



City of Springfield

Agenda

Planning and Zoning Commission

Randall Doennig, Chair

Dan Scott, Vice Chair
Bill Knuckles
Helen Gunther
David Jacquez

Christopher Souliere
Eric Pauly
Jennifer McClure
Layne Hunton

February 26, 2026

6:30 PM

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

1. ROLL CALL.

2. APPROVAL OF MINUTES.

2.1. February 12, 2026

3. COMMUNICATIONS.

4. CONSENT ITEMS.

4.1. Request to Dispose 535
425 East Trafficway Street (City of Springfield)

5. UNFINISHED BUSINESS.

5.1. Z-4-2026
3199 & 3225 West Sunshine Street (Applicant: 3225 W. Sunshine, LLC)

5.2. Z-11-2026 (WITHDRAWN)
1349 North Wabash Avenue (Applicant: City of Springfield)

5.3. Z-12-2026 (WITHDRAWN)
1348 North LaFontaine Avenue (Applicant: City of Springfield)

6. PUBLIC HEARINGS.

In accordance with ADA guidelines, if you need special accommodations when attending this meeting, please notify the Planning and Development office at 417-864-1611 as soon as possible to accommodate your needs.

- 6.1. Update to the Official Zoning Map
Citywide (Applicant: City of Springfield)
<https://www.springfieldmo.gov/citywideremapping>

Disclaimers:

This map is current as of September 22nd, 2025, and does not reflect any changes made through the rezoning process since that date. An updated map will be prepared to reflect those changes prior to adoption of the official zoning map.

All existing Planned Development Districts (PD), Conditional Overlay Districts (COD), Conditional Use Permits (CUP), Urban Conservation Districts (UCD), and the Moon City Live/Work Overlay District (LWO 1) will remain and be carried over during the citywide remapping.

ADMINISTRATIVE ACTION: SUBDIVISION

- 6.2. Preliminary Plat of West Sunshine Marketplace
3225 West Sunshine (Applicant: 3225 W. Sunshine, LLC)

7. OTHER BUSINESS.

- 7.1. Initiate Changes to the Rules of Procedure for Planning and Zoning Commission
Citywide (Applicant: City of Springfield)

8. ADJOURN.

**City of Springfield
Minutes
Planning and Zoning Commission**

Bill Knuckles
Helen Gunther
Jennifer McClure
David Jacquez

Randall Doennig, Chair

Christopher Souliere
Eric Pauly
Dan Scott, Vice Chair
Layne Hunton

February 12 2026

6:30pm

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

ROLL CALL.

Present: Commissioner Doennig, Commissioner Pauly, Commissioner McClure, Commissioner Knuckles, Commissioner Gunther, Commissioner Jacquez, Commissioner Souliere and Commissioner Scott. Absent: Commissioner Hunton.

Staff in attendance: Justin Crighton, Planning and Development Assistant Director, Bob Hosmer, Planning Manager, Laura Vales, Assistant City Attorney, Daniel Neal, Michael Sparlin, and Andrew Menke, Senior Planners.

APPROVAL OF MINUTES.

The minutes of January 15, 2026 were approved.

COMMUNICATIONS.

City Council summary for January 2026.

CONSENT ITEMS.

Relinquishment of Easement 960
2625 West Delmar Street

Applicants: Country Club Properties, L.C. and Delmar Meadows, L.P.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Consent Item (Relinquishment of Easement 960). Commissioner Pauly seconded the motion. The Consent Item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Jacquez, Commissioner Pauly, Commissioner Scott, Commissioner Gunther, Commissioner Knuckles, Commissioner Souliere and Commissioner McClure. Nays: None. Absent: Commissioner Hunton. Abstain: None.

UNFINISHED BUSINESS.

COMMISSION ACTION: (allow representative 5-minute rebuttal)

Planning and Zoning Commissioner Scott moved to allow the representative 5 minutes for rebuttal time at the end of the public hearing; Commissioner Knuckles seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Jacquez, Commissioner Pauly, Commissioner Scott, Commissioner Gunther, Commissioner Knuckles, Commissioner Souliere and Commissioner McClure. Nays: None. Absent: Commissioner Hunton. Abstain: None.

Planned Development 394

1015, 1025 & 1037 South Grant Avenue and 1020, 1024, 1028, 1036, & 1040 South Douglas Avenue

Applicant: Tribeca Park, LLC

Mr. Sparlin states that this is a request to rezone approximately 2.5 acres from Planned Development 382 and Grant Avenue Parkway District Subdistrict E to Planned Development 394.

Commissioner Doennig opened the public hearing.

Mr. Andrew Doolittle, 3131 E. Wilshire Drive, representing the ownership of the project and gave context about why it changed from the previous iteration of the project by purchasing the Grant Avenue Vet Hospital and two lots behind it, which effectively doubled the site size. Noting their goal has always been to create an activity center for the Grand Avenue Parkway and feels like the food hall should accomplish that, as well as create a neighborhood hub for both Fast Night West Central and hopefully the Grand Avenue Parkway as a whole.

Mr. Jared Davis, 3213 S. West Bypass, and here to answer any questions.

Mr. Holland, 609 W. Ildereen Street, representing the LLC and is in favor of the rezoning application.

Commissioner Doennig closed the public hearing.

COMMISSION ACTION: (correction in exhibit 1)

Planning and Zoning Commissioner Knuckles moved to correct Exhibit 1 (change the transparency from 40% to 30% in the Planned Development – page 21, Subsection 2). Commissioner Pauly seconded the motion.

The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Jacquez, Commissioner Pauly, Commissioner Scott, Commissioner Gunther, Commissioner Knuckles, Commissioner Souliere and Commissioner McClure. Nays: None. Absent: Commissioner Hunton. Abstain: None.

COMMISSION ACTION:

Planning and Zoning Commissioner Jacquez moved to approve Planned Development 394. Commissioner Knuckles seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Jacquez, Commissioner Pauly, Commissioner Scott, Commissioner Gunther, Commissioner Knuckles, Commissioner Souliere and Commissioner McClure. Nays: None. Absent: Commissioner Hunton. Abstain: None.

Vacation 843

1300 blk of North Lyon Avenue, between Lynn and Calhoun Streets

Applicant: Optima Properties, LLC and Central Assembly of God

Mr. Neal states that this is a request to vacate the 1300 block of North Lyon Avenue, between Lynn and Calhoun Streets.

Commissioner Knuckles asked for clarification on the ownership of the houses on the west side and was told that Central Assembly owns all the houses along Lyon Avenue except for the two or three multifamily homes to the northwest.

Commissioner Pauly asked for information on the access and was told they had worked out those issues.

Commissioner Doennig opened the public hearing.

Mr. Billy Kimmons, 1722 S. Luster Avenue here on behalf of the applicant and clarified that the church does not intend to tear down any of the houses, but one will be relocated to an empty lot along Calhoun Street. The vacated right-of-way will be maintained as a utility easement and will allow for pedestrian access through the property.

Commissioner Pauly asked for more details on the access to the driveways along Lyon Avenue and Calhoun Street. Mr. Kimmons stated that Lyon Avenue will have access through one of the existing driveways and the lots that touch Calhoun Street will have direct access to their driveways.

Mr. Carter McDaniel, 1964 E. Brentwood Drive stated that they have parking use agreements with several entities in the area and this will allow for additional parking, pedestrian and traffic safety, and this will serve the needs of their organization.

Mr. David Cox, 2457 N. Franklin is in favor of the Vacation, and this will allow for additional parking.

Commissioner Doennig closed the public hearing.

Commissioner Knuckles applauded the efforts that the church has made for this project.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Vacation 843. Commissioner Jacquez seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Jacquez, Commissioner Pauly, Commissioner Scott, Commissioner Gunther, Commissioner Knuckles, Commissioner Souliere and Commissioner McClure. Nays: None. Absent: Commissioner Hunton. Abstain: None.

Preliminary Plat of Hawkins Mill Subdivision
3299, 3373 & 3449 North Vernon Road and 3173 North Summit Road
Applicant: Hawkins Mill, LLC

Mr. Menke states that this is a request to approve a preliminary plat for a 5-lot subdivision.

Commissioner Doennig opened the public hearing.

Mr. Derrick Estell, 1550 E. Republic Road and representing the applicant and stating that this is the 1st phase of Hawkins Mill and will be on lots 1 and 2 with multi-family development, lots 3, 4, and 5 to follow closely.

Mr. Rusty Worley, 807 W. Walnut Street, noted that housing is a critical need for the community and building permits since the Great Depression for housing is down 300 a year. He stated that the chamber has repeatedly voiced their concern for additional workforce housing, and this additional housing will help meet that need and thanked the people who are working on the project.

Commissioner Doennig closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Preliminary Plat of Hawkins Mill Subdivision. Commissioner Jacquez seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Jacquez, Commissioner Pauly, Commissioner Scott, Commissioner Gunther, Commissioner Knuckles, Commissioner Souliere and Commissioner McClure. Nays: None. Absent: Commissioner Hunton. Abstain: None.

PUBLIC HEARINGS.

COMMISSION ACTION: (combine presentations #1)

Planning and Zoning Commissioner Scott moved to combine presentations for Z-1-2026 and Conditional Use Permit 485, but with two separate votes; Commissioner Knuckles seconded the motion. It **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Jacquez, Commissioner Pauly, Commissioner Scott, Commissioner Gunther, Commissioner Knuckles, Commissioner Souliere and Commissioner McClure. Nays: None. Absent: Commissioner Hunton. Abstain: None.

COMMISSION ACTION: (combine presentations #2)

Planning and Zoning Commissioner Scott moved to combine presentations for Z-11-2026 and Z-12-2026, but with two separate votes; Commissioner Knuckles seconded the motion. It **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Jacquez, Commissioner Pauly, Commissioner Scott, Commissioner Gunther, Commissioner Knuckles, Commissioner Souliere and Commissioner McClure. Nays: None. Absent: Commissioner Hunton. Abstain: None.

Z-1-2026

3319 North Glenstone Avenue

Applicant: WLM RE HOLDCO, LLC

Mr. Neal states that this is a request to rezone approximately 0.96 acres from R-MD, Medium Density Multi-Family Residential District to GR, General Retail District.

Commissioner Doennig opened the public hearing.

Mr. Ricky Haase, 550 E. St. Louis Street, noting that these parcels are under contract to purchase from Meeks and planning on an Administrative Lot Combination and planning for 77 residential apartments and commercial space that will engage the community. There are some details to work through to make sure the neighbors are satisfied, like fencing on the north side and landscaping, the detention basin is full of brush and trees, but plan to clear that out, get it functional again, and put in new plantings in the right spots, as shown in the landscape plan.

Commissioner Doennig closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Z-1-2026. Commissioner Souliere seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Jacquez, Commissioner Pauly, Commissioner Scott, Commissioner Gunther, Commissioner Knuckles, Commissioner Souliere and Commissioner McClure. Nays: None. Absent: Commissioner Hunton. Abstain: None.

Conditional Use Permit 485

3259, 3305 & 3319 North Glenstone Avenue

Applicant: WLM RE HOLDCO, LLC

Mr. Neal states that this is a request to permit residential first-floor frontage within a GR, General Retail District.

Commissioner Doennig opened the public hearing.

Mr. Ricky Haase, 550 E. St. Louis Street, noting that these parcels are under contract to purchase from Meeks and planning on an Administrative Lot Combination and will have 77 residential apartments with commercial space that will engage the community. He noted that there are some details to work through to

make sure the neighbors are satisfied, like fencing on the north side and landscaping, the detention basin is full of brush and trees, but plan to clear that out, get it functional again, and put in new plantings in the right spots, as shown in the landscape plan.

Commissioner Doennig closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Conditional Use Permit 485. Commissioner Jacquez seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Jacquez, Commissioner Pauly, Commissioner Scott, Commissioner Gunther, Commissioner Knuckles, Commissioner Souliere and Commissioner McClure. Nays: None. Absent: Commissioner Hunton. Abstain: None.

Z-4-2026

3199 & 3225 West Sunshine Street

Applicant: 3225 W. Sunshine, LLC

The applicant has requested this item to be postponed to the February 26, 2026 meeting.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to postpone Z-4-2026. Commissioner Pauly seconded the motion. The item was **Postponed** with the following votes: Ayes: Commissioner Doennig, Commissioner Jacquez, Commissioner Pauly, Commissioner Scott, Commissioner Gunther, Commissioner Knuckles, Commissioner Souliere and Commissioner McClure. Nays: None. Absent: Commissioner Hunton. Abstain: None.

Z-7-2026

3635 East Olive Street

Applicant: K9 Hideaway, LLC

Mr. Neal states that this is a request to rezone approximately 2.18 acres from Planned Development No. 298 to GR, General Retail District.

Commissioner Doennig opened the public hearing.

Commissioner Knuckles asked about the neighborhood meeting.

Mr. James Craigmyle, 204 W. Plainview stated that they had a neighborhood meeting and one person attended and reviewed the proposed facility.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Z-7-2026. Commissioner Souliere seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Pauly, Commissioner Scott, Commissioner Gunther, Commissioner Knuckles, Commissioner Souliere and Commissioner McClure. Nays: Commissioner Jacquez. Absent: Commissioner Hunton. Abstain: None.

Z-9-2026 COD 285

2610, 2612 & 2616 West College Road and 2630, 2632, 2634, 2636, 2638, 2642 & 2646 West Olive Street

Applicant: Preferred Family Healthcare, Inc.

Mr. Sparlin states that this is a request to rezone approximately 1.42 acres from HC, Highway Commercial, R-LD, Low-Density Multi-family Residential District with Conditional Overlay District No. 32 and R-TH

Residential Townhouse to R-LD, Low-Density Multi-family Residential District with Conditional Overlay District 285.

Commissioner Doennig opened the public hearing.

Mr. Billy Kimmons, 1722 S. Luster and representing the applicant and they are proposing to build duplexes as they provide supportive living. He noted that Olive Street (between Scenic and College) does not benefit the public and this helps clean and secure the duplexes for Preferred Family Healthcare and their residents. Rezoning will combine the lots into a single zoning district.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Z-9-2026 COD 285. Commissioner Pauly seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Jacquez, Commissioner Pauly, Commissioner Scott, Commissioner Gunther, Commissioner Knuckles, Commissioner Souliere and Commissioner McClure. Nays: None. Absent: Commissioner Hunton. Abstain: None.

Z-11-2026

1349 North Wabash Avenue

Applicant: City of Springfield

This item has been requested to be postponed to the February 26, 2026 meeting.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to postpone Z-11-2026. Commissioner Jacquez seconded the motion. The item was **Postponed** with the following votes: Ayes: Commissioner Doennig, Commissioner Jacquez, Commissioner Pauly, Commissioner Scott, Commissioner Gunther, Commissioner Knuckles, Commissioner Souliere and Commissioner McClure. Nays: None. Absent: Commissioner Hunton. Abstain: None.

Z-12-2026

1348 North LaFontaine Avenue

Applicant: City of Springfield

This item has been requested to be postponed to the February 26, 2026 meeting.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to postpone Z-12-2026. Commissioner Jacquez seconded the motion. The item was **Postponed** with the following votes: Ayes: Commissioner Doennig, Commissioner Jacquez, Commissioner Pauly, Commissioner Scott, Commissioner Gunther, Commissioner Knuckles, Commissioner Souliere and Commissioner McClure. Nays: None. Absent: Commissioner Hunton. Abstain: None.

OTHER BUSINESS.

ADJOURN.

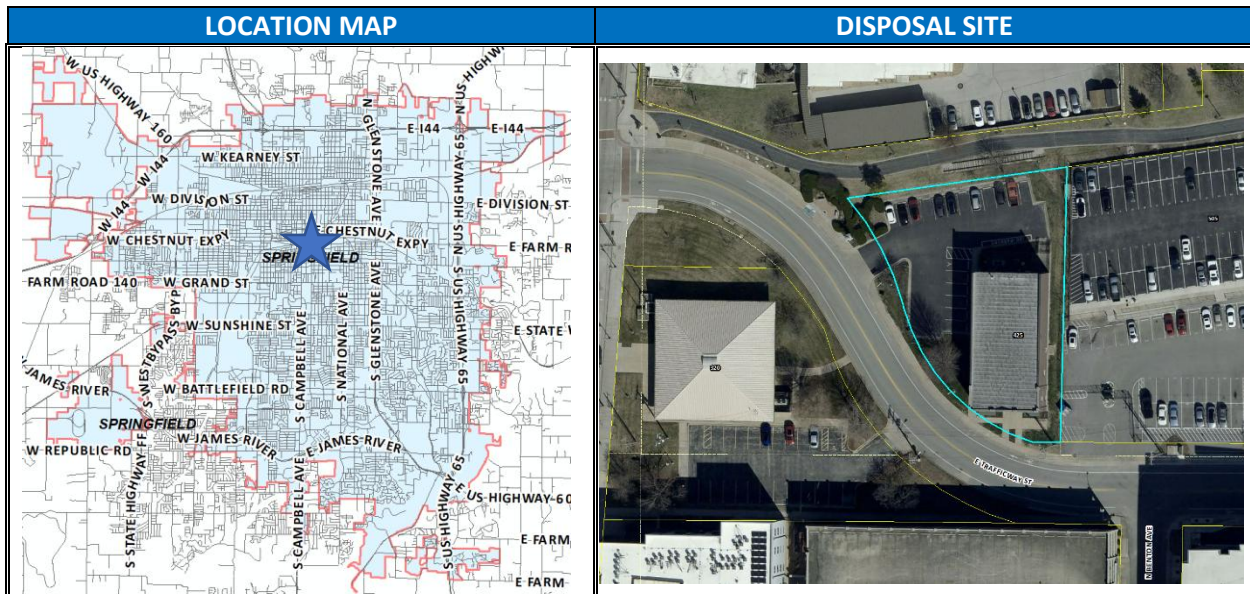
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Request to Dispose 535
Location:	425 East Trafficway
Total Acres:	0.47 acres
Applicant:	City of Springfield
Existing Land Use:	Office building
Planning and Zoning Commission:	February 26, 2026
City Council:	March 23, 2026
Staff:	Monica Percy, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve as submitted in the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

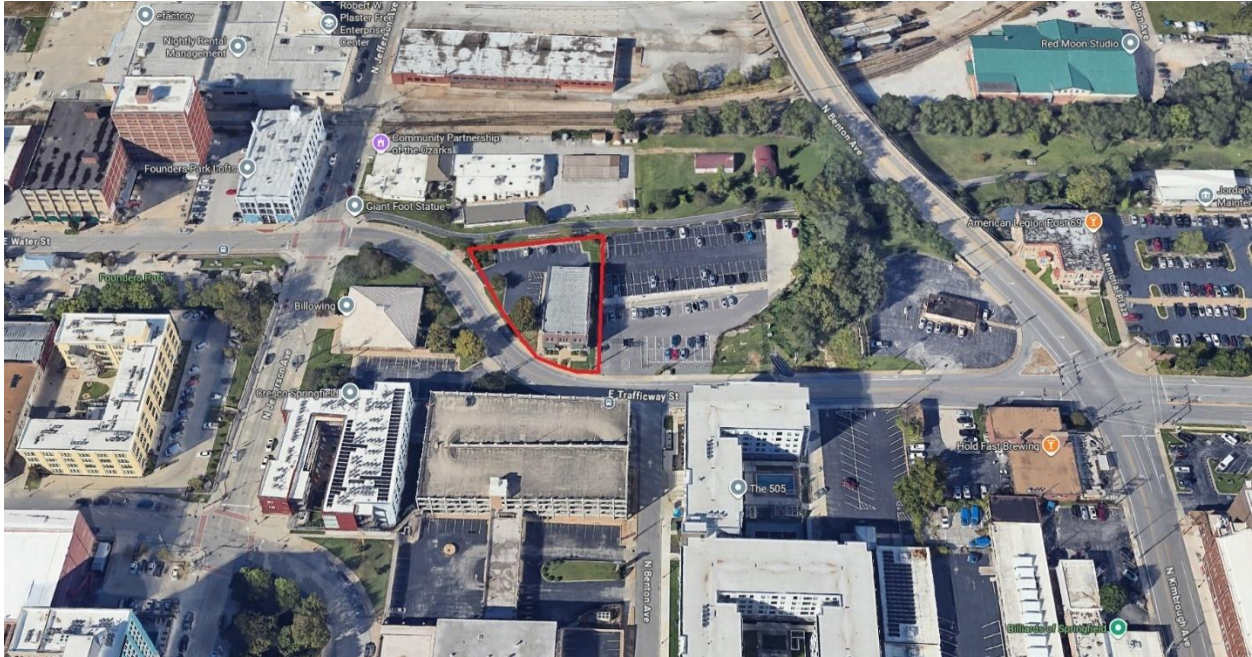
PROJECT SUMMARY:

The City of Springfield is proposing to dispose of the land generally located at 425 East Trafficway. The Land Clearance for Redevelopment Authority conveyed the land to the City in 1977 with the goal of providing redevelopment and growth to stabilize the center city area. The land is to be sold to the Community Foundation of the Ozarks, which is currently using the property.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 11.7. - Legal status of master plan.

- (1) Master plan to provide general guidelines. The master plan shall be prepared and maintained as a general guide for the orderly and efficient development and redevelopment of the City of Springfield. The master plan shall be kept current through review not less than every five years. When required by this Charter or otherwise deemed necessary, such review shall include proposed revisions or alterations in the master plan and public hearings thereon.
- (2) Regulations to generally conform to master plan. All rezoning of land, subdivision plats, development proposals, and the zoning ordinance, subdivision ordinance and the zoning map should generally conform with the guidelines set forth in the master plan and should be reviewed for consistency with the master plan; provided, however, inconsistencies with the master plan shall not constitute cause to invalidate any such matter. The master plan shall not have the effect of a regulatory ordinance.
- (3) Master plan to guide public improvements. The master plan shall provide guidelines for the location of public streets, parks and other public ways, grounds and spaces, public buildings and structures, facilities of public or private utilities, and the acquisition of real property by the city for public use. To that end the planning and zoning commission shall review the following:
 - (a) All proposals to construct or extend public streets.
 - (b) All proposals to improve land as a park.
 - (c) All proposals to lay out or improve other public ways, grounds or spaces.
 - (d) All proposals to construct public buildings and structures.
 - (e) All proposals to lay out and construct facilities of public utilities, whether publicly or privately owned.
 - (f) All proposals to acquire real property for public purposes.

In reviewing and approving all such proposals, the function of the planning and zoning commission shall be to determine whether they are generally consistent with the master plan of the city. No such proposals shall be constructed or authorized until the location, extent and character thereof has been submitted and approved by the planning and zoning commission.

In case of disapproval, the commission shall communicate its reasons to the city council, and the city council, by vote of not less than two-thirds of its entire membership, may overrule the disapproval and, upon the overruling, the city council or the appropriate board or officer may proceed, except that if the proposal is by an agency other than an agency of the city and the authorization or financing does not fall within the province of the city council, then the submission to the planning commission shall be by the agency having jurisdiction, and the planning commission's disapproval may be overruled by that agency by a vote of not less than two-thirds of its entire membership. The acceptance, widening, removal, extension, relocation, narrowing, vacation, abandonment, change of use, acquisition of land, sale or lease of any street or other public facility is subject to similar submission and approval, and the failure to approve may be similarly overruled.

DEVELOPMENT REVIEW STAFF REPORT

In the event the commission shall fail to act within thirty days after the date of official submission of a proposal (which date shall be the date that the matter is placed upon the agenda of the commission) to the commission, then the proposal shall be deemed to have been approved by the commission, unless a longer period for review by the commission shall have been authorized by the council or by the public officials submitting the proposal. In any case in which the commission finds that it is not reasonably able to complete its review of a proposal within thirty days, it may extend the time for such review for not more than thirty days.

SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM	CC	CC w/ COD #95	CC
LAND USE	Office	Parking garage	Parking lot	Office building
PLACETYPES	Downtown	Downtown	Downtown	Downtown

LAND DISPOSAL POLICY:

Planning and Zoning Commission adopted the following policy statement for land disposals by public bodies:

1. Where is the property located?

The property is located at the Northeast corner of Jefferson Avenue and Trafficway Street and is addressed as 425 E. Trafficway Street.

2. Legal description.

See last section of staff report.

3. Why doesn't the City of Springfield need the property anymore?

The Land Clearance for Redevelopment Authority conveyed property to the City in 1977 to encourage economic development. The economic development goal has been accomplished.

In 1996, the Springfield Area Chamber of Commerce and the City entered into a land lease with option to purchase. The Chamber constructed improvements, located at 320 N. Jefferson, and later conveyed their interests to the United Way of the Ozarks with United Way entering a city land lease with option to purchase the land.

Later, Great Southern Community Foundation Corporation assumed an interest in the undeveloped portion of the leased land from United Way and constructed the improvements located at 425 Trafficway. The original land tract was split sometime during the period from 1996 until 2005 resulting in this second parcel that was not a tract of record. Shirley's Subdivision has corrected this issue. In 2006, the property transferred to the Community Foundation of the Ozarks, along with assumption of the ground lease with option to purchase the land.

DEVELOPMENT REVIEW STAFF REPORT

4. When was the current building erected?

The improvements at 425 E Trafficway were constructed in 2004 on a portion of land leased from the City of Springfield.

5. Why was property acquired? What did the city originally intend to do with the property?

The Land Clearance for Redevelopment Authority conveyed the property in the 1970's to the City of Springfield with the goal of promoting center city business and providing for redevelopment and growth to stabilize the area.

6. Who will purchase property?

The Community Foundation of the Ozarks will purchase the leased City land.

STAFF ANALYSIS AND RECOMMENDATION:

1. The subject land is within the city limits of the City of Springfield.
2. The proposed disposal will not adversely affect City of Springfield's operations.
3. The land was conveyed by the Land Clearance for Redevelopment Authority to the City of Springfield with the goal of providing redevelopment and growth to stabilize the center city area.
4. The disposed land will be purchased by the Community Foundation of the Ozarks.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the findings of fact above.

PLANNING AND ZONING OPTIONS:

1. Recommend that the request to dispose is determined to be generally consistent with the master plan (Comprehensive Plan Forward SGF).
2. Recommend that the request to dispose is determined to be not consistent with the master plan (Comprehensive Plan Forward SGF).



DEVELOPMENT REVIEW STAFF REPORT

LEGAL DESCRIPTION:

Lot 2, Shirley's Subdivision, a part of the NE1/4 NW1/4 Section 24, Township 29 North, Range 22 West, in the City of Springfield Missouri



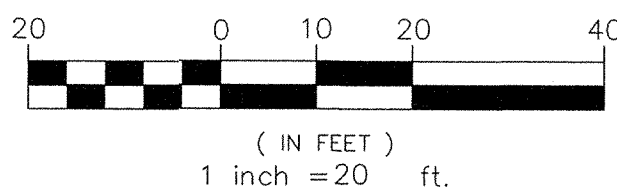
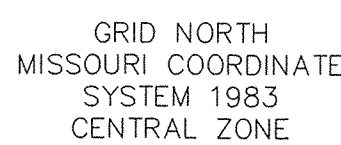
DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1
FINAL PLAT OF SHIREY'S SUBDIVISION

ATTACHMENT 2
PURCHASE AND SALE AGREEMENT

ATTACHMENT 3
COMMUNITY FOUNDATION OF THE OZARKS AGREEMENT FORM

City of Springfield
840 Boonville
P.O. Box 1687
Springfield, Missouri 65801



BBB-36 #5572



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1 page

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION
Christine D. Dwyer
RECORDER OF DEEDS

5/8" IRON PIN
NE COR. NW 1/4
SEC. 24-29-22

PROPERTY DESCRIPTION

PART 29 OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING ALUMINUM CAP STAMPED LS 2297 AT THE NORTHWEST CORNER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 12 MINUTES 04 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1327.28 FEET TO THE EAST RIGHT-OF-WAY LINE OF JEFFERSON AVENUE, THENCE SOUTH 05 DEGREES 41 MINUTES 48 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 244.60 FEET TO THE SOUTHEAST CORNER OF INTERSECTION OF JEFFERSON AVENUE AND TRAFFICWAY STREET, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DEEDED AS RIGHT-OF-WAY IN BOOK 2366 AT PAGE 213 OF THE GREENE COUNTY RECORDER'S OFFICE, FOR A POINT OF BEGINNING; THENCE NORTH 83 DEGREES 01 MINUTES 35 SECONDS EAST, A DISTANCE OF 322.73 FEET TO A POINT DESCRIBED AS THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED BY ALBERT D. SQUIRES AND LOIS SQUIRES, TO ANNE ELIZABETH ROULTT BY WARRANTY DEED DATED JANUARY 13, 1955, RECORDED IN DEED RECORD BOOK 1018, PAGE 273 OF THE GREENE COUNTY RECORDER'S OFFICE, THENCE SOUTH 02 DEGREES 33 MINUTES 20 SECONDS WEST, A DISTANCE OF 209.25 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF TRAFFICWAY STREET AS DESCRIBED IN BOOK 1610 AT PAGE 1537 OF THE GREENE COUNTY RECORDER'S OFFICE, THENCE NORTH 87 DEGREES 45 MINUTES 45 SECONDS WEST, ALONG THE SOUTH LINE OF TRAFFICWAY STREET AS DESIGNATED IN BOOK 1610 AT PAGE 1537 OF THE GREENE COUNTY RECORDER'S OFFICE, A DISTANCE OF 119.91 FEET TO THE EASTERLY LINE OF VACATED MITCHELL STREET AS DESCRIBED IN SPECIAL ORDINANCE NO. 16663 DATED MAY 28, 1974; THENCE SOUTHEASTERLY, ALONG SAID EASTERLY LINE AND A NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 29 DEGREES 31 MINUTES 27 SECONDS WITH A RADIUS OF 200.00 FEET AND A 101.92 FEET LONG CHORD WHICH BEARS SOUTH 58 DEGREES 27 MINUTES 47 SECONDS EAST, AN ARC DISTANCE OF 103.06 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF TRAFFICWAY STREET; THENCE NORTH 87 DEGREES 46 MINUTES 20 SECONDS WEST, A DISTANCE OF 298.93 FEET TO THE EAST CORNER OF INTERSECTION OF JEFFERSON AVENUE AND TRAFFICWAY STREET, SAID RIGHT-OF-WAY LINE OF JEFFERSON AVENUE BEING DESCRIBED IN BOOK 411 NORTH 48 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 207.97 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON MISSOURI COORDINATE SYSTEM 1983, CENTRAL ZONE.

DEDICATION

Said land has been subdivided as shown on this plat, and all rights-of-way, limits of no access and easements are hereby relinquished as shown for the use of the public. In witness whereof, we, as sole owners have hereunto set our seal this 26th day of June, 2021.

Ken McClure
MAYOR - KEN McCLURE

Anita J. Cotter
CITY CLERK - ANITA J. COTTER MMC/MPCC

ACKNOWLEDGEMENT

State of Missouri
County of Greene
On this 26 day of June, 2024, before me
personally appeared McClure and Anita J. Cotter, to me known to be the
lawful owners, respectively, of the City of Springfield, Missouri, a Missouri
corporation, and that the seal affixed to the foregoing instrument is the seal of
said corporation and that said instrument was signed and sealed on behalf of said
corporation by authority of the City Council and that said McClure and Anita J.
Cotter acknowledged said instrument to be the free act and deed of said
corporation.
In testimony whereof, I have hereunto set my hand and affixed my official seal, the
day and year first written above in Greene County, Missouri.

Notary Public Julie Greer
Printed Name Julie Greer
My Commission Expires 04-28-2025

JULIE GREER
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: April 28, 2025
Commission Number: 1377908

*CERTIFICATE OF APPROVAL BY THE
PLANNING & ZONING COMMISSION*

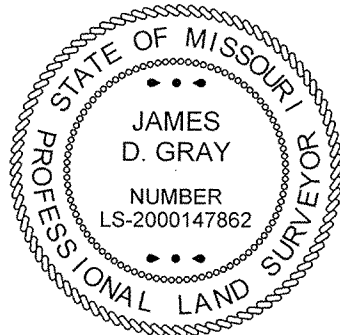
Approved this 11th day of April, 2024, by the Planning and Zoning Commission
of Springfield, Missouri.

Stephen Childers
Stephen Childers – Director of Planning and Development

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

I, Anita J. Cotter CMC/MRCC, City Clerk of Springfield, Greene County, Missouri, do hereby certify that the plat of Shirley's Subdivision was presented to, accepted and approved by the Council of said City of Springfield and approved by Special Ordinance No. 27992 on this 20th day of May, 2024.

Anita J. Cotter MMC/MPCC - City Clerk



**Transportation Engineering
Survey Section - Building M
827 N Franklin**

Date: 06/18/2024 Job # 1200
Drawing: 1200_Final_Plat

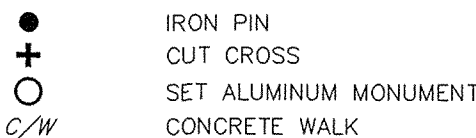


**CITY OF
Springfield
PUBLIC WORKS**

LOCATION MAP
NOT TO SCALE

STATE PLANE COORDINATE TIE MISSOURI COORDINATE SYSTEM 1983		
CONTROL STATION: COS BM 089 NORTHING 503,130.82 ft EASTING 1,406,543.48 ft GRID FACTOR: 0.99994334		
POINT	NORTHING	EASTING
1	502,417.1152 ft	1,410,620.2984 ft
2	502,436.6685 ft	1,410,780.1558 ft

LEGEND



C U R V E D A T A					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CH. BEARING
C1	57°39'04"	140.00'	140.87'	135.00'	N42°43'29"W
C2	25°08'59"	200.00'	87.79'	87.09'	N22°26'26"W
C3	10°28'36"	299.51'	54.77'	54.69'	S34°56'29"E
C4	59°19'34"	200.00'	207.09'	197.96'	S43°33'44"E
C5	29°31'27"	200.00'	103.06	101.92'	S58°27'47"E

NOTES

1. The property described does not lie within a flood zone, per FEMA Flood Map Panel 29077C00333C, effective date of 12/17/2010.
2. Vacated of Mitchell Street - Per Vacatation No. 271 in Special Ordinance No. 16663, the vacated corridor of Mitchell Street is "retained as a permanent utility easement and sidewalk easement with no permanent structures erected thereon without prior written approval of City Utilities and the Director of Public Works."
3. The area shown hereon is not located in a storm sewer district as of the date of recording and may be subject to future assessment cost if included in future storm water benefit district deemed necessary resulting from problems created by surface water runoff. This is due to the fact that the surface water runoff is presently being accommodated by street and open drainage facilities.
4. All drainage easements are to be maintained by the property owner.
5. Property is zoned "CC, Center City District"
6. Setbacks are to be determined by the zoning at the time of development.
7. Source of title : Book. 1643 Page. 552
8. The plat is in honor of Mrs. Shirley Johnson, 47 year Public Works employee and work mother to countless.

SURVEYOR'S DECLARATION:

HEREBY DECLARE TO THE CITY OF SPRINGFIELD, THAT THE INFORMATION CONTAINED HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE PROPERTY SHOWN. THIS SURVEY WAS PERFORMED BY _____ OF _____, AND I BELIEVE, IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND MEETS THE "TYPE URBAN PROPERTY" ACCURACY STANDARD THEREOF. LOCATION OF IMPROVEMENTS ON THE PROPERTY IS NOT INCLUDED IN THIS SURVEY. EASEMENTS SHOWN ARE THOSE PROVIDED OR DISCOVERED AND MAY NOT CONSTITUTE ALL EASEMENTS AFFECTING THIS PROPERTY.

JAMES D. GRAY - PLS 2000147862

6/18/24

DATE _____

ATTACHMENT 2

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of the [REDACTED], 2026 (the "**Effective Date**"), is entered into between THE CITY OF SPRINGFIELD, MISSOURI, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri ("**Seller**"), and CFO-SGF, LLC, a Missouri limited liability company ("**Purchaser**").

RECITALS

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I CONVEYANCE OF THE PROPERTY

Section 1.01 Subject of Conveyance. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "**Property**"):

(a) All that certain lot, piece, or parcel of land located at 425 E. Trafficway St., Springfield, County of Greene, and State of Missouri, as more particularly bounded and described in Exhibit A attached hereto and hereby made a part hereof (the "**Land**");

(b) All rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof;

(c) All other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property;

(d) All utility rights and permits pertaining to the Property; and

(e) All plans, surveys, specifications, drawings, architectural and engineering drawings, and other rights relating to the construction of the Property (collectively, the "**Plans and Surveys**").

ARTICLE II PURCHASE PRICE

Section 2.01 Purchase Price and Endowment Fund. The purchase price to be paid by Purchaser to Seller for the Property is Five Hundred Ten Thousand and 0/100 Dollars (\$510,000) (the "**Purchase Price**"). In lieu of direct payment to Seller, Purchaser shall establish an endowment fund (the "**Endowment Fund**") for the benefit of Seller in the amount of the Purchase Price, to be held and administered by Purchaser in accordance with its charitable purposes and applicable law. The Purchase Price shall be funded to the Endowment Fund as follows:

(a) On the Closing Date, Purchaser shall transfer to the Endowment Fund the sum of Two Hundred Fifty-Five Thousand and 0/100 Dollars (\$255,000), representing fifty percent (50%) of the Purchase Price. Such amount shall be irrevocably committed to the Endowment Fund for the benefit of Seller, and Purchaser shall provide Seller with written confirmation of the establishment of the Endowment Fund and the initial funding amount.

(b) The remaining balance of the Purchase Price in the amount of Two Hundred Fifty-Five Thousand and 0/100 Dollars (\$255,000), representing fifty percent (50%) of the Purchase Price, shall be transferred to the Endowment Fund in five (5) equal annual installments of Fifty-One Thousand and 0/100 Dollars (\$51,000) each. The first installment shall be due and payable on the first anniversary of the Closing Date, and each subsequent installment shall be due and payable on each successive anniversary of the Closing Date thereafter until the Purchase Price is paid in full. Purchaser may, in Purchaser's sole discretion, prepay all or any portion of the remaining Purchase Price at any time without penalty or premium. Each installment payment shall be irrevocably added to the principal of the Endowment Fund. Purchaser shall provide Seller with written confirmation of each installment payment and any prepayment within ten (10) days after such payment is made. All amounts held in the Endowment Fund, including any investment earnings thereon, shall be held and administered by Purchaser for the benefit of Seller in accordance with the terms of the Endowment Fund agreement to be executed by the parties at or prior to Closing.

ARTICLE III DUE DILIGENCE INVESTIGATION

Section 3.01 Due Diligence Materials. Within five (5) days after the Effective Date (the "**Due Diligence Delivery Date**"), Seller shall, if not already made available to Purchaser, deliver, cause to be delivered, or make available, copies of the following documents and materials pertaining to the Property to the extent within Seller's possession or control: title commitment/policy, any surveys, plats, site plans and specifications, inspections, environmental/hazardous material reports, soils reports, governmental permits/approvals, zoning information, tax information, and utility letters, other similar materials relating to the physical and environmental condition of the Property, and any other documents relating to the Property reasonably requested by Purchaser (collectively, the "**Due Diligence Materials**"). The Due Diligence Delivery Date shall be extended by one day for each day the Seller delays in making the Due Diligence Materials available to Purchaser.

Section 3.02 Due Diligence Period. Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, "**Purchaser's Representatives**") shall have a period, commencing on the Effective Date and ending on the date which is sixty (60) days after the Due Diligence Delivery Date (the "**Due Diligence Period**"), to conduct or cause to be conducted any and all tests, studies, surveys, inspections, reviews, assessments, or evaluations of the Property, including without limitation engineering, topographic, soils, zoning, wetlands, and environmental inspections (including Phase I and/or Phase II environmental site assessments to be performed by an environmental consultant selected by Purchaser) (the "**Inspections**"), as Purchaser deems necessary, desirable, or appropriate in its sole and absolute discretion, and analysis of the Due Diligence Materials. Purchaser shall have the unconditional right, for any reason or no reason whatsoever, to terminate this Agreement upon written notice to Seller delivered at any time prior to 5:00 p.m. Central Standard Time on the last day of the Due Diligence Period. If Purchaser does not timely notify Seller of its election to terminate this Agreement prior to 5:00 p.m. Central Standard Time on the last day of the Due Diligence Period, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement. If Purchaser elects (or is deemed to have elected) to terminate this Agreement as provided in this Section 3.02, the parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly survive the termination of this Agreement). Notwithstanding anything to the contrary contained in this Agreement, amendments to this Agreement to extend the Due Diligence Period may be agreed in writing or email by each party or each party's respective attorney and notices to terminate this Agreement prior to the expiration of the Due Diligence Period may be given, by Purchaser as provided in this Agreement or by Purchaser or Purchaser's attorney by fax or by email to Seller and/or Seller's attorney.

ARTICLE IV CLOSING

Section 4.01 Closing Date. The closing of the transaction contemplated by this Agreement (the "**Closing**") shall take place within ten (10) days of the last day of the Due Diligence Period (the "**Closing Date**") at the offices of Hogan Land & Title Company, 1605 E. Sunshine Street, Springfield, Missouri, as escrow agent (the "**Escrow Agent**").

Section 4.02 Seller's Closing Deliverables. At Closing, Seller shall deliver or cause to be delivered to Purchaser, the following executed, certified, and acknowledged by Seller, as appropriate:

- (a) One (1) original general warranty deed (the "**Deed**"), to be prepared by the Escrow Agent, duly executed with the appropriate acknowledgment form and otherwise in proper form for recording so as to convey title to the Property to Purchaser as required by this Agreement.
- (b) Originals, or copies certified by Seller as being complete, of all applicable bills, invoices, and other items that shall be apportioned as of the Closing Date.

(c) A written certificate stating that all representations and warranties of Seller contained in Section 6.01 remain, as of the Closing Date, true, correct, and complete in all material respects as when first made hereunder, subject only to permitted changes occurring in accordance with this Agreement and permitted changes (or deemed changes) as contemplated in Article VI.

(d) A counterpart of a closing statement jointly prepared by Seller and Purchaser reflecting the prorations and adjustments required under Section 4.05 of this Agreement and the balance of the Purchase Price due Seller.

(e) Originals or, if originals are not in the Seller's possession or control, copies of Plans and Surveys, to the extent same are in Seller's possession or under Seller's control.

(f) All other documents necessary or otherwise required by the Escrow Agent to consummate the transaction contemplated by this Agreement.

Section 4.03 Purchaser's Closing Deliverables. On the Closing Date, Purchaser shall deliver or cause to be delivered to Seller, the following, executed, certified, and acknowledged by Purchaser, as appropriate:

(a) The balance of the Purchase Price as set forth in Section 2.01(b), as adjusted for apportionments pursuant to Section 4.05 of this Agreement.

(b) Purchaser shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under Section 4.02 of this Agreement.

(c) All other documents reasonably necessary or otherwise required by the Escrow Agent to consummate the transactions contemplated by this Agreement.

Section 4.04 Closing Costs.

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement. The deed and other agreements and instruments related to the transaction contemplated by this Agreement and such legal costs shall not be part of the closing costs; provided, however, that if any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

(b) Seller shall pay:

(i) One-half Escrow Agent's fees, recording fees, and all escrow costs;

(ii) The cost of the Title Commitment (as hereinafter defined);

(iii) All recording fees for the release of any liens on the Property, as required pursuant to the terms of this Agreement; and

(iv) Any and all costs incurred by Seller in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultancy fees.

(c) Purchaser shall pay:

(i) The costs charged by Purchaser in connection with any title insurance policy, including costs related any premiums, title endorsements, and affirmative insurance (but excluding the Title Commitment);

(ii) One-half Escrow Agent's fees, recording fees, and all escrow costs;

(iii) Any other fees or costs related to Purchaser's due diligence reviews; and

(iv) All costs related to the recording fees payable in connection with the recording of the deed and Purchaser's lender's security instruments, if any.

Section 4.05 Apportionments. The following shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

(a) All real estate taxes based on the fiscal year for which they are assessed and any assessments. If the Closing shall occur before a new tax rate is fixed, the apportionment of real estate taxes shall be upon the basis of the tax rate for the preceding fiscal period applied to the latest assessed valuation. If the Property shall be, or has been, affected by any assessments or special assessments payable in a lump sum or which are, or may become, payable in installments, of which the first installment is then a charge or lien, or has already been paid, then at the Closing such amounts shall be paid in full by Seller.

(b) All water and sewer charges based on the fiscal year for which they are assessed, unless the meters are read on the date immediately preceding the Closing Date.

(c) All other items customarily apportioned in connection with sales of property substantially similar to the Property in the State of Missouri.

Section 4.06 Miscellaneous. Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of Section 4.05 and this Section 4.06 shall survive the Closing.

ARTICLE V TITLE MATTERS AND REVIEW

Section 5.01 Permitted Exceptions. Seller shall convey, and Purchaser shall accept, good and marketable title to the Property, subject only to the following matters (collectively, the "Permitted Exceptions"):

(a) Any state of facts that an accurate survey of the Property would disclose, provided same does not render title unmarketable.

(b) All presently existing and future liens for unpaid real estate taxes, assessments, and water and sewer charges that are not due and payable as of the Closing Date, subject to any apportionments as provided for in this Agreement.

(c) All covenants, restrictions, and rights of record, and all easements and agreements of record for the erection and/or maintenance of water, gas, steam, electric, telephone, sewer or other utility pipelines, poles, wires, conduits, or other like facilities, and appurtenances thereto, over, across, and under the Property, provided, however, that the same do not impose any monetary obligation on the owner of the Property.

(d) Variations between tax lot lines and lines of record title provided same do not render title unmarketable.

(e) Any lien or encumbrance arising out of the Purchaser's acts or omissions.

(f) Any exceptions disclosed on Schedule B of the Title Commitment (as hereinafter defined) which will be extinguished upon the transfer of the Property.

(g) The standard conditions and exceptions to title contained in the form of title policy or "marked-up" Title Commitment issued to Purchaser by the Title Insurance Company.

(h) Such other matters as any reputable title insurer licensed to do business in the State of Missouri shall be willing, without special premium, to omit as exceptions to title insurance coverage.

Section 5.02 Title.

(a) Promptly after the Effective Date, Seller shall order an ALTA owner's standard coverage title insurance commitment covering the Property in the amount of the Purchase Price, with endorsements requested by Purchaser, at Seller's cost and expense (the "**Title Commitment**"), from Escrow Agent, with a copies of the Title Commitment, once issued, being delivered to Purchaser and Seller, together with a copy of each instrument that is listed in the Title Commitment. Purchaser may, at its sole cost and expense, order a new ALTA survey (the "**Survey**"), prepared by a duly licensed land surveyor acceptable to Purchaser.

(b) Purchaser, or Purchaser's attorney, shall deliver to Seller, and Seller's attorney, in writing (the "**Title Objection Notice**"), any objections to the exceptions to title

set forth in the Title Commitment or the Survey, other than the Permitted Exceptions (each a "**Title Objection**," and collectively, the "**Title Objections**"), within thirty (30) days after Purchaser's receipt of the Title Commitment. If, after giving the Title Objection Notice to Seller and Seller's attorney, Purchaser receives any amendment or update to the Title Commitment or to the Survey showing any title defects which Purchaser claims are not Permitted Exceptions, Purchaser shall give written notice thereof to Seller promptly after the date Purchaser receives such evidence (unless an additional matter shown on such subsequent update first arises on the Closing Date, in which event notice of same may be given on the Closing Date and the Closing Date shall be extended day for day without need for additional action by either party). Except for those items which Seller is obligated to cure pursuant to the terms of this Agreement, any such matter not the subject of a timely Title Objection Notice shall be deemed a Permitted Exception. Notwithstanding anything to the contrary contained herein, Purchaser shall have no need to object to any Mandatory Title Removal Item (as defined below), which Mandatory Title Removal Items shall be automatically deemed Title Objections.

Section 5.03 Seller's Inability to Convey.

(a) Seller shall use best efforts to eliminate all Title Objections by the Closing Date. If Seller is unable to eliminate any Title Objection by the Closing Date, Seller shall provide written notice of same to Purchaser and then, unless the same is waived by Purchaser in writing, in its sole and absolute discretion, Purchaser may either: (i) terminate this Agreement by written notice to Seller delivered on or before the Closing Date, and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (ii) complete the purchase (with no reduction in the Purchase Price) with such title as Seller is able to convey on the Closing Date.

(b) Notwithstanding anything in Section 5.03(a) to the contrary, Seller shall be required to cause to be released, satisfied, and removed of record as of the Closing Date: (i) any Title Objections which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the date hereof; and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens and real estate taxes, water rates, and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date (subclauses (i) and (ii), collectively, the "**Voluntary Liens**"); or (iii) any Title Objections which would not constitute Voluntary Liens, but which can be removed by the payment of a liquidated sum of money (items set forth in this subclause (iii), collectively, "**Monetary Liens**"; and, together with the Voluntary Liens, the "**Mandatory Title Removal Items**").

(c) Notwithstanding anything in this Section 5.03 above to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the

Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

Section 5.04 Violations. Purchaser agrees to purchase the Property subject to any and all notes or notices of violations of law, or municipal ordinances, orders, designations, or requirements whatsoever noted in or issued by any federal, state, municipal, or other governmental department, agency, or bureau or any other governmental authority having jurisdiction over the Property (collectively, "**Violations**"), or any condition or state of repair or disrepair of the Property, whether or not noted, which, if noted, would result in a Violation being placed on the Property. Notwithstanding the foregoing, at Closing, Seller shall pay all fines and penalties assessed against the Property: (a) as of the Effective Date for Violations of record as of the Closing Date.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

Section 6.01 Seller's Representations and Warranties. Seller represents and warrants to Purchaser on and as of the date of this Agreement and on and as of the Closing Date, as follows:

(a) Seller is a duly organized and existing constitutional home rule charter municipal corporation and political subdivision of the State of Missouri, is qualified to conduct business in the State of Missouri, and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by all necessary action by Seller. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Seller, enforceable against Seller in accordance with its terms.

(c) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Seller which has not been previously obtained.

(d) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(e) There is no litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation pending or threatened against or involving Seller or the ownership or operation of the Property, including, but not limited to, any condemnation action relating to the Property.

(f) Seller has not received notice of any material violation of any law or municipal ordinance, order, or requirement noted or issued against the Property by any governmental authority having jurisdiction over the Property, that has not been cured, corrected, or waived as of the Effective Date.

(g) Seller has or will deliver or make available to Purchaser complete copies of all the Due Diligence Materials to the extent in Seller's possession or under Seller's control with regard to the Property, and there are no other documents or information included within the definition of Due Diligence Materials that have not been provided to the Purchaser. To Seller's knowledge, none of such Due Diligence Materials contains any untrue statement of a material fact or omits to state a fact necessary to make the statement of fact contained therein not misleading in any material respect.

(h) Seller has not placed any, and to Seller's knowledge, there are no Hazardous Materials installed, stored in, or otherwise existing at, on, in, or under the Property in violation of any Environmental Laws. "**Hazardous Materials**" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**"), and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials. "**Environmental Laws**" means, without limitation, the Resource Conservation and Recovery Act and CERCLA, and other federal, state, county, municipal, and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines.

(i) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

(j) The Property is not within an area determined to be flood-prone under the Federal Flood Protection Act of 1973.

(k) There are no leases, licenses, or other occupancy agreements affecting the Property and there are no service contracts or other third-party agreements (except any agreements considered a Permitted Exception) affecting the property.

(l) Seller has not granted any options, rights of first refusal, or rights of first offer to purchase the Property.

(m) To Seller's knowledge, Seller's title to the Property has never been disputed or questioned. Seller does not have any knowledge of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to the Property, or any part thereof, might arise or be set up adverse to the Seller.

(n) The roads bounding the Property are dedicated public roads under the jurisdiction of the appropriate political subdivision.

(o) The buildings, driveways, and all other improvements on the Property are all within the boundary lines of the Property as described in the deed therefor, and there are no encroachments thereon other than for utilities.

(p) As of the Closing Date, the Property is taxed as one or more separate parcel(s) (i.e., not as part of a larger tax parcel that includes property other than the Property) for real estate tax purposes.

(q) Subject to the terms and conditions of Article X, the representations and warranties of Seller set forth in this Section 6.01 shall survive the Closing and will not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

Section 6.02 Purchaser's Representations and Warranties. Purchaser represents and warrants that:

(a) Purchaser is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Missouri, is qualified to conduct business in the State of Missouri, and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the Bylaws of Purchaser, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the board of directors of Purchaser and the appropriate and necessary action has been taken by such board of directors on the part of Purchaser. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Purchaser have the legal power, right, and actual authority to bind Purchaser to the terms and conditions hereof and thereof. This Agreement is valid and

binding upon Purchaser, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Purchaser which has not been previously obtained.

(d) To the best of its knowledge, there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits, or other legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(e) The representations and warranties set forth in this Section 6.02 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. The representations and warranties set forth in this Section 6.02 shall survive the Closing and will not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

ARTICLE VII SELLER'S COVENANTS

Section 7.01 Seller's Covenants. Seller hereby covenants and agrees that from and after the execution of this Agreement and until the Closing date:

(a) Seller shall keep the Property in good order in accordance with past practice and take all actions to correct any violations of which Seller receives written notice after the date hereof from any governmental body having jurisdiction over the Property in order to allow Seller to deliver the Property to Purchaser in the same condition as exists on the date hereof.

(b) Without first obtaining Purchaser's prior written approval, Seller shall not initiate or permit any zoning reclassification of the Property or seek any variance under existing zoning ordinances applicable to the Property.

(c) Seller shall not impose any restrictive covenants on the Property or execute or file any subdivision plat affecting the Property without first obtaining Purchaser's prior written approval.

(d) Seller, on behalf of itself, its agents, contractors, and representatives, shall not solicit or accept any offers to purchase the Property from any other party other than Purchaser.

(e) Seller shall not continue to market the Property to any other parties.

(f) Seller shall cause to be paid any unpaid taxes and assessments heretofore levied or assessed against the Property or any part thereof.

(g) Immediately upon obtaining actual knowledge of the institution of any proceedings for the condemnation of the Property, or any portion hereof, or any other proceedings arising out of injury or damage to the Property, or any portion thereof, Seller shall notify Purchaser of the pendency of such proceedings.

(h) Seller shall promptly advise Purchaser of any change in any governmental regulations or laws which might affect the value or use of the Property by Purchaser and of which Seller obtains knowledge.

(i) Seller shall promptly advise Purchaser of any litigation, arbitration, or administrative hearing concerning or affecting the Property of which Seller has actual knowledge or notice.

(j) Seller shall not do or suffer to be done any act whereby the value of any part of the Property may be lessened.

(k) Seller shall maintain in full force and effect extended coverage insurance upon the Property and public liability insurance with respect to damage or injury to persons or property occurring on the Property in such amounts as is maintained by Seller in its ordinary course of business and consistent with a commercially prudent property owner.

(l) Seller shall not create, place, or permit to be created or placed, through any act or failure to act, or acquiesce in the placing of, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional, or contractual (except for the lien for *ad valorem* taxes on the Property which are not delinquent) security.

(m) Seller shall not cause to be made or make any new improvements to the Property.

(n) Seller has not entered into any leases, licenses, occupancy agreements, service contracts, or any other agreements affecting the Property.

ARTICLE VIII RISK OF LOSS

Section 8.01 Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty,

neither party shall have the right to cancel this Agreement, except as otherwise provided in Section 8.02 of this Agreement. If this Agreement is not terminated in strict accordance with such Section 8.02, Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty shall be assigned by Seller to Purchaser at the Closing. Purchaser shall also receive a credit against the Purchase Price for any deductible applicable under any insurance policy (less any sums expended by Seller for repair or restoration through the Closing Date). Purchaser and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment in the event the Property shall be taken or damaged or destroyed by fire or other casualty.

Section 8.02 Major Taking or Casualty. If prior to the Closing Date any portion of the Property shall be either: (a) taken by any condemnation or eminent domain which permanently and materially impairs the current use of the Property; or (b) damaged or destroyed by fire or other casualty and the cost of repair exceeds Two Hundred Thousand and 00/100 Dollars (\$200,000), then Purchaser may terminate this Agreement by giving Seller written notice thereof ("**Purchaser's Termination Notice**"). Upon receipt of Purchaser's Termination Notice, this Agreement shall terminate and neither party shall have any further rights and/or obligations with respect to each other or this Agreement, except for any obligations that expressly survive termination of this Agreement.

ARTICLE IX NOTICES

Section 9.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier; (c) registered U.S. mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third Business Day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. Central Standard Time on a Business Day and the original also is sent via overnight courier or U.S. Mail, whereby delivery is deemed to have occurred at the end of the Business Day on which electronic transmission is completed.

If to Seller:

Name: City of Springfield
Address: 840 N Boonville Ave
Attention: Amanda Ohlensehlen, Director of Economic
Vitality and Workforce Development
Email: amanda.ohlensehlen@springfieldmo.gov
Facsimile: 417-864-1030

With a copy to:

Name: City Attorney
Address: 840 N Boonville Ave
Attention: Laura Vales
Email: laura.vales@springfieldmo.gov

If to Purchaser:

Name: Community Foundation of the Ozarks, Inc.
Address: 300 S. Jefferson Avenue, Springfield, MO 6806
Attention: Winter Kinne, President
Email: wkinne@cfozarks.org

With a copy to:

Name: Carnahan Evans PC
Address: 2805 S. Ingram Mill Road, Springfield, MO 65804
Attention: David K. Olive
Email: dolive@carnahanevans.com

Any Party may change its address for purposes of this Section 9.01 by giving written notice as provided in this Section 9.01. All notices and demands delivered by a Party's attorney on a Party's behalf shall be deemed to have been delivered by said Party. Notices shall be valid only if served in the manner provided in this Section 9.01.

ARTICLE X BROKERS

Section 10.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction. Seller and Purchaser shall each indemnify, defend, and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through, or on account of, any acts of the indemnifying party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, reasonable attorneys' fees, court costs, and interest.

Section 10.02 Survival. The provisions of this Article XI shall survive the Closing or the termination of this Agreement prior to the Closing.

ARTICLE XI MISCELLANEOUS

Section 11.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

Section 11.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 11.03 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a non-business day, then such period (or date) shall be extended until the next succeeding business day. As used herein, the term "**Business Day**" shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of Missouri.

Section 11.04 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 11.05 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser shall have the right to assign, transfer, and convey its rights and obligations under this Agreement or in the Property without the prior written consent of Seller, provided that: (a) any assignee shall assume all of Purchaser's obligations hereunder and succeed to all of Purchaser's rights and remedies hereunder; and (b) Purchaser shall deliver written notice to Seller of the assignment and assumption prior to the Closing. If an assignee assumes all of Purchaser's obligations under this Agreement in writing, then upon the effective date of the assignment of this Agreement to such assignee, Purchaser shall be released from all obligations under this Agreement.

Section 11.06 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 11.07 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the

transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Missouri and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 11.08 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 11.09 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 11.10 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 11.11 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 11.12 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 11.13 Time of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

PURCHASER:

Community Foundation of the Ozarks, a
Missouri nonprofit corporation

By: _____
Name: Winter Kinne
Title: President

SELLER:

The City of Springfield, Missouri, a
constitutional home rule charter municipal
corporation and political subdivision of the
State of Missouri

By: _____
Name:
Title:

DKO/2119-012/1173510
2/20/2026 10:40 AM

EXHIBIT A

LEGAL DESCRIPTION

[To be added]

ATTACHMENT 3

Community Foundation of the Ozarks Agreement Form

FUND

Designated Endowment Fund

THIS AGREEMENT, between the City of Springfield (the "City") and the Community Foundation of the Ozarks, Inc. (the "Community Foundation"), is as follows:

The Community Foundation acknowledges the establishment of the **Fund**, (hereinafter called "Fund"), subject to the terms and conditions herein set forth. The fund is to be held in perpetuity as a designated fund. **This is a permanent fund of the Community Foundation of the Ozarks.**

The distributable amount of the fund shall be such amount in accordance with current applicable laws as the Community Foundation deems appropriate, in accordance with the payout provisions incorporated in the investment policies adopted by the Community Foundation and as may be amended from time to time. The Community Foundation of the Ozarks shall periodically (typically annually) disburse the distributable amount to the **City of Springfield for the continued revitalization and economic vitality of downtown Springfield, as determined in the reasonable discretion of the City.**

The Fund may be added to from time to time, and it is hoped that other individuals, organizations and corporations will also add to the Fund.

The Community Foundation may invest and reinvest the assets of the Fund as it determines in its sole discretion. All assets transferred to the Community Foundation shall be subject to the conditions set forth in the Community Foundation's governing instruments, including its Articles of Incorporation and Bylaws, as they may be amended from time to time, and any resolutions and procedures in effect from time to time.

All the provisions of such governing instruments of the Community Foundation and such resolutions and procedures are incorporated in this agreement and by reference made a part hereof.

The Fund is subject to the then current administrative charge of the Community Foundation.

If, after the Fund's establishment, circumstances change such that strict compliance with the Fund's stated purpose, manner of distribution, use, or investment becomes unnecessary, undesirable, impractical, or impossible, the Board of Directors of the Community Foundation may, in partnership and consultation with the City of Springfield, authorize a variance by an affirmative vote of a majority of the whole Board. Any such variance shall direct the use of all or any part of the Fund's principal or income in a manner that serves the charitable purposes of the Community Foundation and the Fund, taking into consideration the spirit in which this Agreement was signed.

XXXX,
City of Springfield

Winter Kinne, President
Community Foundation of the Ozarks, Inc.

Date

Date

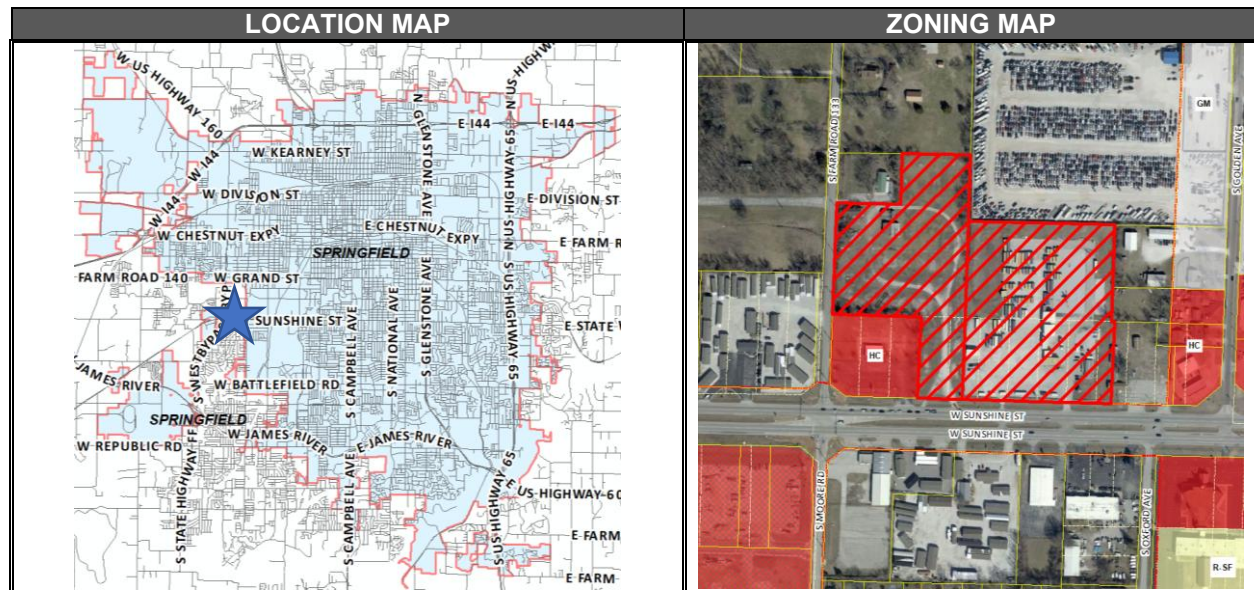
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION:

Case Number:	Z-4-2026
Location:	3199 & 3225 West Sunshine Street
Total Acres:	12.61 acres
Applicant:	3225 W Sunshine LLC
Existing Land Use:	Container storage, undeveloped
Neighborhood Meeting:	December 9, 2025
Planning and Zoning Commission:	February 26, 2026
City Council:	March 9, 2026
Public Notification:	Mail, posted property, and legal in the Springfield News-Leader
Staff:	Michael Sparlin, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-4-2026 as set forth in Attachment 1 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

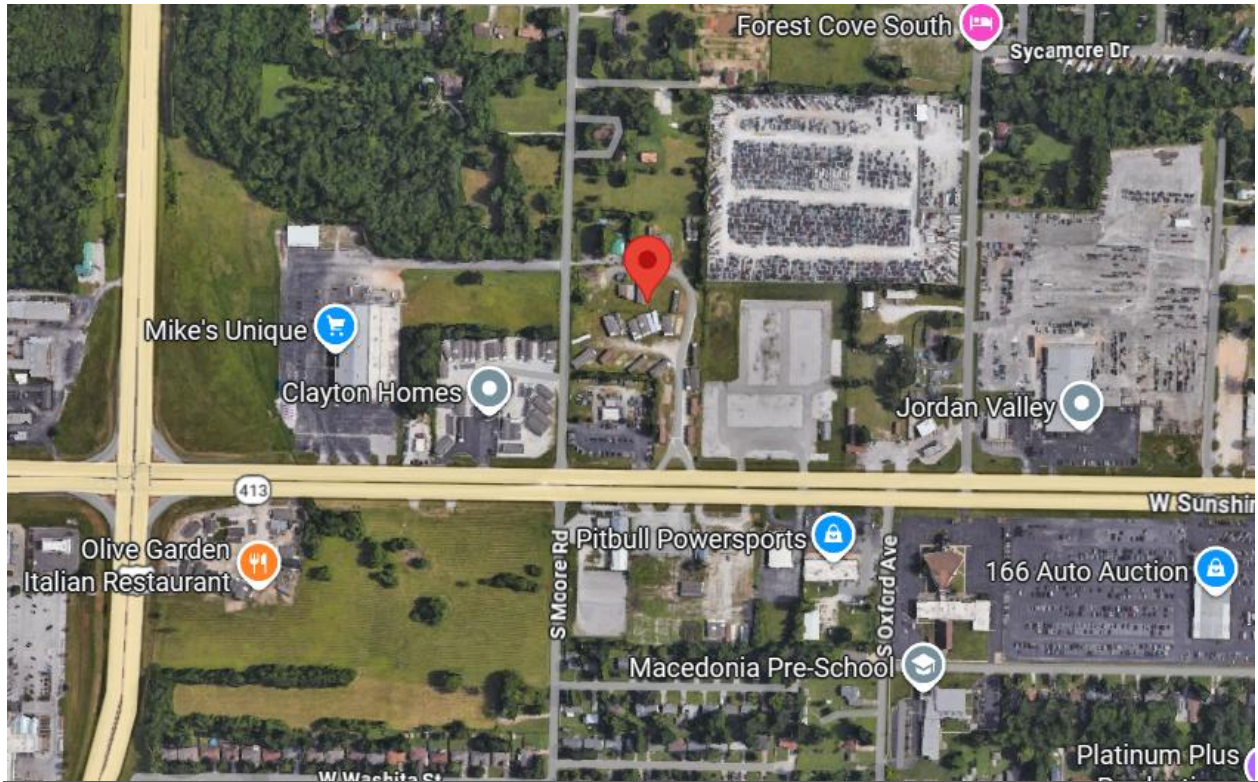
PROJECT SUMMARY:

Request to rezone approximately 12.61 acres generally located at 3199 & 3225 West Sunshine Street from HC, Highway Commercial, County C-2, General Commercial to HC, Highway Commercial.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE STREETVIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property is in the County. Annexation of the subject property is anticipated to occur on February 23, 2026.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

- (a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:
 1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
 2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
 3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
 4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
 5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
 6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
 7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
 8. Information submitted at the public hearing

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR HC
Use Limitations	(a) Streets through adjacent residential areas shall not be used to provide principal access for truck traffic to any non-residential use in this district except on streets classified as expressways, arterials, or collectors. (b) No motor vehicle repair or maintenance work shall take place outdoors within 150 feet of the boundary of any residential district. (c) All sales, display or outdoor storage areas that would be routinely disturbed because of the nature of the activity being conducted or because of vehicular traffic, except those areas of nurseries and garden centers where living plants are located, shall be paved or otherwise improved with an all-weather, dust-free surface. (d) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (e) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (f) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).

DEVELOPMENT REVIEW STAFF REPORT

Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum Open Space	Not less than 20 percent

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the City Corridor placetype.

The City Corridor placetype predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers. Each of these use groups are best located along major roadways with high volumes of traffic. This placetype is not only highly accessible by car, but also by walking, biking, and transit. City Corridors provide a wide range of shopping, service, entertainment, and employment destinations for both residents and visitors. Common uses within the placetype include chain restaurants, gas stations, hotels, national retailers, movie theaters, smaller offices, and a variety of support services.

Primary Land Uses:

- Office, hospitality, retail sales and service
- Multi-family
- Sports complexes and recreation facilities
- Maker, artisan, and innovation spaces

Supporting Land Uses:

- Public and private schools and places of worship
- Parks, greenways, and open space
- Urban agriculture
- Universities, colleges, and vocational schools
- Personal and outdoor storage

Characteristics

TRANSPORTATION & INFRASTRUCTURE

- Access management is improved for vehicles through curb cut consolidation and cross-access between commercial properties, reducing traffic conflicts and backups.
- Electric vehicle charging facilities, pedestrian and bicycle infrastructure, and automated vehicle parking and loading spaces are integrated along major corridors, installed at key destinations, and incorporated into private development plans.

DEVELOPMENT REVIEW STAFF REPORT

- As technology, trends, and funds permit, utilities are buried or consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
- Transit service is expanded along key commercial corridors over the long term with bus stops enhanced with shelters and live timetables.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY:

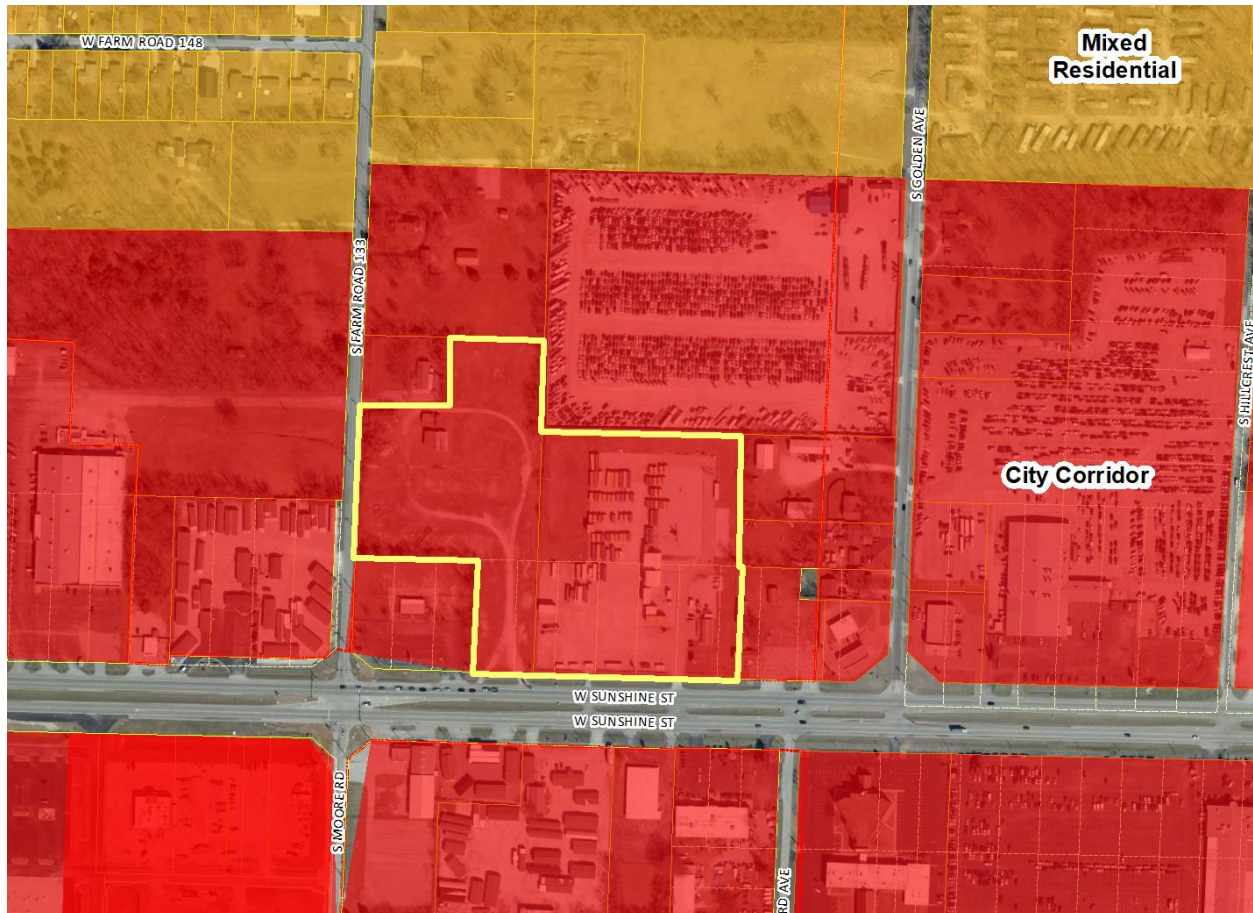
- Residential development and commercial buildings should be oriented to the street.
- Parking should be located behind or beside the primary buildings with abundant landscaping and screening to encourage greater interest and interaction between the adjoining street and the building, that contributes to community-wide quality of place.
- Pedestrian pathways within large parking lots provide safe access to business entrances.
- A greater focus on site design, parking access, massing, and building orientation are adopted to ensure development that is complementary to adjacent lower density residential development.
- Multi-story buildings designed with active ground floor spaces should be visible and inviting to increase a vibrant pedestrian environment.
- Use of quality materials, construction methods, workmanship, and design should be incorporated into new development and redevelopment.
- A mix of building heights is supported through structured site and building design strategies to soften the impact on adjacent lower intensity residential development.
- Lighting, landscaping, signage, mail, and delivery accommodations should also be proactively incorporated into the site design.
- Design should avoid the placement of mechanical equipment along major roadways or should be completely screened, along with adequate spacing for storage of waste receptacles.
- Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.
- Encourage code adjustments regarding parking minimums instead of parking maximums.

TRANSITIONS:

- Office and multifamily uses can be placed on the periphery of the placetype to transition into adjacent lower density residential Placetypes.
- Higher density residential development should be integrated along existing commercial corridors in need of reinvestment, transitioning aging commercial properties to new uses and focusing future commercial development at high activity nodes.
- Commercial and higher density residential is sufficiently screened and buffered between low-density residential development.
- Multi-story buildings should be sited and designed to reduce the impact on adjacent lower intensity residential development.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES													
	Single Family Detached	Single Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Government, Colleges & Vocational Schools	Personal Services & Institutional Facilities	Light Industry	Warehousing & Distribution Facilities	Heavy Industry & Manufacturing
Residential Neighborhood	●	○	◇	○	◇	○	○	○	○	○	○	○	○	○
Mixed Residential	●	●	○	○	◇	○	○	○	○	○	○	○	○	○
Downtown	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○

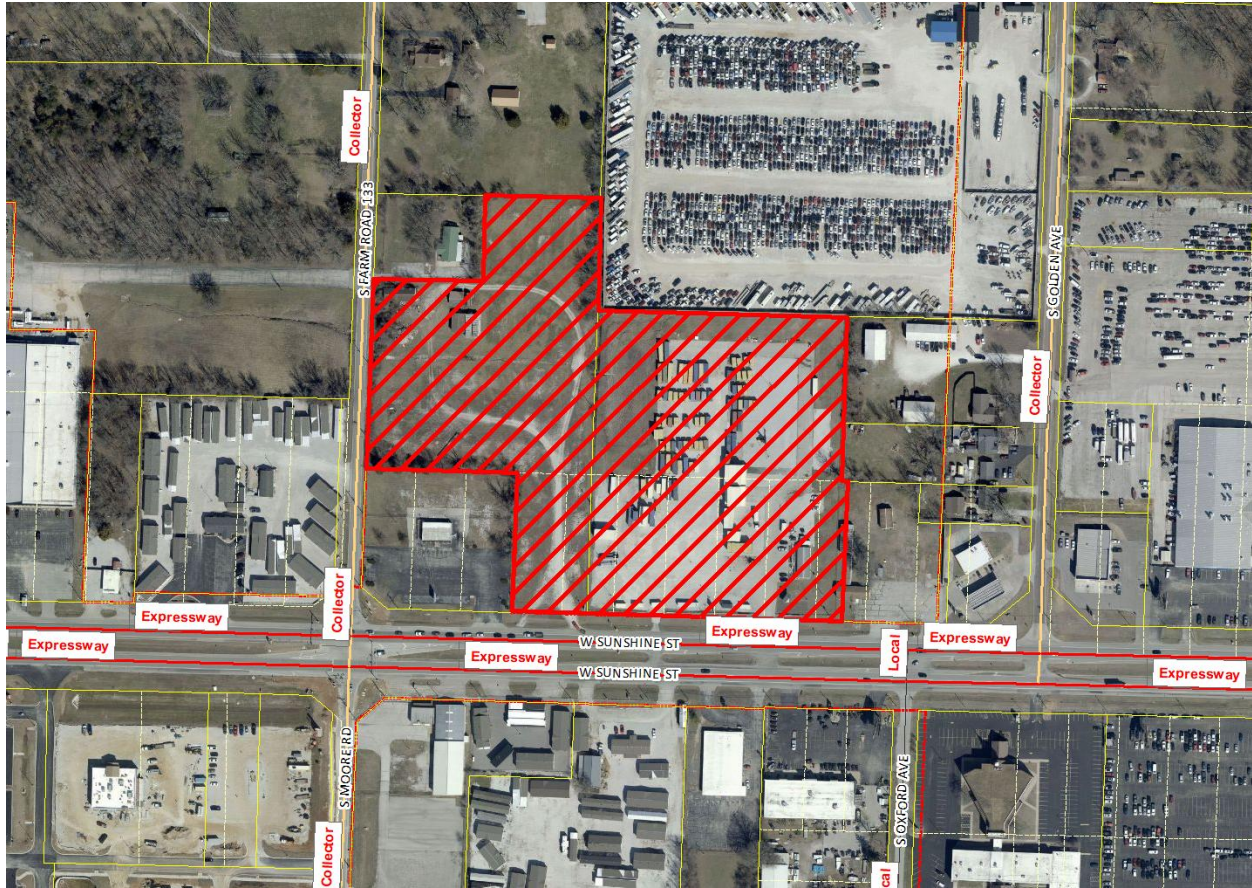
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	County C-2	County C-2	County C-2	HC & County C-2
LAND USE	Single-family home, car lot	Sunshine Street ROW, commercial uses	Vacant land, industrial uses	Manufactured home sales
PLACETYPES	City Corridor	City Corridor	City Corridor	City Corridor

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

DEVELOPMENT REVIEW STAFF REPORT

No objection to rezoning although the site is not served by public sewer. Public sewer will need to be extended to serve the development which will require public improvement plans. These plans must be approved, filed and either constructed or escrowed before the plat or building plans can be approved. There is also a \$0.033 per sq. ft. trunkline connection fee required to file the plans in addition to the engineering and inspection fees.

FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	W Sunshine Street	Expressway	MoDOT	65	90	27,000	No	No	No

ACCESS - All new or modified access shall comply with current City of Springfield standards for street classification. No more than one access will be permitted to Sunshine Street.

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

IMPROVEMENTS - No improvements are required for this rezoning. If the proposed development is anticipated to create an increase in trip generation of more than 500 trips daily and/or 50 trips in the peak hour a Traffic Impact Study will be required to be reviewed and approved. All public improvements required for the development must be constructed or escrowed prior to the approval of the Building Permit.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

	Drainage Basin	Fee in Lieu Flood Control	Fee in Lieu Water Quality	Stream Buffer	Sinkhole or Watershed	Floodplain/ Floodway
3225 W Sunshine St	Wilsons Creek	No	No	No	No	No

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

DETENTION AND DISCHARGE REQUIREMENTS

1. The site is partially developed in under Greene County regulations with one existing basin at 3199 W Sunshine St. All future developments must provide a flood control volume and no increase in peak flowrate. S FR 133/S Moore Rd has a limited culvert capacity. Future developments will use this culvert as the discharge point and no increase in peak flowrate can occur at this culvert.

WATER QUALITY REQUIREMENTS

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

DEVELOPMENT REVIEW STAFF REPORT

2. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

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

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

MISSOURI DEPARTMENT OF TRANSPORTATION:

No comments at this time.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 12.61 acres generally located at 3199 & 3225 West Sunshine Street from HC, Highway Commercial, County C-2, General Commercial to HC, Highway Commercial. The applicant intends to build a commercial development. This application is running concurrently with a Preliminary Plat, West Sunshine Marketplace.
2. The *Comprehensive Plan's* Land Use & Development chapter identifies the subject property within the City Corridor placetype. This placetype predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers.
3. The HC district is consistent with the City Corridor placetype. Retail sales and service are listed as a primary land use in the City Corridor placetype.
4. This application for the HC district is consistent with other properties located along Sunshine Street in this area.
5. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
6. There are few changing conditions in the area affected that make the proposed rezoning necessary. Minor development of property within the vicinity has been occurring.
7. The range of uses in the proposed HC district is compatible with the uses permitted on other property in the immediate vicinity.
8. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.

DEVELOPMENT REVIEW STAFF REPORT

9. The impact of the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity.
10. The proposed zoning will not correct an error in the application of this article but rather will provide a viable use of the property subject to the provisions of the zoning district.
11. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.
12. The applicant held a neighborhood meeting on December 9, 2026, regarding the rezoning request. A summary of the meeting is attached (Attachment 1).
13. The public notice was advertised in the Springfield News-Leader at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's City Corridor placetype and on the finding of facts above.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification.
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: C-2 (General Commercial) to HC (Highway Commercial)
(existing zoning) (proposed zoning)
2. Meeting Date & Time: December 9, 2025; 4-6:30 p.m.
3. Meeting Location: Macedonia Baptist Church, 3110 W Sunshine St, Springfield, MO 65807
4. Number of invitations that were sent: 41
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 1
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

We received one comment in support of the project through a phone call received on December 3rd from Steve Claypool at 1614 W Farm Road 133. He owns a wedding venue north of the properties to be developed. He stated that these improvements to the property would attract more people to come to his venue and he was excited about the additional improvements to be made along W Sunshine Street.

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

No written comments available.

I, Abigail Jennings (print name), attest that the neighborhood meeting was held on 12/9/2025 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Abigail Jennings
Signature of person completing affidavit

Abigail Jennings
Printed name of person completing affidavit

TOTH
& ASSOCIATES

Date: **TUESDAY, DECEMBER 09, 2025** Time: **4:00 PM - 6:30 PM**

Location:
3110 W SUNSHINE STREET,
SPRINGFIELD, MO 65807

[illegible]

PLANNING AND DEVELOPMENT DEPARTMENT
DEVELOPMENT REVIEW OFFICE
MEMORANDUM

DATE: February 26, 2026
TO: Planning and Zoning Commission
FROM: Justin Crighton, Assistant Director of Planning and Development
SUBJECT: Z-11-2026

The applicant has requested this case be withdrawn.

PLANNING AND DEVELOPMENT DEPARTMENT
DEVELOPMENT REVIEW OFFICE
MEMORANDUM

DATE: February 26, 2026
TO: Planning and Zoning Commission
FROM: Justin Crighton, Assistant Director of Planning and Development
SUBJECT: Z-12-2026

The applicant has requested this case be withdrawn.

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION:

Case Number:	Update to the Official Zoning Map
Location:	Citywide – all parcels within Springfield City Limits
Total Acres:	Citywide
Applicant:	City of Springfield
Existing Land Use:	Mixed (All land uses citywide)
Neighborhood Meeting:	Zone-based neighborhood meetings were held late October to mid-November 2025 (plus a citywide session), with additional one-on-one appointments offered by staff.
Planning and Zoning Commission:	February 26, 2026
City Council:	March 23, 2026
Public Notification:	Citywide mailed notice to all property owners; and legal in the Springfield News-Leader
Staff:	Justin Crighton, Assistant Director
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of the Citywide Remapping ordinance and accompanying official zoning map updates, as presented by staff. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

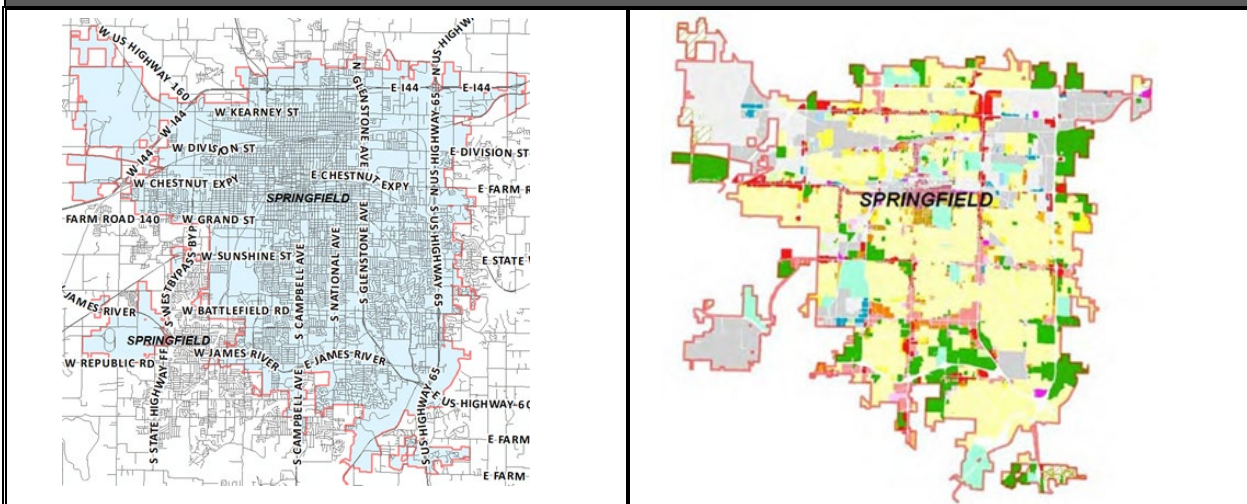
PROJECT SUMMARY:

Citywide Remapping is the process of updating Springfield's official zoning map so that zoning districts and labels match the adopted Land Development Code. The remapping implements the Code's updated district framework by consolidating and simplifying districts (reducing the number of base districts and aligning map designations with the new ordinance terminology), improving clarity for residents, applicants, and staff, and ensuring zoning can be applied and enforced consistently.

This is a city-wide map update —it does not approve specific development projects. Property owners retain all rights and obligations of their mapped district(s), and future site-specific development proposals will continue to be reviewed through established permitting and public hearing processes.

Link of the proposed zoning map for the city: <https://www.springfieldmo.gov/citywideremapping>

CITYWIDE MAP:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

Springfield's zoning map has been amended over time through both citywide initiatives and site-specific rezonings. Citywide remapping is the City's comprehensive effort to ensure the official zoning map reflects the adopted Land Development Code's district structure and terminology.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. - Amendments.

- (1) *Authority.* The city council may from time to time by ordinance amend, supplement, change, modify or repeal the boundaries of the districts or regulations herein or subsequently established. The planning and zoning commission's role with respect to rezoning applications is advisory. Any report or recommendation made by the planning and zoning commission shall not be binding on the city council, nor shall such recommendation or report limit the city council's legislative authority.

Before an amendment shall be approved by ordinance, the planning and zoning commission shall have first had a public hearing regarding the proposed amendment and made an official report to the city council regarding the planning and zoning commission's recommendation regarding said amendment. Once the planning and zoning commission has made its official report, any further review by the planning and zoning commission shall not be required unless the city council elects to refer a matter back to the planning and zoning commission for further review.

- (2) *Initiation of amendment.* Amendments may be proposed by the council, the planning and zoning commission, or by a person owning or having an interest in property in the City of Springfield. If the council initiates an amendment, its proposal shall be transmitted to the planning and zoning commission for the commission's report and recommendation.

- (7) Findings by the commission.

- (a) *Rezoning.* If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:
1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
 2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
 3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
 4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
 5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
 6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
 7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
 8. Information submitted at the public hearing.

DEVELOPMENT REVIEW STAFF REPORT

DISTRICT TRANSLATIONS:

Citywide remapping updates the official zoning map by translating existing district designations to match the adopted Land Development Code (LDC) zoning districts. It does not approve a site-specific development proposal; future development and redevelopment remain subject to all applicable LDC standards and any required discretionary approvals and public hearing processes.

The Official Zoning Map under the previous code shall transition and be interpreted according to the table below.

Previous Code	Transition
R-SF – Single-family Residential	R-SF – Single-family Residential
R-TH – Residential Townhouse	R-MX1 – Mixed-density Neighborhood - Low
WC-3 – West College Residential Sub-area 3	
LWO – Live Work Overlay	
R-LD – Low-density Multifamily Residential	
R-MD – Medium-density Multifamily Residential	R-MX2 – Mixed-density Neighborhood - Medium
WC-2 – West College Live/work Sub-area 2	
R-HD – High-density Multifamily Residential	
UN – University Combining	R-MX3 – Mixed-density Neighborhood - High
R-MHC – Manufactured Home Community	R-MHC – Residential Manufactured & Small-format Housing Community
GI – Government and Institutional Use	GI – Government and Institutional
LB – Limited Business	C-MX1 – Commercial Mixed-use Neighborhood
O-1 – Office	
O-2 – Office	
WC-1 – West College Mixed-use Subarea 1	
(NEW)	
CC – Center City	C-MX2 – Commercial Mixed-use Community
GR – General Retail	GC – General Commercial
HC – Highway Commercial	
CS – Commercial Service	LIC – Light Industrial / Commercial
RI – Restricted Industrial	
LI – Light Industrial	
IC – Industrial Commercial	
GM – General Manufacturing	HM – Heavy Manufacturing
HM – Heavy Manufacturing	
(NEW)	OS – Open Space

Some districts or special approvals occurred under standards and procedures that have been changed by the text of the new Land Development Code. However, the approvals, conditions, and entitlements on these properties are preserved and apply to each property as they did under the previous code, until the established district regulations are changed according to the processes and procedures established in the most recent version of the Land Development Code.

1. Conditional Overlay Districts approved according to Section 36-407 of the previous code.
2. Planned Development Districts approved according to Section 36-405 of the previous code.
3. Urban Conservation Districts (UCD), overlays, or other special districts approved under the previous code, specifically:
 - a. Airport Overlay District
 - b. Commercial Street District (COM)
 - c. Midtown UCD
 - d. Phelps Grove UCD
 - e. Rountree UCD
 - f. Walnut Street (east and west) UCD
 - g. Grant Avenue Parkway
 - h. Moon City Live/Work District

DEVELOPMENT REVIEW STAFF REPORT

COMPATIBILITY WITH COMPREHENSIVE PLAN:

Citywide Remapping advances implementation of the adopted Comprehensive Plan by aligning the City's primary land use regulatory tool—Zoning—into a framework and set of development standards that move the city towards the vision Forward SGF articulates.

Forward SGF specifically directs the City to conduct a comprehensive overhaul of zoning and development regulations to reduce conflicts, strengthen enforcement, and improve redevelopment outcomes and neighborhood livability (Housing & Neighborhoods, p. 80).

Citywide Remapping fulfills that directive by ensuring that zoning districts on the official map reflect the modernized district intents that were crafted to implement the Plan's goals for:

1. Complete Neighborhoods (p. 65),
2. Corridor-focused growth and transit-supportive density (Transportation & Mobility, p. 105),
3. Downtown revitalization (Downtown Plan, pp. 196–199),
4. Infrastructure-based placemaking (Infrastructure & Community Facilities, p. 138).

This request does not introduce new policy direction; rather, it implements the adopted Comprehensive Plan by translating its goals into a coherent, enforceable regulatory structure, and does so with the support of the community.

ZONING TRANSITION APPEAL PROCESS

As part of the Citywide Remapping implementation, staff is proposing an appeal process to provide property owners with an opportunity to request reconsideration of their assigned zoning district following adoption of the updated official zoning map.

For a period of ninety (90) days following City Council approval of the Citywide Remapping, property owners may submit a zoning transition appeal without payment of standard rezoning application fees. Those requests will be evaluated on a case-by-case basis to ensure that appeal requests are consistent with Forward SGF, responsive to legitimate transition concerns, and limited to situations where reconsideration may be warranted.

This appeal process does not automatically grant approval of a requested zoning change. All appeals will be reviewed by staff for consistency with the Comprehensive Plan, the adopted Land Development Code, surrounding zoning patterns, and standard rezoning findings. Qualifying appeals will proceed through the standard public hearing process before the Planning & Zoning Commission and City Council.

FUTURE PLACETYPE MAP:

The Comprehensive Plan's future placetype map remains the City's long-range policy guide. Citywide Remapping is an implementation step that updates the regulatory map (zoning) so it functions consistently with the adopted Land Development Code to implement the vision of the Comprehensive Plan.

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No objections to the citywide map update.

CITY UTILITIES:

No objections to the citywide map update.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objections to the citywide map update.

FIRE DEPARTMENT:

No objections to the citywide map update.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

No objections to the citywide map update.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

No objections to the citywide map update.

STAFF ANALYSIS AND RECOMMENDATION:

1. The City is requesting approval of Citywide Remapping to update the official zoning map so that mapped zoning districts align with the adopted Land Development Code district framework. This action completes a major implementation step following adoption of the updated Code.
2. Citywide Remapping is an implementation action of the Forward SGF Comprehensive Plan. It does not approve specific development projects, change underlying land use designations, or entitle any property to development beyond what is permitted in the adopted Code. Rather, it ensures that the regulatory map reflects the district structure adopted by City Council.
3. Forward SGF identifies predictable, transparent, and equitable development standards as essential to achieving the community's long-term vision. By eliminating legacy district labels remapping strengthens the City's ability to consistently apply adopted land use policy.
4. The Land Use & Development chapter of Forward SGF calls for place-based planning, modernized zoning tools, housing diversity, and reinvestment in existing neighborhoods. Citywide Remapping operationalizes these policies by ensuring that each property is mapped into a district that corresponds with the framework adopted to implement the Plan.
5. Forward SGF specifically identifies the update of the Land Development Code as a major step toward achieving the community's housing goals. As part of that implementation effort, Planning staff conducted a series of Missing Middle Neighborhood Workshops in select center city neighborhoods to educate residents on housing options such as duplexes, townhomes, and small multi-unit buildings and to gather input on where these housing types may be appropriate inside their neighborhoods.
6. The City conducted eight Missing Middle Workshops in Center City neighborhoods, engaging approximately 200 residents and property owners. Participants identified 4,569 properties as potential locations for missing middle housing, including approximately 3,775 currently zoned R-SF. This community input informed the remapping effort and aligns with Forward SGF and the 2023 Housing Study recommendations to strategically integrate housing diversity while maintaining neighborhood character. Neighborhoods included—Woodland Heights, West Central, Westside, Heart of the Westside, Grant Beach, Midtown, Tom Watkins, Doling, and Weller.
7. In late summer 2025, the city initiated a comprehensive public outreach process for Citywide Remapping. More than 51,000 notification letters were mailed to property owners, five public meetings were held, and staff fielded 700 phone calls, 42 project emails, 16 walk-in appointments, and seven scheduled meetings. The interactive online zoning map received 10,614 views. These efforts exceeded statutory notice requirements.
8. Property owners may file a protest petition for zoning changes occurring within 185 feet of their property. An appeal process will also be available for 90 days following adoption of the updated zoning map for qualifying transition concerns.

DEVELOPMENT REVIEW STAFF REPORT

9. The remapping supports adopted City Council priorities related to improving housing attainability, expanding housing choice, promoting reinvestment and infill development, increasing predictability in the development review process, and reducing regulatory complexity.
10. The consolidation of zoning districts reduces administrative complexity, eliminates outdated classifications, and ensures that the zoning map and adopted zoning text are aligned. This promotes consistent interpretation, clearer expectations for property owners, and more predictable review outcomes.
11. Citywide Remapping does not modify roadway classifications, infrastructure plans, capital improvement programming, or placetype designations. Transportation, utilities, stormwater, and infrastructure impacts continue to be evaluated through established project-level review processes.
12. All relevant City departments have reviewed the citywide remapping methodology and have no objections to the proposed map update.
13. Public notice and engagement were provided through mailed notification, interactive online tools, neighborhood workshops, public meetings, and opportunities for individualized consultation to ensure transparency and meaningful participation.
14. Based on the findings above, Citywide Remapping represents a logical and necessary implementation step following adoption of Forward SGF and the updated Land Development Code. The process reflects both adopted policy direction and direct community input gathered through workshops and public outreach.

STAFF RECOMMENDATION:

1. Staff recommends approval of the Citywide remapping ordinance and the updated official zoning map because it implements the adopted Land Development Code, supports Comprehensive Plan implementation, and improves clarity and consistency in zoning administration.

PLANNING AND ZONING OPTIONS:

1. The planning and zoning commission shall make one of the following recommendations in connection with the proposed update to the official zoning map.
2. Recommend against the proposed update to the official zoning map.
3. Recommend approval of the update to the official zoning map.
4. Recommend approval of the update to the official zoning map together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of the adopted Land Development Code.

DEVELOPMENT REVIEW STAFF REPORT

Zoning Map September 22, 2025 to February 23, 2026

A/P#	Project/Phase Name	Address	From Zoning	To Zoning
PLN2025-00247	Z-1-2026	3319 N GLENSTONE AVE SPRINGFIELD MO 65803	R-MD, Medium Density Multi-Family Residential District	to GR, General Retail District.
PLN2025-00254	Z-2-2026 COD 283	1138 E ELM ST SPRINGFIELD MO 65806	from R-HD, High-Density Multi-family Residential District and UN, University combining district	to GR, General Retail with Conditional Overlay District 283 and University combining district.
PLN2025-00210	Z-23-2025 COD 275	1313 N LYON AVE SPRINGFIELD MO 65802	from R-SF, Single-Family Residential District and PD, Planned Development No. 265	to CC, Center City District with Conditional Overlay District No. 275.
PLN2025-00214	Z-24-2025 COD 277	4001 W CHESTNUT EXPY SPRINGFIELD MO 65802	GM, General Manufacturing District and HC, Highway Commercial District to	R-LD, Low-Density Multifamily Residential District with Conditional Overlay District No. 277
PLN2025-00218	Z-25-2025 COD 278	517 E CALHOUN ST SPRINGFIELD MO 65802	from R-SF, Residential Single-family district and Mid-town Urban Conservation District No. 3	to O-1, Office District and establishing Conditional Overlay District No. 278 and Mid-town Urban Conservation District No. 3.
PLN2025-00221	Z-26-2025	3101 S SCENIC AVE SPRINGFIELD MO 65807	HM, Heavy Manufacturing District	to IC, Industrial Commercial District.
PLN2025-00235	Z-27-2025 COD 279	3409 S PARKHILL AVE SPRINGFIELD MO 65807	R-SF, Single-family Residential District	to R-TH, Residential Townhouse District with Conditional Overlay District No. 279.
PLN2025-00253	Z-31-2025	3446 S MAIN AVE SPRINGFIELD MO 65807	from HC, Highway Commercial District	to R-TH, Residential Townhouse District.
PLN2025-00256	Z-3-2026	2300 N AIRPORT BLVD SPRINGFIELD MO 65802	County Agriculture District	to HM, Heavy Manufacturing District.
PLN2025-00264	Z-33-2025 COD 282	509 W WHITESIDE ST SPRINGFIELD MO 65807	from R-SF, Single-family Residential District	to HC, Highway Commercial District with Conditional Overlay District No. 282.
PLN2025-00261	Z-4-2026	3225 W SUNSHINE ST SPRINGFIELD MO 65807	HC, Highway Commercial, County C-2, General Commercial	to HC, Highway Commercial
PLN2025-00279	Z-6-2026 COD 284	2000 S MCCURRY AVE SPRINGFIELD MO 65807	Planned Development 343	to R-MD, Medium-Density Multi-family Residential District with Conditional Overlay District 284.
PLN2025-00289	Z-7-2026	3635 E OLIVE ST SPRINGFIELD MO 65802	Planned Development No. 298 to GR, General Retail District.	to R-LD, Low-Density Multi-family Residential District with Conditional Overlay District 285.
PLN2025-00295	Z-8-2026	3005 W CHESTNUT EXPY SPRINGFIELD MO 65802	GM, General Manufacturing District	to IC, Industrial Commercial District.



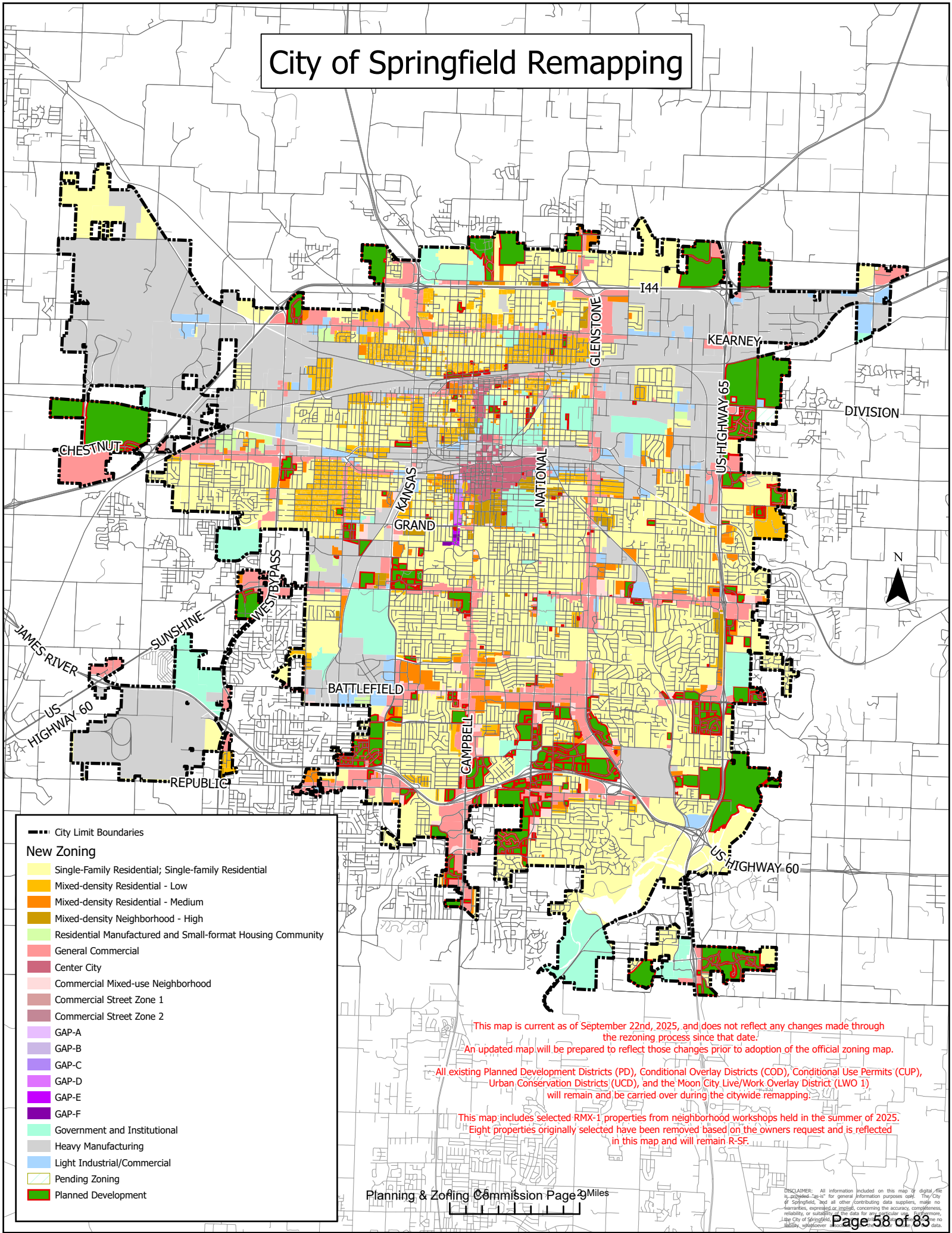
DEVELOPMENT REVIEW STAFF REPORT

PLN2025-00317	Z-9-2026 COD 285	2610 W COLLEGE RD SPRINGFIELD MO 65802	from HC, Highway Commercial, R-LD, Low-Density Multi-family Residential District with Conditional Overlay District No. 32 and R-TH Residential Townhouse	to R-LD, Low-Density Multi-family Residential District with Conditional Overlay District 285.
PLN2025-00265	Planned Development 394	1025 S GRANT AVE SPRINGFIELD MO 65807		
PLN2026-00015	Planned Development 395	3302 S MARYLAND AVE SPRINGFIELD MO 65807		
PLN2025-00248	Conditional Use Permit 485	3319 N GLENSTONE AVE SPRINGFIELD MO 65803		
PLN2025-00251	Conditional Use Permit 486	1518 E DALE ST SPRINGFIELD MO 65803		

The list below includes the properties that were initially proposed to be rezoned from R-SF to R-MX1, however the property owner requested to remove their properties from the proposal so they will remain R-SF, Single-Family Residential during the citywide remapping.

2737 W Turner Street	3009 W Grand Street	2533 W Elm Street	2236 W Walnut Street
2729 N Fort Avenue	3023 W Water Street	2737 W Turner Street	1871 N Broadway Avenue

City of Springfield Remapping



- City Limit Boundaries
- New Zoning**
- Single-Family Residential; Single-family Residential
- Mixed-density Residential - Low
- Mixed-density Residential - Medium
- Mixed-density Neighborhood - High
- Residential Manufactured and Small-format Housing Community
- General Commercial
- Center City
- Commercial Mixed-use Neighborhood
- Commercial Street Zone 1
- Commercial Street Zone 2
- GAP-A
- GAP-B
- GAP-C
- GAP-D
- GAP-E
- GAP-F
- Government and Institutional
- Heavy Manufacturing
- Light Industrial/Commercial
- Pending Zoning
- Planned Development

This map is current as of September 22nd, 2025, and does not reflect any changes made through the rezoning process since that date.
An updated map will be prepared to reflect those changes prior to adoption of the official zoning map.

All existing Planned Development Districts (PD), Conditional Overlay Districts (COD), Conditional Use Permits (CUP), Urban Conservation Districts (UCD), and the Moon City Live/Work Overlay District (LWO 1) will remain and be carried over during the citywide remapping.

This map includes selected RMX-1 properties from neighborhood workshops held in the summer of 2025. Eight properties originally selected have been removed based on the owners request and is reflected in this map and will remain R-SF.

Disclaimers:

This map is current as of September 22nd, 2025, and does not reflect any changes made through the rezoning process since that date. An updated map will be prepared to reflect those changes prior to adoption of the official zoning map.

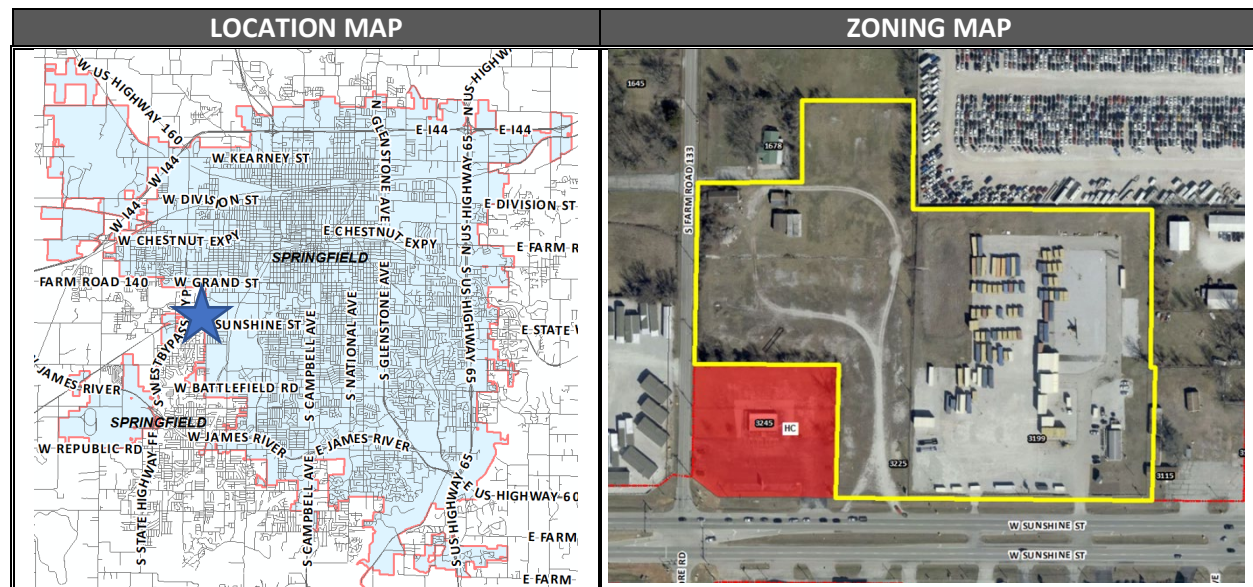
All existing Planned Development Districts (PD), Conditional Overlay Districts (COD), Conditional Use Permits (CUP), Urban Conservation Districts (UCD), and the Moon City Live/Work Overlay District (LWO 1) will remain and be carried over during the citywide remapping.

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Preliminary Plat of West Sunshine Marketplace
Location:	3199 & 3225 West Sunshine Street
Total Acres:	12.61 acres
Applicant:	3225 W Sunshine, LLC
Existing Land Use:	Outdoor Storage
Neighborhood Meeting:	N/A
Planning and Zoning Commission:	February 26, 2026
City Council:	March 9, 2026
Public Notification:	Posted property
Staff:	Andrew Menke, Senior Planner, (417) 864-1613
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve the preliminary plat of West Sunshine Marketplace subject to the conditions listed in Attachment 2 of the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

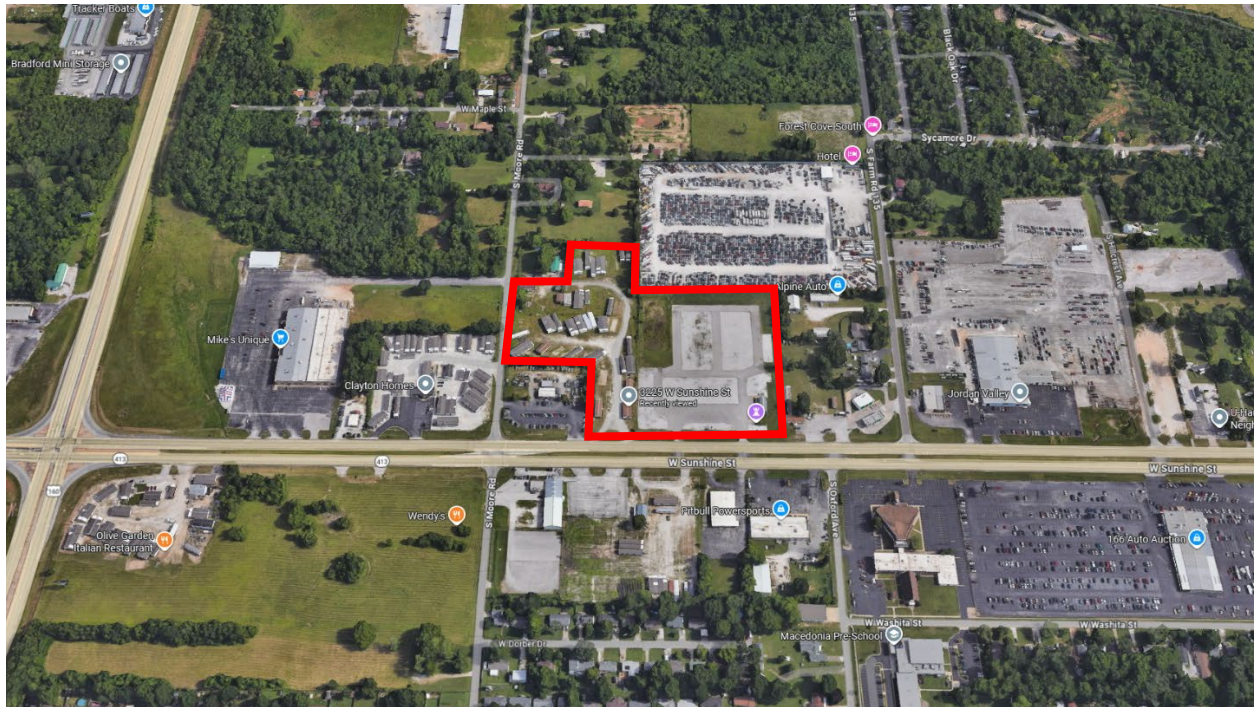
PROJECT SUMMARY:

Request to subdivide approximately 12.61 acres of property generally located at 3199 & 3225 West Sunshine Street into seven (7) lots to facilitate the development of the site.

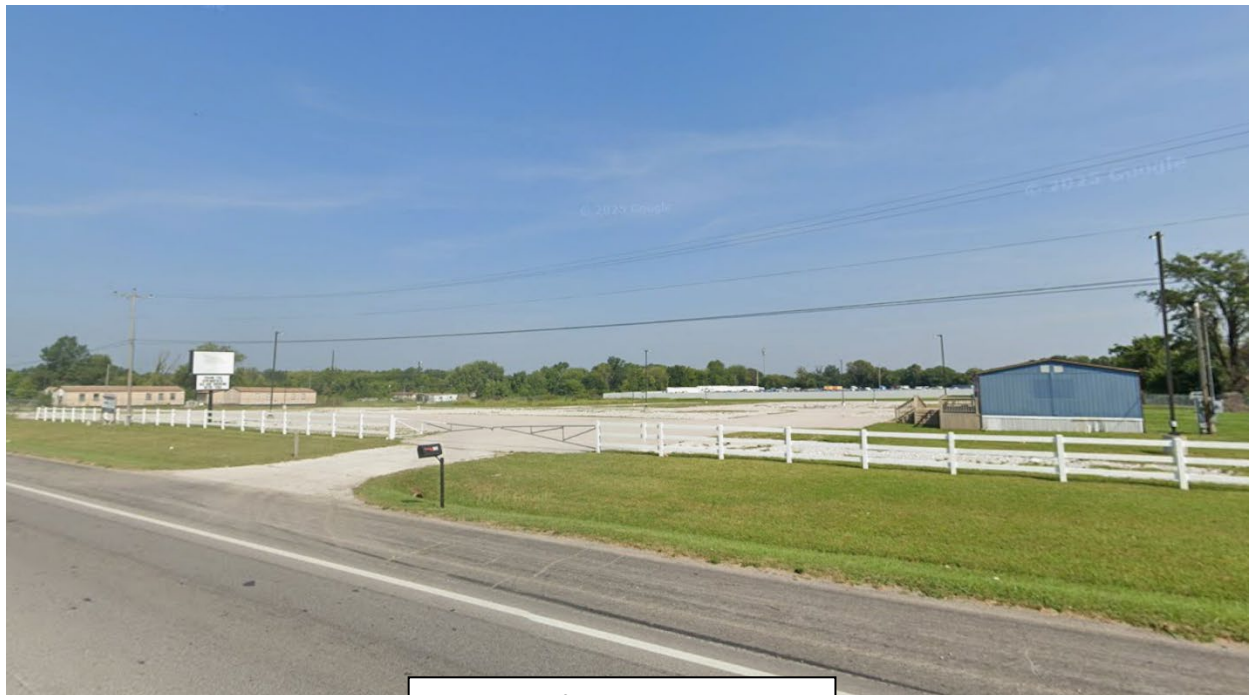


DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



View from Sunshine St

DEVELOPMENT REVIEW STAFF REPORT



View from Farm Road 133
(Moore Rd)

PROPERTY HISTORY:

The south 275 feet of this property was platted as part of F.L. Hudson Addition in 1947. The rest of the property has never been platted.

The subject property was annexed into the city on February 23, 2026.

PLANNING AND ZONING COMMISSION AUTHORITY:

Action Type: Administrative.

A subdivision is the legal process to divide a surveyed tract of land into lots for the purposes of sale of the property. Platting is the process of mapping those lots and is considered part of the subdivision process. Subdivision is an administrative action. An administrative action is ministerial and non-discretionary. In reviewing a preliminary plat, the role of the Planning and Zoning Commission is to determine whether the plat meets the minimum requirements set forth in the subdivision statutes and the subdivision regulations in the Land Development Code. If the plat meets these standards, approval is required.

Relevant Authority

Revised Statutes of Missouri: Sections 89.400 through 89.470

City Charter: Sec. 11.7. – Legal status of master plan.

DEVELOPMENT REVIEW STAFF REPORT

- (1) *Master plan to provide general guidelines.* The master plan shall be prepared and maintained as a general guide for the orderly and efficient development and redevelopment of the City of Springfield. The master plan shall be kept current through review not less than every five years. When required by this Charter or otherwise deemed necessary, such review shall include proposed revisions or alterations in the master plan and public hearings thereon.
- (2) *Regulations to generally conform to master plan.* All rezoning of land, subdivision plats, development proposals, and the zoning ordinance, subdivision ordinance and the zoning map should generally conform with the guidelines set forth in the master plan and should be reviewed for consistency with the master plan; provided, however, inconsistencies with the master plan shall not constitute cause to invalidate any such matter. The master plan shall not have the effect of a regulatory ordinance.
- (3) *Master plan to guide public improvements.* The master plan shall provide guidelines for the location of public streets, parks and other public ways, grounds and spaces, public buildings and structures, facilities of public or private utilities, and the acquisition of real property by the city for public use. To that end the planning and zoning commission shall review the following:
 - (a) All proposals to construct or extend public streets.
 - (b) All proposals to improve land as a park.
 - (c) All proposals to lay out or improve other public ways, grounds or spaces.
 - (d) All proposals to construct public buildings and structures.
 - (e) All proposals to lay out and construct facilities of public utilities, whether publicly or privately owned.
 - (f) All proposals to acquire real property for public purposes.

In reviewing and approving all such proposals, the function of the planning and zoning commission shall be to determine whether they are generally consistent with the master plan of the city. No such proposals shall be constructed or authorized until the location, extent and character thereof has been submitted and approved by the planning and zoning commission.

In case of disapproval, the commission shall communicate its reasons to the city council, and the city council, by vote of not less than two-thirds of its entire membership, may overrule the disapproval and, upon the overruling, the city council or the appropriate board or officer may proceed, except that if the proposal is by an agency other than an agency of the city and the authorization or financing does not fall within the province of the city council, then the submission to the planning commission shall be by the agency having jurisdiction, and the planning commission's disapproval may be overruled by that agency by a vote of not less than two-thirds of its entire membership. The acceptance, widening, removal, extension, relocation, narrowing, vacation, abandonment, change of use, acquisition of land, sale or lease of any street or other public facility is subject to similar submission and approval, and the failure to approve may be similarly overruled.

DEVELOPMENT REVIEW STAFF REPORT

In the event the commission shall fail to act within thirty days after the date of official submission of a proposal (which date shall be the date that the matter is placed upon the agenda of the commission) to the commission, then the proposal shall be deemed to have been approved by the commission, unless a longer period for review by the commission shall have been authorized by the council or by the public officials submitting the proposal. In any case in which the commission finds that it is not reasonably able to complete its review of a proposal within thirty days, it may extend the time for such review for not more than thirty days.

City of Springfield Land Development Code

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.

DEVELOPMENT REVIEW STAFF REPORT

- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 - 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 - 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

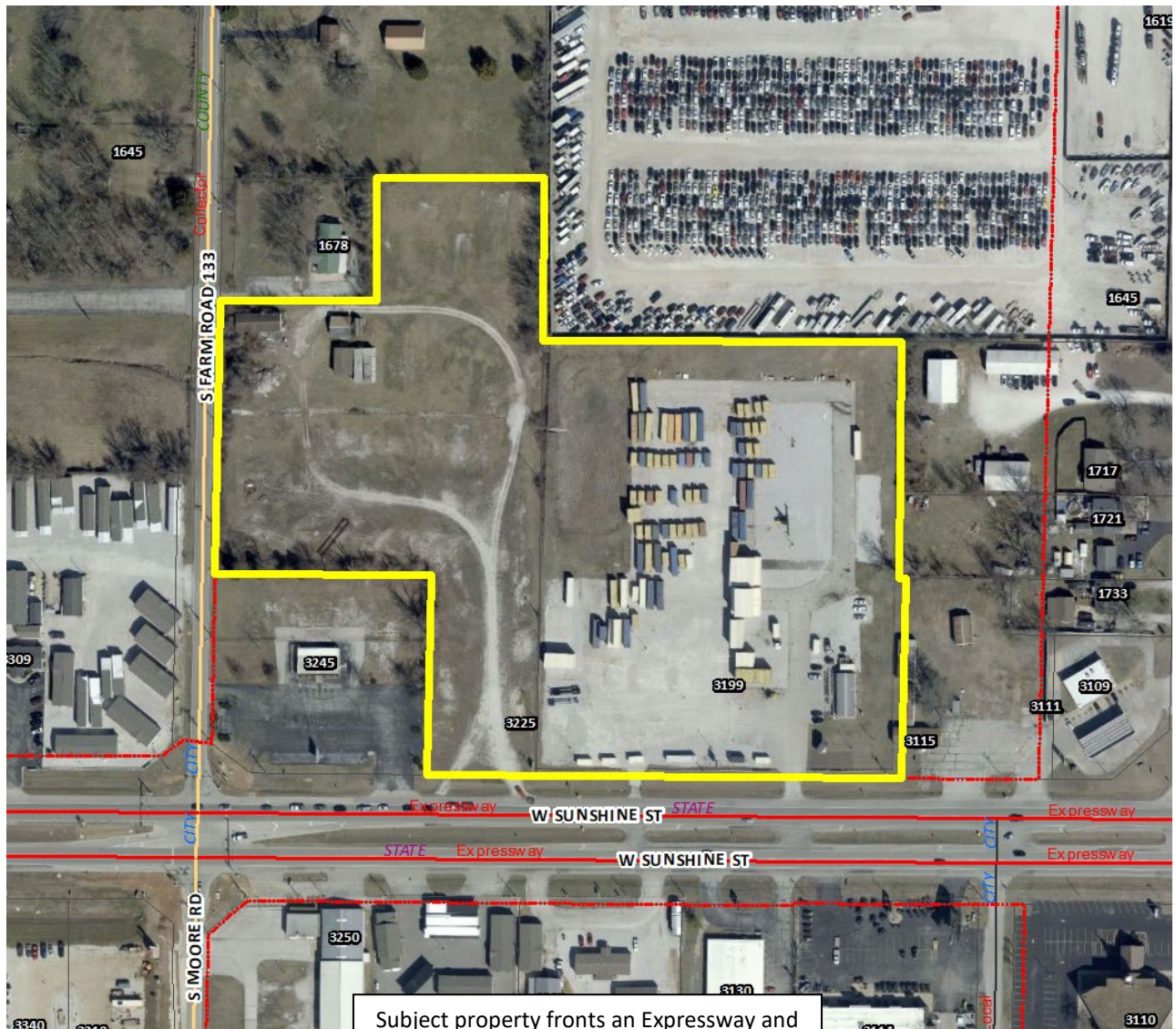
DEVELOPMENT REVIEW STAFF REPORT

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR HIGHWAY COMMERCIAL
Minimum lot dimension requirements	36 feet of frontage along a public street
Maximum structure height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Front yard setback	15 feet along local streets 25 feet along collector streets or higher
Side and rear yard setback	None, except as required by section 36-453, supplemental open space and yard regulations, and the buffer yard requirements in subsection 36-422(8)
Street Classification	W Sunshine Street – Expressway S Farm Road 133 (S Moore Road) – Collector
Sidewalks	Sidewalk is required along the frontage of S Farm Road 133. Sidewalk currently does not exist along either adjacent roadway.
Open Space Requirements	Not less than 20 percent of the gross site area.

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



Subject property fronts an Expressway and a Collector roadway

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is proposing to subdivide approximately 12.61 acres into a seven (7) lot subdivision named "West Sunshine Marketplace".
2. The property is currently zoned County C-2, General Commercial. The property owner has submitted an application to rezone the property to HC, Highway Commercial District, which is currently in process.
3. All lots meet the minimum requirements of the City's subdivision regulations and the HC, Highway Commercial District.
4. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.
5. The Land Development Code requires that each lot have adequate public facilities including but not limited to water, sanitary sewer, electricity, gas, open space, storm drainage, access to the public transportation system, and that any existing natural features such as floodplains, stream buffers and sinkholes have been identified on the preliminary plat.
6. The proposed preliminary plat was reviewed by City departments and comments are contained in **Attachment 1**. Conditions of Approval are provided in **Attachment 2**. The Preliminary Plat drawing can be found in **Attachment 3**.

STAFF RECOMMENDATION:

1. The proposed subdivision meets all applicable requirements of the City of Springfield's *Land Development Code* for subdivisions and is compatible with the zoning requirements of the Highway Commercial District.
2. Staff recommends approval as submitted in the staff report.

DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION OPTIONS:

In reviewing a preliminary plat, the role of the Planning and Zoning Commission is to determine whether the plat meets the requirements set forth in the subdivision statutes and the Land Development Code. If the plat meets these minimum standards, approval is required.

The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing.

1. The commission shall approve the preliminary plat.
2. The commission shall conditionally approve the preliminary plat.
3. The commission shall disapprove the preliminary plat and state for the record which requirement or requirements of the *Land Development Code* the preliminary plat fails to meet.

PUBLIC NOTIFICATION AND COMMENTS:

The property was posted by the applicant at least 10 days prior to the public hearing. No comments were received by citizens for this case at the time of publication.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

ATTACHMENT 1

1. AT&T:

Did not respond in allotted review time.

2. CITY UTILITIES:

Natural gas is not currently available to the property and if desired, would need to be extended from offsite either from the east or west.

CU water is not available to proposed lots 1 & 2. A main extension, per CU's extension policy, will be required before the final plat could be approved. All other proposed lots will have access to CU water along Sunshine St. Water will be available to the remaining proposed lots along Sunshine St.

3-phase electric is available to all proposed lots.

Additional main extensions and utility easements may be needed to provide services to the development, depending on the development plan and proposed service/meter configuration. A utility pre-design meeting is recommended. Contact Josh @ 417-831-8816 to coordinate.

3. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING SURVEY DIVISION:

Approved

4. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

1. Approval the final plat and any building permits will require that public sewer be extended to serve the area. Public improvement plans will need to be designed, submitted and constructed to city standards. The public improvements must be approved, filed and constructed or escrowed before any building permits or plats can be issued according to city code section 98-12(b)(c) Private Construction of Public Improvements and section 98-14. - Assurance for completion of Public Improvements.
2. The area is subject to a trunkline connection fee of \$0.033 per square foot. This based on the area of the subdivision and is typically connected as part of the engineering and inspection fees required in order to file the public improvement plans.

5. FIRE DEPARTMENT:

Approved.

6. PARKS & GREENWAYS:

Approved.

DEVELOPMENT REVIEW STAFF REPORT

7. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING RIGHT-OF-WAY DIVISION:

Approved.

8. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION CONSTRUCTION INSPECTION DIVISION:

All required public improvements must be built and accepted by the City or escrowed via the City's escrow process prior to approval of the final plat or issuance of any building permit. If escrow is the route chosen, please contact Andrew Flippin (417-864-1946; aflippin@springfieldmo.gov) for information on the City's escrow process.

9. MISSOURI DEPARTMENT OF TRANSPORTATION:

Approved. No comments at this time. We are waiting to receive the traffic study.

10. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

Approved.

11. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

Site Description and Drainage Pattern

	Drainage Basin	Fee in Lieu of Flood Control	Fee in Lieu of Water Quality	Stream Buffer on Site	Sinkhole or Watershed	Floodplain/Floodway
3225 W Sunshine St	Wilsons Creek	No	No	No	No	No

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

Detention and Discharge Requirements

1. The site is partially developed in under Greene County regulations with one existing basin at 3199 W Sunshine St. All future developments must provide a flood control volume without an increase in peak flowrate. S Farm Road 133/S Moore Rd has a limited culvert capacity. Future developments will use this culvert as the discharge point and no increase in peak flowrate can occur at this culvert.
2. A public improvement project will be required before final platting.

Water Quality Requirements

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater.

DEVELOPMENT REVIEW STAFF REPORT

Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

2. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.
3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by Planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

Floodplain

N/A

Natural Channels and Stream Buffers

N/A

Sinkholes and Karst Features

N/A

12. DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

Traffic Report

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	W Sunshine Street	Expressway	MoDOT	65	90	27,000	No	No	No
Street 2	S Farm Road 133 (S Moore Road)	Collector	County	30	20	NA	No	Yes	No

Access

All new or modified access shall comply with current City of Springfield standards for the street classification. No more than one access will be permitted to Sunshine Street.

Trails, Bus Stops, And Additional Information

There are no Greenway Trails near the property. There are bus stops on Sunshine near the property.

Sidewalk

Prior to approval of the plat, sidewalk is required along entire frontage of Moore Rd. as per City Code Section 36-471.

DEVELOPMENT REVIEW STAFF REPORT

Improvements

No improvements are required for this preliminary plat. At the time of development, a Traffic Impact Study is required to be reviewed and approved. All public improvements required for the development as well as sidewalk along Moore Rd. must be constructed or escrowed prior to the approval of the Building Permit.

DEVELOPMENT REVIEW STAFF REPORT

CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

WEST SUNSHINE MARKETPLACE

SECTION 28, TOWNSHIP 29N, RANGE 22W
GREENE COUNTY, MISSOURI

OWNER / DEVELOPER

3225 W SUNSHINE LLC
COLTON WITT, MANAGER
SPRINGFIELD, MO 65807

PROPERTY DESCRIPTION

A TRACT OF LAND LYING IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 29 NORTH, RANGE 22 WEST AND IN PART OF F. L. HUDSON ADDITION, A SUBDIVISION RECORDED IN BOOK N, PAGE 10 OF THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 9 OF F. L. HUDSON ADDITION, SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY OF SUNSHINE STREET, THENCE ALONG SAID RIGHT-OF-WAY NORTH 88°39'44" WEST, 500.56 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 88°42'02" WEST, 149.74 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 01°50'17" EAST, 274.98 FEET; THENCE NORTH 88°38'18" WEST, 288.73 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF MOORE ROAD, ALSO KNOWN AS FARM ROAD 133; THENCE ALONG SAID RIGHT-OF-WAY NORTH 02°18'42" EAST, 373.80 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 89°20'04" EAST, 203.52 FEET; THENCE NORTH 01°17'30" EAST, 167.72 FEET; THENCE SOUTH 88°12'48" EAST, 242.06 FEET; THENCE SOUTH 02°43'43" WEST, 222.17 FEET; THENCE SOUTH 88°41'10" EAST, 500.05 FEET; THENCE SOUTH 01°15'58" WEST, 325.05 FEET; THENCE SOUTH 01°21'28" WEST, 274.91 FEET TO THE POINT OF BEGINNING, CONTAINING 549,173 SQUARE FEET (12.61 ACRES), ALL LYING IN SECTION 28, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

DEVELOPMENT NOTES

TOTAL AREA: 549,173 SQ. FT. (12.61 ACRES)
TOTAL NUMBER OF LOTS: 7
SOURCE OF TITLE: BOOK 2025 PAGE 009818-25
LARGEST LOT: LOT 5 - 4.34 ACRES
SMALLEST LOT: LOT 3 - 0.86 ACRES

REFERENCE MATERIAL

DEEDS AS SHOWN
BOOK 2025 PAGE 009825-25
BOOK 2025 PAGE 009818-25
FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENTS # 2502224
DATED FEBRUARY 12, 2025
F. L. HUDSON ADDITION PLAT BOOK N PAGE 10

SURVEYOR'S NOTES

FENCE LOCATIONS SHOWN BETWEEN DIMENSION POINTS ARE APPROXIMATE AND THE ACTUAL FENCE MAY MEANDER FROM THE LOCATIONS SHOWN ON THE PLAT HEREIN. ALL INTERIOR FENCES MAY NOT BE SHOWN.

PROPERTY ACCURACY STANDARD: URBAN

DATE OF SURVEY FIELD WORK: 05/12/25

ZONING: C-2 GENERAL COMMERCIAL

UTILITIES SHOWN WERE OBSERVED OR MARKED BY MISSOURI ONE-CALL. NO CERTIFICATION IS MADE AS TO THEIR ACCURACY.

BEARINGS ARE BASED ON GRID NORTH, MO NAD 83 CENTRAL ZONE FROM GNSS OBSERVATIONS.

DEDICATION

SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON. ALL STREETS, EASEMENTS, AND ACCESS LIMITATIONS ARE RELINQUISHED AND DEDICATED TO THE PUBLIC.

IN WITNESS WHEREOF, COLTON WITT, MANAGER OF 3225 W. SUNSHINE LLC, OWNER OF THE PROPERTY DESCRIBED HEREON, HAS CAUSED THIS PLAT TO BE SIGNED THIS _____ DAY OF _____, 20____.

CERTIFICATE OF APPROVAL
BY THE PLANNING AND ZONING COMMISSION

APPROVED THIS _____ DAY OF _____
BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SPRINGFIELD,

STEPHEN CHILDERS, DIRECTOR OF PLANNING AND DEVELOPMENT

DECLARATION BY SURVEYOR

I, KENT R. PETERSON, DO HEREBY CERTIFY TO 3225 W. SUNSHINE LLC THAT THIS PLAT WAS PREPARED AND THE MONUMENTS AND PINS SET UNDER MY PERSONAL SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN, IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

PHYSICAL EVIDENCE OF IMPROVEMENTS IS SHOWN FROM INFORMATION TAKEN BY VISUAL INSPECTION OF THE PREMISES. EASEMENTS SHOWN ARE THOSE WRITTEN, PROVIDED, OR DISCOVERED AND MAY NOT BE ALL INCLUSIVE. APPARENT OWNERSHIPS AS SHOWN ARE BASED UPON INFORMATION PROVIDED BY OTHERS AND DO NOT REPRESENT AN OPINION AS TO TITLE. THIS PLAT OF SURVEY IS AN INSTRUMENT OF SERVICE AND IS NOT TO BE USED BY ANYONE OTHER THAN THOSE TO WHOM IT HAS BEEN CERTIFIED UNLESS IT HAS BEEN UPDATED AND RE-CERTIFIED BY THE UNDERSIGNED.

KENT R. PETERSON
MISSOURI, PLS 2000161241

1-21-2026
DATE

ACKNOWLEDGMENT

STATE OF MISSOURI (SS)

COUNTY OF GREENE

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED COLTON WITT, TO ME KNOWN, WHO DULY SWORN, DID SAY THAT THEY ARE SINGLE, AND ACKNOWLEDGE SAID INSTRUMENT TO BE THEIR FREE ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN SPRINGFIELD, GREENE COUNTY, MISSOURI, ON THE DAY AND DATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____

PRINT NAME OF NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

(SEAL)

DATE	REVISION	#
01/13/26	PER CITY COMMENTS	1



PREPARED BY:	MC	KRP
CHECKED BY:	KRP	
APPROVED BY:	KRP	
DATE:	11/04/25	
SCALE:	1" = 50'	
CERTIFICATE OF AUTHORITY:		
MO# 18-2011008797		
© 2025 Ten and Associates, Inc.		

PROJECT:	WEST SUNSHINE MARKETPLACE
LOCATION:	3225 W. SUNSHINE ST., SPRINGFIELD, MO 65807
CLIENT:	COLTON WITT
TITLE:	PRELIMINARY PLAT

**PLANNING AND DEVELOPMENT DEPARTMENT
DEVELOPMENT REVIEW OFFICE MEMORANDUM**

DATE: February 26, 2026

TO: Planning and Zoning Commission

FROM: Bob Hosmer, AICP Planning Manager

SUBJECT: Update of Rules of Procedure for Planning Commission

Staff is proposing to modify Section 4.0 Hearings Rule 9 of the Planning and Zoning Commission Rules of Procedure (see attached rules).

The process to change the Rules of Procedures are as follows;

Section 6.0 Miscellaneous

Rule 1. Amendment to Rules of Procedure. *The rules of procedure of this Commission shall be amended only with five (5) affirmative votes. Any proposed amendment or rescission of rules shall be voted upon only after the same has been reduced to writing, filed with the Secretary of the Commission and read at the regular meeting immediately preceding the meeting at which the same is voted upon. Debate on the proposed amendment or rescission shall be permitted at both the meeting where the proposed amendment or rescission was read and at the meeting where it is to be voted upon.*

This amendment requires at least 5 affirmative votes in order to pass.

Staff has submitted for review the proposed amendments to the Rules of Procedure with the Planning and Zoning Commission at the February 26, 2026, meeting per Planning and Zoning Commission Rule of Procedure.

Staff will resubmit the final changes to the March 12, 2026, Planning and Zoning Commission meeting for final approval.

RULES OF PROCEDURE for the PLANNING AND ZONING COMMISSION

The following Rules of Procedure are adopted by the Planning and Zoning Commission to facilitate the performance of its duties and the exercise of its powers, as outlined in Article XI of the City Charter of the City of Springfield, Missouri.

Section 1.0 Officers

1. **Selection.** During the first meeting in January of each year, the Commission shall select from the membership a Chairperson and a Vice Chairperson. The Director of Planning and Development shall serve as the Executive Secretary of the Commission. Election of a Chairperson and Vice Chairperson shall be made by motion with second. Tie votes shall be decided by a runoff of the persons tied. Before a vote is taken, for each position, a commissioner may request that his or her name be stricken from the list. (10-8-1998)
2. **Tenure.** The Chairperson and Vice Chairperson shall take office at the first meeting immediately following their selection and shall hold office for a term of one year or until their successors are selected and assume office. (10-8-1998)
3. **Duties.** The Chairperson shall preside at all meetings, appoint committees, and perform such other duties as may be ordered by the Commission. The Vice Chairperson shall act in the capacity of the Chairperson in their absence. In the event the office of the Chairperson becomes vacant, the Vice Chairperson shall succeed to this office for the unexpired term until a new election.

The Executive Secretary shall execute documents in the name of the Commission, perform the duties hereafter listed and shall perform such other duties as the Commission may determine.

In the absence of the Director, the Director shall appoint a representative who shall act in their capacity as Executive Secretary.

Section 2.0 Meetings

1. **Regular Meetings.** A meeting of the Commission shall be held at least one Thursday per month. A second meeting may also be held each month. The Commission shall determine the meeting dates for the following calendar year at their first meeting in December. Agendas for the regular meetings shall be given by the Executive Secretary to the members of the Commission at least seventy-two (72) hours prior to such meetings. (09-17-2009)
2. **Special Meetings.** Special meetings shall be called at the request of the Chairperson, or at the request of five members of the Commission. Notice of special meetings shall be given by the Executive Secretary to the members of the Commission at least forty-eight (48) hours prior to such meeting and shall state the purpose and the time of the meeting.
3. **Rescheduled Meetings.** A regular meeting shall be automatically rescheduled to the following Thursday, unless such Thursday is a scheduled City holiday and then for the Thursday after such holiday, for the same time and location as previously noted on an agenda, advertisement or other notice of public hearing when, at the time scheduled for the regular meeting:
 - a. There exists within the City of Springfield a state of emergency declared by the Mayor, the Director of the Springfield-Greene County Emergency Management Office, the Governor or the President, or their respective designees; or
 - b. Weather or other conditions threatens safe travel to and from the meeting for the public, staff and commission members as determined solely at the discretion of the City Manager, the Director of the

Springfield-Greene County Emergency Management Office, the Chair, or the Executive Secretary to the Commission, or their respective designees; or

- c. The location of the meeting is not considered habitable or safe to remain within the structure at the discretion of the City Manager, the Director of the Springfield-Greene County Emergency Management Office, the Fire Chief, the Directors of Public Works, Building Development Services, or Health, the Chair, or the Executive Secretary to the Commission, or their respective designees.
- d. Should a meeting be automatically rescheduled under this Rule, the continuation of such shall be posted on at least two locations, at least one of which shall be the main entrance, at the address where the meeting was to be held unless posting itself poses as danger to staff to go to the location. If such danger exists, then posting notice at the two closest locations available to the public as determined by the Executive Secretary to the Commission, or their designee, shall be deemed sufficient notice. All practical methods to contact the applicants and public about the changes or cancellation will be used. In addition, upon such rescheduling, all public hearings and other proceedings requiring public notices shall be deemed to be continued and extended to such rescheduled date and time without need for new notices or advertisements with the exception of those required by Chapter 610, RSMo.
- e. In the event the conditions leading to the rescheduling have not been alleviated by the rescheduled date and time, such hearings and proceedings shall be noticed and re-advertised in the same manner as previously done under the Land Development Code of the City of Springfield or other law or rule.(2-20-2014)

- 4. **Public Hearings.** All regular and special meetings, hearings, records, and accounts shall be open to the public. After presentation of testimony and exhibits at each public hearing, the Chairperson shall declare the public hearing closed, so that the Commission may make its decision on the item.
- 5. **Quorum.** Five (5) members shall constitute a quorum for the transaction of business.
- 6. **Action by the Commission.** A majority of five (5) voting members shall be required to either approve or disapprove any action on which the Commission has final authority and to approve any item or amend any plan or policy. In the event the five (5) votes cannot be obtained, the item is automatically postponed to the Commission's next scheduled meeting and voted on again at that meeting. If five (5) votes are not obtained after three such votes, the item shall be deemed denied.

On actions on which the Commission acts as a recommending body to the City Council or to any other governmental body, a majority of voting members present at the time the vote is taken shall prevail. In the event of a tie vote, the item shall be automatically postponed to the next scheduled meeting.

- 7. **Order of Business, Agenda.** The Executive Secretary shall prepare an agenda for each meeting and the Order of Business therein shall be as follows:
 - 1. Roll Call
 - 2. Approval of Minutes
 - 3. Communications
 - 4. Finalization and Approval of Consent Items
 - 5. Unfinished Business
 - 6. Public Hearings
 - a. Zoning Cases
 - b. Planned Developments
 - c. Conditional Use Permits
 - d. Vacations
 - e. Other Public Hearings and appeals
 - f. Administrative Action: Subdivisions
 - g. Other Business

7. Reports
8. New Business
9. Adjournment

The Executive Secretary shall place items that do not require a public hearing such as renewal of subdivision plats, relinquishments of easements, offers to dedicate property, property disposals, change of use, property acquisitions and other similar requests, under Consent Items. Any item placed under Consent Items may be removed from that portion of the agenda and moved to the appropriate portion for discussion, debate, and vote upon the request of a citizen, Commission member, or Executive Secretary. Removal of any Consent Item shall be done prior to the Finalization of Consent Items. After the Consent Items are finalized, no item of business shall be removed except by temporary suspension of Commission's Rules of Procedure. A Consent Item shall not be discussed unless the item is removed as stated above. A single vote by the Commission shall recommend for approval or denial all Consent Items.

An administrative action is ministerial and non-discretionary. In reviewing a preliminary plat, the role of the Planning and Zoning Commission is to determine whether the plat meets the minimum requirements set forth in the subdivision statutes, the subdivision regulations and the zoning district where the subject property is located.

(7-1-1999) (9-9-1999) (4-10-2025)

8. **Motions.** Motions shall be made orally and shall be restated by the Chair before a final vote is taken. All oral motions shall be recorded by the Executive Secretary for the minutes of the Commission.
9. **Staff Reports.** At all hearings, the report and recommendations, if any, of the staff on an item shall be presented to the Commission before the Commission takes action on the item.
10. **Commission Action.** The Commission shall not take action on any item on which a public hearing is required until the public hearing has been closed.
11. **Parliamentary Procedures.** Parliamentary procedure in Commission meetings shall be governed by the latest published edition of "Roberts Rules of Order, Newly Revised" except as specifically modified herein.
12. **Recommendations Forwarded to Council.** When the Commission makes a recommendation on an item, the item shall be automatically forwarded to City Council for final action as required by code. It shall be the duty of the Executive Secretary, provided all notice requirements are satisfied, to place such items on the City Council agenda no later than the third Council meeting following the Commission meeting at which the Commission takes action.

(6-4-2015)

Section 3.0 Duties of the Executive Secretary

1. **Minutes.** The Executive Secretary shall keep the minutes of each meeting of the Commission.
2. **Communications.** Petitions, etc., all communications, petitions, and reports shall be addressed to the Commission and delivered or mailed to the Executive Secretary.

Section 4.0 Hearings

1. **Regular Hearings.** The Planning and Zoning Commission shall hold a public hearing on all proposals requiring a public hearing. Notice of the public hearing shall be given in accordance with the requirements of the Springfield City Code.
- a. **Plats.** For any preliminary plat application, notice of the hearing shall be posted at least ten (10) days prior to the hearing in conspicuous places on or in the immediate vicinity of the property which is the subject of the application. One (1) sign shall be posted for each one hundred fifty (150) feet of street frontage, or part

(10-8-1998)

thereof, up to a maximum of three (3) signs, provided at least one (1) sign is posted on each frontage of the subject property. Further provided, for preliminary plat applications involving more than one (1) block, one (1) sign is required for each street bounding or contained within the area to be platted. Additional signs may be posted at the discretion of the Executive Secretary of the Commission. Signs shall conform to the requirements for posted notices contained in the Zoning Ordinance.

2. **Applicant.** The applicant, or person acting on their behalf for consideration of changes to zoning district classifications, conditional use permits, or text amendments before the Commission, shall appear at the scheduled public hearing. On all other agenda items Commission has the discretion to conduct the public hearing without the applicant present by a motion and a second.
3. **Requests for Postponement.** Any applicant may request that the Commission postpone their application to a specific Commission meeting by submitting such request in writing to the Executive Secretary at least forty-eight (48) hours in advance of the scheduled meeting at which the applicant is to be considered. If a request is made less than forty-eight (48) hours in advance of such meeting, the Commission may, upon good cause shown, postpone such item upon its own motion. All items postponed for a period of 180 days from the original scheduled public hearing date without substantive amendments from the applicant or final action by the Commission, shall be withdrawn from the agenda without further action by the Commission.

Exceptions: The Commission may grant a request to postpone or table a case for a longer period than from the originally scheduled date of the public hearing, in cases where circumstances beyond the control of the applicant render it difficult to comply with the public hearing schedule.

The Commission reserves the right to continue a public hearing to a date certain, without requiring new notice or a new application, for purposes of hearing additional testimony or viewing additional exhibits. (10-8-1998)

4. **Removal from Table by Applicant.** If an applicant desires to have an application removed from the table, the applicant shall notify the Executive Secretary in writing at least 10 days prior to the meeting date. If postponed to a specific meeting date, the applicant does not have to request removal for that date. The Commission shall determine at the meeting whether or not it is appropriate to remove the application from the table as requested by the applicant. Nothing in this section precludes the Commission from removing an item from the table. (7-1-1999)
5. **Recommendations.** All motions are made in the affirmative. After a public hearing, the Planning and Zoning Commission may, within its discretion, make one or more recommendations, together with pertinent principal reasons, in connection with each proposed change in zoning classification or text amendment.

The recommendations will be in one of the following forms:

- a. Recommend against the proposed change in the zoning district classification or text amendment.
- b. Recommend the change in the zoning district classification or text amendment or.
- c. Recommend the change in the zoning district classification or text amendment together with recommendations which, in the judgement of the Commission, will protect adjacent property and ensure that the proposed changes are consistent with the purpose and intent of the zoning ordinance and the comprehensive plan. (11-4-1993) (7-1-1999)

6. **Report of Action Taken.** Each such recommendation made by the Planning and Zoning Commission, whether orally or by other methods, shall be reported by the Executive Secretary of said Commission to the City Council, by applicable administrative procedure, and the applicant notified of the action of the Planning and Zoning Commission. The Executive Secretary of the Planning and Zoning Commission shall set up and maintain a separate file for each application received and all records and files herein provided shall be permanent and official files of the City of Springfield.

7. **Hearing Exhibits.** Any part to any proceeding before the Commission shall, insofar as it may be possible, prepare and submit in advance to hear any exhibits proposed to be used in the proceeding, which said submission shall be made to the Commission by filing the same in the office of the Planning and Development Department of the City of Springfield. The applicant and other proponents shall submit all exhibits at least ten (10) days in advance of the hearing; the Planning and Development Department, other governmental agencies and departments, and opponents of the applicant's request shall submit exhibits including all staff reports at least five (5) days in advance of the hearing. Staff visual presentations, such as PowerPoint presentations, shall not be considered exhibits. Such exhibits shall be identified as to the party who intends to sponsor the exhibit and shall be consecutively numbered or lettered. All material so submitted shall be deemed a public record and shall be open for inspection and copy by any person whomsoever. Any exhibit not so filed shall be admitted by the Commission only upon a clear showing as determined by a majority vote of the Commission that such filing was not in good faith reasonably possible.
8. **Hearing Testimony.** The applicant bears the burden, in any item before the Commission, to present sufficient facts and/or testimony such that a decision by the Commission is based upon substantial evidence in the record of proceedings before the Commission. Nothing shall prohibit any member of the Commission inquiring of any witness or party at any time during the proceedings upon any fact or item relating to the proceedings, but it shall not be the duty of the Commission to supply any deficiencies in or to seek to provide facts in any proceedings.
9. **Manner of Addressing Commission/Time Limit.**
 - a. Each person addressing the Commission, including the applicant or applicant's representative, shall step up to the podium, give their name and address for the record, and unless further time is granted by the Commission, shall limit their address to five (5) minutes. The Commission may reduce the time to three (3) minutes on any individual item by a majority vote prior to the opening of the public hearing.
 - b. All remarks shall be addressed to the Commission as a body and not to any member thereof. No person, other than the Commission and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Commission without the permission of the Chairperson. No question shall be asked of a member of the Commission except through the presiding officer.
 - c. Following the final speaker, the applicant or applicant's representative shall have the option to return to the podium to rebut any public comments. Such rebuttal shall be limited to no more than three (3) minutes unless additional time is granted by the Commission.
10. **Decorum.**
 - a. No person shall make personal, impertinent, or slanderous remarks, nor otherwise disturb the order and decorum of any Commission meeting.
 - b. The Sergeant-at-Arms, at the direction of the Chairperson, shall remove any person violating the provisions of this section. The Chief of Police, or such members of the Police Department as he may designate, shall be Sergeant-at-Arms of the Commission meetings. He shall carry out all orders and instructions given by the Chairperson for the purpose of maintaining order and decorum at the Commission meetings.
 - c. No person shall carry or display a sign inside the room wherein the Commission is meeting, or any other similar type of written communication which is carried or displayed, except nothing contained herein shall be construed to prohibit a person from using visual materials when presenting an item to the Commission. The Commission hereby determines that signs or displays in the meeting room may obstruct the view of citizens, can cause injury, and affect the decorum of Commission meetings, and are hereby prohibited for such reasons. The Sergeant-at-Arms shall inform citizens when signs or displays violate this section and shall remove the signs or displays from the meeting room or may cause citizens carrying such signs or displays to be removed from the meeting room.

Section 5.0 Behavior; Ethics.

1. **Member Service.** Membership on the Planning and Zoning Commission is accepted as public service. Members are appointed by the City Council for a term of four (4) years and until their successors are appointed

and qualified. Any member who misses three consecutive regular meetings of the Commission without good reason shall be in violation of the City Code of Ethics, and such violation shall constitute good cause for removal. Any member may be removed from the Planning and Zoning Commission by action of the City Council. The removal of any such member shall be in accordance with Article IV, Section 15.6 of the Charter and notification of such removal shall be made in writing stating the reasons for such removal and sent to such member at their residence address by United States Mail. (8-6-2015)

2. **Commissioners Unpaid.** Commissioners are unpaid. When Commissioners attend meetings for the benefit of the Commission, staff or City Planning for Springfield generally, expenses may be paid in full or in part by the City of Springfield as provided by current rules and regulations; such reimbursed travel must be indicated in the annual budget officially approved by the City Council.
3. **Case Discussion.** Except at public meetings of the Commission, its members shall not discuss the resolution of specific cases scheduled or likely to come before the Commission, with applicants, their representatives, or others with a direct interest.
4. **Personal Interest.** A member of the Commission who has some personal or financial interest, as defined in the City Code of Ethics, in any case presented to the Commission shall disqualify himself as the particular case is concerned, shall not sit as a member of the Commission during the hearing of the particular case, and shall not participate in the Commission's hearing and decision in such case.
5. **Representing Commission.** Each Commissioner decides which invitations to attend or participate in public and private functions; he can appropriately accept as a member of the Commission. Commissioners should be careful to indicate when they are representing the Commission, rather than acting or speaking for themselves. Such allied efforts, contributing to the work and purposes of City Planning in Springfield, are unpaid, except when infrequently acceptance of out-of-pocket expenses is necessary to make possible constructive participation; in such instances, the Commission is officially consulted or advised.
6. **Employment not Qualification.** Commissioners do not engage in any private or profitable employment, or in any personal business transaction in which the fact of membership on the Commission or any knowledge of its actions unique to membership would be qualification for such employment or a significant reason for the personal business transaction.
7. **Gifts.** Commissioners do not accept gifts from applicants, their representatives, or other persons and institutions concerned with items which have been or might come before the Commission. However well intended acceptance of such gifts could lead to misconceptions by prospective donors or the public generally.
8. **Meeting Conduct.** City Planning and Zoning Commissioners shall conduct themselves at Commission meetings in a fair, understanding, and as gracious a manner as circumstances permit. They shall seek to be considerate of all individuals, attitudes, and the difference of opinion almost always involved.
9. **Commissioner Responsibility.** In their behavior and actions, each City Planning and Zoning Commissioner is keenly aware of the Commission's responsibility, together with the City Planning staff, to plan for Springfield as a whole in all primary aspects, both with respect to the present and long-range future. Numerous organizations and individuals contribute significantly to one or several elements of the City, but very few are obliged to continuously consider the entire physical City, its present population and condition, and its future development and inhabitants.

Section 6.0 Miscellaneous

1. **Amendment to Rules of Procedure.** The rules of procedure of this Commission shall be amended only with five (5) affirmative votes. Any proposed amendment or rescission of rules shall be voted upon only after the

same has been reduced to writing, filed with the Executive Secretary of the Commission and read at the regular meeting immediately preceding the meeting at which the same is voted upon. Debate on the proposed amendment or rescission shall be permitted both at the meeting where the proposed amendment or rescission was read and at the meeting where it is to be voted upon.

Passed this ----- day of -----

/s/ Randall Doennig
Chairperson

ATTESTED: /s Steve Childers, Planning Director
Secretary

AMENDED:

July 12, 1965	December 15, 1983	July 1, 1999
November 15, 1965	January 19, 1984	September 9, 1999
February 17, 1969	October 10, 1985	April 2002
November 19, 1973	May 22, 1986	September 2009
February 11, 1974	November 30, 1989	February 20, 2014
January 13, 1975	December 12, 1991	June 4, 2015
February 3, 1977	June 29, 1992	August 6, 2015
August 18, 1977	November 4, 1993	February 9, 2023
November 6, 1980	July 31, 1997	April 10, 2025
January 29, 1981	March 12, 1998	
February 25, 1982	October 8, 1998	