expressway.

OTO Response: Thank you for this comment. Public input is vital to the planning process. This information will be shared with our Technical Planning Committee and Board of Directors. We appreciate you reaching out!



PUBLIC COMMENT



Area of concern: Hines and ZZ Roundabout

City/County of concern: Republic/Greene County

Date received: 07/29/2025

Received through: Comment Email

Contact Name: Ron [REDACTED]

Contact Email/Ph #: [REDACTED]

Comment:

If you have a few minutes could you update me as to the Status of the Hines and ZZ Roundabout in Republic?

OTO Response: This is a City of Republic led project. We have federal funds allocated for design and would anticipate design to begin in the next 1-2 years. Please reach out anytime with questions or comments.



PUBLIC COMMENT



Area of concern: Public Perception of Transportation via Bicycle

City/County of concern: Springfield/Greene County

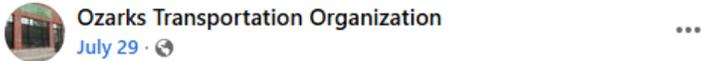
Date received: 07/30/2025

Received through: Facebook

Contact Name: Carolyn McGhee

Contact Email/Ph #: not available

OTO's Original Shared Posting



How bicycle-friendly is Springfield? Your input is important! The [League of American Bicyclists](#) is conducting an annual national census of Americans' experiences and ... [See more](#)



Springfield has been recognized as a Bronze-level Bicycle Friendly Community by the League of American Bicyclists since 2010 and it's time to renew our status! The City of Springfield, Ozark Greenways, and Ozarks Transportation Organization have submitted the renewal application and are now asking for feedback from anyone familiar with biking in our community. 🚲
Whether you're a daily commuter, weekend rider or simply familiar with biking in our city, your input counts! The survey is open till October 5. Please take a few minutes to share your thoughts and feel free to spread the word to fellow riders, neighbors and friends!
https://www.surveymonkey.com/r/BFC_2025

Facebook Comments



Carolyn McGhee
Getting there. It's not just about the infrastructure though, it's also about public perception regarding the transportation method. Unless it is seen as a valid way to access the community vs just recreation we will continue to have barriers even if the infrastructure is there. You have to be almost grown and have almost perfect vision to drive meanwhile kids and many legally blind people can see well enough to ride safely and independently. We also need to get employers to recognize that the non drivers ID is just as valid as the drivers license as a form of state ID and that employers SHOULD NOT specify a drivers license unless the job itself...not the commute to an office...requires it.

6w Like Reply Hide Edited





PUBLIC COMMENT



Area of concern: City Utilities Transit App

City/County of concern: Springfield/Greene County

Date received: 08/04/2025

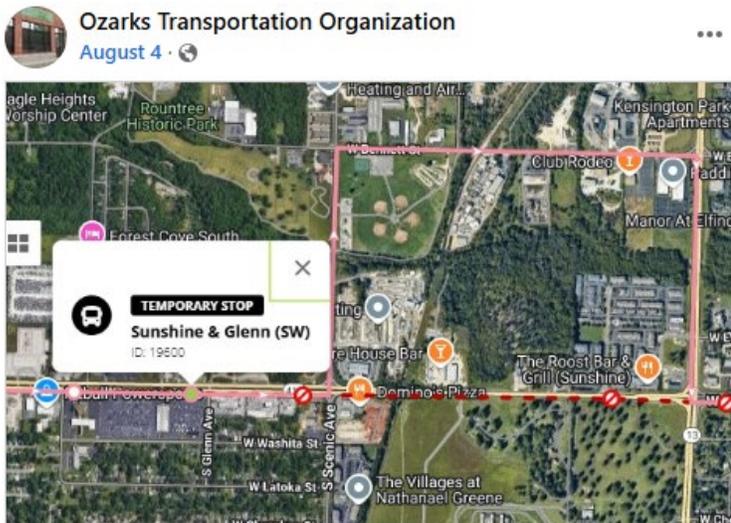
Received through: Facebook

Contact Name: Carolyn McGhee

Contact Email/Ph #: not available

OTO's Original Shared Posting

Facebook Comments



Carolyn McGhee
 One nice thing about the new app is it seems to be easier for them to communicate closures like this vs just trying to have a list at the top of the main page.

6w Like Reply Hide

CU Transit
 August 2

Starting Monday, August 4, 2025, through November 30, 2026, the 36 South Loop route will be detoured due to a service disruption.

- Closed Bus Stops:
 - Sunshine & Scenic (SW)
 - Sunshine at Marion
 - Sunshine & Kansas Expy (SW)
- ✓ Temporary Stop Added:
 - Sunshine & Glenn (SW)

We appreciate your patience and understanding as we work to improve your transit experience. For updates and route information, visit cutransit.net



PUBLIC COMMENT



Area of concern: Chestnut Expressway and Sunshine Closures

City/County of concern: Springfield/Greene County

Date received: 08/04/2025

Received through: Facebook

Contact Name: Jon Schatz

Contact Email/Ph #: not available

OTO's Original Shared Posting

Facebook Comments

 Ozarks Transportation Organization
August 4 · 🌐



Westbound
Chestnut Expressway
Lane Closures at the
Railroad Crossing
Between Kansas Expressway
and Grant Avenue
in Springfield, August 5-11



[MODOT.ORG/SW](https://www.modot.org/sw)

 Jon Schatz
MoDOT Southwest Missouri good timing with the closure of Sunshine at the same time.

6w Like Reply Hide

 MoDOT Southwest Missouri
August 4 · 🌐

Westbound Chestnut Expressway lane Closures at the railroad crossing between Kansas Expressway and Grant Avenue in #Springfield Tuesday – Monday, August 5-11

The Burlington Northern and Santa Fe Railway is doing repairs on the railroad. There will be a temporary Closure of both Chestnut Expressway westbound lanes as crews replace a railroad mast arm at the crossing <https://www.modot.org/node/73626> #MoDOTSW



PUBLIC COMMENT



Area of concern: Highway 63 North of Licking

City/County of concern: Outside of the OTO MPO Area

Date received: 08/04/2025

Received through: Facebook

Contact Name: Ed Corder

Contact Email/Ph #: not available

OTO's Original Shared Posting



Ozarks Transportation Organization

August 4 · 🌐

MoDOT staff have been working with planning partners across the state the past few months to update the High-Priority Unfunded Needs document. The draft document will be presented at the following meetings. The Springfield meeting will be August 14th from 4:00 pm-5:30pm at the Library Station Frisco Community Room, 2535 N Kansas Expressway. For more information, please follow the link below or contact MoDOT directly.

<https://www.modot.org/high-priority-unfunded-needs-public...>

PLEASE JOIN US TO DISCUSS

SOUTHWEST DISTRICT TRANSPORTATION NEEDS

including the long-range transportation plan, unfunded transportation needs, and provide feedback on the order of priorities that could be funded in the future.

Three meetings will be held:

August 7 4 pm - 5:30 pm Clinton Rotary Club 200 West Franklin Street, Clinton 64735
August 12 4 pm - 5:30 pm Joplin Public Library 1901 East 20th Street, Joplin 64804
August 14 4 pm - 5:30 pm The Frisco Room at Library Station 2535 North Kansas Expwy, Springfield 65803

Facebook Comments



Ed Corder

They need to do something about old Highway 63 north of Licking, Mo. The state took over 2 stretches of road connecting Licking with Raymondville and Houston but has long neglected Schafer Road. This portion of road is over 6 miles of the original route 7 then US 63, which by the way is the only road to the George O White Nursery a state run agency!
https://www.thelickingnews.net/2025/07/23/meet-one-of-shafer-roads-heroes/?fbclid=IwY2xjawL99OZleHRuA2FibQlxMQBicmlkETE2Z1Fvd21wSEY1UDVkrnZBAR4YV-gmSryk5vrl8W911KBbVDODPG9a1vqKJwgSduGfZrOxc4x BHR8pif9WrA_aem_ZO9gf5WJ-tR6suSDyTXuow

6w Like Reply Hide Edited



Ed Corder



6w Like Reply Hide



Author

Ozarks Transportation Organization

Ed Corder Thank you for your comment. Please share this information with MoDOT as it is outside our planning area.

6w Like Reply



Ed Corder

Ozarks Transportation Organization I don't know how to do that. Money was approved but the governor used a line item veto to stop the road repairs.

6w Like Reply Hide



Author

Ozarks Transportation Organization

Ed Corder Texas County is part of MoDOT's Southeast District. Here is a link to their webpage: <https://www.modot.org/southeast>. Their contact information is on that page. Hopefully they can provide you with more information.

6w Like Reply Commented on by **Ozarks Transportation** Edited



Ed Corder

Ozarks Transportation Organization Thank you so much.

6w Like Reply Hide



PUBLIC COMMENT



Area of concern: Safety and Non Drivers ID

City/County of concern: OTO MPO Area

Date received: 08/05/2025

Received through: Facebook

Contact Name: Carolyn McGhee

Contact Email/Ph #: not available

OTO's Original Shared Posting

Facebook Comments

 Ozarks Transportation Organization
August 5 · 🌐



 Carolyn McGhee
We need to get the public to understand that regardless of transportation method of choice or necessity all are just trying to get to their destination safely. Why are non driving jobs requiring a drivers license when walking, biking, and transit are also options and a non drivers ID is just as valid and is issued by the same government agency? The question should not be can you drive for a desk job the question should be can you be here reliably by (insert time).

5w Like Reply Hide Edited



 empower: abilities
August 5 · 🌐

🚗 Get Wise in 45: Transportation & Safety 🚗

Safety = Independence!
Join us for our next Get Wise in 45 session to explore:
Transportation options available in your community
Safety tips and knowledge to help you keep the keys to your car longer

📅 When: August 12 and August 28
📍 Where: empower: abilities

Don't miss this quick, 45-minute session designed to give you practical tools to stay mobile and independent!

[#GetWiseIn45](#) [#SafetyEqualsIndependence](#) [#EmpowerAbilities](#)
[#TransportationOptions](#) [#StayIndependent](#)

1

1



PUBLIC COMMENT



Area of concern: Bus Stop near N. Dysart Avenue

City/County of concern: Springfield/Greene County

Date received: 08/10/2025

Received through: Map-A-Concern (OTO website)

Contact Name: Mark [REDACTED]

Contact Email/Ph #: N/A

Comment:

Wondering why the nearest bus stop (from my home at N. Dysart Ave) is so distant and inconvenient.

Map



OTO Response: Unable to respond through the Map-A-Concern feature



PUBLIC COMMENT



Area of concern: At Grade Separations & Bridges & Loop

City/County of concern: Nixa, Ozark, Republic, Strafford, Willard/Greene & Christian County

Date received: 08/19/2025

Received through: MoDOT Comment

Contact Name: John [REDACTED]

Contact Email#: [REDACTED]

Comment:

High priority projects should include grade separation at all intersections with four lane highways in Greene County. Bridges at low water crossings on state routes in Greene County and corridor preservation for an outer loop connecting Strafford, Ozark, Nixa, Republic, and Willard.

MoDOT Response:

Thank you for submitting a comment on Missouri's High Priority Unfunded Needs.

We value your input and will share your comment with our planning partners, the Ozarks Transportation Organization and the Southwest Missouri Council of Governments.

MoDOT and our planning partners will consider your comment as we work together to finalize the list of high priority unfunded needs.



PUBLIC COMMENT



Area of concern: Driver/Car Focus

City/County of concern: OTO MPO Area

Date received: 09/02/2025

Received through: Facebook

Contact Name: Carolyn McGhee

Contact Email/Ph #: not available

OTO's Original Shared Posting

Facebook Comments



Carolyn McGhee
 Springfield has acted for years like only drivers mattered and covid only exacerbated the issue. We need to consider our priorities: do we want to be drive thru only and exclusive or do we want to increase sidewalk miles and be inclusive? Vocational rehab, rehab services for the blind, the career center, and others have been telling people to leave for years because there's no opportunities here for non drivers. How much longer are we going to let this bleed out? We can put in as much sidewalk as funding will allow but if we don't fix the car centric attitude of the business community we're still going to have issues. We've been losing population for over 15 years. How much longer? When will we get inclusive infrastructure and a city culture that cares about its people??

1w Like Reply Hide Edited

SGF Yields
 September 2 at 1:04 PM ·

New sidewalk!
 Public Works currently maintains around 780 miles of sidewalks - but we know there are still many streets in Springfield in dire need of sidewalks.

We have an annual budget of 1.2 million dollars for new and existing sidewalks - however, the need is much greater: Public Works identified 80 miles of high priority sidewalk gaps, which are estimated to cost \$40 million dollars. Another \$100 million on top of that is needed to bring existing sidewalks into ADA compliance.

That being said, the City of Springfield is committed to pedestrian safety and wants to hear from you to help us prioritize. Visit springfieldmo.gov and select "Report a concern" to submit a service request.



PUBLIC COMMENT



Area of concern: Distracted Driving

City/County of concern: OTO MPO Area

Date received: 09/02/2025

Received through: Facebook

Contact Name: Carolyn McGhee

Contact Email/Ph #: not available

OTO's Original Shared Posting

Facebook Comments



Ozarks Transportation Organization
September 2 at 3:33 PM · 🌐

Missouri Department of Transportation ✓
September 2 at 1:01 PM · 🌐

One 🧠 thing 🧠 at 🧠 a 🧠 time! We may like to think we're good multitaskers, but driving should be our sole focus when behind the wheel. Do your part in keeping you, your passengers and other road users safe!

Carolyn McGhee

People think being unable to see is worse. I disagree, being sighted and distracted is worse. A lot of blind people are more aware of their surroundings than drivers these days because unlike drivers they're not distracted by phones or other things. When the national federation of the blind designed the first blind driver driver assist car the Virginia tech students wanted to blindfold a sighted person but the president told them they were too used to not paying attention. In contrast blind people use their hearing, touch, and mind to keep track of what's going on around them. I got a chance to ride in the blind driver car in 2011 and he's a better, smoother driver than a lot of people on the roads then and especially now as distractions have increased.

1w Like Reply Hide



PUBLIC COMMENT



Area of concern: Pedestrians and Bikes/Scooters

City/County of concern: Springfield/Greene County

Date received: 09/02/2025

Received through: Facebook - Messenger

Contact Name: Carolyn McGhee

Contact Email/Ph #: not available

Facebook Comments

Something to consider looking at, is there a proportion calculation regarding speed and distance lost on bikes/scooters like there is for cars? To kind of twist that, could we develop a recommendation, if you're this far away from overtaking a pedestrian while going this speed call out at this distance to warn them so you don't scare them into traffic? Calling out from right behind them is no good, you might end up in the grass or street depending on which direction you go. If we can't separate pedestrians from wheeled traffic we need to figure this out.

OTO Reply:

Hello Carolyn, those are some great questions. The city of Springfield would be the ones who would develop those kinds of policies. You can reach them at city@springfieldmo.gov, via Facebook at <https://www.facebook.com/CityofSGF>, or by phone at 417-864-1010. Thank you!



PUBLIC COMMENT



Area of concern: West Sunshine Bridge Project

City/County of concern: Springfield/Greene County

Date received: 09/11/2025

Received through: Phone

Contact Name: Russ [REDACTED] & Irene [REDACTED]

Contact Email/Ph #: [REDACTED]

Comment:

Called regarding the businesses and food truck park near US Automotive near the bridge project. The detour is hurting the businesses. Could there be signage stating the businesses are open? Is MoDOT able to do anything to update Google Maps? There has been a lot of confusion for food delivery drivers.

OTO Response:

OTO told the callers they would look into it and get back with them soon.



PUBLIC COMMENT



Area of concern: Highway N and Farm Road 168 Intersection

City/County of concern: Greene County

Date received: 09/12/2025

Received through: Comment Email & In Person

Contact Name: Jerry [REDACTED]

Contact Email#: [REDACTED]

Comment:

This is Jerry [REDACTED]. We had a conversation earlier this week when I stopped by your office about an intersection north of Republic. The intersection in question is State Highway N and Farm Road 168 north of Republic. State Highway N changes to Farm road 81 south of the intersection with farm road 168.

The issue is that when southbound traffic on State Highway N wants to turn left to go east on farm road 168. Farm road 168 is on a hilltop which prevents the southbound traffic from being able to clearly see oncoming traffic before turning left.

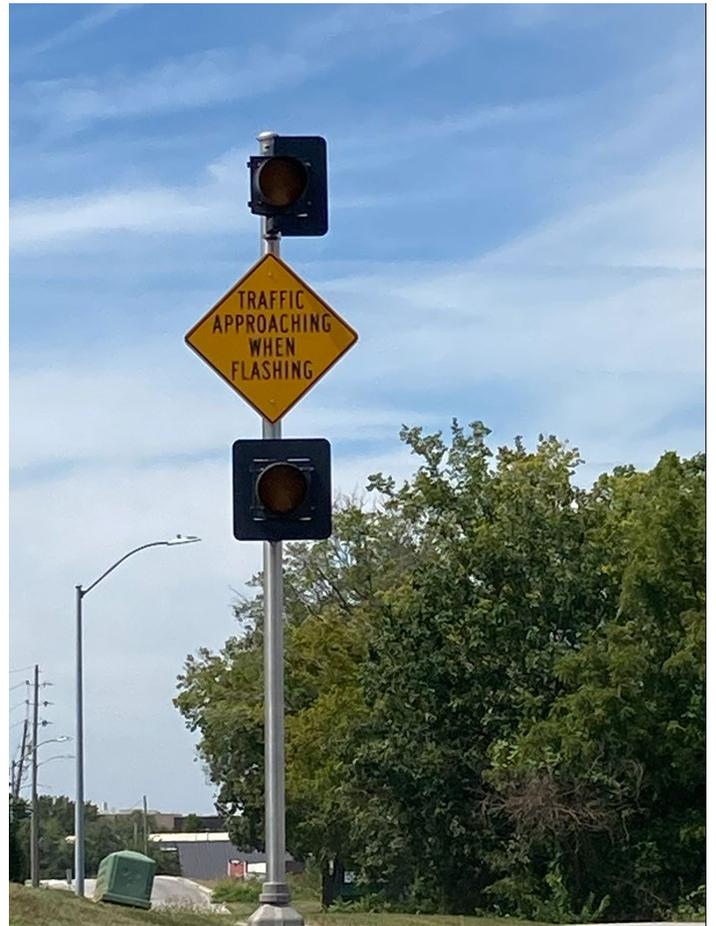
I don't know the traffic accident numbers, but in my 40 years of living in this area I believe that there have been several serious accidents and possibly fatalities at this intersection. The speed limit was lowered from 55 to 45 mph several years ago as Republic has grown, which helps make this intersection safer. But it is still dangerous to make that left turn, especially if a northbound driver is speeding.

I propose installing a traffic sign and signal like the one in the attached pictures. The unit could be placed on the southeast corner of the intersection facing north. These pictures came from the intersection of NW south outer road and NW 22nd street in Blue Springs, Mo.

I think having a unit like this installed would give drivers a warning a second or two before the driver would have a visual of the oncoming traffic and make this a safer intersection. I would think that it would not be exorbitantly expensive and could be in place quickly and easily.

Nicole, please submit this request for me for your organization to review and feel free to call or email me if you need any other information. Thanks again.

-Jerry [REDACTED]
[REDACTED]



OTO Response:

It was great to get to speak with you. Thank you for sending in the comment. Public input is vital to the planning process. It will be shared with our Technical Planning Committee and Board of Directors. Thank you again for reaching out!

Have a wonderful week!



PUBLIC COMMENT



Area of concern: 160 and Rosedale

City/County of concern: Nixa/Christian County

Date received: 09/16/2025

Received through: Map-A-Concern & Called

Contact Name: Lynette

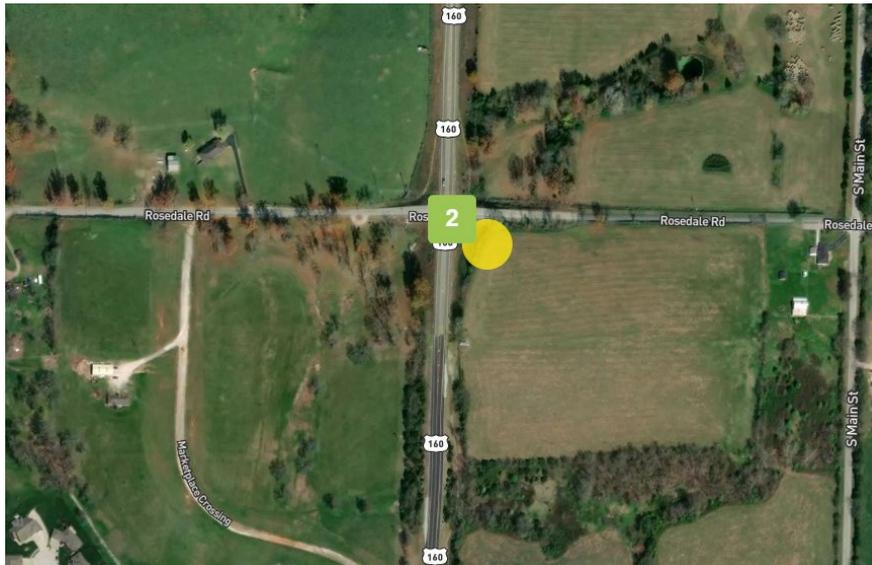
Contact Email/Ph #: [REDACTED]

Comment:

Map-a-concern comment: I spoke with MODOT and was told a study of this intersection was done. It was concluded that something should be done to reduce hazards at this intersection. There have been numerous accidents, even deaths at this intersection. It is incredibly dangerous and only keeps getting more dangerous as traffic increases.

Phone comment: Caller inquiring about what the community could do to bring awareness to the intersection and what funding may be available.

Map



OTO Response: Let the patron know their comment would be included in next Technical Planning Committee and Board of Directors meeting packets. Also, will call the patron back after staff return from a conference with any other information.



PUBLIC COMMENT



Area of concern: 160 and Rosedale

City/County of concern: Nixa/Christian County

Date received: 09/16/2025 **Received through:** Map-A-Concern & Comment Email

Contact Name: Amy [REDACTED]

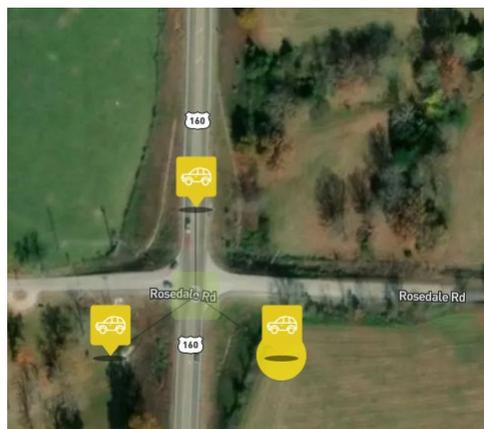
Contact Email/Ph #: [REDACTED]

Comment:

Email comment: Good evening...this email is regarding the safety of the intersection of Hwy 160 & Rosedale. I have lived in this area since 2006. This intersection has been a safety issue for almost two decades. It is a heavily traveled area both on 160 and Rosedale. There have been countless accidents, including fatalities, at this intersection. Although the SB right turn lane on 160 onto Rosedale has helped, the accidents continue to happen. It has become a common occurrence for the guardrail to be damaged, requiring replacement. Traffic going EB on Rosedale has a visibility issue for oncoming 160 traffic both directions due to the incline at the intersection as well as seasonal tall grass/weeds that can block the view completely. Countless requests have been made for a traffic light to be put in for the safety of all drivers and to reduce the cost of replacement of the guardrail to no avail. A suggestion has been made for a roundabout but unfortunately with the speed on 160 and the visibility hindrance that would not solve the safety issue. A traffic light would reduce the guardrail expense and improve the safety for traffic. Thank you for your consideration.

Map-A-Concern comment: My concern is at Rosedale & Hwy 160. There have been NUMEROUS accidents at this intersection, including fatality accidents. Despite adding a southbound right turn lane there is a visibility issue for traffic on Rosedale trying to either turn onto or cross Hwy 160. A traffic light is needed at this intersection to stop the continuous damage to property, including the guardrail, as well as injuries to drivers and passengers.

Map



OTO Response: Thank you for this information. Public input is vital to the planning process. This will be shared with our Technical Planning Committee and Board of Directors. We appreciate you reaching out.



PUBLIC COMMENT



Area of concern: Plainview Road near Melbourne St

City/County of concern: Springfield/Greene County

Date received: 09/16/2025

Received through: Map-A-Concern (OTO website)

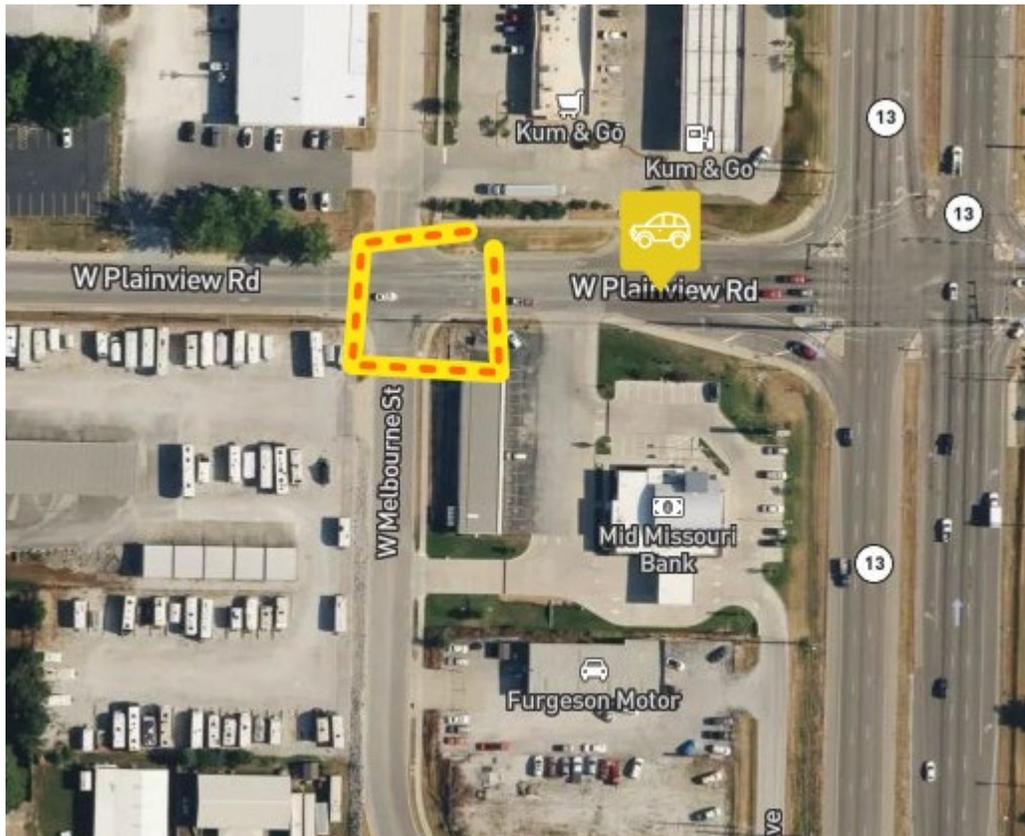
Contact Name: Allen

Contact Email/Ph #: N/A

Comment:

Need better paint or wanted to make a left hand turn because if any vehicles turning at the signal at left going straight connecting to the Kansas expressway has to stop cuz people taking left hand turn at the by the bank

Map (highlighted dashed line)



OTO Response: Unable to respond through the Map-A-Concern feature

TAB 13

Missouri Department of Transportation

Ed Hassinger, P.E., Director

1.888.ASK MODOT (275.6636)

July 24, 2025

Ms. Sara Fields
Executive Director
Ozarks Transportation Organization

Dear Ms. Sara Fields:

On behalf of MoDOT and the citizens of Missouri, I would like to express our sincere gratitude for the dedication and hard work put forth by you and your teams in the development of the recently approved Statewide Transportation Improvement Program (STIP). Being aware of the needs within your region requires extensive outreach, collaboration, and public engagement. Your work in these areas is invaluable and serves as a voice for the citizens of the state as we create this comprehensive document.

Together, we have brought forth a STIP which makes available \$13.3 billion for all modes of transportation over the next five years – including \$9.5 billion for road and bridge construction, representing nearly 1300 projects and \$1.1 billion for air, rail, transit, freight and waterways. The STIP is the foundation for maintaining the system, improving safety, supporting economic growth, reducing barriers, and improving the system's reliability. Implementing it will have a positive and lasting impact on every region and continue our shared success. Over the last decade, we have worked together to identify, prioritize, and deliver nearly 4,100 projects worth \$10.1 billion across the state. An achievement not possible without your input and efforts.

Additionally, I want to thank you for your work in identifying and prioritizing the needs in each region. There is always more work to do, and the draft version of the High-Priority Unfunded Needs list is nearly complete. The list is an essential tool when it comes to stakeholder involvement and strengthening our transportation infrastructure. Together, we have identified over \$1 billion in modal transportation needs and over \$4.5 billion in tiered road and bridge needs. In total, the list highlights over \$11 billion in transportation needs across the state, preparing us as funds become available.

Again, thank you for all that you do. The planning and effort you put forth shows in the investments being made today and helps ensure success as we move forward. Thank you for your commitment to transportation and your community.

Sincerely,



Ed Hassinger, P.E.
Director



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

AASHTO Provides Insights on NEPA Revision Effort

August 15, 2025



AASHTO



The American Association of State Highway and Transportation Officials recently sent a [four-page comment letter](#) to the U.S. Department of Transportation regarding the agency’s ongoing effort to “modernize and streamline” the environmental review process for infrastructure projects.

[Above image by AASHTO]

In conjunction with [USDOT Order 5610.1D](#), “DOT’s Procedures for Considering Environmental Impacts” issued in July, AASHTO said it considers these “initial and proactive” steps – such as removing outdated references and enhancing regulatory clarity – as a “foundation” for further legislative and regulatory improvements where the National Environmental Policy Act or NEPA is concerned.



Photo by MoDOT

“AASHTO and state departments of transportation have a longstanding record of successful collaboration with USDOT in implementing the NEPA process [and] remain committed to addressing key NEPA-related challenges while supporting the timely and cost-effective delivery of transportation projects,” the organization stressed in its letter.

AASHTO noted that, under the previous Council on Environmental Quality regulations, operating administrations or “OAs” – a “catch all” term for USDOT’s modal agencies – were required to evaluate the “direct, indirect, and cumulative” environmental effects of a proposed action. In some cases, that led to the consideration of impacts that extended well beyond the scope of the project itself, AASHTO said.

Now, the new NEPA interim final rule or IFR – published by USDOT [in July](#) – replaces that requirement with “reasonably foreseeable” rule of thumb versus the more detail-heavy “direct, indirect, and cumulative” requirement, as outlined in the revised in Section 106 of the IFR.

“While AASHTO acknowledges this update is essential, we recommend that the OAs ensure a consistent interpretation and application of ‘reasonably foreseeable’ across all aspects of NEPA implementation – including this IFR, guidance documents, office orders, and related materials,” the group said. “Additionally, we urge the OAs to coordinate with both USDOT and non-USDOT NEPA-implementing agencies to promote uniformity in how this term is understood and applied across sectors.”



Photo by the Michigan DOT

Another NEPA refinement is the introduction of a definition of “major federal action,” which, together with USDOT Order 5610.1D, offers greater clarity and applies a narrower scope to project applicability than previous interpretations.

“This refinement is a positive step toward reducing unnecessary regulatory burdens and focusing environmental reviews on actions with significant federal involvement,” AASHTO said. “However, as with prior terminology, AASHTO strongly recommends that the OAs adopt a clear and consistent approach to interpreting and applying this definition. Consistency should be maintained ... to help avoid confusion, promote efficiency, and support timely project delivery.”

AASHTO stressed that its support for USDOT’s NEPA revisions stems from the need to provide state DOTs with greater flexibility to tailor environmental reviews to the specific context of their projects while maintaining consistency with federal standards. “That can lead to better outcomes for both infrastructure delivery and environmental stewardship,” the organization noted.

“The NEPA process requires compliance with numerous other federal environmental laws, each governed by distinct regulations and administered by different agencies,” AASHTO added. “Many of these laws are subject to complex and prescriptive regulatory frameworks that limit agencies’ flexibility to explore innovative, outcome-driven approaches. This rigidity often prevents the adoption of practices that could simultaneously accelerate project delivery and enhance environmental protections.”

USDOT Revamps NEVI Program, Offers New Guidance

August 15, 2025



The U.S. Department of Transportation recently unveiled new “interim final guidance” for the National Electric Vehicle Infrastructure or NEVI formula program to help speed up the construction of EV charging stations across the country.

[Above photo by AASHTO]

“If Congress is requiring the federal government to support charging stations, let’s cut the waste and do it right,” said USDOT Secretary Sean Duffy in a [statement](#). “Our revised NEVI guidance slashes red tape and makes it easier for states to efficiently build out this infrastructure.”



Sean Duffy. Photo

via the House Committee on Appropriations.

He noted that this interim final guidance is effective immediately while the Federal Highway Administration seeks feedback on what further changes may be appropriate.

USDOT said the changes to the NEVI program – originally established more than [three years ago](#) by the Infrastructure Investment and Jobs Act – seek to help states speed up the deployment of EV charging infrastructure. According to USDOT, those changes include:

- Minimizing the content in state plans to statutory and regulatory requirements.
- Simplifying the state plan approval process.
- Aligning community engagement with regulatory requirements and reducing consultation requirements to advance projects.
- Providing states with flexibility to determine the appropriate distance between stations along alternative fuel corridors to allow for reasonable travel.
- Minimizing requirements for states to consider electric grid integration and renewable energy.
- Accelerating project delivery by encouraging selection of charging locations where station owners are also the site host.

- Eliminating requirements for states to address consumer protections, emergency evacuation plans, environmental siting, resilience and terrain considerations.
- Providing states with more flexibility to determine when their system is built out allowing NEVI funds to be used on public roads statewide.

The new NEVI guidance also rescinds previous requirements that were not specified in the law that EV charging sites be developed with at least 40 percent of the benefits directed towards disadvantaged communities; that they must demonstrate how building such sites promotes opportunities for the participation of small businesses, including minority-owned and women-owned small businesses; and that they describe “resilience strategies” for operation during emergencies and extreme weather.

MoDOT taking back road funds after St. Louis-area governments spent too slowly

Jacob Barker | Post-Dispatch

Aug 28, 2025



A road worker helps control traffic on Conway Road at Interstate 270 on Monday, Dec. 9, 2024, as work commissioned by the Missouri Department of Transportation to replace a highway bridge over Conway continues in Creve Coeur.

Christian Gooden, Post-Dispatch

Jacob Barker - Post Dispatch

ST. LOUIS — The Missouri Department of Transportation is making good on a new policy to get local governments here to spend federal road funds faster, shifting about \$20 million that would have gone to county and municipal road projects to state-

sponsored jobs.

MoDOT's move follows several years of threatening to yank federal road funds for local projects due to a backlog of unspent money.

St. Louis-area governments and the regional transportation planning organization, the East-West Gateway Council of Governments, managed to hit MoDOT's aggressive target last year, obligating more than 110% of the region's roughly \$90 million in annual federal funding for local transportation projects.

This year, however, East-West Gateway is projecting only about three-quarters of the region's federal dollars will be obligated for local road projects, prompting MoDOT to pull back the \$20 million. East-West Gateway staff briefed area leaders on the state's decision during a monthly board meeting Wednesday.

"We expect the federal funds to be spent in the correct federal fiscal year," Tom Blair, MoDOT's St. Louis District engineer told the Post-Dispatch after the meeting. He declined to comment further.

MoDOT began its recent aggressive policy to maximize federal funding for the state. Backlogs at the local level can hurt Missouri when it applies for federal funding and potentially could mean fewer federal dollars overall coming to the state. At the same time, there has been an influx of federal transportation money from the \$1.2 trillion bipartisan infrastructure bill passed by Congress four years ago.

That has meant more money to get out the door to local governments.

Many scheduled projects were delayed by pandemic issues, such as accessing courts to obtain rights-of-way and the ensuing inflation and labor shortages that blew holes in local road project budgets. Projects around the region are behind schedule, with some of the largest in St. Louis and St. Louis County, which have more projects to manage.

The \$20 million will remain in the region for MoDOT projects here. Worried it may send the area's road dollars elsewhere, East-West Gateway earlier this summer sent a resolution to MoDOT leaders in Jefferson City asking them to work with the planning group to keep the region from losing its share of federal dollars.

MoDOT responded with a list of four regional road projects it is overseeing: new signs on Interstates 70 and 170, bridge work over Labadie Creek in Franklin County, pavement and bridgework on Gravois Road near Interstate 270, and resurfacing on Lindbergh Boulevard between I-70 and Page Boulevard.

"It was not presented in a way that left room for negotiation," East-West Gateway staff said in a memo describing MoDOT's offer.

Local road projects that were expecting the federal funds will not necessarily be scrapped due to the reallocation, said Marcie Meystrik, East-West Gateway's director of transportation planning. Those projects must complete right-of-way acquisitions and engineering work and construction plans before the feds release the money and it is considered "obligated" by the state.

East-West Gateway will have another round of federal funding it can allocate to cities and counties after they complete those tasks, so their project budgets, which often include local matches, are not left with holes in them. That could mean fewer local projects get funded, Meystrik said.

"More than likely, there will be less money available to program in the next program cycle because we've got to cover that \$20 million," she said in an interview.

The region has made progress spending down its unobligated federal funds. That balance fell from \$83 million to \$35 million at the end of the federal fiscal year last September. Still, Meystrik said, East-West Gateway may have to change its own policies for allocating transportation dollars to add more pressure on local governments and allow the region to maximize its federal funding.

“It’s just too difficult to operate under our current system and meet those (MoDOT) goals,” she said.

📄 In response to state threat, St. Louis agency offers \$10 million to speed up road projects

📄 State threatens to take back St. Louis-area road money if local governments don’t spend faster

📄 New roads, new dams: St. Louis gears up for massive federal investment