Agenda
City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers	**General Councilmembers**
Phyllis Ferguson, Zone 1	Jan Fisk, General A
Tom Prater, Zone 2	Craig Hosmer, General B
Mike Schilling, Zone 3	Andrew Lear, General C
Matthew Simpson, Zone 4	Richard Ollis, General D

Upcoming Council Meeting Agenda
February 25, 2019 6:30 p.m.

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

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

1. **ROLL CALL.**
2. **APPROVAL OF MINUTES. February 11, 2019 City Council Meeting And February 19, 2019 Special City Council Meeting.**

   Documents:

   02-11-2019.PDF
   02-19-19 SPECIAL CITY COUNCIL MEETING.PDF

3. **FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.**
4. **CEREMONIAL MATTERS.**
5. **CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETINGS.**
6. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.**

7. **Council Bill 2019-026. (Ollis)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 2.27 acres of property, generally located at 3411 South Kansas Avenue, from R-LD, Low Density Multi-Family District, with Conditional Overlay District No. 145, to R-LD, Low Density Multi-Family District and establishing Conditional Overlay District No. 162; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Project Collective, LLC; 3411 South Kansas Avenue; Z-30-2018 w/COD #162.)

Documents:

2019-026.PDF

8. **Council Bill 2019-027. (Hosmer)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 6.99 acres of property, generally located at 1630 West Republic Street, from a R-SF, Single-family Residential District to GR, General Retail District and establishing Conditional Overlay District No. 165; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Southland Christian Church; 1630 West Republic Road; Z-3-2019 w/COD #165.)

Documents:

2019-027.PDF

9. **Council Bill 2019-028. (Prater)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.18 acres of property, generally located at 1403, 1405, 1409, 1411, 1415, 1423, 1425, and 1427 East Cherry Street and 527 South Pickwick Avenue, from a R-HD, High Density Multi-Family Residential District and LB, Limited Business District within UCD District No. 2, Areas E and F to Planned Development District No. 366; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Pickwick and Cherry, LLC; 1403, 1405, 1409, 1411, 1415, 1423,1425, & 1427 East Cherry Street and 527 South Pickwick Avenue; Planned Development 366.)

Documents:

2019-028.PDF

10. **Council Bill 2019-029. (Schilling)**

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' by annexing 9.3 acres of private property and 0.3 acres of Greene County right-of-way into the City of Springfield, Missouri, generally located at 3851 West Farm Road148/University Street, and generally referenced as Annexation A-1-19; and amending the Springfield City Code, Chapter 46, Section 46-1, 'Boundaries of wards, precincts and council zones,' by adding this property to the ward and precinct assigned by the County Clerk. (By: A&R Property Developers, LLC; 3851 W. Farm Road 148/University St.; Annexation A-1-19.)

Documents:

2019-029.PDF

11. **Council Bill 2019-030. (Schilling)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 9.3 acres of property generally

located at 3851 West Farm Road 148/University Street from County C-1, Neighborhood Commercial District, to R-MD, Medium Density Multi-Family Residential District and GR, General Retail District; and establishing Conditional Overlay District No. 166; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: A&R Property Developers, LLC; 3851 W. Farm Road 148/University St.; Z-4-2019 w/COD #166.)

Documents:

2019-030.PDF

12. **Council Bill 2019-031. (Simpson)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Cost Sharing Agreement with Springfield Public Schools for the purpose of constructing a sewer main extension and driveway modifications; and amending the budget for Fiscal Year 2018-2019 in the total amount of $57,452.40.

Documents:

2019-031.PDF

13. **Council Bill 2019-032. (Simpson)**

A special ordinance approving the plans and specifications for the Primrose Street – South Avenue to Kimbrough Avenue Project, referenced as Plan No. 2013PW0042WT; accepting the bid of Hartman & Company, Inc., in the amount of $2,381,698.00, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

2019-032.PDF

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

15. **Council Bill 2019-041. (Fisk)**

A resolution to initiate amendments to the Springfield Land Development Code to address and allow for the implementation of Amendment 2 of the Missouri Constitution, 'Medical Marijuana,' in various districts. (Planning Staff recommends approval.)

Documents:

2019-041.PDF

16. **EMERGENCY BILLS.**

17. **PUBLIC IMPROVEMENTS.**

18. **GRANTS. Citizens May Speak. May Be Voted On.**

19. **Council Bill 2019-042. (Lear)**

A special ordinance authorizing the City Manager, or his designee, to accept a grant from the Missouri Department of Health and Senior Services to support Public Health Opioid Crisis Response activities, federally funded by reimbursement from the Centers for Disease Control and Prevention; and amending the budget of the Springfield-Greene County Health Department for Fiscal Year 2018-2019 in the amount of $100,000.00.

Documents:

2019-042.PDF

20. **AMENDED BILLS.**

21. **COUNCIL BILLS FOR PUBLIC HEARING. Council Bill 2019-043 Was Advertised As A Legal Public Hearing; However, Will Be Read As A One-Reading Bill. Citizens May Speak. May Be Voted On.**

22. **Council Bill 2019-043. (Lear) Was Advertised As A Legal Public Hearing; However, Will Be Read As A One-Reading Bill. Citizens May Speak. May Be Voted On.**

    A resolution adopting the 2019 Capital Improvements Program, which identifies a schedule of public improvements for 2020 through 2024. (Planning and Zoning Commission and staff recommend approval.)

    Documents:

    2019-043.PDF

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

24. **Council Bill 2019-044. (Hosmer)**

    A general ordinance amending Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' relating to various job titles in the City of Springfield for the Springfield-Greene County 911 Emergency Communications Department, as contained in the Professional, Administrative and Technical (PAT) salary schedule, by approving six additional full-time equivalent Telecommunicator positions; and amending the Springfield-Greene County 911 Emergency Communications Department budget for Fiscal Year 2018-2019 in order to adjust the number of authorized employee Telecommunicator positions and to accept and appropriate $88,534 in 911 County Sales Tax Revenue to fund the additional positions.

    Documents:

    2019-044.PDF

25. **Council Bill 2019-045. (Prater)**

    A general ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, to make certain deletions, amendments and additions to Sections 108, 901, 320, 1008, 1010, 1013, 1031, and Appendix T of the International Fire Code; including a savings clause and a severability clause; and establishing an effective date.

    Documents:

    2019-045.PDF

26. **Council Bill 2019-046. (Hosmer)**

    A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with Brycer, LLC, for the tracking and notification of fire protection system records and required testing in structures within the City.

    Documents:

    2019-046.PDF

27. **Council Bill 2019-047. (Ollis)**

    A special ordinance authorizing the City Manager, or his designee, to enter into a revised Intergovernmental Agreement with Community College District of Central Southwest Missouri, AKA Ozarks Technical Community College, for the purpose of providing cooperative training between the Fire Department and Ozarks Technical Community College.

Documents:

2019-047.PDF

28. **Council Bill 2019-048. (Fisk)**

A special ordinance amending the budget of the Airport for Fiscal Year 2018-2019, in the amount of $800,000.00, to appropriate fund balance reserves of the Customer Facility Charge Reserve Fund.

Documents:

2019-048.PDF

29. **Council Bill 2019-049. (Ferguson)**

A special ordinance approving the plans and specifications for the Division Street and Grant Avenue Intersection Project, generally referred to as Plan No. 2017PW0087; accepting the bid of Ewing Signal Construction, LLC, in the amount of $224,814.25, for the Project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

2019-049.PDF

30. **Council Bill 2019-050. (Schilling)**

A special ordinance authorizing the City Manager, or his designee, to enter into a contract for the purchase of certain real estate generally located at 1051 West College Street, in the amount of $65,000.00.

Documents:

2019-050.PDF

31. **Council Bill 2019-051. (Simpson)**

A special ordinance approving solid waste disposal agreements with Allied Services, LLC, d/b/a Republic Services of the Ozarks, a Delaware limited liability company and Waste Corporation of Missouri, Inc., a Delaware corporation, for the delivery of a certain tonnage of solid waste to the city landfill or payment of the equivalent tipping fee of the tonnage.

Documents:

2019-051.PDF

32. **Council Bill 2019-052. (McClure)**

A general ordinance amending the Springfield City Code, Chapter 10 – 'Alcoholic Beverages,' Section 10-62. – 'Exception for general merchandise stores, restaurants, and exempt organizations,' to increase the number and expand the area for certain permitted events; amending Chapter 78 – 'Offenses and Miscellaneous Provisions,' Section 78-4. – 'Possession, sale or consumption of alcoholic beverages in public place,' to amend the title of Subsection (c); amending Chapter 106 – 'Traffic and Vehicles,' Section 106-50. – 'Use of City right-of-way during Artsfest'; and including a provision to sunset this Ordinance on December 31, 2019.

Documents:

2019-052.PDF

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

34. **NEW BUSINESS.**

35. **UNFINISHED BUSINESS.**

36. **MISCELLANEOUS.**

37. **CONSENT AGENDA – FIRST READING BILLS.**

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

39. **Council Bill 2019-053. (Ferguson)**

    A special ordinance to levy and assess a special tax against the lots, blocks, and parcels of ground hereinafter described and to establish rates to pay for the cost of the construction of sanitary sewers in Joint Sanitary Sewer District No. 78 of Section No. 18, in the general vicinity of Eldon Avenue and San Fernando Drive in Springfield and Greene County, Missouri; providing for inclusion of City properties in said district in the City Sewer Financial Assistance Program; authorizing the City Clerk to issue special tax bills and deliver the same to the Director of Finance to be registered in his office in accordance with this Ordinance; and declaring that this bill qualifies for approval in one reading.

    Documents:

    2019-053.PDF

40. **Council Bill 2019-054. (Simpson)**

    A resolution confirming the appointments of Corey Wiemann, Bob Jakubeck and the reappointment of Robert Green to the Board of Directors of the James River Commons Community Improvement District. (Staff recommends approval.)

    Documents:

    2019-054.PDF

41. **CONSENT AGENDA – SECOND READING BILLS. See Item #3.**

42. **Council Bill 2019-034. (Ferguson)**

    A special ordinance approving the conveyance of real property generally located at 2332 North Lyon Avenue to Janey Marie Young; and authorizing the Mayor to execute a Quit Claim Deed for said conveyance.

    Documents:

    2019-034.PDF

43. **Council Bill 2019-035. (Schilling)**

    A special ordinance approving the Final Development Plan of Planned Development District No. 46, on 0.46 acres generally located at the 1400 Block of West Elfindale Street. (Planning and Zoning Commission and Staff recommend approval.)

    Documents:

    2019-035.PDF

44. **Council Bill 2019-036. (Schilling)**

    A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the

Preliminary Plat of Opal Sunset Subdivision generally located at 3851 West Farm Road 148/University Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

2019-036.PDF

45. **END OF CONSENT AGENDA.**

46. **ADJOURN.**

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

All meetings are recorded.

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

February 11, 2019
Springfield, Missouri

The City Council met in regular session February 11, 2019 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. A moment of silence was observed.

Roll Call

Present: Phyllis Ferguson, Matthew Simpson, Mike Schilling, Jan Fisk, Craig Hosmer, Richard Ollis, Andrew Lear, and Ken McClure. Absent: Tom Prater.

Minutes

There being no additions, deletions, or corrections, the minutes of the January 28, 2019 City Council Meeting were approved as presented.

Consent Agenda

A request was made to remove Council Bill 2019-038, Council Bill 2019-039, and Council Bill 2019-040 from Consent Agenda One Reading Bills. Council Bill 2019-038 was added as item number 11.25 under Second Reading Bills. Council Bill 2019-039 was added as item number 11.5 under Second Reading Bills. Council Bill 2019-040 was added as item number 11.75 under Second Reading Bills. The Consent Agenda was approved as amended by the following vote:

Ayes: Ferguson, Simpson, Schilling, Fisk, Hosmer, Ollis, Lear, and McClure. Nays: None. Abstain: None. Absent: Prater.

CEREMONIAL MATTERS

City Managers Report and responses to questions raised at the previous City Council Meeting.

City Manager's Report

Jason Gage, City Manager, provided a brief update on the incident ant the City's Southwest Wastewater Treatment Plant. He noted Springfield Fire Department crews responded around 4 p.m. to an incident, and two contract workers were transported to a local hospital with what was believed to be non-life-threatening injuries following a low order explosion with flash fire. Mr. Gage added the explosion and fire caused damage to, and partial collapse of a structure called a digester. He noted the incident remained under investigation by a Springfield Fire Marshal, and digesters are used to stabilize waste solids that are removed from the wastewater during treatment. Mr. Gage continued there was no disruption of service because staff was able to isolate that portion of the treatment process.

Mr. Gage provided a uniform crime report statistic update provided by Paul Williams, Police Chief. He noted the report included the month of December 2108 and year-end wrap up for 2018, and compared to 2017 crime decreased 18 percent. Mr. Gage aged the Quarterly Public Safety Report, an educational piece that provides crime statistics on a quarterly basis, was published and provided to City Council last week. He noted compared to the last quarter of 2017, there was a 10 percent overall decrease in crime the last quarter of 2018. Mr. Gage added Chief Williams also provided City Council with a staffing update. Mayor Ken McClure stated City Council did not have a copy of the reports. Mr. Gage responded he would provide City Council with copies of the reports following his update. *Clerks note: the information referenced had been provided to City Council at the February 11, 2019 meeting.

Mr. Gage noted the Springfield Fire Department would host a graduation ceremony for Class 918 at 6 p.m., Wednesday, February 13 at the Springfield Art Museum. He added, through a grant form the Federal Emergency Management Agency, the Springfield Fire Department has 50 First Alert fire escape ladders to provide to Springfield residents living in multilevel homes

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located in City Council Zone One and Zone Two in the northwest and northeast quadrants of the City. Mr. Gage noted if a citizen is not sure which zone they live in, they can find out by contacting the Citizen Resource Center at 417-864-1010.

Mr. Gage noted week one of the Springfield Police Department's 71st Academy ended this past Friday, and there are 28 recruits.

Mr. Gage provided a brief updated on the City's sales tax revenues from the Missouri Department of Revenue. He added revenue was up eight percent compared to budget with the February 2019 sales tax check, and City Staff was pleased to see an upward trend continuing in January 2019 after a below budget December 2018. Mr. Gage noted revenues were up just over two percent compared to budget on a year-to-date basis, and on a rolling 12-month average, they were also two percent above budget. He continued, the check reflects sales processed by the State in January 2019 form transactions made primarily in December 2018. Mr. Gage noted compared to February 2017, revenues were down almost four percent compared to February 2018.

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

Bicycle docks on City right-of-way

Sponsor. Schilling, Ollis, Hosmer, and Simpson. Council Bill 2019-018. A general ordinance amending Chapter 98 of the City Code, Article VII, 'Encroachments on City Property;' and amending Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Division 5, Supplemental District Regulations,' section 36-454; for the purpose of authorizing the placement of bicycle docks on City right-of-way. (The Finance and Administration Committee recommends approval.)

Mayor Ken McClure commended the Finance and Administration Committee and Councilman Schilling for their work on the project. Mayor McClure expressed his opinion this was a positive step for the Community. Councilman Simpson noted there was a lot of interest from student groups and expressed his opinion this was important to link Center City with other areas of the City. Councilman Simpson expressed his excitement for the project to move forward.

Council Bill 2019-018. General Ordinance 6502 was approved by the following vote: Ayes: Ferguson, Simpson, Schilling, Fisk, Hosmer, Ollis, Lear, and McClure. Nays: None. Abstain: None. Absent: Prater.

Fee Schedule for City services

Sponsor. Schilling, Ollis, Hosmer, and Simpson. Council Bill 2019-019. A general ordinance amending the Fee Schedule for certain City services as provided in the Springfield City Code, by making such adjustments as provided in the attached "Evaluation of Charges for Municipal Services"; and adopting new fees for certain City services. (The Finance and Administration Committee recommends approval.)

Mayor McClure commended the Finance and Administration Committee for their work in analyzing City Fee Schedules, and noted there was a copy of the final report available. Councilman Ollis asked for clarification on progress with the computer systems and development processes. Jason Gage, City Manager, responded progress has been made through several listening sessions that included Maurice Jones, Deputy City Manager. Mr. Gage noted the software used is being monitored to locate downfalls, and that establishing a timeline and monitoring each stage of the process going forward was critical for success.

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Council Bill 2019-019. General Ordinance 6503 was approved by the following vote: Ayes: Ferguson, Simpson, Schilling, Fisk, Hosmer, Ollis, Lear, and McClure. Nays: None. Abstain: None. Absent: Prater.

Fee schedule for accident/ incident reports

Sponsor: Schilling, Ollis, Hosmer, Simpson. Council Bill 2019-020. A general ordinance amending the Fee Schedule for certain municipal services as provided in the Springfield City Code, Chapter 2 'Administration,' Article VI 'Finances,' Division 3 'Charges for Various Municipal Services,' Section 2-424, 'Police and fire department records' by amending the fees set for accident/incident reports in order to waive the incident report fee for victims of sexual assault or domestic violence. (The Finance and Administration Committee recommends approval.)

Councilman Simpson thanked Councilman Schilling for his work on the project and expressed his opinion this is an important step in removing a barrier for victims of assault and helps survivors of abuse. Councilman Simpson expressed his support of the proposed.

Council Bill 2019-020. General Ordinance 6504 was approved by the following vote: Ayes: Ferguson, Simpson, Schilling, Fisk, Hosmer, Ollis, Lear, and McClure. Nays: None. Abstain: None. Absent: Prater.

Mt. Vernon Street Bridge over Jordan Creek project

Sponsor: Prater. Council Bill 2019-021. A special ordinance approving the plans and specifications for the Mt. Vernon Street Bridge over Jordan Creek project, referenced as Plan No. 2015PW0007T; accepting the bid of Hartman & Company, Inc., in the amount of $1,456,230.00, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Councilwoman Ferguson expressed appreciation for the Public Works Department and citizens that came out in support of the project. Councilwoman Ferguson expressed her excitement and support of the proposed. Councilman Ollis asked for clarification on trail and sidewalk improvements included in the project. Dan Smith, Director of Public Works, responded the trail connection was being expanded to tie in with Mt. Vernon Street, and a pathway would be left for possible future expansion. Councilman Ollis thanked City Staff for their work on the project and expressed his opinion it is important to keep looking into the future when considering these types of projects.

Council Bill 2019-021. Special Ordinance 27147 was approved by the following vote: Ayes: Ferguson, Simpson, Schilling, Fisk, Hosmer, Ollis, Lear, and McClure. Nays: None. Abstain: None. Absent: Prater.

The following bills appeared on the agenda under Resolutions.

2204 West College Street

Sponsor: Fisk. Council Bill 2019-038. A resolution granting a new liquor license to sell liquor by the drink at retail to Dan & Nik, LLC, d/b/a Bigfoot Subs, for their location at 2204 West College Street, Springfield, Missouri.

Lori Stubbeman, Licensing Supervisor, gave a brief overview of the proposed. Ms. Stubbeman stated the proposed was for a new liquor license to sell liquor by the drink at Bigfoot Subs' new location.

An opportunity was given for citizens to express their views.

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Dannie Wright spoke in favor of the proposed. Ms. Wright stated she is the owner/operator of the business and provided clarification it is a sandwich shop and not a bar. She provided an overview of the operating hours.

With no additional speakers, the public hearing was declared closed.
Councilwoman Ferguson stated she visited Big Foot Subs, has eaten there, and was impressed by the atmosphere. Councilwoman Ferguson stated she would be voting in support of the proposed.

Council Bill 2019-038. Resolution 10427 was approved by the following vote: Ayes: Ferguson, Simpson, Schilling, Fisk, Hosmer, Ollis, Lear, and McClure. Nays: None. Abstain: None. Absent: Prater.

Electing of the Honorable John Appelquist

Sponsor: Lear. Council Bill 2019-039. A resolution electing the Honorable John Appelquist as a substitute judge of the Springfield Municipal Court for a term of four years.

Darla Morrison, Director of Human Resources, gave a brief overview of the proposed. Ms. Morrison stated per City Charter, the Municipal Court shall be presided over by a Municipal Judge elected by City Council for a term of four years. She stated Jason Gage, City Manager, nominates the Honorable John Appelquist based on a formal selection process.

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

Council Bill 2019-039. Resolution 10428 was approved by the following vote: Ayes: Ferguson, Simpson, Schilling, Fisk, Hosmer, Ollis, Lear, and McClure. Nays: None. Abstain: None. Absent: Prater.

Electing of the Honorable Matt Owen

Sponsor: Fisk. Council Bill 2019-040. A resolution electing the Honorable Matt Owen as a substitute judge of the Springfield Municipal Court for a term of four years.

Darla Morrison, Director of Human Resources, gave a brief overview of the proposed. Ms. Morrison stated the City follows the same protocol for Substitute Judges as it does for full time nominees. She stated Jason Gage, City Manager, nominates the Honorable Matt Owen for a term of four years.

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

Council Bill 2019-040. Resolution 10429 was approved by the following vote: Ayes: Ferguson, Simpson, Schilling, Fisk, Hosmer, Ollis, Lear, and McClure. Nays: None. Abstain: None. Absent: Prater.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

The following bills appeared on the agenda under Grants.

SkillUP Program and Summer

Sponsor: Hosmer. Council Bill 2019-033. A special ordinance authorizing the City Manager, or his designee, to accept a grant from the Missouri Division of Workforce Development in the amount of $305,975 in Temporary Assistance for Needy Families funds to provide increased

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Jobs League Program

services through the SkillUP Program and Summer Jobs League Program; and amending the budget for the Department of Workforce Development for Fiscal Year 2018-2019 in the amount of $305,975.

Sally Payne, Assistant Director of Workforce Development, provided a brief overview of the proposed. Ms. Payne stated the Workforce Development Department is seeking support of two programs within the proposed. She noted $196,900 dollars would be for short-term training through the SkillUP Program for individuals currently on temporary assistance programs, and to expand their current allocation of funds. Ms. Payne noted $109, 075 would be for the Summer Youth Program that has become a year-round program. She stated they hope to add up to 77 slots and increase the allowable hours worked from 240 hours to 320 hours.

Councilman Ollis asked for clarification on how many current job postings exist and if program participants become eligible for available jobs. Ms. Payne responded there are approximately 1,200 job postings in their system and with a 1.9 percent unemployment rate in the City, employers are still in need of skilled workers. She added participants are not just trained and then let go, but are followed up with to ensure success in gaining employment.

Councilman Simpson asked for clarification on the number of additional Summer Jobs Program participants that would receive assistance from the proposed. Ms. Payne responded extensive budget work was completed to determine the funds would expire in May 2019, but could be expended thru June 2019 and allow an additional 20 to 30 participants depending on the type of training needed.

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

Council Bill 2019-033. Special Ordinance 27148 was approved by the following vote: Ayes: Ferguson, Simpson, Schilling, Fisk, Hosmer, Ollis, Lear, and McClure. Nays: None. Abstain: None. Absent: Prater.

AMENDED BILLS

The following bills appeared on the agenda under Public Hearing Bills.

529 W. Division Street Re-zoning

Sponsor: Ferguson. Council Bill 2019-025. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.59 acres of property, generally located at 529 West Division Street, from R-SF, Single-Family Residential District, to a GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend denial.) (By: Springfield R-12 School District; 529 West Division Street; Z-1-2019.)

Councilwoman Ferguson moved to Remand Council Bill 2019-025 to the Planning and Zoning Commission. Ollis seconded the motion, and it was approved by the following vote: Ayes: Ferguson, Simpson, Schilling, Fisk, Hosmer, Ollis, Lear, and McClure. Nays: None. Abstain: None. Absent: Prater.

3411 S. Kansas Avenue Re-zoning

Sponsor: Ollis. Council Bill 2019-026. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 2.27 acres of property, generally located at 3411 South Kansas Avenue, from R-LD, Low Density Multi-Family District, with Conditional Overlay District No. 145, to R-LD, Low Density Multi-Family District and establishing Conditional Overlay District No. 162; and

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adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Project Collective, LLC; 3411 South Kansas Avenue; Z-30-2018 w/COD #162.)

Mary Lilly Smith, Director of Planning and Development, gave a brief overview of the proposed. Ms. Smith stated the proposed would rezone from Residential-Low Density (R-LD) with Conditional Overlay District (COD) 145 to R-LD with COD 162 and is appropriate for low-density housing in the Growth Management and Land Use Plan (GMLUP). She noted the area was rezoned to R-LD in March 2018 and the only proposed change to the March rezoning is a new site plan with 18 dwelling units per acre and no access to Kansas Avenue. Ms. Smith stated City Staff and Planning and Zoning Commission recommend approval.

An opportunity was given for citizens to express their views.

Brent Stevens spoke in favor of the proposed. Mr. Stevens stated he was with H Design Group, LLC. A representative of the developer. He noted upon further examination of the property, a 23-foot fall from one side of the property to the other was found, rendering the original site plan undesirable. Mr. Stevens stated the target market is a Senior demographic, and the new site plan provides access to amenity features without having to go outside, including garage space underneath the proposed structure, to appeal to that demographic. He noted the developer had a sink hole study completed to verify there was not a sink hole located on the property, and clarified they are not proposing a change in use for the property, only a new site plan to accompany the COD.

Councilman Schilling asked for clarification on the concern for increased traffic in the area. Mr. Stevens responded there was one access point from Walnut Lawn Street in the proposed site plan, and requirements were being met for the access point to be the appropriate distance from a nearby intersection. He added with the target Senior demographic, they do not anticipate additional traffic concerns in the area.

With no additional speakers, the public hearing was declared closed.

1630 West Republic Street rezoning

Sponsor: Hosmer. Council Bill 2019-027. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 6.99 acres of property, generally located at 1630 West Republic Street, from a R-SF, Single-family Residential District to GR, General Retail District and establishing Conditional Overlay District No. 165; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Southland Christian Church; 1630 West Republic Road; Z-3-2019 w/COD #165.)

Mary Lilly Smith, Director of Planning and Development, gave a brief overview of the proposed. Ms. Smith stated the proposed would rezone from Residential-Single Family (R-SF) to General Retail (GR) with COD 165, and is appropriate for medium or high-density housing under the Growth Management and Land Use Plan (GMLUP). She added the area is adjacent to GR zoning for commercial and office uses, and is located at the intersection of a primary arterial and collector. Ms. Smith noted the primary reason for the proposed is elimination of a buffer yard requirement on property to the west. She noted a Traffic Impact Study may be required at time of development, the subdivision must meet City standards, and City Staff and Planning and Zoning Commission recommend approval.

Mayor Ken McClure asked for clarification on the location and rezoning of parking lots surrounding the proposed. Ms. Smith responded the parking immediately adjacent to the church

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located on the property would also be rezoned as part of the proposed. Mayor Ken McClure asked for clarification on the reason for the proposed rezoning to GR. Ms. Smith responded the property owners requested the rezoning, and are considering the needs of neighboring properties for if the church is converted to a retail location in the future. Mayor Ken McClure asked for clarification on ownership of neighboring properties. Ms. Smith responded the rezoning applicant could provide that information.

Councilman Schilling asked for clarification on if the proposed was taxable property. Ms. Smith responded the rezoning request was for property owned by Southland Christian Church and is tax exempt, but if it was redeveloped for retail use it would be subject to taxes.

Mayor Ken McClure asked for clarification on the timing of the rezoning request and prospective use of the property. Ms. Smith responded City Staff processes requests that are applied for and confirmed the proposed would rezone for prospective use and based on rezoning patterns near the area, City Staff approves of GR zoning for the property.

Councilwoman Ferguson asked for clarification on the size and removal of the buffer yard requirement in the event the proposed was approved by City Council. Ms. Smith responded if the proposed were to be approved by City Council, the neighboring property would not be required to have a 30-foor buffer yard.

An opportunity was given for citizens to express their views.

Geoffrey Butler spoke in favor of the proposed. Mr. Butler stated he was with Butler Rosenbury & Partners and represented Southland Church. He noted he did not expect the need for a request to rezone the proposed after the property to the west and south were previously rezoned, but when the church outgrows the property in the future and the property is sold, a GR zoning will be necessary. Mr. Butler stated the primary reason for the request is to eliminate the need for a buffer yard on the property to the west, so the church has access to all available parking during weekend services. He added if a buffer yard is put in place, it would eliminate several parking spaces currently utilized by the church.

Councilman Simpson asked for clarification on the intention of the proposed and if rezoning is the only option for removing a buffer yard requirement. Mr. Butler responded he did not think a buffer yard could be removed without a rezoning. Ms. Smith responded historically it has been handled this way because it is less restrictive, and a COD would be a more restrictive form of a buffer yard.

Hosmer asked for clarification on the location of the buffer yard requirement and why the rezoning request was made. Mr. Butler responded if the proposed failed the Church would be penalized parking due to the buffer yard eliminating parking space the Church currently uses. Ms. Smith responded rezoning the proposed to match the zoning with the property to the west would eliminate the need for the property to the west to build a buffer yard. Councilman Hosmer asked for clarification on when the rezoning occurred on the property to the west of the proposed and if anyone objected to it. Ms. Smith responded it occurred in 2018 and there were no objections. Mr. Butler expressed his concern it was an oversight on his part to not advise the Church on buffer yard requirements when the property to the west was sold. Ms. Smith added the buffer yard requirement for a property is based on the property adjacent to that property, and a GR property would be required to establish a buffer yard to buffer a SF property from itself.

Councilman Lear asked for clarification on the status of the asphalt surface of the property where the Church parking is located. Mr. Butler responded a buffer yard requirement would cause a

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portion of the asphalt be torn up and replaced with greenspace. Councilwoman Ferguson asked for clarification on the percentage of greenspace that would be required with or without a buffer yard. Ms. Smith responded a 20 percent greenspace requirement would remain in place.

With no additional speakers, the Public Hearing was declared closed.

1403, 1405, 1409, 1411, 1415, 1423, 1425, 1427 East Cherry Street and 527 S. Pickwick Avenue.

Sponsor: Prater. Council Bill 2019-028. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.18 acres of property, generally located at 1403, 1405, 1409, 1411, 1415, 1423, 1425, and 1427 East Cherry Street and 527 South Pickwick Avenue, from a R-HD, High Density Multi-Family Residential District and LB, Limited Business District within UCD District No. 2, Areas E and F to Planned Development District No. 366; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Pickwick and Cherry, LLC; 1403, 1405, 1409, 1411, 1415, 1423,1425, & 1427 East Cherry Street and 527 South Pickwick Avenue; Planned Development 366.)

Mary Lilly Smith, Director of Planning and Development, gave a brief overview of the proposed. Ms. Smith stated the proposed rezones from Residential-High Density (R-HD) and Limited Business (LB), Urban Conservation District (UCD) Number Two, Areas E and F, to Planned Development (PD) 366, UCD Number Two, Areas E and F. She added, under the Growth Management and Land Use Plan (GMLUP), the eastern half of the proposed is appropriate for medium intensity retail office or housing, and the western half is appropriate for medium or high-density housing. Ms. Smith noted the proposed mixed-use development would consist of multi-family, offices, and retail with 16 dwelling units per acre consistent with the multi-family guidelines. She added the limited business type retail requires single uses limited to 7,500 square feet and 20,000 square feet total, and the proposed development is consistent with the Rountree Neighborhood Plan and UCD Number Two regulations. Ms. Smith noted a buffer yard requirement along the western property line, parking would be provided on and off-site with dedication of Pickwick Avenue right-of-way, garbage and delivery truck operation time limits, building materials limitations, and City Staff and Planning and Zoning Commission recommend approval.

An opportunity was given for citizens to express their views.

Dane Seiler spoke in favor of the proposed. Mr. Seiler stated he represented the owner and worked for an engineering frim sharing in the project design process. He noted the owner of the property wants to build upon the design of two existing buildings, as well as the property they acquired to the west. Mr. Seiler added several neighborhood meetings were held and support for targeting a professional, young family, or retirement housing market was expressed by residents. He noted other concerns of area residents were stormwater improvements and alleyway improvements. Mr. Seiler stated additional inlets and pipes would be installed on and offsite to improve stormwater drainage as part of the proposed project, and the alleyway would be repaved and widened, to include parking areas, as part of the proposed. He expressed his opinion the proposed was consistent with the Rountree Neighborhood Plan.

Andrew Wells spoke in favor of the proposed. Mr. Wells stated he is an architect with Dake Wells Architecture. He provided a visual presentation of the proposed Development Concept and displayed several architectural drawings in electronic format. Mr. Wells noted the conceptual drawings show how the developer wants to build upon the look and feel of existing structures in the neighborhood. He continued by highlighting drawings that show how the proposed would fit in with the surrounding community, and the greenspace that would be kept and allotted for the project.

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Councilman Schilling asked for clarification on the existing Spanish Mission style buildings and any historical value they may have. Mr. Wells responded this is a style the original developer chose several years prior and the developer is not seeking any historical tax credits for the properties. He added the developer wants to build upon the history of the existing structures.

Councilman Ollis offered congratulations to Mr. Wells and the developer and thanked them for designing the proposed. Councilman Ollis expressed his opinion the proposed is consistent with the surrounding area, and incorporates good mixed-use design outlined in the Rountree Neighborhood Plan.

Councilman Simpson offered congratulations and expressed his opinion the proposed is good for increasing walkability and biking in the area. Councilman Simpson asked for clarification on drive thru windows and walk-up windows on the property. Mr. Wells confirmed there are no drive thru windows and only one proposal for a single walk-up window.

Jeff Barber spoke in favor of the proposed. Mr. Barber stated he was the Rountree Neighborhood President from 2005-2007 and previously the proposed became a nuisance property that fell into disrepair after the owner passed away. He noted there were several interested developers over the years and the interest spiked dialogue between them and the neighborhood and helped the neighborhood revise and update the Neighborhood Plan. Mr. Barber stated there was interest from residents to preserve the Spanish Style and avoid High Density housing while pursing mixed-use designs that coincided with the future Land Use Plan and updated Rountree Neighborhood Plan. He added the height and bulk plane requirements are consistent with the future vision of the Neighborhood Plan, and expressed his opinion area residents are satisfied with the proposed parking improvements and stormwater improvements. Mr. Barber expressed appreciation the developer did not seek Blight Abatement for the proposed, and urged City Council to look at future developers seeking Blight more closely before approving projects. He stated his support of the proposed.

Laurel Bryant spoke in favor of the proposed. Ms. Bryant expressed her opinion the developer has provided a superior example of being sensitive and engaging to the neighborhood, and the mixed-use design is very desirable. She stated the proposed is consistent with the Neighborhood Plan, and area residents support the incorporation of the existing Spanish Style with the proposed design, the increased walkability the proposed could provide, and the protection of property values the proposed design could offer. Ms. Bryant stated she supports the proposed.

With no additional speakers, the public hearing was declared closed.

Council Bill 2019-029 and Council Bill 2019-030 were read simultaneously.

3851 W. Farm Road 148/ University Street annexation

Sponsor: Schilling. Council Bill 2019-029. A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' by annexing 9.3 acres of private property and 0.3 acres of Greene County right-of-way into the City of Springfield, Missouri, generally located at 3851 West Farm Road148/University Street, and generally referenced as Annexation A-1-19; and amending the Springfield City Code, Chapter 46, Section 46-1, 'Boundaries of wards, precincts and council zones,' by adding this property to the ward and precinct assigned by the County Clerk. (By: A&R Property Developers, LLC; 3851 W. Farm Road 148/University St.; Annexation A-1-19.)

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3851 W. Farm Road 148/ University Street Re-zoning

Sponsor: Schilling. Council Bill 2019-030. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 9.3 acres of property generally located at 3851 West Farm Road 148/University Street from County C-1, Neighborhood Commercial District, to R-MD, Medium Density Multi-Family Residential District and GR, General Retail District; and establishing Conditional Overlay District No. 166; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: A&R Property Developers, LLC; 3851 W. Farm Road 148/University St.; Z-4-2019 w/COD #166.)

Mary Lilly Smith, Director of Planning and Development, gave a brief overview of the proposed annexation. Ms. Smith stated the proposed was initiated by City Council on January 28, 2019 at property owner request, and includes approximately 9.3 acres of private property and 0.3 acres of Greene County right-of-way. She noted City Council considerations under the Growth Management and Land Use Plan (GMLUP) for the annexation being reasonable and necessary for the proper development of the City are met by the proposed multi-family and retail development, all City Services can be provided to the property, and enhanced governmental efficiencies through rational and simplified boundaries. Ms. Smith added the City has the ability to furnish normal services within a reasonable period of time due to Springfield Police and Fire Departments identifying no operational issues with the proposed. She stated the Urban Service Area sets geographic boundaries for provision of urban services and allows for continued growth and development by maximizing use of existing resources while minimizing costs to citizens. Ms. Smith noted the proposed is consistent with the Comprehensive Plan and Urban Service Area philosophy, all City services can be provided to the property, Police and Fire have identified no operational issues, and City Staff recommends approval.

Ms. Smith continued by providing a brief overview of the proposed re-zoning. She stated the proposed rezones from County C-1 to Residential-Medium Density (R-MD) and GR with COD 166, and is appropriate for medium or high-density housing under the GMLUP. Ms. Smith added R-MD serves as transition between commercial and lower density residential, and commercial development is appropriate near West Bypass Street and Sunshine Activity Center, and Springfield Plaza Development. She noted the COD has a maximum density of 24 dwelling units per acre, or 193 units, must be in substantial conformance with multi-family location and design guidelines and site plan, and a traffic study may be required. Ms. Smith added a sidewalk and right-of-way would be required on University Street, the proposed must be subdivided along zoning boundaries, and City Staff and Planning and Zoning Commission recommend approval. She provided a visual presentation of the proposed site plan showing the proposed placement of buildings, parking, trees, and greenspace.

Councilman Schilling asked for clarification of a memo the City received from Menards Company. Ms. Smith responded the memo was considered a notice they are a large operation with bright lights and evening hours. She expressed her opinion the proposed multi-family development could serve as a buffer for the existing single-family development. Ms. Smith noted City Staff has experience with citizens moving into other areas before considering a neighborhood's surroundings, and expressed her opinion this may be a similar situation and the reason for Menards Company sending the memo after getting notice of the rezoning.

Councilman Schilling asked for clarification on additional buffers needed between Menards and the proposed. Ms. Smith responded the trees along the north and west property lines are being retained, and she would provide City Council with an update on any additional buffer yard requirements there may be. Councilman Schilling asked for clarification on City Ordinance requirements for lighting. Ms. Smith responded the City requires lighting be directed on to that property specifically and not spill over onto surrounding properties.

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An opportunity was given for citizens to express their views.

Mary Jane DeVore spoke in opposition of the proposed. Ms. DeVore expressed concern for the lack of trees and fences surrounding her property, and stated her desire for a fence if trees are not going to be re-planted. She added she has concerns of people walking thru her yard to access the surrounding commercial properties if a fence is not present. Ms. DeVore expressed concerns for debris left behind in the vacant lot adjacent to her property, the volume of the speaker system used by Menards, and having her vehicle broken into again.

Teresa Davison spoke in favor of the applicant. Ms. Davison stated she represented Heithaus Engineering & Associates, Inc., and the company visited with area residents and representatives of Menards during the design process. She noted neighborhood residents had concerns about lighting from Menards but in general considered them a good neighbor to date. Ms. Davison added the property owner cleaned up mobile homes, septic systems, and ruble from the property and is familiar with construction due to being involved in other construction projects, including the construction of Menards. She stated the developer looked at staging down building heights to appeal to adjacent existing residents and is required to replant trees that were removed. Ms. Davison noted a fence may be required if the buffer yard is condensed and water detention basin improvements meeting City Code is required of the developer.

Councilman Lear asked for clarification on a fence being required along the north edge of the property, and if the developer was amicable to a fence. Ms. Smith responded the buffer yard does not require a fence, the buffer yard can range from 15 feet to 30 feet, and the narrower a buffer yard is, the more trees that are required to be planted. Ms. Davison added she doesn't anticipate the developer would object to the addition of a fence.

Councilman Hosmer expressed his opinion the developer adding a fence would prevent multi-family residents from migrating thru single-family residents' properties, and provide a more attractive look and feel as opposed to each neighbor putting up their own style of fencing.

Dennis Perry spoke in opposition of the proposed. Mr. Perry stated the trees along the north edge of the property line of the proposed have been torn down. Mr. Perry expressed concerns about increased traffic flow in the area, and asked City Council to consider a traffic study. He added his concern for there being a proposed distance of only 35 feet between his single-family residence and the proposed two-story structures being able to look down onto his property with no buffer. Mr. Perry expressed concern for the possibility of a fire occurring on the proposed affecting his property, and if the City or Greene County would respond to a fire incident. He expressed his opinion the proposed buildings should have fire sprinklers installed and that the City should be good neighbors to the County.

Ben Dalton spoke in opposition of the proposed. Mr. Dalton stated his property is adjacent to the proposed, and expressed his concern the proposed development does not match the surrounding neighborhoods. He expressed his opinion a single-story development immediately next to his property would be more desirable, and the number of trees and the size of the trees needed to provide an appropriate buffer between his property and the proposed is not possible in a short amount of time.

Councilman Simpson asked for clarification on what previously provided a buffer along the north edge of the property. Mr. Dalton responded when he purchased the property there was no fence along the south edge of his property, but there were more trees that provided a buffer between his property and the mobile home park, Sunshine Street, and prospective developments.

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Michael Hampton spoke in favor of the proposed. Mr. Hampton stated he represented Arkifex Studios and was available for questions from City Council. He noted buildings along the edge of the proposed, closest to existing single-family units, would be two-story instead of three-story, and the number of proposed buildings was reduced, while the amount of green space was increased as part of the design. Mr. Hampton added the developer will add and maintain trees on the property.

Councilman Simpson asked for clarification on the multi-family units having sprinkler systems installed and the prospective use for the Partial-GR property portion of the development. Mr. Hampton confirmed the units would have sprinkler systems installed, and the Partial-GR would be a 10,000 to 12,000 square-foot building, with 1,500 square-foot retail or food locations inside.

Councilman Ollis asked for clarification on increased traffic in the area and number of parking spaces in the design for the proposed. Mr. Hampton responded 250 to 300 spaces are in the design and meet City Code requirements. Councilwoman Ferguson asked for clarification on the number of bedrooms in the unit design. Mr. Hampton responded the majority of the units are designed with one to two bedrooms.

Councilman Schilling asked for clarification on the increased impervious surface and water detention engineering for the proposed. Mr. Hampton responded the water detention basin located on the northwest corner of the property will capture and detain additional water run off and meets City Code requirements.

With no additional speakers, the public hearing was declared closed.

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

Council Bill 2019-031 and Council Bill 2019-032 were read simultaneously.

Cost Sharing Agreement with Springfield Public Schools

Sponsor: Simpson. Council Bill 2019-031. A special ordinance authorizing the City Manager, or his designee, to enter into a Cost Sharing Agreement with Springfield Public Schools for the purpose of constructing a sewer main extension and driveway modifications; and amending the budget for Fiscal Year 2018-2019 in the total amount of $57,452.40.

South Avenue to Kimbrough Avenue Project

Sponsor: Simpson. Council Bill 2019-032. A special ordinance approving the plans and specifications for the Primrose Street – South Avenue to Kimbrough Avenue Project, referenced as Plan No. 2013PW0042WT; accepting the bid of Hartman & Company, Inc., in the amount of $2,381,698.00, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Andrew Flippin, Professional Engineer, provided a brief overview of the proposed Cost Share Agreement. Mr. Flippin stated the agreement includes the widening of Primrose Street from South Avenue to Kimbrough Avenue. He added the City will provide a sewer extension connecting Kickapoo High School athletic facilities to the City sewer main, and make improvements to the southern drive of Kickapoo High School. Mr. Flippin noted Springfield Public Schools will cover the cost of the extension and improvements.

Mr. Flippin provided a brief overview of the South Avenue to Kimbrough Avenue Project. Mr. Flippin stated the project was advertised in the Daily Events, notice was sent out to 170 contractors, and bids opened on January 22, 2019. He added one responsive bid was received from Hartman & Company, Inc. for $2,381,698.00. Mr. Flippin noted $447,422.10 would be reimbursed by Springfield City Utilities for gas and water work, $48,951.25 would be cost shared

with Springfield Public Schools, and the remaining $1,885,324.65 would come from ¼ cent sales tax improvement funds.

Councilman Simpson asked for clarification on this being the last portion of Primrose needing improvements. Mr. Flippin confirmed that was correct and noted the location of the proposed sewer extension and south driveway improvements. Councilman Hosmer asked for clarification on only one responsive bid being received. Mr. Flippin responded two were received, but only one had all responsive documents and could be accepted by City Staff.

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

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

NEW BUSINESS

Approved

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

UNFINISHED BUSINESS

MISCELLANEOUS

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

2332 N. Lyon Avenue

Sponsor: Ferguson. Council Bill 2019-034. A special ordinance approving the conveyance of real property generally located at 2332 North Lyon Avenue to Janey Marie Young; and authorizing the Mayor to execute a Quit Claim Deed for said conveyance.

1400 block of West Elfindale Street

Sponsor: Schilling. Council Bill 2019-035. A special ordinance approving the Final Development Plan of Planned Development District No. 46, on 0.46 acres generally located at the 1400 Block of West Elfindale Street. (Planning and Zoning Commission and Staff recommend approval.)

3851 W. Farm Road 148/ University Street Preliminary Plat

Sponsor: Schilling. Council Bill 2019-036. A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Opal Sunset Subdivision generally located at 3851 West Farm Road 148/University Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

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

Route 66 Food Truck Diner

Sponsor: Lear. Council Bill 2019-037. A resolution granting a new liquor license to sell liquor by the drink at retail, including Sunday sales, to Route 66 Food Truck Diner for their location at 1530 East Saint Louis Street, Springfield, Missouri, such license to include patios measuring 30 feet by 30 feet located on both the north side and south side of the building.

Council Bill 2019-037. Resolution 10430 was approved by the following vote: Ayes: Ferguson, Simpson, Schilling, Fisk, Hosmer, Ollis, Lear, and McClure. Nays: None. Abstain: None. Absent: Prater.

2204 W. College Street

Sponsor: Fisk. Council Bill 2019-038. A resolution granting a new liquor license to sell liquor by the drink at retail to Dan & Nik, LLC, d/b/a Bigfoot Subs, for their location at 2204 West College Street, Springfield, Missouri.

Council Bill 2019-038 was removed from Consent Agenda One Reading Bills, and added as item number 11.25 under Second Reading Bills.

Electing of the Honorable John Appelquist

Sponsor: Lear. Council Bill 2019-039. A resolution electing the Honorable John Appelquist as a substitute judge of the Springfield Municipal Court for a term of four years.

Council Bill 2019-039 was removed from Consent Agenda One Reading Bills, and added as item number 11.5 under Second Reading Bills.

Electing of the Honorable Matt Owen

Sponsor: Fisk. Council Bill 2019-040. A resolution electing the Honorable Matt Owen as a substitute judge of the Springfield Municipal Court for a term of four years.

Council Bill 2019-040 was removed from Consent Agenda One Reading Bills, and added as item number 11.75 under Second Reading Bills

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

BNSF Crossing project along Sherman Parkway

Sponsor: Prater. Council Bill 2019-022. A special ordinance authorizing the City Manager, or his designee, to enter into an Agreement with the Missouri Highways and Transportation Commission and BNSF Railway for the purpose of sharing the costs of a BNSF Crossing project generally located along Sherman Parkway

Council Bill 2019-022. Special Ordinance 27149 was approved by the following vote: Ayes: Ferguson, Simpson, Schilling, Fisk, Hosmer, Ollis, Lear, and McClure. Nays: None. Abstain: None. Absent: Prater.

END OF CONSENT AGENDA.

ADJOURN.

There being no further business, the meeting adjourned at approximately 8:18 p.m.

Prepared by
Melissa Carman

Anita J. Cotter, CMC/MRCC
City Clerk

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February 19, 2019
Springfield, Missouri

The City Council met in special session February 19, 2019 in the Councilman Denny Whayne Conference Room (Busch Building, 4th Floor). The meeting was called to order by Mayor Ken McClure.

Roll Call Present: Andrew Lear, Phyllis Ferguson, Matthew Simpson, Mike Schilling, Jan Fisk, Craig Hosmer, Richard Ollis, and Ken McClure. Absent: Tom Prater.

SECOND READING

RESOLUTIONS

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

PUBLIC HEARING

FIRST READING

NEW BUSINESS

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA FIRST READING BILLS

CONSENT AGENDA ONE READING BILLS

CONSENT AGENDA SECOND READING

END OF CONSENT AGENDA

Closed Session Councilman Hosmer moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor pursuant to Section 610.021(2), RSMo.; and to discuss hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded pursuant to Section 610.021(3) RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

Councilman Simpson seconded the motion and it was approved by the following vote: Ayes: Lear, Ferguson, Simpson, Schilling, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: Prater. Abstain: None.

Anita J. Cotter, CMC/MRCC
City Clerk

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One-rdg. _____
P. Hrngs. X
Pgs. 24
Filed: 02-05-19

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 026 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 2.27 acres of property, generally located at 3411 South Kansas Avenue, from R-LD, Low Density Multi-Family District, with Conditional Overlay District No. 145, to R-LD, Low Density Multi-Family District and establishing Conditional Overlay District No. 162; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 3411 South Kansas Avenue, and more fully described in "Exhibit B," from R-LD, Low Density Multi-Family District with Conditional Overlay District No. 145, to R-LD, Low Density Multi-Family District with Conditional Overlay District No. 162; and

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

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

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

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

Section 1 – The property described in "Exhibit B" of this Ordinance, which is attached hereto and incorporated herein by this reference, is hereby rezoned from R-LD, Low Density Multi-Family District with Conditional Overlay District No. 145, or such

zoning districts as are designated on the official zoning map adopted by City Council, to R-LD, Low Density Multi-Family District with Conditional Overlay District No. 162; that the requirements of Conditional Overlay District No. 162, which are contained in “Exhibit A,” are hereby incorporated by reference as if set out verbatim herein, and shall apply to the subject property; and the Springfield Land Development Code, Section 36-306, ‘Official zoning map and rules for interpretation,’ is hereby amended, changed and modified accordingly.

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 -026

FILED: 02-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 2.27 acres of property, generally located at 3411 South Kansas Avenue, from R-LD, Low Density Multi-Family District, with Conditional Overlay District No. 145, to R-LD, Low Density Multi-Family District and establishing Conditional Overlay District No. 162; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-30-2018 COD No. 162

The applicant is proposing to rezone from a R-LD, Low-Density Multi-Family Residential District with Conditional Overlay District No. 145 to a R-LD, Low-Density Multi-Family Residential District and to establish Conditional Overlay District No. 162. The applicant is only changing the site plan from the original request.

The proposed rezoning will facilitate the development for a multi-family apartment complex. The Conditional Overlay District will limit the density to 18 dwelling units per acre and require the development to conform to the approved site plan.

REMARKS:

The Planning and Zoning Commission held a public hearing on January 17, 2019, and recommended approval, by a vote of 6 to 0, of the proposed zoning on the tract of land described on the attached sheet (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the application be approved (see the attached "Exhibit D," Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Low-Density Housing. The Plan encourages a variety of housing types that would enable developers to compete more effectively and provide a greater housing choice for residents. Appropriate design standards as required by the Multi-Family Location and Design Guidelines can assure compatibility of different housing types and densities within existing neighborhoods. The Plan also states that "the land use plan map should not be

taken too literally but should be used in conjunction with…policies of this plan and good judgement".

2. City Council approved the rezoning to R-LD with Conditional Overlay District No. 145 on March 26, 2018. The applicant is only changing the site plan from the original request.

3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.

Submitted by:

Bob Hosmer, AICP Principal Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Conditional Overlay District Provisions
Exhibit B, Legal Description
Exhibit C, Record of Proceedings
Exhibit D, Development Review Staff Report

Attachment 1, Department Comments
Attachment 2, Neighborhood Meeting Summary
Attachment 3, Site Plan

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-30-2018 & CONDITIONAL OVERLAY DISTRICT NO. 162

The requirements of Section 36-382 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following.

1. The development shall have a maximum density of 18 dwelling units per acre for a total 40 units.

2. The development shall have no access to Kansas Avenue as shown in the attached site plan (Attachment 5).

3. The development of the subject property shall be in substantial conformance to the Multi-Family Location and Design Guidelines and the attached site plan (Attachment 5).

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-30-2018 & CONDITIONAL OVERLAY DISTRICT NO. 162

ALL THE EAST THREE (3) ACRES OF THE NORTH ONE-FOURTH (N¼) OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TEN (10), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-TWO (22), IN GREENE COUNTY, MISSOURI.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-30-2018 & CONDITIONAL OVERLAY DISTRICT NO. 162
Planning and Zoning Commission January 17, 2019

Z-30-2018 w/COD #162
3411 South Kansas Avenue
Applicant: Project Collective, LLC

Mr. Hosmer stated that this is a request to rezone approximately 2.27 acres of property generally located at 3411 South Kansas Avenue from a R-LD, Low Density Multi-Family District COD No 145 to a R-LD, Medium-Density Multi-Family Residential District and establishing Conditional Overlay District No. 162. The Comprehensive Plan identifies this as an appropriate area for Low-Density Housing. However, the subject property was rezoned to R-LD, Residential Low-Density Multi-Family District with Conditional Overlay District No. 145 on March 26, 2018. The Major Thoroughfare Plan classifies Walnut Lawn as a secondary arterial roadway and Kansas Avenue is classified as collector roadway. Both support the proposed land use. The applicant is only requesting to change the site plan. Bufferyard along R-SF property. Density same 18 du/ac. No access to Kansas Avenue as shown in the attached site plan. Staff recommends approval.

Mr. Doennig asked about the egress/ingress and the detention area on the site plan.

Mr. Estell noted that it meets the requirements for the driveway and Ms. Hawkins noted that they do not need to show underground detention on the site plan and noted that additional studies had shown no sinkholes.

Mr. Doennig opened the public hearing.

Mr. Brent Stevens, 5039 S. National Avenue, the architect, noted that based on additional studies that there are no sinkholes, and this will be senior (55+) housing and noted that they are working with the natural grade and will have garages on the lower level.

Mr. Jason Finley, 2082 Terrell Valley, Republic, one of the developers. Had a GEO tech study on the property and there are no
sinkholes.

Mr. Doennig closed the public hearing.

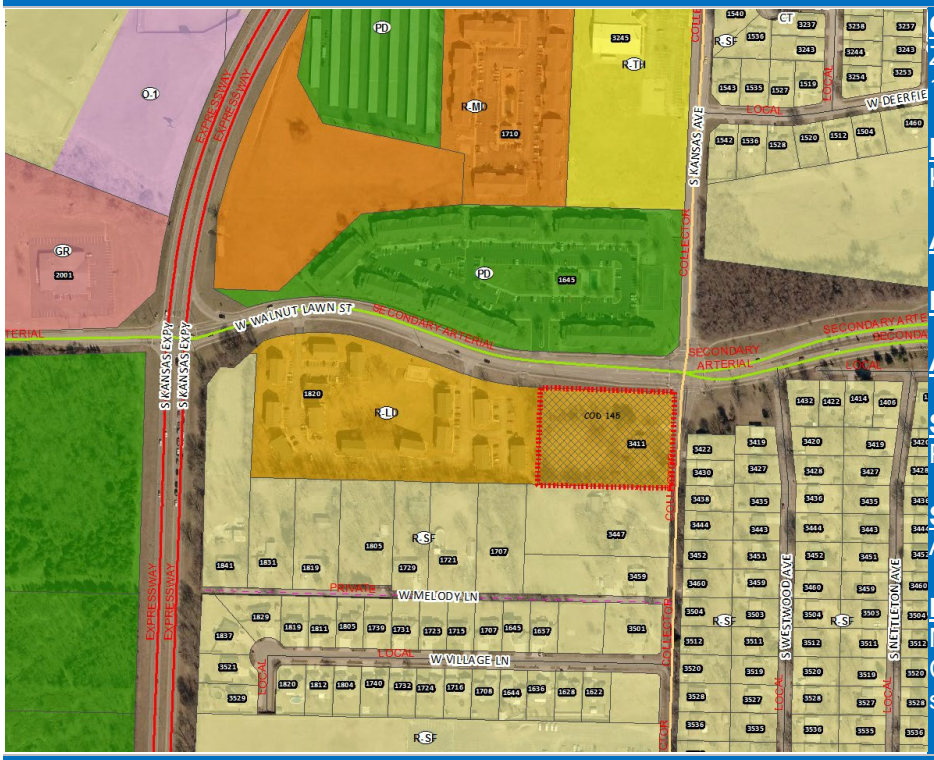
Mr. Jobe motioned to **approve** Z-30-2018 w/COD #162 (3411 South Kansas Avenue). Mr. Shuler seconded the motion. Ayes: Doennig, Broekhoven, Shuler, Rose, Ogilvy, and Jobe. Nays: None. Abstain: None. Absent: Coltrin, Cox, and Thomas.

Bob Hosmer, AICP
Principal Planner

Exhibit D

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING: JANUARY 17, 2019
CITY COUNCIL PUBLIC HEARING: FEBRUARY 11, 2019



CASE NUMBER: Z-30-2018 with Conditional Overlay No. 162

PROJECT LOCATION: 3411 South Kansas Avenue

ACRES: 2.27 acres

EXISTING LAND USE: Vacant

APPLICANT: Project Collective, LLC

STAFF: Bob Hosmer, AICP Principal Planner 864-1834

STAFF RECOMMENDATIONS: Approve

PROPOSED MOTION: Move to approve Z-30-2018 with Conditional Overlay District No. 162 as submitted.

SUMMARY OF REQUEST:

To rezone approximately 2.27 acres of property generally located at 3411 South Kansas Avenue from a R-LD, Low Density Multi-Family District COD No 145 to a R-LD, Medium-Density Multi-Family Residential District and establishing Conditional Overlay District No. 162. The applicant is only requesting to change the site plan.

FINDINGS FOR STAFF RECOMMENDATION:

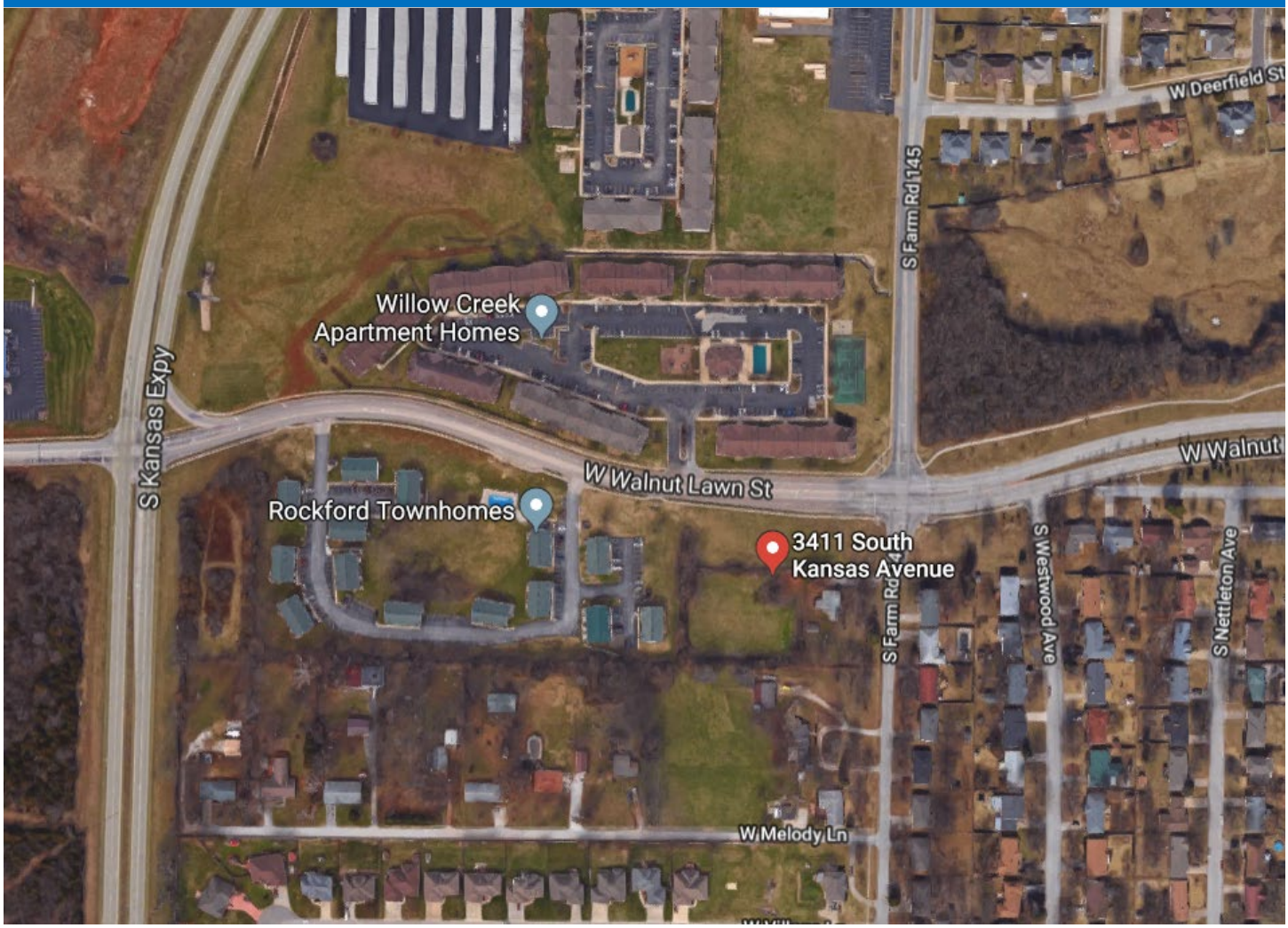
1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing. The *Plan* encourages a variety of housing types that would enable developers to compete more effectively and provide a greater housing choice for residents. Appropriate design standards as required by the Multi-Family Location and Design Guidelines can assure compatibility of different housing types and densities within existing neighborhoods. The *Plan* also states that "the land use plan map should not be taken too literally but should be used in conjunction with…policies of this plan and good judgement." The Transportation Plan classifies Walnut Lawn as a secondary arterial roadway and Kansas Avenue is classified as collector roadway. Secondary arterial and collector roadways both support the proposed land use.

2. This application meets the intent of the R-LD district which serves to accommodate multifamily developments at densities up to approximately 18 units per acre and is intended to serve as a transition between lower density and higher density residential districts. This district is intended for areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods. In response to public comments and concerns during a past rezoning, access to Kansas Avenue will be prohibited. The proposed R-LD district meets this criteria of being a transition between lower density housing to the south and east and higher density housing to the north and west of the subject property.

3. The request is consistent with the recommendations of the *Revised Multi-Family Development Location and Design Guidelines* which will limit the development to 18 dwelling units per acre and requires specific design guidelines.

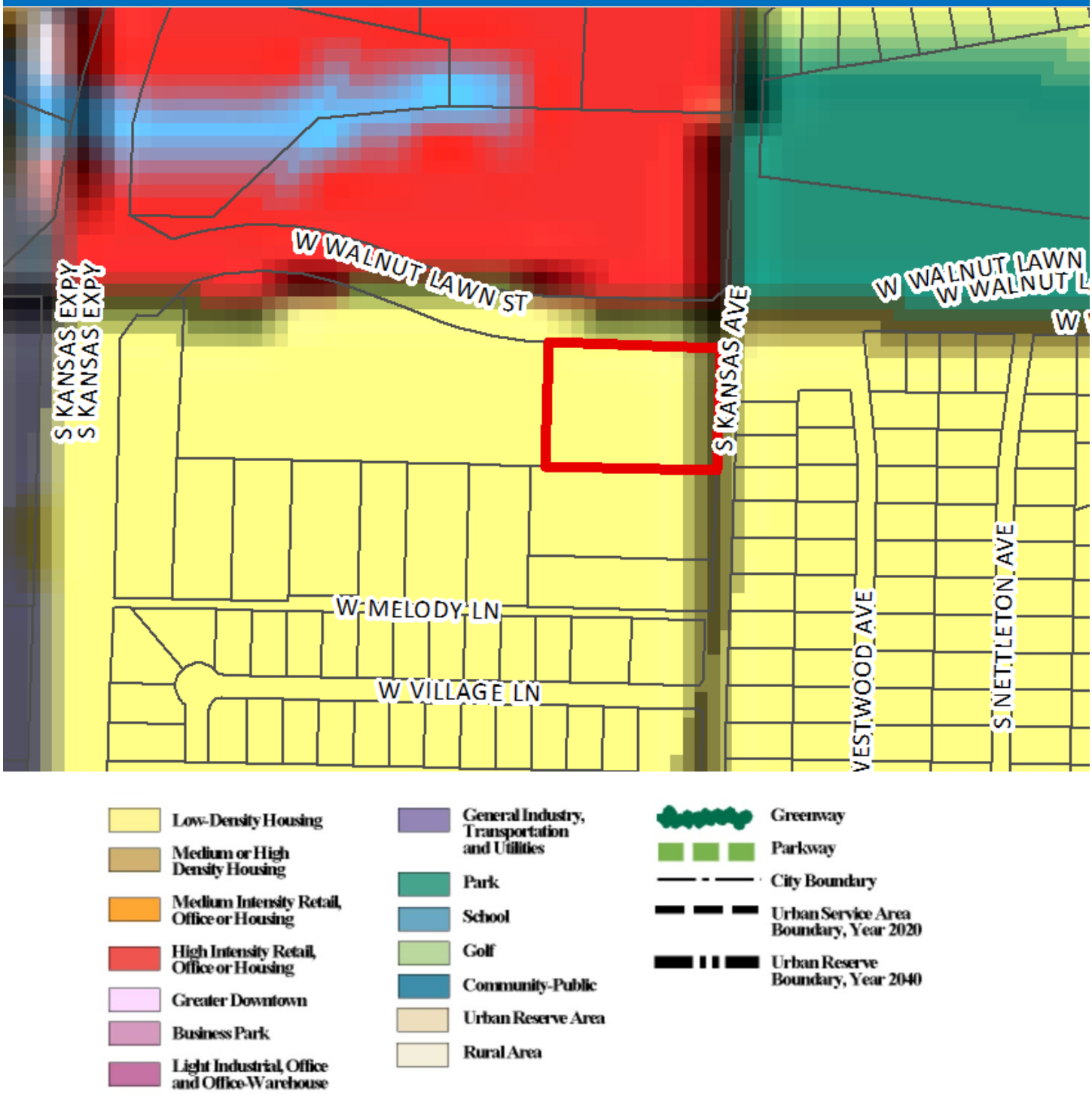
SURROUNDING ZONING AND LAND USES:				
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	PD 157	R-SF	R-SF	R-LD
LAND USE	Multi-family uses	Single-family Residence	Single-family Residence	Multi-family uses

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



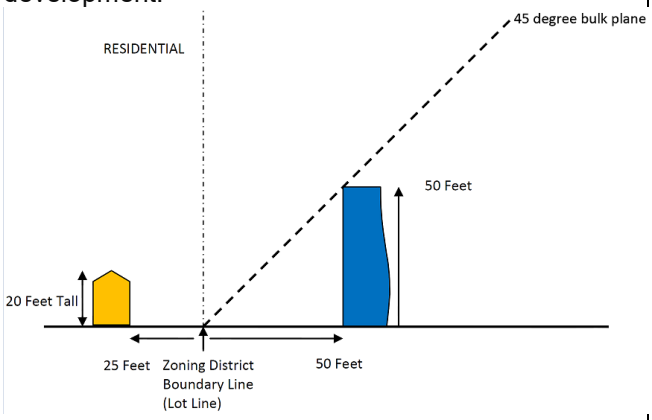
PROPERTY HISTORY:

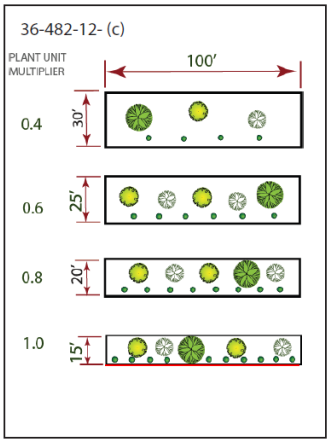
The subject property was zoned to R-SF in a community-wide rezoning to the current Zoning Ordinance regulations in March 1995 (G.O. 4494). The subject property was rezoned to R-LD, Residential Low Density Multi-Family District with Conditional Overlay District No. 145 on March 26, 2018.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-LD
Maximum Structure Height	Two (2) stories as restricted by Site Plan. Ordinance normally allows 45 feet or three (3) stories.
Minimum open space	Not less than 20 percent
Maximum impervious area	Shall not exceed 80 percent of total lot area
Building Setbacks	25 feet from Kansas Avenue

BULK PLANE	BUFFERYARD AND LANDSCAPING
45 degrees where property adjoins an R-SF district. This bulk plan would be required on the south of the development.	Type "C" bufferyard is required along south property line.





COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing. The *Plan* encourages a variety of housing types that would enable developers to compete more effectively and provide a greater housing choice for residents. Appropriate design standards as required by the Multi-Family Location and Design Guidelines can assure compatibility of different housing types and densities within existing neighborhoods. The *Plan* also states that "the land use plan map should not be taken too literally but should be used in conjunction with…policies of this plan and good judgement."

The property is located at the intersection of Walnut Lawn Street and Kansas Avenue. The Transportation Plan classifies Walnut Lawn as a secondary arterial roadway and Kansas Avenue is classified as collector roadway. Secondary arterial and collector roadways both support the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to rezone from a R-LD, Low-Density Multi-Family Residential District with Conditional Overlay No. 145 to a R-LD, Low-Density Multi-Family Residential District and establishing Conditional Overlay No. 162. The applicant is only changing the site plan from the original request. The proposed rezoning will facilitate the development for a multi-family apartment complex. The Conditional Overlay District will limit the density to 18 dwelling units per acre and require the development to conform to the approved site plan (Attachment 5). The conditional overlay district restricts the development from accessing Kansas Avenue. The development will have an access only onto Walnut Lawn.

2. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing. The *Plan* encourages a variety of housing types that would enable developers to compete more effectively and provide a greater housing choice for residents. Appropriate design standards as required by the Multi-Family Location and Design Guidelines can assure compatibility of different housing types and densities within existing neighborhoods. The *Plan* also states that "the land use plan map should not be taken too literally but should be used in conjunction with…policies of this plan and good judgement". City Council approved the rezoning to R-LD with a Conditional Overlay District No 145.

3. The R-LD District is intended to accommodate multi-family developments at densities up to approximately eighteen (18) dwelling units per acre. This density has been determined to be appropriate for this area based on an assessment completed under the *Revised Multi-Family Development Location and Design Guidelines*. That assessment indicated an appropriate density of 20 dwelling units per acre. Further analysis of the proposed development under the *Revised Multi-Family Development Location and Design Guidelines* is attached (Attachment 3). The development must be in substantial conformance to the attached site plan (Attachment 5).

4. The R-LD district is intended to accommodate multifamily developments at densities up to approximately 18 units per acre and is intended to serve as a transition between lower density and higher density residential districts. This district is intended for areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods. The property is located at the intersection of Walnut Lawn Street and Kansas Avenue. The Transportation Plan classifies Walnut Lawn as a secondary arterial roadway and Kansas Avenue is classified as collector roadway. Secondary arterial and collector roadways both support the proposed land use. The proposed R-LD district meets this criteria of being a transition between lower density housing and higher density housing which are to the north and west of the subject property.

5. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.

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

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on November 7, 2018 regarding the rezoning request. A summary of the meeting is attached (Attachment 4).

PUBLIC NOTIFICATION:

The public notice was advertised in the Daily Events 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.

Notices sent to property owners within 185 feet: Mailed: 26 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues

CITY UTILITIES COMMENTS:

CU has no objection to amending the COD.

CLEAN WATER SERVICES COMMENTS:

Development has access to public sewer.

FIRE COMMENTS:

Fire has no issues with Zoning Map Amendment.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Walnut Lawn Street as a Secondary Arterial roadway and S. Kansas Avenue as a Collector roadway. The standard right-of-way width for W. Walnut Lawn Street is 35 feet from the centerline. The standard right-of-way width for S. Kansas Avenue is 30 feet from the centerline. It appears additional right-of-way is not needed along W. Walnut Lawn Avenue. It appears approximately 14 feet of additional right-of-way is needed along S. Kansas Avenue. In addition, a 30-foot by 30-foot right-of-way sight triangle is needed at the intersection of W. Walnut Lawn Street and S. Kansas Avenue. A survey is recommended to determine the exact amount of existing right-of-way. W. Walnut Lawn Street and S. Kansas Avenue are both city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on W. Walnut Lawn Street east of S. Kansas Expressway is 10,281 vehicles per day. The most recent traffic count on S. Kansas Avenue south of W. Walnut Lawn Street is 4,312 vehicles per day. On-street parking is not allowed along W. Walnut Lawn Street or S. Kansas Avenue.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from S. Kansas Avenue that will need to be closed or moved, as it does not meet the minimum spacing requirements from the intersection of Walnut Lawn and Kansas Avenue. Any new proposed driveway approaches must meet the minimum spacing requirements (150' Approach/100' Exit). Driveway access is limit to W. Walnut Lawn Street only. Only one access is permitted onto W. Walnut Lawn Street. No access is permitted onto S. Kansas Avenue.

SIDEWALK

There is existing sidewalk along the property frontage of W. Walnut Lawn Street. The existing infrastructure meets current City Standards. There is not currently sidewalk along the property frontage of S. Kansas Avenue. Sidewalk is required to be constructed along S. Kansas Avenue to current City Standards as a part of this development/rezoning.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are a few various Greenway Trails in the area surrounding the property pertaining to this zoning. There are bus stops along W. Walnut Lawn Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily. The City of Springfield has plans to widen S. Kansas Avenue to at least a three-lane section in the future. There is not currently a timeline for when these street improvements will take place. In addition, at 3581 S. Kansas Avenue, a northbound left-turn lane is being added to S. Kansas Avenue, into the property. The City of Springfield and MODOT also have plans to make improvements to the Kansas Expressway/ Walnut Lawn intersection soon. Timeline for these improvements are still to-be-determined.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft)	Required Street ROW from Centerline (ft)
Street 1	W. Walnut Lawn Street	Secondary Arterial	No	54	35
Street 2	S. Kansas Avenue	Collector	No	16	30

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	24.48	29.92	326.4	N/A
***Proposed Trips Generated**	24.48	29.92	326.4	N/A
Additional Trips Generated	0	0	0	N/A

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

STORMWATER COMMENTS:

The property is in the Inman Creek drainage basin. The part of the property is not in a FEMA designated floodplain. Staff is aware of flooding problems in the area. Fee in lieu of on-site stormwater detention will not be allowed. Since the project will most likely be disturbing more than one (1) acre there will be a land disturbance permit required. There are no sinkholes on the proposed property.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. Water quality will be required if disturbing more than one acre.
3. Please keep in mind that more detailed stormwater calculations must be submitted before any permits can be approved.
4. Initial Geotech report shows no sinkhole where proposed driveway will be. Therefore, the driveway location is fine as shown.

Public Works Stormwater Division	Response
Drainage Basin	Inman Creek

Is property located in Floodplain	No
Is property located on a sinkhole	No
Is fee in lieu of detention allowed	No

REQUIREMENTS FOR APPROVAL:

MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINE ASSESSMENT
ZONING CASE Z-30-2018 & CONDITIONAL OVERLAY DISTRICT NO. 162

The applicant is requesting approval of multi-family apartments on 2.27 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 11 points, which would allow up to 20 dwelling units per acre. The applicant has requested a density of 18 dwelling units per acre. Below is an analysis of the four categories used to calculate the Matrix score.

A. Land Use Accessibility (1/3 points)
One point was given for land use accessibility. There is neighborhood retail mix within a ¼ mile and a supermarket located within a ½ mile.

B. Connectivity Analysis (2/5 points)
Two out of a maximum of five points were given for connectivity. The proposed development received scores for its proximity to transit routes.

C. Road Network Evaluation (2/2 points)
Two points were given for the road network evaluation.

D. Design Guidelines (6/6 points)
A maximum of six points were given for design guideline criteria. Below are the design considerations that have been incorporated into the proposed development.

1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. Pedestrian-scale lighting shall be provided within the development. Lighting sources or luminaries that have a cutoff shall not exceed a maximum of 30 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted conforming to these requirements for building permits.

2. Building Scale and Articulation - Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall be in compliance with the attached site plan and elevations.

3. Building Orientation and Interior Landscaping – All building orientations will address Kansas Avenue and Walnut Lawn Street to receive design points for this element. Landscaping and open spaces shown shall be provided with approved ground cover and/or plantings per required city ordinances and zoning requirements. Landscaping islands with plantings shall be located throughout the parking lot. A landscaping plan shall be submitted conforming to these requirements for building permits.

4. Avoidance of Blank Walls along pedestrian circulation areas - Facades that face public streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and

proportioned using at least one or more of the following features: windows, entrances, arcades, arbors, awning (over windows or doors), distributed along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan and elevations

5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system.

6. Useable Recreational Area/Facility – A minimum of 20% usable open space is required.

7. Amenities – The development will have a resident clubhouse and swimming pool.

8. Preservation of Trees –All existing trees of 6" caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the attached site plan and the city ordinance.

DENSITY: The assessment criteria resulted in a total of 11 points for a maximum density of 20 dwelling units per acre. The applicant has requested a total density of 18 dwelling units per acre.

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-30-2018 & CONDITIONAL OVERLAY DISTRICT NO. 162

The requirements of *Section 36-383* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The development shall have a maximum density of 18 dwelling units per acre for a total 40 units.

2. The development shall have no access to Kansas Avenue as shown in the attached site plan (Attachment 5).

3. The development of the subject property shall be in substantial conformance to the Multi-Family Location and Design Guidelines and the attached site plan (Attachment 5).

ATTACHMENT 2
Neighborhood Meeting Summary

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: RMD COD145 to NEW COD
   (existing zoning) (proposed zoning)
2. Meeting Date & Time: 11/7/18 4-6:30 pm
3. Meeting Location: Library Center
4. Number of invitations that were sent: 71
5. How the mailing list was generated: list from the city
6. Number of neighbors in attendance (attach a sign-in sheet): 4
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.)

   No issues

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

I, JASON Finley-Member (*print name*), attest that the neighborhood meeting was held on 11/7/18 (*month/date/year*), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Jason Finley - Member
Signature of person completing affidavit

JASON Finley - Member
Printed name of person completing affidavit

Sign In Sheet

Neighborhood meeting for 3411 S. Kansas Avenue
11/7/18

	Name	Address /Number
1	Murielle Reed	1141 W. Maplewood St.
2	CARL BOSWELL	1222 W. WESTVIEW ST
3	LINDA BOSWELL	1222 W. WESTVIEW ST 65809
4	JASON HENNE	3459 S. Kansas Ave 65802
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DEVELOPMENT REVIEW NOTICE/COMMENT CARD

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

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

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

The Land Use or Zoning Change Process:

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

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

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

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

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

DATE:	11-7-2018	**Telephone No.**	417-844-7002
YOUR NAME:	Murielle Reed		
YOUR ADDRESS:	1141 W. Maplewood St.		
PROJECT ADDRESS:	3411 S. Kansas		

COMMENTS:

The developers were informative and answered my questions According to their iput these apartments should be a nice addition to our neighborhood.

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

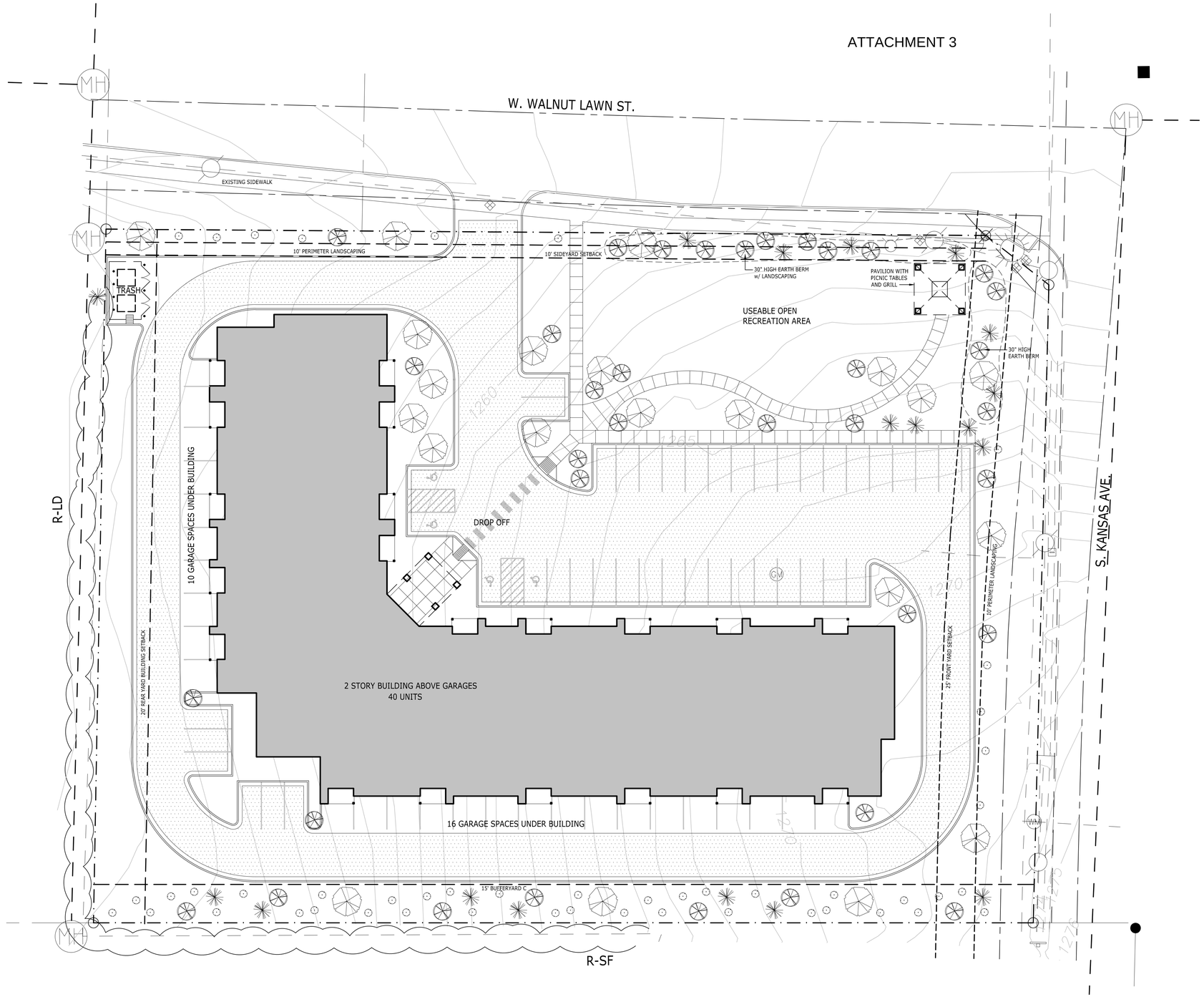
Comment Card: mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	11-7-18	**Telephone No.**	417 881-0121
YOUR NAME:	CARL BOSWELL		
YOUR ADDRESS:	1222 W. WESTVIEW ST		
PROJECT ADDRESS:			

COMMENTS:

NO GREEN

ATTACHMENT 3



1A
C1.1

OVERALL SITE PLAN

scale: 1" = 20'-0"

N

SITE LEGEND

DECIDUOUS CANOPY TREE: 1.5" MIN. CALIPER, MIN. MATURE HEIGHT OF 30'. SPECIES SHALL BE RED MAPLE OR APPROVED EQUAL. REFER TO C2.1 FOR PLANTING DETAIL.

DECIDUOUS UNDERSTORY TREE: 1" MIN. CALIPER, MATURE HEIGHT LESS THAN 30'. SPECIES SHALL BE EASTERN REDBUD OR APPROVED EQUAL. REFER TO C2.1 FOR PLANTING DETAIL.

EVERGREEN TREE: MIN. 6' HIGH WITH MIN. MATURE HEIGHT OF 20'. SPECIES SHALL BE BLUE SPRUCE OR APPROVED EQUAL.

DECIDUOUS SHRUB: 18" HIGH, MATURE HEIGHT > 3'. SPECIES SHALL BE BURNING BUSH OR APPROVED EQUAL. REFER TO C2.1 FOR PLANTING DETAIL.

3" ASPHALT OVER 6" GRAVEL BASE OVER PREPARED COMPACTED FILL.

CONCRETE SIDEWALK OR PAVEMENT AS DETAILED ON SHEET C1.2. SIDEWALKS TO HAVE CONTROL JOINTS @ 5'-0" O.C. MAX. AND EXPANSION JOINTS @ 25'-0" O.C. MAX. REFER TO 1M & 2M/C2.2.

ALL UNHATCHED AREAS INDICATES LIVING GROUND COVER (GRASS SEED & STRAW)

LANDSCAPING / SCREENING SCHEDULE

15' BUFFERYARD C: ALONG SOUTH SIDE OF SITE ALONG PROPERTY LINE. LANDSCAPING SHALL BE PROVIDED CONSISTING OF THE FOLLOWING PER 100 LINEAR FEET:
(1) CANOPY TREE
(2) UNDERSTORY TREES
(2) EVERGREEN TREES
(10) SHRUBS

PERIMETER LANDSCAPING: ALONG NORTH & WEST SIDE ADJACENT TO PARKING LOT & VEHICULAR USE AREAS. A 5 FOOT WIDE STRIP CONSISTING OF THE FOLLOWING PER 100 LINEAR FEET SHALL BE PROVIDED:
(1) CANOPY TREE
(1) UNDERSTORY TREE
(4) SHRUBS

INTERIOR LANDSCAPING: 5% PROVIDED. MIN. OF 2 UNDERSTORY AND 1 CANOPY TREE PLANTED FOR EACH 30 PARKING SPACES.

ZONING DATA

ZONING OF PROPERTY _____ R-LD WITH CONDITIONAL OVERLAY #145

LEGAL DESCRIPTION _____ LOT 13 OF YOUNG'S SUBDIVISION LYING SOUTH OF LINDA ADDITION ADN A PART OF LOT 14 YOUNG'S SUBDIVISION LYING SOUTH OF LINDA ADDITION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

AREA OF SITE _____ 2.27 ACRES

PERMITTED USE _____ MULTI-FAMILY DWELLINGS

MAX. STRUCTURE HEIGHT _____ 2 STORIES
PROPOSING 2 STORIES ABOVE WALK-OUT STYLE GARAGES.

MIN. OPEN SPACE _____ 20 PERCENT

MAX. IMPERVIOUS SURFACE _____ 80 PERCENT

MAX. DENSITY _____ 18 UNITS PER ACRE OR 40 UNITS MAX

UNIT / PARKING TABULATION

UNIT MIX		PARKING REQUIREMENTS	
1 BEDROOM UNITS	20	20 x 1.5	35 SPACES
2 BEDROOM UNITS	20	20 x 2	40 SPACES
TOTAL	40 UNITS		75 SPACES

10% BICYCLE PARKING REDUCTION ALLOWED _____ MINUS 7 SPACES

TOTAL PARKING SPACES REQUIRED _____ 68 SPACES REQUIRED

PARKING PROVIDED _____ 42 SPACES
26 GARAGE SPACES

68 SPACES PROVIDED

MULTI-FAMILY DEVELOPMENT MATRIX

PLEASE NOTE THAT THE POINTS INCLUDED IN THE INFORMATION BELOW WERE PROVIDED BY CITY STAFF FOR SECTIONS 5.4, 5.5, AND 5.6. SECTIONS 5.7 AND 5.8 ARE DEPENDANT UPON THE SITE DESIGN LAYOUT AS HEREBY PROVIDED. WE HAVE INDICATED THE ANTICIPATED POINTS THAT WOULD BE AWARDED TO COMPLY WITH THE DENSITY PROPOSED.

5.4: LAND USE ACCESSIBILITY _____ 1 POINT
AS DETERMINED BY STAFF CALCULATIONS

5.5: CONNECTIVITY ANALYSIS _____ 2 POINTS
AS DETERMINED BY STAFF CALCULATIONS

5.6: ROAD NETWORK EVALUATION _____ 2 POINTS
AS DETERMINED BY STAFF CALCULATIONS

5.7: DESIGN GUIDELINES _____ 6 POINTS

A. DESIGN TO ENCOURAGE PEDESTRIAN ACTIVITY
1. PEDESTRIAN AMENITIES _____ PROVIDED
2. BUILDING SCALE & ARTICULATION _____ PROVIDED **
3. BUILDING ORIENTATION & INT. LANDSCAPING _____ PROVIDED
4. AVOIDANCE OF BLANK WALLS _____ PROVIDED

B. PROVIDE A GOOD CIRCULATION SYSTEM
1. INTERNAL CONNECTIVITY _____ PROVIDED

C. RESPECT THE NATURAL ENVIRONMENT
1. USEABLE RECREATIONAL AREA/FACILITY _____ PROVIDED
2. AMENITIES (1 REQUIRED) _____ PROVIDED
3. PRESERVATION OF TREES _____ PROVIDED

TOTAL OF POINTS _____ 11 POINTS

11 POINTS THROUGH BASE CALCULATIONS ALLOWS 20 UNITS PER ACRE. 2.27 ACREs X 20 UNITS PER ACRE EQUALS 45 UNITS. DEVELOPMENT PLAN PROPOSES 40 UNITS.

FINAL DESIGN SHALL PROVIDE COMPLIANCE WITH THE FOLLOWING DESIGN REQUIREMENTS: **
1. STREET FACING WALLS THAT ARE GREATER THAN 50 FEET SHALL BE ARTICULATED AT LEAST EVERY 25 FEET WITH BAYS, PROJECTIONS, OR RECESSES.
2. FACADES THAT FACE STREETS / PEDESTRIAN FRONTAGE THAT ARE GREATER THAN 25 FEET IN LENGTH SHALL BE SUBDIVIDED BY PROPORTIONS USING AT LEAST ONE OF THE FOLLOWING FEATURES: WINDOW, ENTRANCES, ARCADES, ARBORS, OR AWNINGS DISTRIBUTED ALONG THE FACADE AT LEAST ONCE EVERY 25 FEET.

hdesigngroup
architecture + design
5039 S National Avenue I Springfield, MO 65810 I 417.887.6595

OWNER
PROJECT COLLECTIVE, LLC
PO BOX 457
SPRINGFIELD, MO 65738

PROJECT TEAM
CIVIL ENGINEER
LANDSCAPE ARCHITECT
STRUCTURAL ENGINEER
MEP ENGINEER
INTERIOR DESIGN

PROFESSIONAL SEAL
Brent M. Stevens, AIA - Architect
MO# A-2000151419

PRELIMINARY:
NOT FOR
CONSTRUCTION

REVISIONS

NO.	DESCRIPTION	DATE

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PROJECT TITLE
MULTI-FAMILY DEVELOPMENT

PROJECT ADDRESS:
3411 South Kansas Avenue
SPRINGFIELD, MISSOURI 65810

SKETCH PLAN SUBMITTAL

PROJECT NO.: 18-037
DRAWN BY:
REVIEWED BY: bms
DATE: 12-26-2018

SHEET
C1.1

One-rdg. _____
P. Hrngs. X
Pgs. 18
Filed: 02-05-19

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 027 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 6.99 acres of property, generally located at 1630 West Republic Street, from a R-SF, Single-family Residential District to GR, General Retail District and establishing Conditional Overlay District No. 165; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 1630 West Republic Street, and more fully described in "Exhibit B," from R-SF, Single-family Residential District to GR, General Retail District with Conditional Overlay District No. 165; and

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

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

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

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

Section 1 – The property described in "Exhibit B" of this Ordinance, which is attached hereto and incorporated herein by this reference, is hereby rezoned from a R-SF, Single-family Residential District, or such zoning districts as are designated on the official zoning map adopted by City Council, to GR, General Retail District and with

Conditional Overlay District No. 165; that the requirements of Conditional Overlay District No. 165, which are contained in “Exhibit A,” are hereby incorporated by reference as if set out verbatim herein, and shall apply to the subject property; and the Springfield Land Development Code, Section 36-306, ‘Official zoning map and rules for interpretation,’ is hereby amended, changed and modified accordingly.

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 027

FILED: 02-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 6.99 acres of property, generally located at 1630 West Republic Street, from a R-SF, Single-family Residential District to GR, General Retail District and establishing Conditional Overlay District No. 165; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-3-2019/ CONDITIONAL OVERLAY DISTRICT NO. 165

The applicant is proposing to rezone 6.99 acres of property generally located at 1630 West Republic Street from R-SF, Single-family Residential District to GR, General Retail District and establish Conditional Overlay District No. 165. The purpose of this rezoning is to eliminate the requirement to provide a bufferyard for the property to the west. This bufferyard would serve no purpose as the subject property is more appropriate being commercially zoned than the current R-SF zoning. The subject property is not suitable for single-family residential development given its location on a primary arterial and the surrounding zoning. There are no immediate plans for redevelopment. The Church intends to remain in place.

REMARKS:

The Planning and Zoning Commission held a public hearing on January 17, 2019, and recommended approval, by a vote of 6 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The purpose of this rezoning is to eliminate the requirement to provide a bufferyard for the property to the west. This bufferyard would serve no purpose as the subject property is more appropriate being commercially zoned than the current R-SF zoning. The subject property is not suitable for single-family residential development given its location on a primary arterial and the surrounding zoning.

2. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Medium or High-Density Housing land uses, however, this property is located at the corner of Republic

Street and Kansas Avenue which are classified as a primary arterial and collector respectively, in the Transportation Plan. The subject property is located adjacent to GR, General Retail zoning to the west, commercial uses to the east and O-1, Office zoning to the south.

3. The subject property is appropriate for GR zoning which is intended for uses that provide community-wide personal and business services, shopping centers and specialty shops and are recommended to be located along or at the intersection of two or more arterial or higher classification streets. The subject property is located along Republic Street, a primary arterial roadway and within a quarter (1/4) mile of the intersection of Kansas Expressway and Republic Street.

4. This request is consistent with the City's policies to promote infill development and increased intensity where investments have already been made in public services and infrastructure.

Submitted by:

Michael Sparlin

Michael Sparlin, Senior Planner

Recommended by:

Mary Lilly Smith

Mary Lilly Smith, Director

Approved by:

Jason A. Gage

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Conditional Overlay District Provisions
Exhibit B, Legal Description
Exhibit C, Record of Proceedings
Exhibit D, Development Review Staff Report

ATTACHMENTS:
Attachment 1: Department Comments
Attachment 2: Conditional Overlay District Provisions
Attachment 3: Neighborhood Meeting Summary

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-3-2019 & CONDITIONAL OVERLAY DISTRICT NO. 165

The requirements of *Section 36-421* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. A traffic impact study shall be prepared at the time of development and if the proposed development generates more than one hundred (100) trip ends than are generated by the current R-SF zoning during the highest peak hour of the generator or if more than one thousand (1,000) daily trip ends are generated. The traffic impact study, if required, must be submitted prior to the issuance of a building permit and any improvements to the public street must be designed and either built or escrowed prior to the issuance of the building permit.

2. If the property is proposed to be subdivided, the property shall be subdivided in accordance with the City of Springfield's Subdivision Regulations.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-3-2019 & CONDITIONAL OVERLAY DISTRICT NO. 165

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 22 WEST, BEING A PART OF LOT 1 OF SOUTHLAND SUBDIVISION, A SUBDIVISON IN THE CITY OF SPRINGFIELD, MISSOURI, RECORDED IN BOOK AAA PAGE 551 GREENE COUNTY RECORDERS OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID SOUTHLAND SUBDIVISION;

THENCE SOUTH 88°46'46” EAST, ALONG THE NORTH LINE OF SAID LOT 1, ALSO BEING THE SOUTH RIGHT OF WAY OF REPUBLIC ROAD, A DISTANCE OF 330.68 FEET TO THE PLATTED LOT CORNER;

THENCE SOUTH 44°07'00” EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 33.05 FEET TO THE PLATTED LOT CORNER BEING ON THE WEST RIGHT OF WAY OF KANSAS AVENUE;

THENCE SOUTH 03°59'06” EAST, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 60.84 FEET TO THE PLATTED LOT CORNER;

THENCE SOUTH 01°54'00” WEST, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 311.82 FEET;

THENCE NORTH 89°01'17” WEST, A DISTANCE OF 275.00 FEET TO A POINT ON THE WEST LINE OF CONDITIONAL OVERLAY DISTRICT 130;

THENCE NORTH 01°54'00” EAST, ALONG SAID WEST LINE AND ITS EXTENSION, A DISTANCE OF 21.23 FEET;

THENCE NORTH 55°38’59” WEST, A DISTANCE OF 101.70 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF SAID SOUTHLAND SUBDIVISION;

THENCE NORTH 01°55'10” EAST, ALONG THE EAST LINE OF SAID LOT TWO, A DISTANCE OF 320.00 FEET TO THE POINT OF BEGINNING. CONTAINING 138,169 SQUARE FEET

THIS DESCRIPTION WAS PREPARED BY CJW TRANSPORTATION CONSULTANTS, LLC; CORPORATE LAND SURVEY NUMBER 2007008003.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-3-2019 & CONDITIONAL OVERLAY DISTRICT NO. 165
Planning and Zoning Commission January 17, 2019

Z-3-2019 w/COD #165
1630 West Republic Road
Applicant: Southland Christian Church

Request to rezone approximately 6.99 acres of property generally located at 1630 West Republic Street from R-SF, Single-family
Residential to GR, General Retail and establish Conditional Overlay District No. 165. Comprehensive Plan identifies the property as appropriate for Medium or High-Density Housing land uses. The Major Thoroughfare Plan classifies Republic Street as a primary arterial and Kansas Avenue as a collector. The subject property is located adjacent to GR, General Retail zoning to the west, commercial uses to the east and O-1, Office zoning to the south. R-SF, Single Family is not appropriate zoning district at this location. This rezoning would eliminate the requirement of a bufferyard on the property to the west. Churches are allowed in the GR District. The Conditional Overlay District will require a traffic impact study at the time of development. Improvements maybe required. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Geoff Butler, 319 N. Main, representing the applicant. Last year the property to the south and west was rezoned, and the church uses the property to the west for parking. The issue is the bufferyard requirement next to the parking area and the church does not want to lose any shared parking. At the present, the church has no plans to relocate and needs the entire parking area.

Mr. Doennig closed the public hearing.

Mr. Jobe motioned to **approve** Z-3-2019 w/COD #165 (1630 West Republic Road). Mr. Rose seconded the motion. Ayes: Jobe. Nays: Doennig, Broekhoven, Shuler, Rose, and Ogilvy. Abstain: None. Absent: Coltrin, Cox, and Thomas.

Bob Hosmer, AICP
Principal Planner

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING: JANUARY 17, 2019

CITY COUNCIL PUBLIC HEARING: FEBRUARY 11, 2019

CASE NUMBER:
Z-3-2019 w/ Conditional Overlay District No. 165

PROJECT LOCATION: 1630 West Republic Street

ACRES: 6.99 acres

EXISTING LAND USE: Church

APPLICANT: Southland Christian Church

STAFF:
Michael Sparlin, Senior Planner
417-864-1091

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve Z-3-2019 w/ COD No. 165 as submitted.

SUMMARY OF REQUEST:

To rezone approximately 6.99 acres of property generally located at 1630 West Republic Street from R-SF, Single-family Residential to GR, General Retail and establish Conditional Overlay District No. 165.

FINDINGS FOR STAFF RECOMMENDATION:

1. The purpose of this rezoning is to eliminate the requirement to provide a bufferyard for the property to the west. This bufferyard would serve no purpose as the subject property is more appropriate for commercial zoning than the current R-SF zoning. The subject property is not suitable for single-family residential development given its location on a primary arterial and the surrounding zoning.

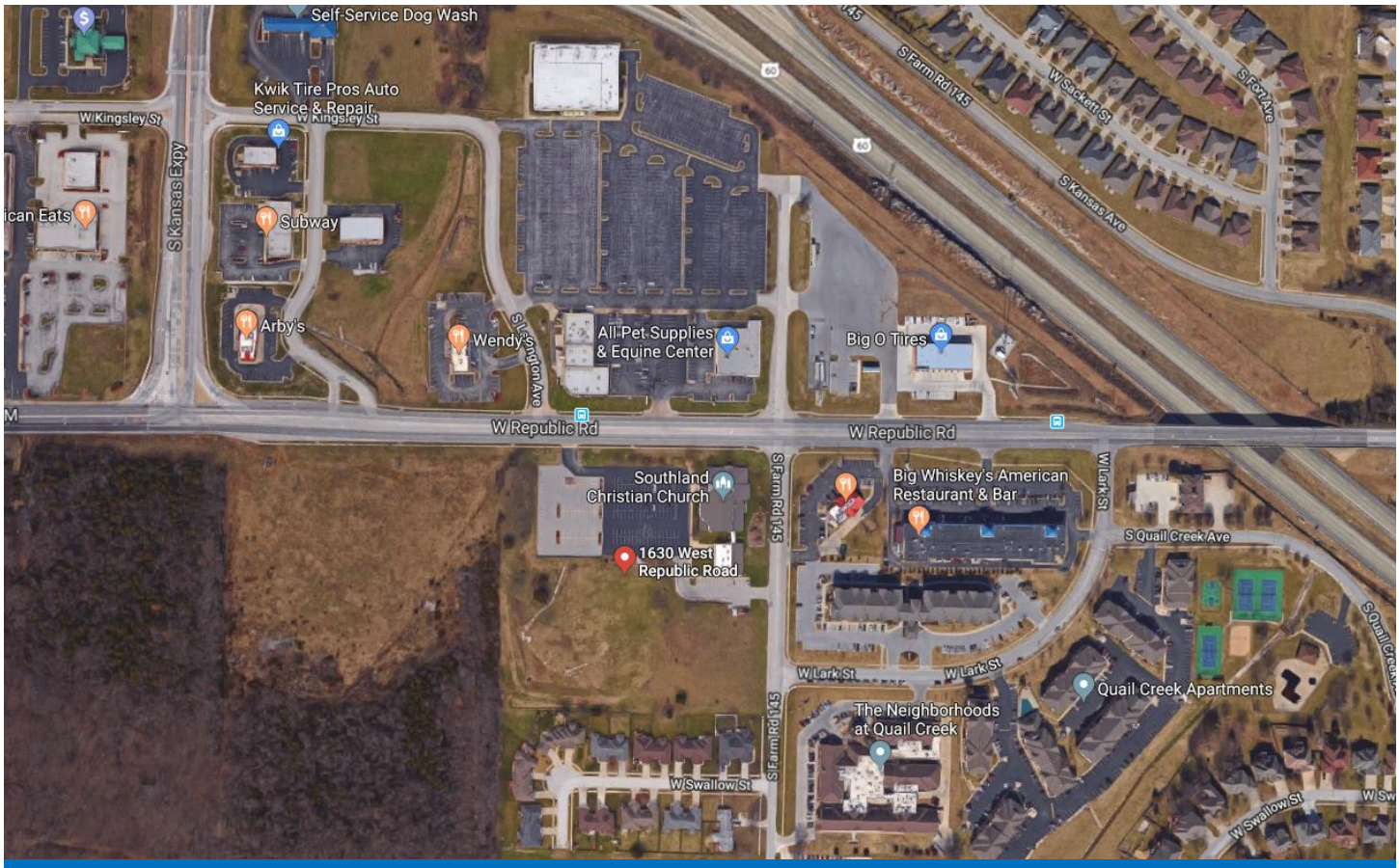
2. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Medium or High-Density Housing land uses, however, this property is located at the corner of Republic Street and Kansas Avenue which are classified as a primary arterial and collector respectively, in the Transportation Plan. The subject property is located adjacent to GR, General Retail zoning to the west, commercial uses to the east and O-1, Office zoning to the south.

3. The subject property is appropriate for GR zoning which is intended for uses that provide community-wide personal and business services, shopping centers and specialty shops and are recommended to be located along or at the intersection of two or more arterial or higher classification streets. The subject property is located along Republic Street, a primary arterial roadway and within a quarter (1/4) mile of the intersection of Kansas Expressway and Republic Street.

4. This request is consistent with the City's policies to promote infill development and increased intensity where investments have already been made in public services and infrastructure.

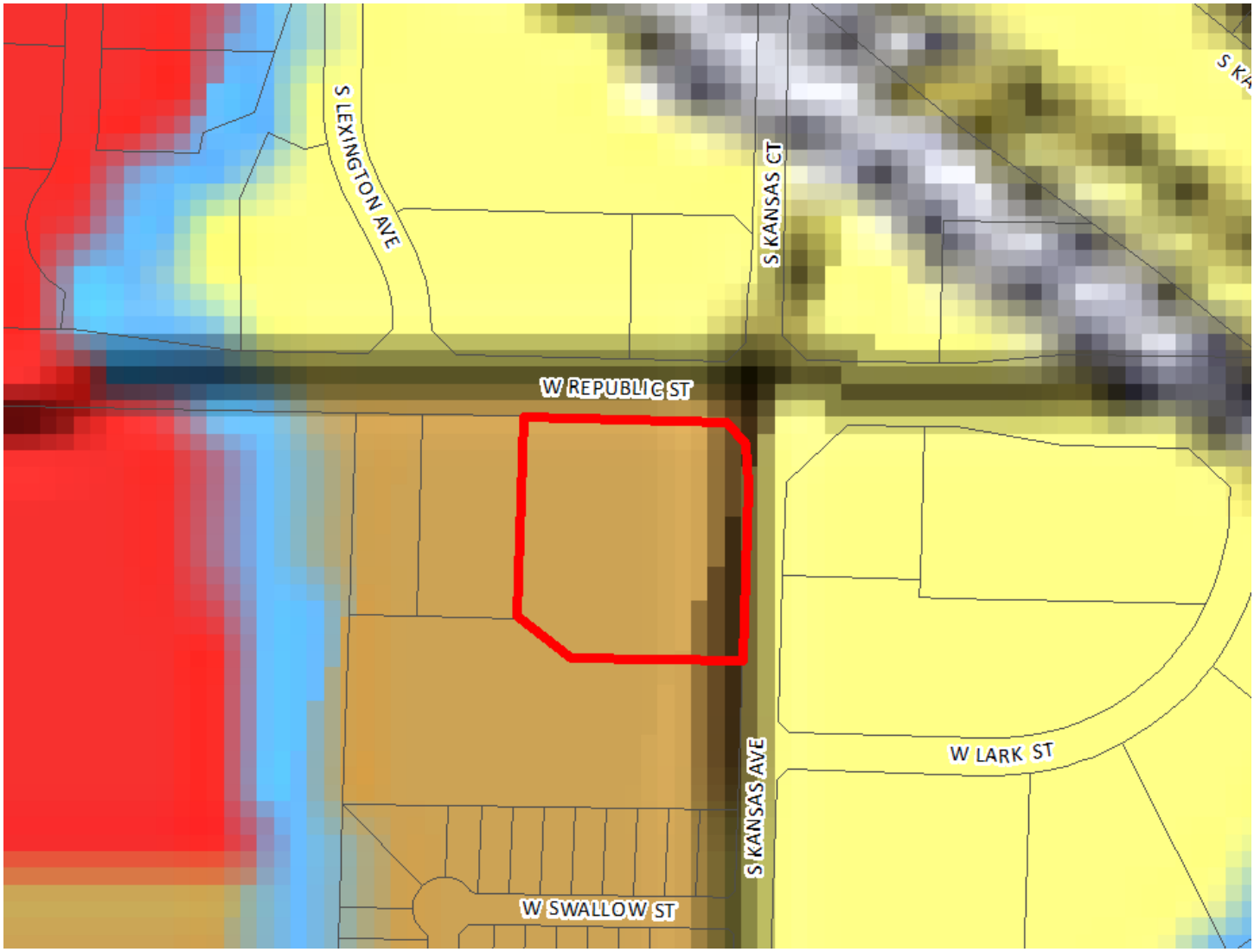
SURROUNDING ZONING AND LAND USES:				
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	GR	O-1 COD 130	PD 88 Amendment 3	GR COD 129
LAND USE	Retail/Commercial uses	Undeveloped land	Restaurant & multi-family apartments	Parking lot, undeveloped land

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

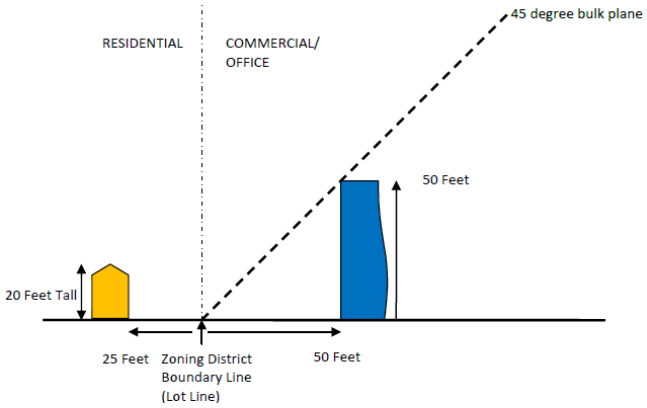
PROPERTY HISTORY:

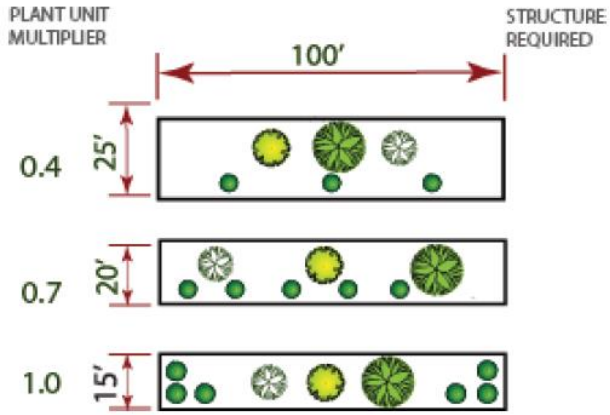
The subject property was originally zoned R-SF, Single-family Residential in 1995 during the citywide re-mapping.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GR
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
Maximum impervious area	Shall not exceed 80 percent of total lot area

BULK PLANE	BUFFERYARD AND LANDSCAPING
30-degree bulk plane is required adjacent to R-SF zoning.	A bufferyard type B[2] is required along the south property line adjacent to O-1. A bufferyard type F required along the southwest corner of property line adjacent to R-SF zoning.





COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Medium or High-Density Housing land uses. However, this property is located at the corner of Republic Street, a primary arterial, and Kansas Avenue which is classified as a collector roadway in the *Transportation Plan*. The subject property is also located adjacent to GR, General Retail zoning to the west, PD, Planned Development zoning (commercial uses) to the east and O-1, Office zoning to the south.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 6.99 acres of property generally located at 1630 West Republic Street from R-SF, Single-family Residential to GR, General Retail and establish Conditional Overlay District No. 165. The purpose of this rezoning is to eliminate the requirement to provide a bufferyard for the property to the west. This bufferyard would serve no purpose as the subject property is more appropriate for commercial zoning than the current R-SF zoning. The subject property is not suitable for single-family residential development given its location on a primary arterial and the surrounding zoning. There are no immediate plans for redevelopment. The Church intends to remain in place.

2. The GR district is intended for uses that provide community-wide personal and business services, shopping centers and specialty shops. Commercial uses permitted in this district are generally required to conduct

business activities indoors. The need for community-wide accessibility dictates that this district be located along or at the intersection of two or more arterial or higher classification streets. The subject property is located along Republic Street, a primary arterial roadway and within a quarter (1/4) mile of the intersection of Kansas Expressway and Republic Street.

3. The Conditional Overlay District will require a traffic impact study at the time of development and if the proposed development generates more than one hundred (100) trip ends than are generated by the current R-SF zoning during the highest peak hour of the generator or if more than one thousand (1,000) daily trip ends are generated.

4. This request is consistent with the City's policies to promote infill development and increased intensity where investments have already been made in public services and infrastructure.

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

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on December 26, 2018 regarding the rezoning request. A summary of the meeting is attached (Attachment 3)

PUBLIC NOTIFICATION:

The public notice was advertised in the Daily Events 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.

Notices sent to property owners within 185 feet: Mailed: 10 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No objection to rezoning.

CITY UTILITIES COMMENTS:

No objection to rezoning.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning. Public sewer is available for this tract.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Republic Street as a Primary Arterial roadway and S. Kansas Avenue as a Collector roadway. The standard right-of-way width for W. Republic Street and S. Kansas Avenue is 50 feet from the centerline and 30 feet from the centerline, respectively. It appears additional right-of-way is not needed along either street. A survey is recommended to determine the exact amount of existing right-of-way. W. Republic Street and S. Kansas Avenue are both City-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on W. Republic Street east of S. Kansas Expressway is 20,677 vehicles per day. There are no recent traffic counts for this section of S. Kansas Avenue. On-street parking is not allowed along either street.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from S. Kansas Avenue and one driveway access point onto the property from W. Republic Street. A cross-access easement is required to extend from the adjacent properties to the west through the property pertaining to this rezoning, so that access is available to both streets from each site. Any new/modified driveway approaches must meet minimum spacing requirements from each other and nearby intersections.

SIDEWALK

There is existing sidewalk along the property frontage of W. Republic Street. The existing infrastructure meets current City Standards. There is not currently sidewalk along the property frontage of S. Kansas Avenue. Sidewalk is required to be constructed along S. Kansas Avenue to current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area pertaining to this rezoning. There are bus stops along W. Republic Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

As can be seen in Table 1 below, the proposed change in zoning creates an increase in trip generation of more than 1,000 trips daily and more than 100 trips in the PM peak hour. Therefore, a Traffic Impact Study (TIS) is required as a part of the rezoning of this property. This TIS may be deferred until the time of (re)development of the site provided a Conditional Overlay District is associated with the rezoning that spells out the requirements of the TIS. This particular property will be

required to submit a TIS if/when the site ever redevelops as anything other than a church, and the proposed increase in trip generation exceeds those thresholds spelled out in Chapter 9 of the Public Works Design Guide. The City of Springfield currently has planned the final phase of improvements to the Republic Street Corridor, where it intersects with Campbell Avenue. Greene County has plans to extend Kansas Expressway south of its current terminus at Republic Street.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	W. Republic Street	Primary Arterial	No	50	50
Street 2	S. Kansas Avenue	Collector	No	30	30

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	29	36.25	348	N/A
***Proposed Trips Generated**	116	485.75	5220	N/A
Additional Trips Generated	87	449.5	4872	N/A

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

STORMWATER COMMENTS:

The property is in the Ward Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. A fee in lieu of stormwater detention is not applicable as detention and water quality is already provided on site. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. Concentrated points of discharge from these improvements will be required to drain into a certified natural surface-water channel, public right-of-way, or a drainage easement.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
4. Detention and water quality were built as part of PRJ2011-00270. It was developed for 4.17 acres of impervious. If any new project stays within those parameters, then additional modifications to the existing detention will not be required.

Public Works Stormwater Division	Response
Drainage Basin	Ward Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is stormwater buyout an option?	N/A

FIRE DEPARTMENT COMMENTS:

No objections to rezoning.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-3-2019 & CONDITIONAL OVERLAY DISTRICT NO. 165

The requirements of *Section 36-421* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. A traffic impact study shall be prepared at the time of development and if the proposed development generates more than one hundred (100) trip ends than are generated by the current R-SF zoning during the highest peak hour of the generator or if more than one thousand (1,000) daily trip ends are generated. The traffic impact study, if required, must be submitted prior to the issuance of a building permit and any improvements to the public street must be designed and either built or escrowed prior to the issuance of the building permit.

2. If the property is proposed to be subdivided, the property shall be subdivided in accordance with the City of Springfield's Subdivision Regulations.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-SF *(existing zoning)* to GR *(proposed zoning)*
2. Meeting Date & Time: Wednesday December 26, 2018 4 PM - 6:30 PM
3. Meeting Location: Southland Church 1630 West Republic Road
4. Number of invitations that were sent: fifty three
5. How the mailing list was generated: by the City
6. Number of neighbors in attendance (attach a sign-in sheet): none
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.)

   no comments

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

   not applicable

I, Geoffrey Butler *(print name)*, attest that the neighborhood meeting was held on 12/26/2018 *(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."

Signature of person completing affidavit

Geoffrey H Butler AIA

Printed name of person completing affidavit

One-rdg. _____
P. Hrngs. X
Pgs. 39
Filed: 02-05-19

Sponsored by: Prater

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 028 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.18 acres of property, generally located at 1403, 1405, 1409, 1411, 1415, 1423, 1425, and 1427 East Cherry Street and 527 South Pickwick Avenue, from a R-HD, High Density Multi-Family Residential District and LB, Limited Business District within UCD District No. 2, Areas E and F to Planned Development District No. 366; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

_____

WHEREAS, an application has been filed for a zoning change of the property generally located at 1403, 1405, 1409, 1411, 1415, 1423, 1425, and 1427 East Cherry Street and 527 South Pickwick Avenue, and more fully described in "Exhibit A," from a R-HD, High Density Multi-Family Residential District and LB, Limited Business District within UCD No. 2, Areas E and F to Planned Development District No. 366; and

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

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

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

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

Section 1 – The property described in "Exhibit A" of this Ordinance, which is attached hereto and incorporated herein by this reference, is hereby rezoned from a R-

HD, High Density Multi-Family Residential District and LB, Limited Business District within UCD No. 2, Areas E and F, or such zoning districts as are designated on the official zoning map adopted by City Council, to Planned Development District No. 366; and the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed and modified accordingly.

Section 2 – The property described in "Exhibit A" of this Ordinance shall be subject to the requirements and standards described in "Exhibit C – Exhibit 1", which is attached hereto and incorporated by reference, and these requirements, standards and design shall govern and control the use and development of the land in Planned Development District No. 366.

Section 3 – City Council hereby directs the City Manager, or his designee, to update the City's digital zoning map to reflect this rezoning, and City Council adopts the map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in the Springfield Land Development Code, Section 36-306, 'Official zoning maps and rules of interpretation.'

Section 4 – The Official Zoning Map herein adopted shall be maintained and archived in the same digital form in which this Council has approved its adoption.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 –028

FILED: 02-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.18 acres of property, generally located at 1403, 1405, 1409, 1411, 1415, 1423, 1425, and 1427 East Cherry Street and 527 South Pickwick Avenue, from a R-HD, High Density Multi-Family Residential District and LB, Limited Business District within UCD No. 2, Areas E and F to Planned Development No. 366; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

PLANNED DEVELOPMENT DISTRICT NO. 366

BACKGROUND INFORMATION:

The applicant is proposing to rezone 1.18 acres generally located at 1403, 1405, 1409, 1411, 1415, 1423, 1425, and 1427 East Cherry Street and 527 South Pickwick Avenue from a R-HD, High Density Multi-Family Residential District and LB, Limited Business District within UCD No 2, Areas E and F to Planned Development No. 366 for a mixed-use development.

FINDINGS FOR STAFF RECOMMENDATION:

1. The request is consistent with the *Growth Management and Land Use Plan* element of the City's Comprehensive Plan which identifies this property as an appropriate area for Medium-Intensity Retail, Office or Housing on the eastern half and Medium or High-Density Housing on the western half. The requested Planned Development No. 366 is consistent with the *Plan's* recommendation to generally increase the compactness of urban development and housing which may be combined in the same building or closely integrated on the same site with retail or office space.

2. The request for a mixed-use development is consistent with the current Rountree Urban Conservation District No 2 Area E and F requirements and the approved recommendations of the Rountree Neighborhood Plan.

3. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

RECOMMENDATIONS:

The Planning and Zoning Commission held a public hearing on, January 17, 2019, and recommended approval, by a vote of 5 to 0, (one recusal) of the proposed zoning on the

tracts of land described on the attached sheet (see the attached “Exhibit B” Record of Proceedings).

REMARKS:

The Planning and Development staff recommends the application be approved (see the attached “Exhibit C” Development Review Staff Report).

Submitted by:

Bob Hosmer, AICP
Principal Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description
Exhibit B, Record of Proceedings
Exhibit C, Development Review Staff Report

Attachment 1, Department Comments
Attachment 2, Multi-Family Development Location and Design Guideline Assessment
Attachment 3, Neighborhood Meeting Summary

PLANNED DEVELOPMENT 366 EXHIBITS:

Exhibit 1, Requirements and Standards Applicable to Planned Development District No. 366
Exhibit 2, Preliminary Development Site Plan

EXHIBIT A

LEGAL DESCRIPTION
PLANNED DEVELOPMENT 366

All of the East 10 feet of Lot Twelve (12), all of Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), and all of Lot Seventeen (17), in Block Two (2) in Chamberlain's Addition to the City of Springfield, Greene County, Missouri, according to the recorded plat.

EXHIBIT B

RECORD OF PROCEEDINGS
PLANNED DEVELOPMENT 366
Planning and Zoning Commission January 17, 2019

Planned Development 366
1403, 1405, 1409, 1411, 1415, 1425, & 1427 East Cherry Street and 527 South Pickwick Avenue
Applicant: Pickwick and Cherry, LLC

Natalie Broekhoven recused herself.

Mr. Hosmer stated that this is a request to rezone approximately 1.18 acres generally located at 1403, 1405, 1409, 1411, 1415, 1423, 1425 & 1427 East Cherry Street and 527 South Pickwick Avenue from a RH-D & LB within UCD No 2, Area E & F to Planned Development No. 366 within UCD No 2, Area E & F.

The Comprehensive Plan identifies this area for Medium-Intensity Retail, Office or Housing on the eastern half and Medium or High-Density Housing on the western half. The request is consistent with the recommendations of the current Urban Conservation District No 2 regulations and the recently adopted Rountree Neighborhood Plan. The Major Thoroughfare Plan classifies Cherry as a secondary arterial and Pickwick as a local roadway. The applicant is proposing a Planned Development with the intent of developing a mixed-use development (multi-family residential, offices and retail uses). The applicant is requesting a maximum residential density of 16 dwelling units per acre which the Multi-Family Guidelines supports. The permitted uses are like the LB, Limited Business District with no single use 7,500 sf; for a total of not more than 20,000 (No outside uses). A required Bufferyard Type B along western property line/ R-HD. Sidewalks and bicycle parking provided. Parking on and off-site, with dedication of right of way along Pickwick Avenue. Limited times garbage and delivery trucks shall not occur between 10:00pm to 7:00am. Materials not allowed vinyl siding, vinyl windows, metal wall panels with exposed fasteners, galvanized metal wall panels, plastic wall cladding, corrugated metal panels, thin stone veneer (commonly referred to as “lick and stick stone”, manufactured panelized stone veneer, faux stone, or faux masonry). Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Dane Seiler, 5051 S. National, representing the applicant. The property has been cleaned up and we will be utilizing the other building to the east. We received positive feedback in the neighborhood on the Spanish Mission building type and this will not be student housing, but for multi-family and offices/retail use.

Mr. Andrew Wells, 2338 E. Berkeley Street, representing the applicant, showed concepts to fit into the neighborhood and commented on the original Spanish Mission

style.

Ms. Laurel Bryant, 1014 S. Weller Avenue, on the Neighborhood Plan steering committee, president of the Rountree Neighborhood. Stated that the developers engaged the neighborhood and they like the pedestrian, walkability, and greenspace.

Mr. Paden Chambers, 1643 E. Lombard Street, on the Rountree Neighborhood and Landmarks Board. Stated that this development is appropriate for the historic perspective and would like this to be approved.

Mr. Jeff Barber, 746 S. Weller, stated that this is an important project and noted that the developers were in dialogue with the neighborhood at the beginning and stormwater concerns were addressed. Noted the need for public improvements to the alleyway.

Mr. Mike Brothers, 1016 S. Pickwick, on the Rountree Neighborhood, noting that the project complies with the neighborhood plan and that the neighborhood is excited and has been in contact the developer.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Mr. Jobe motioned to **approve** Planned Development 366 (1403, 1405, 1409, 1411, 1415, 1425, & 1427 East Cherry Street and 527 South Pickwick Avenue). Ms. Ogilvy seconded the motion. Ayes: Doennig, Shuler, Rose, Ogilvy, and Jobe. Nays: None. Abstain: None. Absent: Coltrin, Cox, and Thomas. Natalie Broekhoven recused herself.

Bob Hosmer, AICP
Principal Planner

Exhibit C

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	*JANUARY 17, 2019*
CITY COUNCIL PUBLIC HEARING:	*FEBRUARY 11, 2019*

CASE NUMBER:
Planned Development No. 366

LOCATION: 1403, 1405, 1409, 1411, 1415, 1423, 1425 & 1427 East Cherry Street and 527 South Pickwick Avenue

ACRES: 1.18 acres

EXISTING LAND USE:
Vacant land and existing structures

APPLICANT: Pickwick and Cherry, LLC

STAFF: Bob Hosmer, AICP
Principal Planner 864-1834

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve rezoning the subject property to Planned Development No. 366

SUMMARY OF REQUEST:

Request to rezone approximately 1.18 acres generally located at 1403, 1405, 1409, 1411, 1415, 1423, 1425 & 1427 East Cherry Street and 527 South Pickwick Avenue from a RH-D & LB within UCD No 2, Areas E & F to Planned Development No. 366 for a mixed-use development.

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies this property as an appropriate area for Medium-Intensity Retail, Office or Housing on the eastern half and Medium or High-Density Housing on the western half. The requested Planned Development No. 366 is consistent with the *Plan's* recommendation to generally increase the compactness of urban development and housing which may be combined in the same building or closely integrated on the same site with retail or office space. The *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers.

2. The request for a mixed-use development is consistent with the of the current Rountree Urban Conservation District No 2 Area E & F requirements and the approved recommendations of the Rountree Neighborhood Plan.

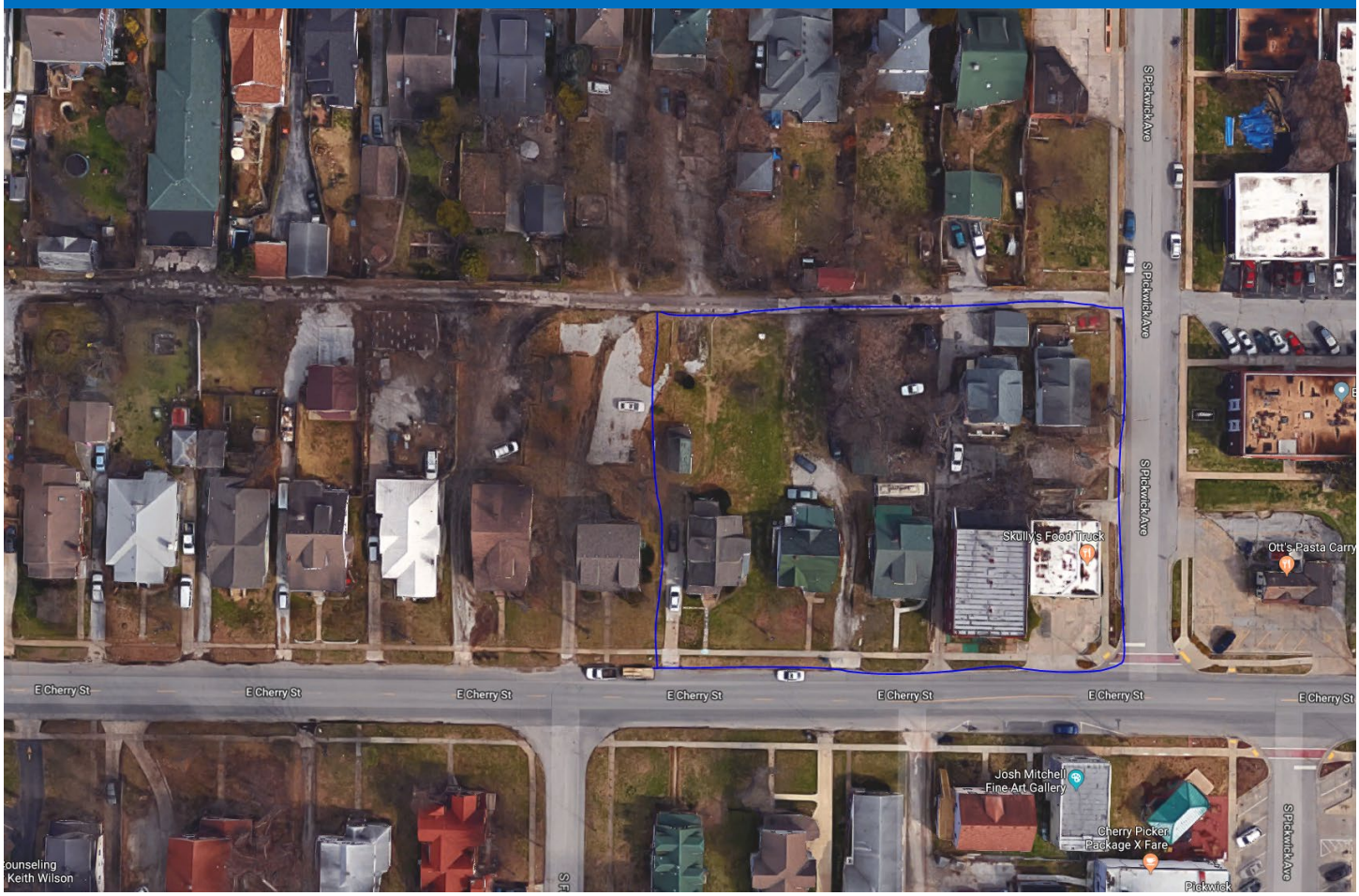
3. The request is consistent with the recommendations of the Revised Multi-Family Development Location and Design Guidelines which will limit the development to 16 dwelling units per acre and requires specific design guidelines.

4. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:

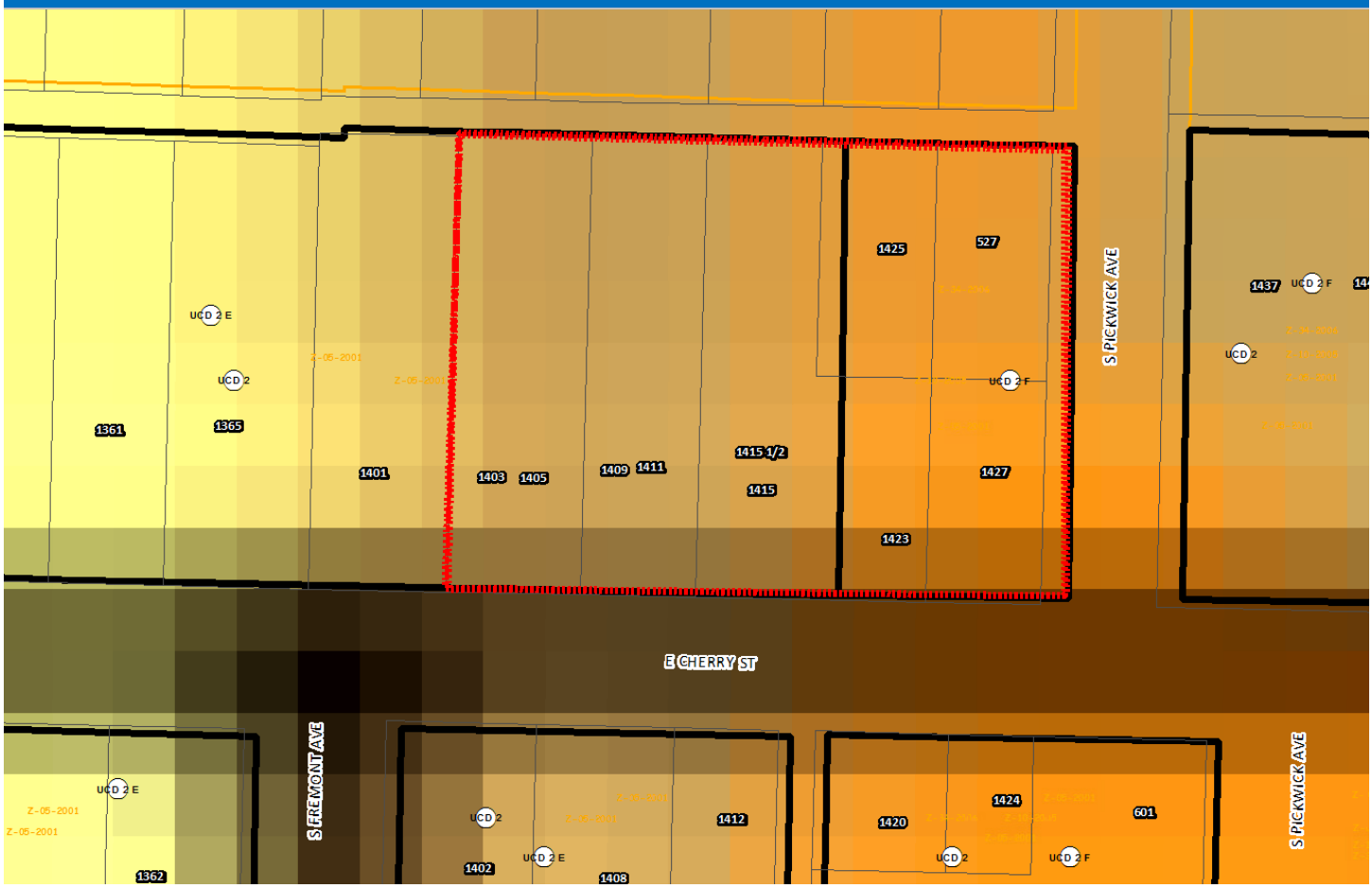
	NORTH	SOUTH	EAST	WEST
ZONING	R-HD	R-HD and LB UCD 2, Area E, F	LB UCD 2 Area F	R-HD UCD 2 Area F
LAND USE	Single-Family	Commercial and Single-Family	Multi-Family and Restaurant	Single-Family

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

This property was originally zoned to R-HD, Residential High Density Multi-Family and LB, Limited Business in the citywide rezoning in 1995.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR PD 366
Use Limitations	Residential uses provided such uses are located above the first floor or behind nonresidential uses so as to create a continuous nonresidential facade, on the first-floor level. When a lot has multiple street frontages, first-floor nonresidential uses will be required on the street with the highest classification. All other street frontages may contain residential uses.
Maximum Structure Height	Three stories, 41 feet from finished grade to the bottom of eave or top of roof.
Front Yard Setback	5 feet along Cherry and Pickwick
Side Yard Setbacks	None
Rear Yard Setbacks	20% of the lot depth or ten fee whichever is greater. No more than 20 feet shall be required
Open Space Requirement	20% open space
Design Requirements	See Exhibit 1 for details
BULK PLANE	**LANDSCAPING**
None since R-HD next to R-HD and LB uses	See Exhibit 2, Site Plan for details

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies these properties as an appropriate area for Medium-Intensity Retail, Office or Housing on the east half and Medium or High-Density Housing on the west half. This mixed-use category indicates that a variety of office, commercial and/or mid-or high-density housing may be appropriate at major intersections or along certain roadway corridors. The *Plan* also promotes a policy of generally increasing the compactness of urban development and housing which may be combined in the same building or closely integrated on the same site with retail or office space. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers.

The request is consistent with the recommendations of the current Urban Conservation District No 2 regulations and the recently adopted Rountree Neighborhood Plan. The overall goal of the Plan is to promote sustainable, mixed-use, pedestrian-oriented development opportunities.

STAFF COMMENTS:

1. The applicant is proposing to rezone this property from R-HD, High Density Multi-Family Residential and LB, Limited Business District within UCD 2, Areas E and F to a Planned Development No. 366. The applicant is proposing the Planned Development with the intent of developing a mixed-use development (multi-family residential, offices and

retail uses). This request is to have a maximum of sixteen (16) dwelling units per acre and a maximum of 20,000 square feet for first-floor offices, retail and restaurant uses.

2. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium Intensity Retail, Office or Housing and Medium or High-Density Housing. This mixed-use category indicates that a variety of office, commercial and/or mid-or high-density housing may be appropriate at major intersections or along certain roadway corridors. The *Plan* also promotes the policy of generally increasing the compactness of urban development and housing which may be combined in the same building or closely integrated on the same site with retail or office space. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers. The proximity of the proposed development to the Missouri State University and Vicinity (Major) Activity Center as designated in the Growth Management and Land Use Plan Element of the Comprehensive Plan will place residents in an area that has many amenities such as shopping, and employment centers. Staff believes that the proposed PD 366 is appropriate for this area.

3. The Rountree Neighborhood Plan was first completed in July of 1985 and was last amended on May 14, 2001. The Rountree Neighborhood Plan Addendum subscribes to the philosophy and goals originally established in 1985. However, the size of the Rountree Study area has been reduced to the area contained within the boundaries of the Rountree Urban Conservation District. The original plan philosophy states that the Rountree Study Area should continue to serve and house a diverse population close to the center city of the city. To do so, it should consist of a mix of land uses which provide a functional, stimulating and livable environment for its residents, including, where appropriate, business, institutional, multi-family and single-family uses. One of the major goals of the supplemental Plan is to maintain the single-family character and integrity of the Rountree study area by focusing special attention on the maintenance of the physical environment and through the elimination of activities which detract from the character and integrity of the neighborhood. Other goals include preserving the street system within the residential portion of the Rountree study area for local use, supporting the harmonious, orderly and efficient use of the National Avenue and Cherry Street corridors and preserving and improving the aesthetic and environmental quality of the Rountree study area.

4. In the Spring of 2015 the Rountree Neighborhood Association Board requested that the Springfield City Council initiate a review and consider amending the Rountree Neighborhood Plan and the Rountree Urban Conservation District regulations. The City Council, in January 2017, directed staff to move forward with an update to the Rountree Neighborhood Plan and to bring forward recommendations for amendments to the Rountree Urban Conservation District regulations.

5. The Rountree Neighborhood Plan was adopted by City Council on November 13, 2018. The overall goal of the Plan is to promote sustainable, mixed-use, pedestrian-oriented development opportunities. The Plan's vision for the Cherry Street Corridor is to re-envision the corridor to function as a gateway and front door to the neighborhood, with improved utility infrastructure, pedestrian and bicycle safety and amenities, and a high-quality streetscape to support a vibrant, complete street, neighborhood commercial node, with its own identity and image that enhances the unique character of Rountree and its neighbors. The Plan's goal for the Cherry/Pickwick subarea is to continue to enhance the Cherry/Pickwick District as the neighborhood's commercial center and central gathering place. The Plan recommendation is to establish UCD regulations that continue to support mixed-use developments and re-investment that focuses more on form and design than land use within the Cherry/Pickwick neighborhood commercial node. The applicant has worked with the Rountree Neighborhood Association as well as the consultant hired to develop the plan to meet the proposed vision for the Chery/Pickwick subarea. Staff reviewed the proposed Planned Development and believes that the recommendations of the Rountree Neighborhood Plan support the rezoning to a Planned Development.

6. The applicant has a received a letter from the Rountree Neighborhood Association which generally supports the project as submitted on January 3, 2019 by email as attached.

7. The current Rountree Urban Conservation District Cherry and Pickwick Commercial Area (Sub Area F) was created to provide for a compact, pedestrian-friendly neighborhood commercial node that provides services to the surrounding residential area. The regulations were intended to focus dense mixed-use redevelopment within a

neighborhood activity center while preventing the encroachment of higher intensity uses into the surrounding single-family residential areas. Staff believes the Rountree UCD (Sub Areas E and F) requirements and standards have been met.

8. The Major Thoroughfare Plan classifies Cherry Street as a secondary arterial and Pickwick Avenue is classified as a local roadway.

9. The applicant is requesting a maximum residential density of 16 dwelling units per acre. This density has been determined to be appropriate for this area based on an assessment completed under the Revised Multi-Family Development Location and Design Guidelines. That assessment resulted in a density of 25-28 dwelling units per acre. Further analysis of the proposed development under the Revised Multi-Family Development Location and Design Guidelines is attached (Attachment 2). The development must be in substantial conformance to the attached site plan (Exhibit 2).

10. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

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

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on August 14, 2018. A summary of the meeting and sign-in sheet is attached (Attachment 2).

PUBLIC NOTIFICATION:

The public notice was advertised in the Daily Events 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.

Notices sent to property owners within 185 feet: Mailed: 25 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS
PLANNED DEVELOPMENT 366

BUILDING DEVELOPMENT SERVICES COMMENTS:

No objections to planned development

TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies E. Cherry Street as a Secondary Arterial roadway and S. Pickwick Avenue as a Non-Residential Local roadway. The standard right-of-way width for E. Cherry Street is 35 feet from the centerline of the roadway. It appears approximately 7 feet of additional right-of-way needs to be acquired along E. Cherry Street. However, ARC approved a reduction in the amount of right-of-way to be dedicated on 1/10/19. Instead, a 5-foot sidewalk easement is required along the entire length of the property frontage. The standard right-of-way width for S. Pickwick Avenue is 30 feet from the centerline of the roadway. It appears approximately 3 feet of additional right-of-way needs to be acquired along the property frontage of S. Pickwick Avenue. In addition, a 10-foot by 10-foot right-of-way sight triangle is needed at the corner of Cherry and Pickwick. A survey is recommended to determine the exact amount of existing right-of-way. E. Cherry Street and S. Pickwick Avenue are both City-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING
The most recent traffic count on E. Cherry Street east of N. National Avenue is 7,604 vehicles per day. The most recent traffic count on S. Pickwick Avenue north of Grand Street is 836 vehicles per day. On-street parking is currently allowed along the south side of Cherry Street and on both sides of S. Pickwick Avenue.

DRIVEWAY ACCESS
There is currently eight driveway access points to/from the property – four to/from E. Cherry Street, two to/from S. Pickwick Avenue, and two to/from the alleyway. It appears that three of the existing driveway approaches to/from E. Cherry Street do not meet the minimum spacing requirements (150') from the intersection with Pickwick and the southern-most driveway approach to/from Pickwick does not meet the minimum spacing requirements (100') from Cherry Street. These four driveways will need to be closed and/or moved as part of this rezoning/development. Any new proposed driveways must meet the minimum spacing requirements.

SIDEWALK
There is existing sidewalk along the property frontage of both E. Cherry Street and S. Pickwick Avenue. The existing infrastructure meets current City Standards. Any new proposed sidewalk along the property frontage must also meet current City Standards must be entirely within right-of-way. No structures may extend into/over the sidewalk without an encroachment agreement in place.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION
There are no Greenway Trails in the area pertaining to this rezoning. There are no bus stops in the area pertaining to this rezoning. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS
Improvements are required to the alleyway at the rear of the property. This alleyway is required to be widened to accommodate two-way traffic as well as the backing aisle for the proposed parking perpendicular to the alley. These improvements are required due to the increase in trip generation exceeding those thresholds spelled out in Chapter 9 of the Public Works Design Standards. The City of Springfield has planned a traffic calming improvement for the intersection of Cherry and Pickwick which may impact the proposed development. The development and traffic calming improvements will need to be coordinated. The City of Springfield also plans to eventually extend a 10-foot wide multi-use sidepath along Cherry Street. A side has yet to be determined. Both of these improvements are not currently under design and a timeline for construction has not been set.

SITE PLAN
Parking may back into the alleyway, however, the alleyway must meet current City Standard ST-6, unless otherwise approved by the City Traffic Engineer. The proposed angled parking along Pickwick will be permitted, but will require public

improvement plans, along with the improvements to the alleyway. The sidewalk rerouting around the parking must be a minimum of six feet wide and must be within a sidewalk easement in all locations it is on private property. A five-foot wide sidewalk easement is required along the entire length of the property frontage on E. Cherry Street to accommodate a potential future 10-foot wide multi-use sidepath. This sidewalk easement must be clear of any permanent structures. Any non-permanent structures within the sidewalk easement must be (re)moved at any point in time when the new sidepath is constructed. Any structures in, on, over, or under public right-of-way will require an encroachment agreement. All new parking is required to comply with current City Standard ST-6. Any new/modified driveway approaches must meet minimum spacing requirements and comply with current City Standard ST-9.

TRAFFIC - TABLE 1: PLANNED DEVELOPMENT/CONDITIONAL USE PERMIT DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	E. Cherry Street	Secondary Arterial	Yes	28	35
Street 2	S. Pickwick Avenue	Local	Yes	27	30

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	8	9	104	N/A
***Proposed Trips Generated**	62	45	611	N/A
Additional Trips Generated	54	36	507	N/A

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

FIRE COMMENTS:

No Objections to planned development

STORMWATER COMMENTS:

The property is in the Jordan Creek South drainage basin. The part of the property is not in the FEMA designated floodplain. Staff is aware of flooding problems in the area. Buyout in lieu of on-site stormwater detention will be not be allowed and detention will be required. Since the project will not be disturbing more than one (1) acre there will not be a land disturbance permit required. There are no sinkholes on the proposed property.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. Water quality will be required if disturbing more than one acre.
3. Please keep in mind that more detailed stormwater calculations must be submitted before any permits can be approved.
4. Detention will be required at time of development.

Public Works Stormwater Division	Response
Drainage Basin	Jordan Creek South Branch
Is property located in Floodplain	No
Is property located on a sinkhole	No
Is stormwater buyout an option	No

CLEAN WATER SERVICES COMMENTS:

No Objections to planned development

CITY UTILITIES COMMENTS:

No objection to rezoning. All utilities are available to provide service.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINE ASSESSMENT
PLANNED DEVELOPMENT 366

The applicant is requesting approval of multi-family apartments on 1.18 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 13 points, which would allow up to 28 dwelling units per acre. The applicant has requested a density of 16 dwelling units per acre. Below is an analysis of the five categories used to calculate the Matrix score.

A. Land Use Accessibility (2/3 points)
   Two points were given for land use accessibility. There is a high employment concentration and medical/dental uses within a ¼ mile and a neighbor retail mixture within a ½ mile.

B. Connectivity Analysis (3/5 points)
   Three out of a maximum of five points were given for connectivity. The proposed development received scores for its proximity to transit routes.

C. Road Network Evaluation (2/2 points)
   Two points were given for the road network evaluation.

D. Design Guidelines (6/6 points)
   A maximum of six points were given for design guideline criteria. Below are the design considerations that have been incorporated into the proposed development.

   1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. Pedestrian-scale lighting shall be provided within the development lighting sources or luminaries that do have a cutoff shall not exceed a maximum of 15 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted conforming to these requirements for building permits.

   2. Building Scale and Articulation - Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall be in compliance with the attached site plan.

   3. Building Orientation and Interior Landscaping – All building orientations will address public streets to receive design points for this element. Landscaping and open spaces shown shall be provided with approved ground cover and/or plantings per required city ordinances and zoning requirements. Landscaping islands with plantings shall be located throughout the parking lot. A landscaping plan shall be submitted conforming to these requirements for building permits.

   4. Avoidance of Blank Walls along pedestrian circulation areas - Facades that face public streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features:

windows, entrances, arcades, arbors, awning (over windows or doors), distributed along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan and PD language.

5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system.

6. Useable Recreational Area/Facility – A minimum of 20% usable open space is required.

7. Amenities – The development will have a BBQ area and provide bicycle parking throughout the site as shown on the site plan.

8. Preservation of Trees –All existing trees of 6” caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the attached site plan and the city ordinance with at least 7 trees per acre.

DENSITY: The assessment criteria resulted in a total of a maximum density of 28 dwelling units per acre. The applicant has requested a total density of 16 dwelling units per acre.

h) General office use group, excluding banks and financial institutions with automatic teller machines and drive-thru facilities.

i) Personal services use group.

j) Police and fire stations.

k) Public and private parks, and playgrounds, excluding golf courses, miniature golf courses and driving ranges.

l) Residential uses provided such uses are located above the first floor or behind nonresidential uses so as to create a continuous nonresidential facade, on the first-floor level. When a lot has multiple street frontages, first-floor nonresidential uses will be required on the street with the highest classification. All other street frontages may contain residential uses.

m) Retail sales use group, excluding convenience stores with gas pumps.

n) Temporary uses, as permitted by section 36-452, temporary uses.

o) Water reservoirs, water standpipes, and elevated and ground-level water storage tanks.

p) Medical office use group

(3) *Conditional uses.* The following conditional uses may be permitted provided they meet the provisions of, and a conditional use permit is issued pursuant to, section 36-363, conditional use permits, of this article.

a) Eating and drinking establishments use group including drive-in, pick-up window, or drive-thru facilities.

b) General office use group including banks and financial institutions with automatic teller machines and drive-thru facilities.

c) Residential uses on the first-floor frontage of a building on the street with the highest classification.

E. USE LIMITATIONS

a) All activities and permitted uses except off-street parking and loading facilities, outdoor events, outdoor common area, outdoor patio seating related to the uses, drive-thru facilities, and day care activities shall be conducted entirely within a completely enclosed building.

b) No individual retail store, personal service establishment or other permitted use shall have a gross floor area greater than 7,500 square feet.

c) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards.

d) No use shall emit an odor that creates a nuisance as determined by Springfield City Code.

e) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).

f) Streets through adjacent residential areas shall not be used to provide principal access for truck traffic to any nonresidential use in this district except on streets classified as expressways, arterials, or collectors.

1. Garbage pick-up at refuse storage areas shall not occur between the hours of 10:00 p.m. and 7:00 a.m.
2. There shall be no truck deliveries to or pick-ups from any use located on the property between the hours of 10:00 p.m. and 7:00 a.m, however, deliveries and pick-ups by passenger vehicles within these time frames is not prohibited.
3. There shall be no delivery trucks allowed to remain on the property with their engines idling between the hours of 10:00 p.m. and 7:00 a.m., however, engine idling by passenger vehicles within these time frames is not prohibited.
4. Parking lot maintenance sweeping equipment shall not operate on the property between the hours of 10:00 p.m. and 7:00 a.m.

F. INTENSITY OF DEVELOPMENT

Development shall adhere to the following standards.

1. Maximum Residential**.** The maximum residential use shall be limited to 16 dwelling units per acre.

2. Maximum Retail Use and Office Use**.** The maximum total square footage of retail, office, and restaurant use building space allowed on this site is twenty thousand square feet (20,000 square feet).

G. BULK, AREA AND HEIGHT REQUIREMENTS

Maximum structure height:

Principal building: Three stories and 41 feet from finished grade to the bottom of eave or top of roof. Maximum roof or parapet height shall be 5 feet from bottom of eave or top of roof.

Front yard:

a. 5 feet minimum from Cherry Street north right of way line and Building face shall align with the existing Spanish mission building (building A) structure that faces Cherry Street.

b. Five feet minimum along a street classified as a local street

c. The front yard setback may be reduced below the minimum required above if a conditional use permit is approved in accordance with section 36-363, conditional

use permits, or an approved preliminary plat in accordance with the city's subdivision regulations.

Side yard: None.

Rear yard: 20 percent of the lot depth or ten feet whichever is greater. No more than 20 feet shall be required.

However, in no event may a structure be erected closer to the centerline of an existing or planned street than as prescribed below, except as permitted by subsection 36-303(17)(b) and subsection 36-303(17)(d).

Street Classification	Required Setback from Right-of-Way Center Line
Freeway	150 feet plus the required yard setback
Expressway	65 feet plus the required yard setback
Primary arterial	50 feet plus the required yard setback
Secondary arterial	35 feet plus the required yard setback
Collector	30 feet plus the required yard setback
Commercial/industrial local	30 feet plus the required yard setback
Residential local	25 feet plus the required yard setback
Highway access road	20 feet plus the required yard setback
Downtown streets	Required yard setback from right-of-way line

H. DESIGN STANDARDS

The design requirements shall adhere to the following standards:

Building Materials

1. The following exterior building materials are not permitted: vinyl siding, vinyl windows, metal wall panels with exposed fasteners, galvanized metal wall panels, plastic wall cladding, corrugated metal panels, thin stone veneer (commonly referred to as “lick and stick stone”, manufactured panelized stone veneer, faux stone, or faux masonry).
2. The following exterior building materials are allowed, but not limited to: clay brick masonry, natural or cast stone masonry, architectural pre-cast block masonry, split-faced or ground-faced concrete masonry, terracotta, architectural concrete, glass, wood, cement board, stamped metal shingles, copper, standing seam steel or aluminum panels, aluminum windows, steel windows, wood windows, asphalt shingles, slate, synthetic stucco, stucco, wood, glass.
3. Exterior glass shall not be tinted. Opaque spandrel glass is not allowed.
4. Existing materials on existing buildings shall be acceptable.

Design to Encourage Pedestrian Activity

1. Provide pedestrian amenities such as pedestrian scale lighting and non right-of-way street furniture to enhance the pedestrian environment. Lighting sources or luminaries that do not have a cutoff and are used in parking lots and pedestrian ways shall not exceed a maximum of 15 feet in height. Lighting sources or luminaries that do have a cutoff shall not exceed a maximum 30 feet in height. Parking lot lighting and pedestrian lighting should be appropriate to create adequate visibility at night and evenly distributed to increase security. Street furniture may include but is not limited to benches; shelters; and decorative trash bins. There shall be one (1) street/park bench provided within each multi-family development, thereafter, one (1) park/street bench for every 50 dwelling units.
2. The project will blend the building scale and set back with existing developments that are consistent with these guidelines. Street facing walls that are greater than 50 feet in length must be articulated at least each 25 feet with bays, projections, or recesses. Articulation means a difference in the vertical plane of the building of at least 18 inches or more.
3. Buildings adjacent to the street will be situated on the site to provide pedestrian access to the street. Additional interior lot buildings may be oriented toward parking lots or public/common open space. Buildings adjacent to the street shall not have parking lots located between the building and the street. Corner lots may have parking on one street face. Interior areas of parking and vehicular use areas shall contain planting islands every 20 contiguous parking spaces whether double staked or linear. The size of the planting island shall be the equivalent area of one parking space. This shall be used toward satisfying the 5% interior landscaping requirements.
4. Avoid blank walls along pedestrian circulation areas. Facades that face streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features; windows, entrances, arcades, arbors, awnings (over windows or doors), distributed along the façade at least once every 25 feet.
5. Bicycle racks shall be provided throughout the site to promote alternate means of transportation as shown in Exhibit 2.
6. Windows shall be provided facing the public right-of way.

Provide a Good Circulation System

1. The design shall provide connectivity by including direct vehicular or access easements, pedestrian and bicycle connections between abutting or adjacent developments, including retail centers and bus stops, wherever possible by providing the sidewalk connections shown on Exhibit 2.

2. Buildings shall connect building entrances to one another and to sidewalks on adjacent public and/or private streets via a minimum four (4) foot wide sidewalk separated from vehicular traffic by a four-foot wide planting strip (the 4-foot planting strip does not apply to parking lots where the sidewalk is intended to provide access to the parking lot). Public sidewalks may be considered part of the walkway system if they provide convenient movement between structures. Fences, landscaping and other site improvements shall be located so as not to impede safe and convenient pedestrian circulation. On-site sidewalks shall be designed to connect to off-site sidewalks on adjoining properties and public and/or private streets. Sidewalks shall connect parking areas or parking structures that serve the multi-family buildings, community amenities, or common open space.

Respect the Natural Environment

1. The development shall include at least 15% of the total site or premise as a usable recreational area and/or facility. Usable recreational area/facility is defined as an open recreational area or recreational facility, which are designed and intended to be used for outdoor living and/or recreation, and/or amenity. Usable open recreational areas shall be open to the outdoors and

not include land occupied by streets, or parking areas but may include outdoor recreational facilities such as walkways, and raised patios used solely for recreational purposes. The 5% usable recreational area or facility does not reduce the required 20% open space. All common open recreational areas on the site, including recreational facilities, shall be readily accessible to residence and should, wherever possible.

2. A tree six inches or greater in diameter measured 4 1/2 feet above ground must be preserved or replaced with a tree of at least two inches (2) in diameter—for a maximum total of 7 trees per acre. Trees meeting the landscape requirements in the zoning ordinance may be counted toward this requirement. If this is not possible then the total diameter of trees at the time they are lost shall be replaced with an equal diameter amount of trees with no less than 2 in diameter throughout the project area.

I. OPEN SPACE, LANDSCAPING & SCREENING

a. *Minimum open space:* Not less than 20 percent of the total lot area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover and other landscaping materials.

b. *Maximum impervious surface:* The combined area occupied by all main and accessory buildings or structures, parking, loading and other paved areas and any other surfaces which reduce and prevent absorption of stormwater shall not exceed 80 percent of the total area unless modified in accordance with subsection 36-482(15).

c. Bufferyards. There shall be an 8 feet Type B bufferyard with a 6-foot solid wood fence adjacent to property zoned R-HD and landscaping per Zoning Ordinance.
    1. The bufferyard may be crossed by a cross access and/or shared drive.

d. Landscaping and Screening of Vehicular use area.
    1. Perimeter Landscaping. The requirements and standards of Section 36-482(9) of the Springfield Zoning Ordinance, in effect at the time of development shall apply.
    2. Interior Landscaping. The requirements and standards of Section 36-482(9) of the Springfield Zoning Ordinance, in effect at the time of development shall apply.

J. EXTERIOR LIGHTING

The requirements and standards *of Section 36-484* of the *Springfield Zoning Ordinance,* in effect at the time of development shall apply except as modified below.

a. Purpose. The purpose of these requirements is to regulate the spillover of light and glare on operators or motor vehicles, pedestrians and residential uses in the

proximity of the light source. With respect to motor vehicles in particular, safety considerations form the basis of the regulations contained herein. In other cases, both the nuisance and hazard aspects of glare are regulated. This section is not intended to apply to public street lighting, signs or seasonal displays.

b. Standards. The following standards are required of all exterior lighting, subject only to the exemptions permitted below.

1) The lighting installed in and around the development shall not exceed fifteen (15) feet in height above the finished grade of the parking lot on which the light standard is located. This lighting shall be directed in such a manner that the parking lots will be well illuminated, but is not directed toward the surrounding residential districts. The type and arrangement of the lighting shall have the most minimal impact practical on the nearby residential districts. The Final Development Plan shall include a parking lot photometric study which shows that the lighting at the property lines which abut residential property which shall not exceed one (1) foot candle and that the average foot-candle lighting level across the lot shall not exceed two (2) foot candles. The illumination provided at the main entrance to the development described in Paragraph K shall be permitted to be up to four (4) foot candles provided the maximum lighting level at all property lines shall not exceed one (1) foot candle. The height of the lighting poles at the entrance shall be limited to fifteen (15) feet and cut off fixtures which shield the lamps shall be required.
2) No flickering or flashing lights shall be permitted on the property.
3) Light sources or luminaries shall not be located within bufferyard areas except on pedestrian walkways or as needed for safety.

c. Exemptions.

1) Emergency warning lights. Safety signal and warning device lighting shall be exempt from the exterior lighting standards of *Section 36-484* above.

d. Exterior Lighting Plan. At the time any exterior lighting is installed or substantially modified for any use on the property, an exterior lighting plan shall be submitted in order to determine whether the requirements of this section have been met.

K. ACCESS TO PUBLIC THOROUGHFARES

Access to the public street system shown on Exhibit 2 shall be governed by the existing standards of the City of Springfield for the applicable street classification.

M. SIGNS

The requirements and standards of *Section 36-454* of the *Springfield Zoning Ordinance,* in effect at the time of development shall apply except for the following

N. OFF-STREET PARKING

Sections 36-455, 36-456 and 36-483 of the Springfield Zoning Ordinance in effect at the time of development shall apply except as modified below;

Off-street parking shall generally conform to Exhibit 2. The number of spaces and approximate location will be provided as illustrated by Exhibit 2.

N. REQUIRED IMPROVEMENTS

1. Public improvements to be completed. Public and private improvements necessary to adequately accommodate the intensity of development proposed in this District shall be constructed prior to or concurrently with the development of the property. The development may be phased, and with each phase the Administrative Review Committee will make a determination as to the improvements that would be necessary to support the phase.

   Prior to building permits being issued, the applicant or subsequent owners shall:
   a. construct the required improvements; or
   b. provide assurances satisfactory to the Director of Public Works guaranteeing that all required improvements will be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department shall be provided to the City.

2. Certificate of occupancy. No certificate of occupancy shall be issued for any structure within this District, or phase of the development, unless:

   a. the required improvements are completed prior to occupancy of the structures; or
   b. the Director of Public Works has determined that:
      (1) any incomplete required improvements have little or no effect on the occupancy of the facility; or
      (2) conditions beyond the control of the contractor, *i.e.*, strikes, weather, etc., have delayed the completion of the improvements.

   If one of these conditions occurs, the Director of Building Development Services may permit occupancy under conditions satisfactory to the Director of Public Works that the required improvements will be completed as required by this ordinance within a reasonable time.

3. Required improvements. The following improvements are required for full development of the subject property:

   a. Sanitary sewer facilities.

   Public sanitary sewer shall be extended onto this property to serve this project. Easements will be created and granted to the City of Springfield for these lines. Once on the property private sewers will be extended from the public main to serve the buildings. If the property is subdivided, public sanitary sewer shall be extended to each lot in accordance with the City's Subdivision Regulations.

   b. Storm water management facilities.

   Current detention and water quality requirements must be met prior to development. All runoff from the site must drain to a detention basin or meet the buyout requirement. The detention basins must discharge to a public right-of-way, drainage easement or certified natural channel having sufficient capacity.

   c. Right of Way Improvements.

   Alleyway improvements and On Street parking improvements as shown in Exhibit 2 will be constructed by the developer and meet public improvement standards.

4. Improvement Standards.
   Improvements shall conform to the following standards.

   a. All utility services lines and utility connections shall be located underground, including, but not limited to, electrical and telephone cables, security and other telecommunication systems and wires, unless utility easements providing for overhead service exist or are obtained in the future.

O. MAINTENANCE OF COMMON AREAS AND FACILITIES

The maintenance of common areas and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a duly constituted property owners association meeting all legal requirements prescribed by the City Attorney.

P. PHASING

Development may be phased provided that all public improvements directly related to each phase are completed at the time of its development and that improvements

serving the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult. The improvements required to accommodate each phase shall be determined at the final development plan stage.

Q. FINAL DEVELOPMENT PLAN

A final development plan, showing conformance with the requirements of this Exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements permitted or required by this exhibit. The final development plan may be submitted in the form of a preliminary plat, provided the plat is prepared in accordance with the requirements, standards, and intent of this Exhibit. Development of this District shall be in accordance with the approved final development plan.

1. The intent of Exhibit 2 is to show in sufficient detail how the subject property is going to develop, so that approval of the Final Development Plan may be given by the ARC committee without returning to Planning and Zoning or City Council for review. A final development plan shall only be approved if it is in substantial conformance with Exhibit 2 as defined by *section 36-405* of the *Springfield Zoning Ordinance.*

2. The final development plan shall be submitted to the Administrative Review Committee for review. The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications. Such authority shall not, however, be construed to permit:

    a. Any uses within the District other than those specifically prescribed by the ordinance.
    b. Any increase in the intensity of use permitted within the District.

ATTACHMENT 3

From: Owen, Alana
To: Hosmer, Bob; Whitman, Randall
Subject: FW: Corrected date-Chaffin Support letter
Date: Monday, January 7, 2019 8:50:08 AM

FYI…Letter of support from the Rountree Board for the Chaffin project.

From: Laurel Bryant <laurelrlbryant@gmail.com>
Sent: Friday, January 4, 2019 3:55 PM
To: Smith, Mary Lilly <mlsmith@springfieldmo.gov>; Owen, Alana <aowen@springfieldmo.gov>; Prater, Tom <tprater@springfieldmo.gov>; Cotter, Anita <Acotter@springfieldmo.gov>; Quigley, Collin <Cquigley@springfieldmo.gov>
Subject: Corrected date-Chaffin Support letter

January 3rd, 2019

Ms. Mary Lilly Smith Planning & Development

Ms. Alana Owens Planning & Development

City of Springfield

840 Boonville Avenue

Springfield, MO 65801

RE: Chaffin Project

Dear Ms. Smith and Ms. Alana Owens:

Members of the Rountree Neighborhood Association board (and the Neighborhood Plan Steering Committee) recently had the chance to review the most up-to-date plans for the Chaffin project at Cherry and Pickwick. Having seen the concepts proposed so far, we continue to be strongly in favor of this project.

Our members feel the project is a well-planned and falls within the guidelines of the recently-adopted Neighborhood Plan. It appears that the owners and their architects were sensitive to the size, bulk, and scale guidelines found within the plan.

We think the design is proportionally well-related to the important “Spanish Mission” building that is being highlighted. We believe a contemporary design that compliments yet does not copy the Spanish Mission is highly appropriate. We place great importance on green space and walkability, which this proposed project also supports. Overall, it is a thoughtful vision that we believe will

benefit Rountree and is fully in compliance with the new Neighborhood Plan.

We are always available to meet with staff to answer any specific questions.

Respectfully Submitted,

The Board of Rountree Neighborhood Association:

Laurel Bryant RNA Chair, Jim Lohmeyer Vice, Mike Brothers Secretary, Peggy Wise Treasurer, Jeff Barber Former Chair, Nancy Evans Neighborhood Liaison, John Melton Neighborhood Watchman, Jeff Bentley Member at Large, Paden Chambers Member at Large, Nancy Dornan Member at Large

417.619.4663

laurelrbryant@gmail.com

cc: Dr. Thomas Prater – City Council Zone 2
Assistant City Manager-Collin Quigley
City Clerk
file

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: LB & R-HD *(existing zoning)* to PD *(proposed zoning)*
2. Meeting Date & Time: August 14, 2018 from 4:00 pm to 6:30 pm
3. Meeting Location: Spfd Fire Station 1, 720 E. Grand Street, Springfield, Missouri 65807
4. Number of invitations that were sent: 92
5. How the mailing list was generated: By Consultant, then emailed to City staff
6. Number of neighbors in attendance (attach a sign-in sheet): 8
7. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

   The vast majority of neighbors who attended the meeting were in support of the development and as a result, the proposed rezoning. Many were happy to see that two of the existing stuctures would remain and be refurbished rather than torn down. One neighbor mentioned that they didn't want more traffic, more residential housing or for three stories to be constructed. We believe the limited parking spaces will help control the intensity of the development, that residential loft-type housing is appropriate for the area and that the height of the structures fit with the surrounding properties.

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

   No objections to the proposal were identified in the comment cards from neighbors at the meeting. Some mentioned that they were happy to see old structures demolished, excited to see the design or simply that they had no objections to the proposal. One comment mentioned the words, "student housing and stormwater." Based on the comments we heard verbally, we believe they merely wanted to bring those two items to our attention during this process so that stormwater is adequately addressed and that they would prefer not to see student housing.

I, Dane Seiler *(print name)*, attest that the neighborhood meeting was held on August/14/2018 *(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."

Signature of person completing affidavit

DANE SEILER

Printed name of person completing affidavit

Application for Planned Development District

SIGN-IN SHEET - August 14, 2018

	Name	Address or Company	Phone	E-mail
1	ANDREW WELLS	DAKE WELLS ARCHITECTURE	417-831-9904	awells@dake-wells.com
2	Bethany Henry	DAKE WELLS ARCHITECTURE	417-831-9904	bhenry@dake-wells.com
3	Keith Chaffin	1453 S. Delaware	417-619-8668	
4	Phyllis Ritchie	631 S. Pickwick Ave	918-913-2813	
5	LINDA DOLLAR	443 S. Weller Ave	417-766-4472	ldollar@missouristate.edu
6	Kim Chaffin	1453 S. Delaware	417 861 8053	kim@hogantitle.com
7	Jaime Farquhar	816 S. Fremont	417 861 5162	jaimefarquhar@gmail.com
8	JONATHAN STAATS	CJW TRANSPORTATION	417.889.3400	jstaats@gocjw.com
9	Ross Chaffin	816 S. Fremont	417 773-1046	ross@rsc-law.com
10	DAVE SEILER	5051 S. NATIONAL	417-889-3400	dseiler@gocjw.com
11	John Robertson	1422 E. Elm	417-842-8878	johnrconst@yahoo
12	Amy Wiley	~~[illegible]~~ Dake Wells Architecture	417-831-1904	awiley@dake-wells.com
13	Laurel Bryant	1014 Subbler Ave	417 619 4663	laurelrbryant@gmail.com
14	Martha Gann	641 S. Pickwick	417-773-7433	laurachrista@gmail.com
15	LAURIE KNOWLTON	635 S. PICKWICK	417 860-0990	laurie@zen3massage.com
16	Andy + Sheila Wright	1359 E. Elm 1303 E Walnut	(02) 862-4173	getandy1953@yahoo.com
17	John & Marty Holder	1334 E. Elm St	H 417-379-9730 M 417-379-9729	MtNwillow@yahoo.com
18				
19				
20				

Name: Phyllis Ritchie

Address: 631 S. Pickwick Ave

Phone: 918-913-2813

Email:

"I WAS SO GLAD TO SEE THAT YELLOW HOUSE COME DOWN. IT WAS SUCH AN EYESORE."

Name: Laurel Bryant
Address: 1014 S Weller Ave
Springfield MO 65804
Phone: 417 619 4663
Email: laurelrbryant@gmail.com

Good plan! Add elevators to one building for 55+ plus housing.

Excited to see design.

Name: Martha Doom

Address: 641 S. Pickwick

Phone:

Email: laurachrista@gmail.com

No objections to this plan!

Name: _____

Address: _____

_____

Phone: _____

Email: _____

STUDENT HOUSING

STORMWATER

BETTER THAN
LAST PROPOSAL

Neighborhood Meeting Notice

Date of Letter: August 3rd, 2018

DEAR PROPERTY OWNER,

You have received a notice of a "Neighborhood Meeting" since all development applications involving an advertised public hearing require that a developer hold a neighborhood meeting and invite the property owners within 500 feet of the property and the officers of any neighborhood associations on file with the City of Springfield.

The applicant or representative below has filed an application with the City of Springfield for a change in land use, zoning or street vacation in your neighborhood.

APPLICANT CONTACT INFORMATION:

Applicant/Representative Name: Pickwick and Cherry, LLC

Address: 1605 E. Sunshine Street

City, State and Zip: Springfield, Missouri 65804

Phone Number: 4176198668 E-mail: kim@hogantitle.com

PROJECT LOCATION:

1427, 1425, 1415, 1411, 1405 E Cherry & 527 S. Pickwick, Spfd, Mo 65802

PROPOSED CHANGES:
Provide details of the existing zoning and proposed zoning (planned development, conditional use permit, conditional overlay district or vacation of roadways).

The existing zoning on the parcels to be rezoned from single family residential and commercial to a planned development district.

PUBLIC NEIGHBORHOOD MEETING:

Date of Meeting: August 14, 2018

Location of Meeting: Springfield Fire Station 1, 720 E. Grand Street, Springfield, Missouri 65807

Time of Meeting: ⦿ 4:00 PM to 6:30 PM

We look forward to seeing you at this meeting! Thank You!

ATTACHMENTS: Notice Letter from City with Comment Card attached to this letter

EXHIBIT 1

Requirements and Standards Applicable to Planned Development District No. 366

A. APPLICATION

Building or other permits may not be issued for development permitted by this planned development nor can any changes be made to this property until the final development plan has been approved in the manner described at the end of this exhibit.

All requirements of the *Springfield Zoning Ordinance* shall apply unless modified by the requirements and standards that follow.

B. INTENT

The intent of this new Planned Development is to allow a Mixed-Use district to be developed.

This ordinance will encourage development which does not significantly detract from the natural beauty of the area, provides a reasonable buffer from residential districts, manages traffic impacts and manages the storm water impact.

C. DEFINITIONS

The definitions contained in the *Zoning Ordinance* shall apply to this ordinance.

D. USES PERMITTED

a) Accessory uses, as permitted by section 36-450, accessory structures and uses.

b) Any residential dwellings at the time the district is mapped and any single-family detached dwelling subject to subsection 36-469(3). As conforming uses, such a dwelling can be expanded or, if destroyed, replaced with another dwelling of the same type within 18 months of being destroyed.

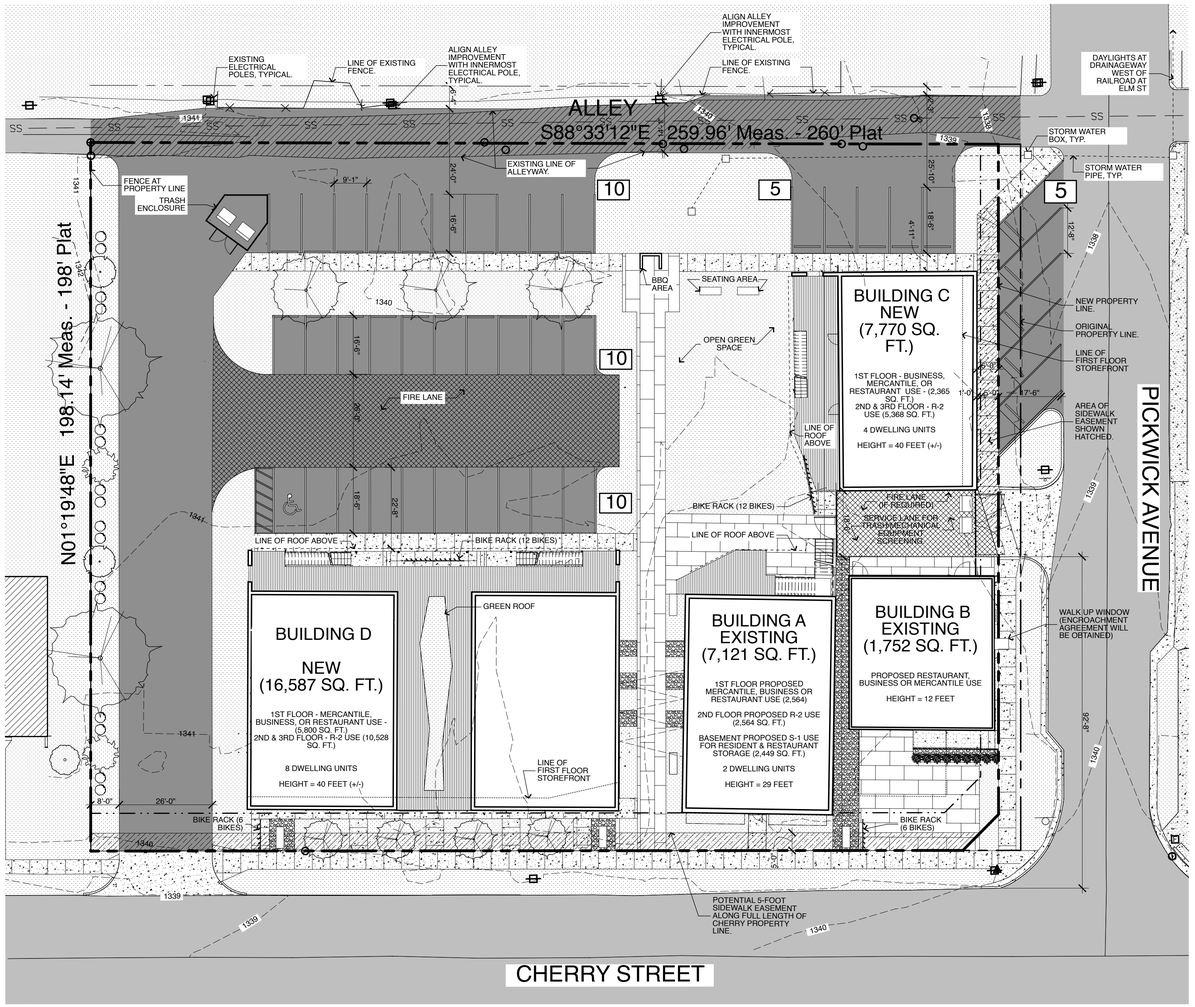
c) Churches and other places of worship, including parish houses, Sunday schools but excluding overnight shelters.

d) Community centers, nonprofit.

e) Community gardens without retail or wholesale sales on-site in accordance with the performance standards of section 36-470, community gardens.

f) Day care centers in accordance with chapter 36, article XI, Springfield City Code.

g) Eating and drinking establishments use group, excluding drive-in, pick-up window, or drive-thru facilities.



2 SITE PLAN 1:20
Scale: 1" = 20'

(SITE PLAN CUT AT SECOND FLOOR TO SHOW GREEN ROOF AND OUTERMOST FACE OF BUILDINGS)

OWNER/DEVELOPER:

PICKWICK AND CHERRY LLC
605 E. SUNSHINE, 04
SPRINGFIELD, MO 65807
417-619-8668

PROJECT ADDRESS:

1423 E. CHERRY ST.
SPRINGFIELD, MO 65802

SITE ANALYSIS:

TOTAL DEVELOPMENT AREA = 1.15 ACRES (50,152 SQ. FT.)
EXISTING ZONING = R-HD & LB
PROPOSED ZONING = PD BASED ON LB ZONING WITH MODIFICATIONS PER EXHIBIT 1

GREEN SPACE = 0.24 ACRES (10,645 SQ. FT.) = 21% (20% REQUIRED PER PD LANGUAGE) UP TO 25% OF THIS MAY BE OBTAINED THROUGH THE USE OF PERVIOUS PAVERS OR 2,507 SF OF PERVIOUS PAVERS ALLOWED.

POST-PROJECT IMPERVIOUS AREA = 0.906 ACRES (39,507 SQ. FT.) = 79.0% (80% MAX ALLOWED)

PRE-PROJECT IMPERVIOUS AREA = 0.34 ACRES (14,715 SQ. FT.) = 29%

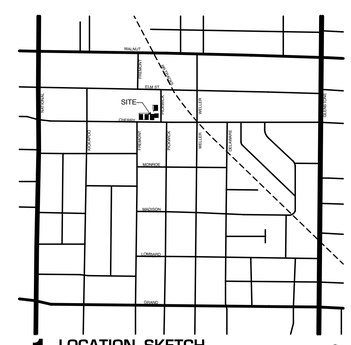
PARKING:

35 SPACES WITHIN DEVELOPMENT
5 PUBLIC SPACES
36 BIKE PARKING SPACES

SYMBOLS LEGEND:

- EXISTING BUILDING
- GREEN SPACE
- CONCRETE PAVING/SIDEWALKS
- EXISTING ASPHALT PAVING
- DECORATIVE CONCRETE PAVING
- FIRE LANE
- NEW ASPHALT PAVING

Exhibit 2



1 LOCATION SKETCH
Scale: 1/32" = 1'-0"

DAKE | WELLS architecture
134 park central square, suite 300
springfield, mo 65806
p. 417.831.9345
Copyright 2015

NOT FOR CONSTRUCTION

SEAL
Andrew Harold Wells - Architect MO # A-7197
COPYRIGHT 2017, DAKE I WELLS ARCHITECTURE, INC.

1423 E. Cherry

Pickwick and Cherry LLC
1605 E. Sunshine, 04
Springfield, MO

Issued:	07/06/18
Revised:	
Scale:	AS NOTED
Drawn:	AWiley
Checked:	BHenry
Job:	17050

A0.2

Plotted On: 1/11/19

EXHIBIT 2 - SITE SKETCH PLAN

One-rdg. _____
P. Hrngs. X
Pgs. 16
Filed: 02-05-19

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 029 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Section 1-9 of the Springfield City Code, 'City Limits,' by annexing 9.3 acres of private property and 0.3 acres of Greene County right-of-way into the City of Springfield, Missouri, generally located at 3851 West Farm Road148/University Street, and generally referenced as Annexation A-1-19; and amending the Springfield City Code, Chapter 46, Section 46-1, 'Boundaries of wards, precincts and council zones,' by adding this property to the ward and precinct assigned by the County Clerk.

_____

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

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

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

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

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

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

Section 3 – Section 1-9, 'City Limits,' is hereby amended by adding thereto the land described in "Exhibit A," generally located at 3851 West Farm Road 148/University Street, such land being found to be contiguous to the city limits.

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

Section 5 – The City Clerk is directed to: (1) file two certified copies of this Annexation Ordinance with the Clerk of Greene County; (2) file one certified copy of this Annexation Ordinance with the Assessor of Greene County; and (3) forward to the Missouri Director of Revenue, by certified mail, a certified copy of this Ordinance, and any other information that the Director of Revenue may require.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019- 029

FILED: 02-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending Section 1-9 of the Springfield City Code, 'City Limits,' by annexing 9.3 acres of private property and 0.3 acres of Greene County right-of-way into the City of Springfield, Missouri, generally located at 3851 West Farm Road148/University Street, and generally referenced as Annexation A-1-19; and amending the Springfield City Code, Chapter 46, Section 46-1, 'Boundaries of wards, precincts and council zones,' by adding this property to the ward and precinct assigned by the County Clerk.

BACKGROUND INFORMATION:

The owner(s) of the private property generally located at 3851 W. Farm Road 148/University Street are requesting annexation into the City of Springfield (see "Exhibit B"). The public right-of-way is currently a Greene County maintained roadway named Farm Road 148; however, when annexed will be named University Street. The owner(s) of the property have signed a petition to request annexation into the City of Springfield. The property is within the City of Springfield's Urban Service Boundary and is immediately adjacent to the City of Springfield. The owner is proposing to annex and rezone the property to allow for commercial and multi-family uses.

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

REMARKS:

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

RECOMMENDATIONS:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.

2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.

3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because it enhances government efficiencies

through rational and simplified city boundaries.

4. The property owner(s) has petitioned the City for annexation.

5. The City will receive sales and property tax revenue upon annexation of this property.

Staff recommends the annexation of this private property.

Submitted by:

R. Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

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

ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Annexation Schedule

EXHIBIT A

LEGAL DESCRIPTION
ANNEXATION A-1-19

THE SOUTH NINE (9) ACRES OF THE FOLLOWING DESCRIBED PROPERTY:
ALL COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTH HALF (S1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-NINE (29), RANGE TWENTY-NINE (29), RANGE TWENTY-TWO (22), THENCE WEST ALONG THE SOUTH LINE OF SAID S1/2 OF THE SW1/4 6 & 133/1000 CHAINS; THENCE NORTH 120 RODS TO THE CENTER OF A ROAD RUNNING NORTH SIDE OF SAID LANDS; THENCE EAST 6 & 133/1000 CHAINS; THENCE SOUTH 120 RODS TO THE POINT OF BEGINNING, IN GREENE COUNTY , MISSOURI, EXCEPT BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE EAST 8 FEET; THENCE SOUTHERLY TO A POINT 18 FEET EAST OF THE SOUTHWEST CORNER OF ABOVE DESCRIBED TRACT; THENCE WEST 18 FEET; THENCE NORTH TO POINT OF BEGINNING; ALSO EXCEPT ANY PART THEREOF DEEDED, TAKEN OR USED FOR ROAD, STREET, OR HIGHWAY PURPOSES.

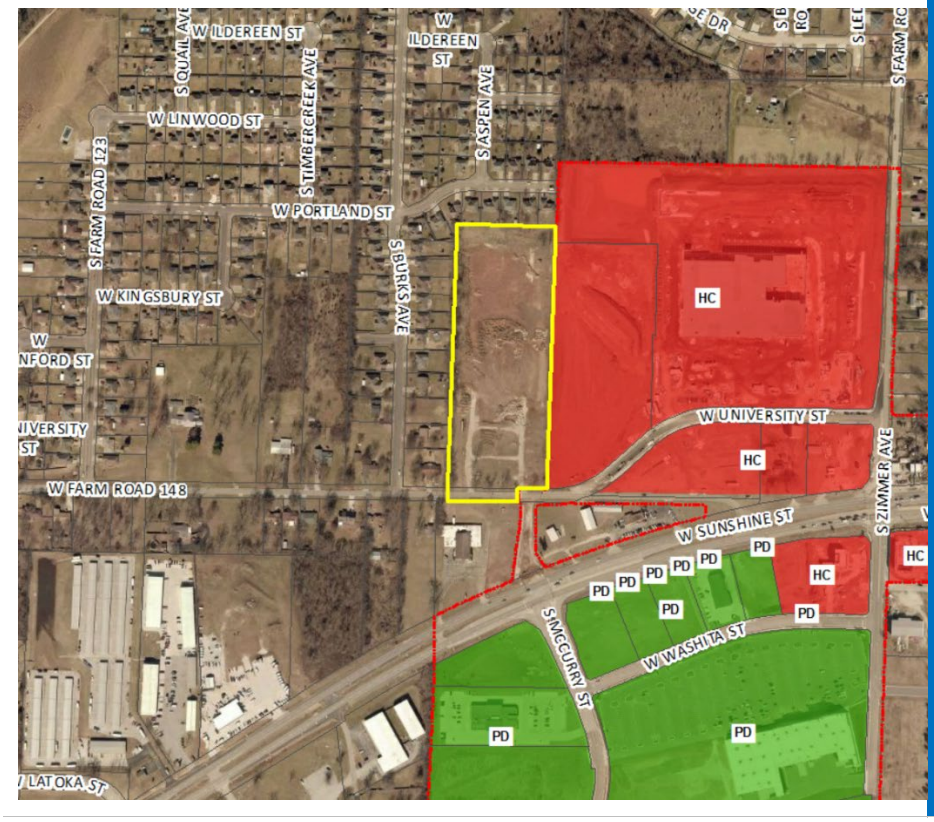
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22); THENCE SOUTH 310.52 FEET TO THE SOUTHEAST CORNER OF A TRACT DEEDED IN BOOK 2064 AT PAGE 698 FOR POINT OF BEGINNING; THENCE WEST 391.98 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 55.57 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST 392.00 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 55.57 FEET TO THE POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR USED FOR ROADS.

and

ALL OF THE SOUTH TWENTY FEET OF THE EAST 386.97' OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP TWENTY- NINE NORTH (T29N) RANGE TWENTY-TWO WEST (R22W) OF THE 5TH PRINCIPAL MERIDIAN, GREENE COUNTY MISSOURI
AND
ALL OF THE NORTH TWENTY FEET OF THE EAST 386.97' OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY-TWO (32), OF SAID T29N R22W OF THE 5TH PRINCIPAL MERIDIAN, GREENE COUNTY MISSOURI CONTAINING 15,478.8 SQUARE FEET (0.355 ACRES) MORE OR LESS SUBJECT TO ALL EASEMENTS OF RECORD.

Exhibit B

CITY COUNCIL PUBLIC HEARING: FEBRUARY 11, 2019



CASE NUMBER:
Annexation A-1-19

LOCATION:
3851 W. Farm Road 148/University St.

ACRES:
Approximately 9.6 acres

EXISTING LAND USE:
Vacant, previously a manufactured home community

APPLICANT:
A&R Property Developers, LLC

STAFF:
Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve the request to annex the subject property into the City of Springfield as submitted in the staff report

SUMMARY OF REQUEST:

Request to annex approximately 9.3 acres of private property and 0.3 acres of Greene County right-of-way into the City of Springfield.

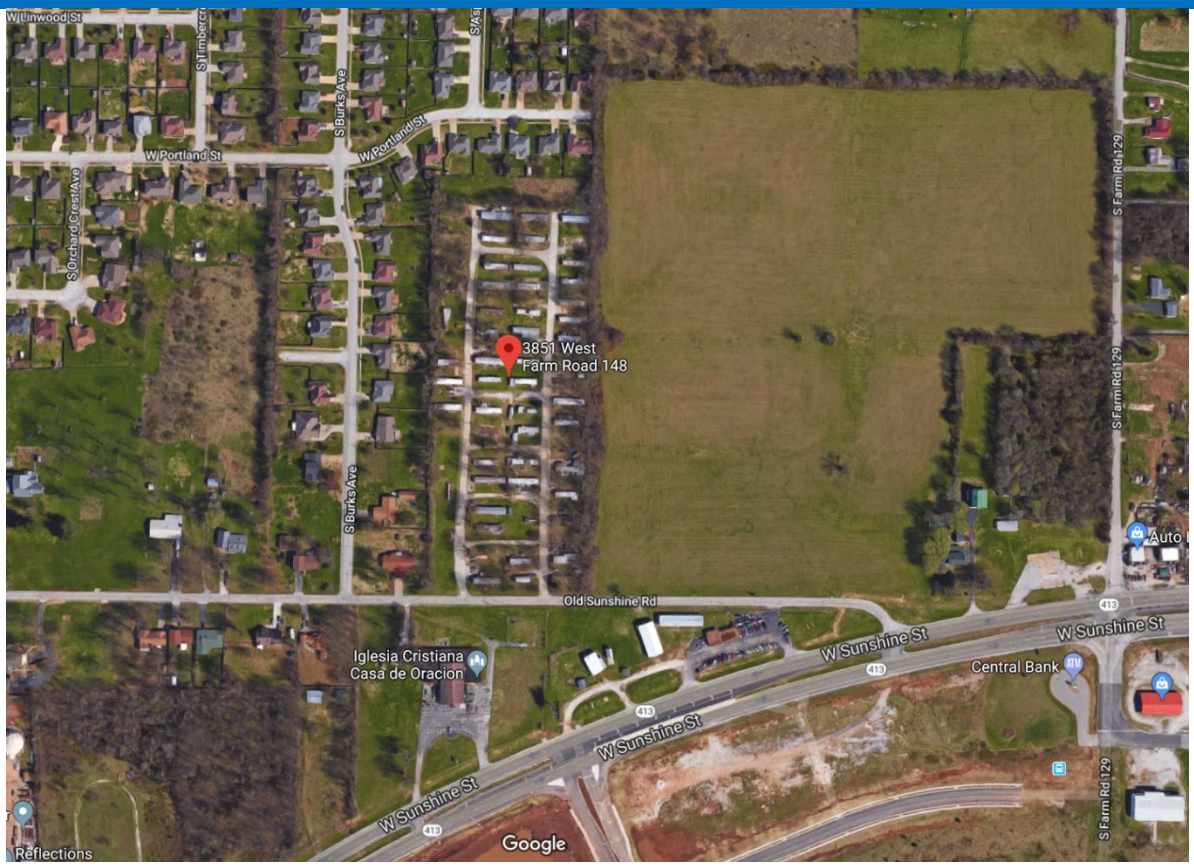
FINDINGS FOR STAFF RECOMMENDATION:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because this annexation will enhance government efficiencies through a rational and simplified city boundary.
4. The City will receive sales and property tax revenue upon annexation of this property.

SURROUNDING ZONING AND LAND USES:

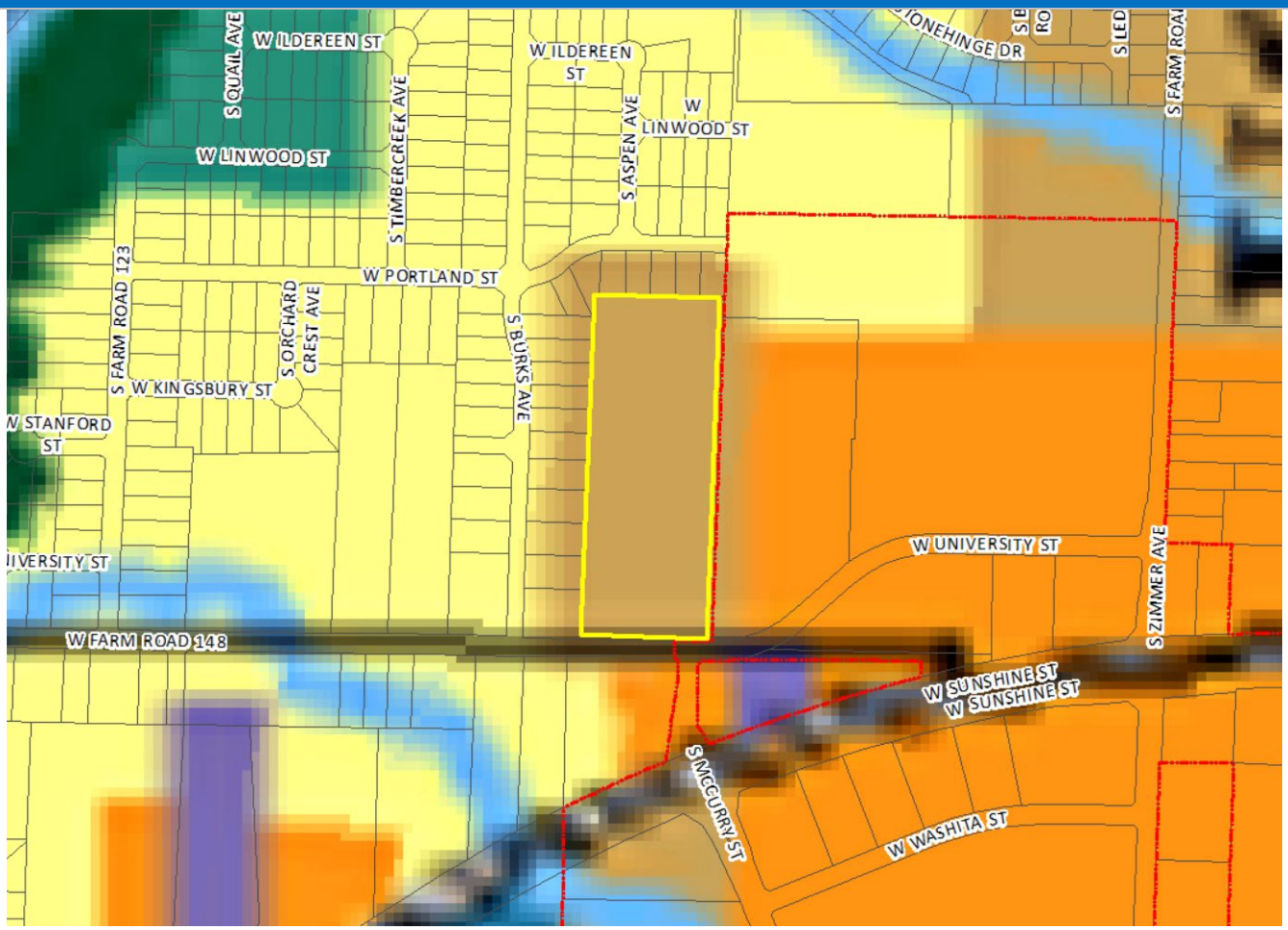
	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	County R-1	HC	County R-1
LAND USE	Single-family residential uses	Church	Retail uses and vacant/undeveloped land	Single-family residential uses

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



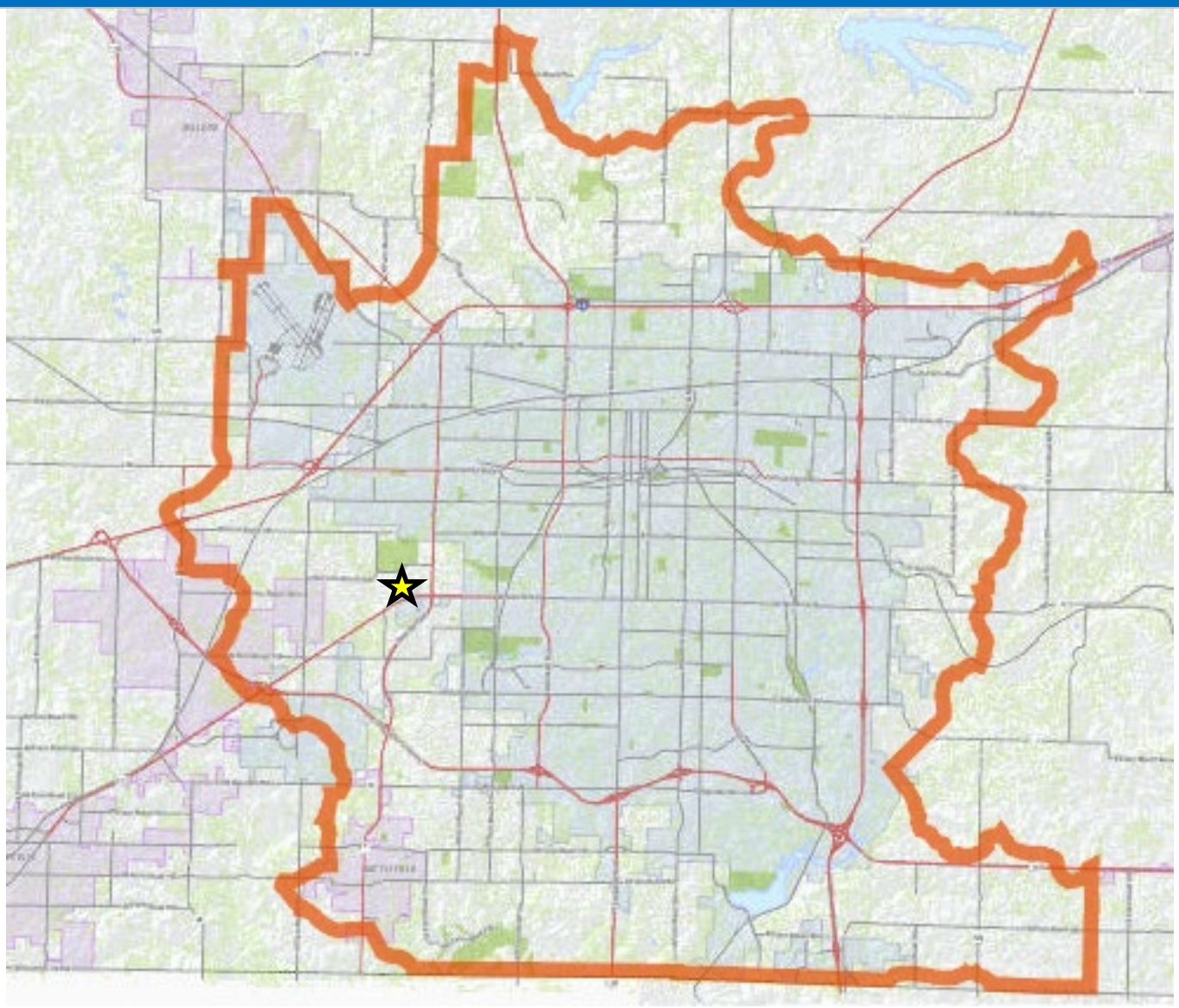
GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

URBAN SERVICE AREA:



PROPERTY HISTORY:

The subject property is currently outside the city limits in unincorporated Greene County. The subject property is currently zoned Greene County C-1, Neighborhood Commercial District and was previously a manufactured home community. The owner is proposing to rezone and preliminarily plat this property concurrently with the proposed annexation.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium or High-Density Housing. Townhouses and all various forms of apartment buildings are included in this category, which has been located where there is good traffic access, between Low-Density Housing and non-residential land uses, and at high-amenity locations. The most appropriate districts would be Low, Medium and High-Density Multi-Family Residential Districts. A request for GR, General Retail District at the intersection of Farm Road 148/University and McCurry Street is supported by the *Growth Management and Land Use Plan* because of its proximity to the West Bypass and Sunshine Street Activity Center and the continued commercial development along Zimmer, McCurry and University Streets which has been spurred by Menards and the Springfield Plaza shopping center. The Major Thoroughfare Plan classifies W. Farm Road 148/University Street and McCurry Street as collector roadways which support the proposed land uses. It is also within close-proximity of the Sunshine Street and McCurry Street intersection which is a major intersection of a collector and expressway.

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

STAFF COMMENTS:

1. The applicant is proposing to annex approximately 9.3 acres of private property and 0.3 acres of Greene County right-of-way. The property is also concurrently being processed with a rezoning from County C-1, Neighborhood Commercial District to R-MD, Medium Density Multi-Family Residential District, and GR, General Retail District, and establishing Conditional Overlay District No. 166. The proposed annexation is being processed concurrently with a rezoning and preliminary plat and will have a public hearing at the same City Council meetings. The applicant is proposing to construct a new multi-family development and retail establishment.

2. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.

3. The proposed annexation, preliminary plat and rezoning will allow the subject property to be developed similarly to adjacent properties in the City.

4. The proposed Conditional Overlay District will require the developer to subdivide, perform a traffic study and make any necessary improvements, dedicate additional right-of-way and construct sidewalks along Farm Road 148/University Street.

5. The proposed annexation does not contain a floodplain or stream buffer area.

6. The proposed annexation will include public right-of-way and the Greene County Highway Department supports the request to annex it.

7. The private property is currently served by the Brookline Fire Protection District.

8. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private property involved in this annexation is attached as Exhibit A.

PUBLIC NOTIFICATION:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. For the rezoning, the property was posted by the applicant at least 10 days prior to the public hearing. For the rezoning, public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

Notices sent to property owners within 185 feet: Mailed: 29 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

AT&T COMMENTS:

No comments.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

CU has no objection to annexation. Developer will be responsible to run extensions to serve the development with gas, water, electric as needed.

CLEAN WATER SERVICES COMMENTS:

No objection to annexation of the proposed area. Public sewer is available to the parent tract.

E-911 COMMENTS:

No comments.

ECONOMIC DEVELOPMENT COMMENTS:

No significant economic impact is anticipated with this request; however, additional City sales and property tax will be collected if property is rezoned and redeveloped as proposed.

FIRE DEPARTMENT COMMENTS:

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

2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5-mile (ISO diamond) response distance by less than .5 miles for the 1st due unit. ***This will not have a significant impact on our ISO rating.***

3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 4 minutes. The 2nd due company has an estimated total response time of 6 minutes. It is probable the standard of coverage benchmark could be met for single company responses and likely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2

Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. ***The department expects that it will be able to meet the initial unit baseline and benchmark, and probable it will meet the baseline and benchmark for the effective response force. This will not impact our accreditation.***

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

4. **Water Supply** – Currently there is adequate water supply to service the proposed area to be annexed. There are currently fire hydrants located adjacent to the site specified. Additional hydrants will be required inside the complex. ***The Fire Department does not have any concerns with the water supply for this proposed annexation.***

5. **Impact -** The Fire Department has estimated the residential development will be low impact, in the range of 20-30 responses annually, based off responses to similar complexes. ***The Fire Department does not have any concerns with the operational impact to the department or the City of Springfield.***

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

GREENE COUNTY HIGHWAY DEPARTMENT COMMENTS:

The Greene County Highway Department has no comment regarding the proposed annexation A-1-19.

POLICE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies W. Farm Road 148 as a Collector roadway. The standard right-of-way width for W. Farm Road 148 is 30 feet from the centerline. It appears approximately five feet of additional right-of-way needs to be acquired along the property frontage of W. Farm Road 148. A survey is recommended to determine the exact amount of existing right-of-way. A portion of W. Farm Road 148 is under Greene County jurisdiction. The intersection of University Street and McCurry Street is under City of Springfield jurisdiction.

TRAFFIC COUNTS & ON-STREET PARKING
There are no recent traffic counts for this section of W. Farm Road 148/University Street. On-street parking is not allowed along W. Farm Road 148.

DRIVEWAY ACCESS
There is currently two driveway access points to the property from W. Farm Road 148. Any new proposed driveway approaches must meet current minimum spacing requirements. Traffic prefers that only one driveway

access be taken to the site from W. Farm Road 148 that aligns with S. McCurry Street and utilizes a cross-access easement between the two proposed lots.

SIDEWALK
There is not currently sidewalk along the entire length of the property frontage of W. Farm Road 148. Sidewalk is required to be constructed along the entire length of the property frontage (where it is not currently existing) as a part of this development/rezoning.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION
The Wilson's Creek Greenway Trail is just to the west of the property pertaining to this rezoning. There are bus stops along W. Washita Street on the south side of Sunshine Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS
A Traffic Impact Study (TIS) is required to be submitted as a part of this annexation/rezoning/redevelopment of this property. The TIS must be approved before staff will support annexation/rezoning OR the TIS may be deferred until the time of development but must be written into the rezoning as a Conditional Overlay District. Any improvements required as a part of the TIS are required to be constructed and approved or funds escrowed, prior to issuance of a building permit. The requirement of the TIS is due to an increase of more than 1,000 additional trips during a weekday, as can be seen below in Table 1. There are numerous other improvements occurring in the area adjacent to the property pertaining to this annexation/rezoning. These improvements include construction of University Street, a new traffic signal at McCurry and Sunshine, a new traffic signal at Sunshine and Zimmer, Zimmer Avenue widening/sidewalk, to name a few. Any public improvements required as a part of the TIS will need to be coordinated with these recently completed/under construction improvements.

TRAFFIC - TABLE 1: ANNEXATION DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft)	Required Street ROW from Centerline (ft)
Street 1	W. Farm Road 148	Collector	No	25	30
		AM Peak	**PM Peak**	**Weekday**	**Weekend**
Existing Trips Generated (Mobile Home Park)		12.48	76.44	240	221.3
Existing Trips Generated (Vacant)		0	0	0	0
***Proposed Trips Generated**		79.4	156.05	1872	N/A
Additional Trips Generated		66.92	79.61	1632	N/A

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

STORMWATER COMMENTS:

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

The property is in the Wilson's Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. Buyout in lieu of on-site stormwater detention is not applicable as stormwater improvements are to be provided in that area. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required.

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

Public Works Stormwater Division	Response
Drainage Basin	Wilson's Creek
Is property located in Floodplain	No
Is property located on a sinkhole	No
Is stormwater buyout an option	No

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation..... January 28, 2019

City Council public hearing .....February 11, 2019

City Council second reading and vote .....February 25, 2019

One-rdg. _____
P. Hrngs. ___X___
Pgs. ___27___
Filed: ___02-05-19___

Sponsored by: ___Schilling___

First Reading: _____ Second Reading: _____

COUNCIL BILL ___2019- 030___ GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 9.3 acres of property generally located at 3851 West Farm Road 148/University Street from County C-1, Neighborhood Commercial District, to R-MD, Medium Density Multi-Family Residential District and GR, General Retail District; and establishing Conditional Overlay District No. 166; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 3851 West Farm Road 148/University Street, which is more fully described in "Exhibit B," from County C-1, Neighborhood Commercial District, to R-MD, Medium Density Multi-Family Residential District and GR, General Retail District and to establish Conditional Overlay District No. 166; and

WHEREAS, Conditional Overlay District No. 166 shall modify the requirements of the Springfield Land Development Code Section 36-383, Medium-Density Multi-Family Residential District and Section 36-421, General Retail District, by requiring that the property described in "Exhibit B" comply with the requirements described in "Exhibit A;" and

WHEREAS, following proper notice, a public hearing was held before the Planning and Zoning Commission, a copy of the Record of Proceedings from said public hearing is attached as "Exhibit C;" and

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

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

Section 1 – The property described in "Exhibit B" of this Ordinance, which is

attached hereto and incorporated herein by this reference, shall be, and the same hereby is, rezoned from, County C-1, Neighborhood Commercial District, to R-MD, Medium Density Multi-Family Residential District and GR, General Retail District and Conditional Overlay District No. 166 is hereby established. The requirements of Conditional Overlay District No. 166, which are described in “Exhibit A,” and are hereby incorporated by this reference as if set out verbatim herein, shall apply to the subject property; and the Springfield Land Development Code, Section 36-306, ‘Official zoning map and rules for interpretation’ of the Springfield Zoning Ordinance, is hereby amended, changed and modified accordingly.

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 -030

FILED: 02-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 9.3 acres of property generally located at 3851 West Farm Road 148/University Street from County C-1, Neighborhood Commercial District, to R-MD, Medium Density Multi-Family Residential District and GR, General Retail District, and establishing Conditional Overlay District No. 166; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-4-2019/ CONDITIONAL OVERLAY DISTRICT NO. 166

The applicant is proposing to rezone 9.3 acres of property from County C-1, Neighborhood Commercial District to R-MD, Medium Density Multi-Family Residential District, and GR, General Retail District, and establishing Conditional Overlay District No. 166. The applicant is proposing commercial uses in the front along University Street and a multi-family development behind it. The property is being processed concurrently with an annexation and preliminary plat and will have a public hearing at the same City Council meetings.

REMARKS:

The Planning and Zoning Commission held a public hearing on January 17, 2019, and recommended approval, by a vote of 6 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium or High-Density Housing. Townhouses and all various forms of apartment buildings are included in this category, which has been located where there is good traffic access, between Low-Density Housing and non-residential land uses, and at high-amenity locations. The most appropriate districts would be Low, Medium and High-Density Multi-Family Residential Districts. A request for GR, General Retail District at the intersection of Farm Road 148/University and McCurry Street is supported by the *Growth Management and Land Use Plan* because of its proximity to the West Bypass and Sunshine Street Activity Center and the

continued commercial development along Zimmer, McCurry and University Streets which has been spurred by Menards and the Springfield Plaza shopping center. The Major Thoroughfare Plan classifies West Farm Road 148/University Street and McCurry Street as collector roadways which support the proposed land uses. It is also within proximity of the Sunshine Street and McCurry Street intersection which is a major intersection of a collector and expressway.

2. This application meets the intent of the R-MD district which is to serve as a transition between major streets or commercial areas and lower density residential areas and for areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods. The property is located within a ½ mile of a developing commercial corridor and intersection at Sunshine Street and West Bypass.

3. The request is consistent with the recommendations of the *Revised Multi-Family Development Location and Design Guidelines* which will limit the development to 20 dwelling units per acre and requires specific design guidelines.

4. The proposed Conditional Overlay District will require the developer to subdivide, perform a traffic study and make any necessary improvements, dedicate additional right-of-way and construct sidewalks along Farm Road 148/University Street.

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Conditional Overlay District Provisions
Exhibit B, Legal Description
Exhibit C, Record of Proceedings
Exhibit D, Development Review Staff Report

ATTACHMENTS:
Attachment 1: Department Comments

Attachment 2: Multi-Family Development Location and Design Guideline Assessment
Attachment 3: Neighborhood Meeting Summary
Attachment 4: Conditional Overlay District Provisions
Attachment 5: Site Plan

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-4-2019 & CONDITIONAL OVERLAY DISTRICT NO. 166

The requirements of Section 36-383., Medium-Density Multi-Family Residential District and Section 36-421., General Retail District of the Springfield Zoning Ordinance shall be as modified herein for development within this district.

1. The subject property shall be subdivided along the zoning district boundaries following the current Subdivision Regulations.

2. The maximum density for the R-MD zoned lot is 24 dwelling units per acre for a maximum of 193 dwelling units.

3. The development of the subject property shall be in substantial conformance to the Multi-Family Location and Design Guidelines and the attached site plan (Attachment 3).

4. A traffic study is required if the proposed uses create an increase in trip generation of more than 1,000 trips daily. Any improvements required as a part of the TIS must be constructed and approved or funds escrowed, prior to issuance of a building permit. Depending on the results of the TIS, the single proposed driveway approach to/from W. Farm Road 148 may be required to align with McCurry Street and utilize cross-access between the two proposed lots.

5. Sidewalk is required to be constructed along the entire length of the property frontage on W. Farm Road 148/W. University Street.

6. Approximately five feet of additional right-of-way needs to be dedicated along the property frontage of W. Farm Road 148/University Street.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-4-2019 & CONDITIONAL OVERLAY DISTRICT NO. 166

THE SOUTH NINE (9) ACRES OF THE FOLLOWING DESCRIBED PROPERTY:
ALL COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTH HALF (S1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-NINE (29), RANGE TWENTY-NINE (29), RANGE TWENTY-TWO (22), THENCE WEST ALONG THE SOUTH LINE OF SAID S1/2 OF THE SW1/4 6 & 133/1000 CHAINS; THENCE NORTH 120 RODS TO THE CENTER OF A ROAD RUNNING NORTH SIDE OF SAID LANDS; THENCE EAST 6 & 133/1000 CHAINS; THENCE SOUTH 120 RODS TO THE POINT OF BEGINNING, IN GREENE COUNTY , MISSOURI, EXCEPT BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE EAST 8 FEET; THENCE SOUTHERLY TO A POINT 18 FEET EAST OF THE SOUTHWEST CORNER OF ABOVE DESCRIBED TRACT; THENCE WEST 18 FEET; THENCE NORTH TO POINT OF BEGINNING; ALSO EXCEPT ANY PART THEREOF DEEDED, TAKEN OR USED FOR ROAD, STREET, OR HIGHWAY PURPOSES.

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22); THENCE SOUTH 310.52 FEET TO THE SOUTHEAST CORNER OF A TRACT DEEDED IN BOOK 2064 AT PAGE 698 FOR POINT OF BEGINNING; THENCE WEST 391.98 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 55.57 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST 392.00 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 55.57 FEET TO THE POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR USED FOR ROADS.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-4-2019 & CONDITIONAL OVERLAY DISTRICT NO. 166
RECORD OF PROCEEDINGS
Planning and Zoning Commission January 17, 2019

Z-4-2019 w/COD #166 3851 West Farm Road 148 **Applicant:** A&R Property Developers, LLC	Preliminary Plat of Opal Sunset Subdivision 3851 West Farm Road 148 **Applicant:** A&R Property Developers, LLC

Combined the presentation for zoning and preliminary plat.

Mr. Hosmer stated that this is a request to rezone approximately 9.3 acres of property located at 3851 West Farm Road 148/ University Street from County C-1, Neighborhood Commercial District to R-MD, Medium Density Multi-Family Residential District, and GR, General Retail District, and establishing Conditional Overlay District No. 166. Comprehensive Plan identifies this as an appropriate area for Medium or High-Density Housing. The application meets the intent of the R-MD district which is to serve as a transition between major streets or commercial areas and lower density residential areas. The Major Thoroughfare Plan classifies West University Street and McCurry Street as collector roadways which both support the proposed land uses. The property is currently zoned C-1, in Greene Co. and is proposed to be annexed as part of the proposed rezoning. The request is consistent with the Multi-Family Design Guidelines which will limit the development to 24 dwelling units per acre. The COD will require the developer to subdivide, perform a traffic study and make any necessary improvements, dedicate additional right-of-way and construct sidewalks along Farm Road 148/University Street. Must substantially conformance to the Multi-Family Guidelines and the site plan. Staff recommends approval.

Mr. Hosmer stated that this is a request for a two-lot subdivision on 9.3 acres located at 3851 West Farm Road 148/ University Street. The Comprehensive Plan identifies this as an appropriate area for Medium or High-Density Housing. The subject property is currently outside the City Limits in unincorporated Greene County and once annexed will be considered a tract of record Lot 1 is proposed to be zoned to GR, General Retail District with COD #166 which requires a bufferyard adjacent to the proposed R-MD. 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. Staff recommends approval.

Mr. Doennig asked about the access between Farm Road 148 and Sunshine Street.

Mr. Hosmer stated that there is no access between Farm Road 148 and Sunshine Street, the access is off McCurry Street and will be connecting to West University.

Mr. Doennig opened the public hearing.

Mr. Rich Kramer, 8932 E. Riverview Drive, Rogersville, purchased the property a few years ago and hoping to improve the area and removed approximately 25 abandoned trailers.

Ms. Teresa Davison, 535 W. Battlefield, representative for the applicant. At the neighborhood meeting there were stormwater quality and retention questions as well as light concerns. The lights will be turned in towards the interior with a bufferyard and we also went with to the low end on medium density.

Mr. Dennis Perry, 3954 W. Portland, stating that this development (northside) backs up to his property and believes there is not enough of a bufferyard and voiced his concerns for privacy and how the apartments will be able to look directly into his backyard.

Mr. Michael Hampton, 1615 S. Delaware, architect of the project, noting that the northside units will be only two stories whereas the interior units are three stories and noted that they are trying to accommodate the neighbors and will keep the existing trees on the property edge.

Mr. Doennig asked about the height of the back buildings.

Mr. Hampton stated that the back buildings will be approximately 20’ to 30’ tall with 35’ to the lot line.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Mr. Jobe motioned to **approve** Z-4-2019 w/COD #166 (3851 West Farm Road 148). Ms. Broekhoven seconded the motion. Ayes: Doennig, Broekhoven, Shuler, Rose, Ogilvy, and Jobe. Nays: None. Abstain: None. Absent: Coltrin, Cox, and Thomas.

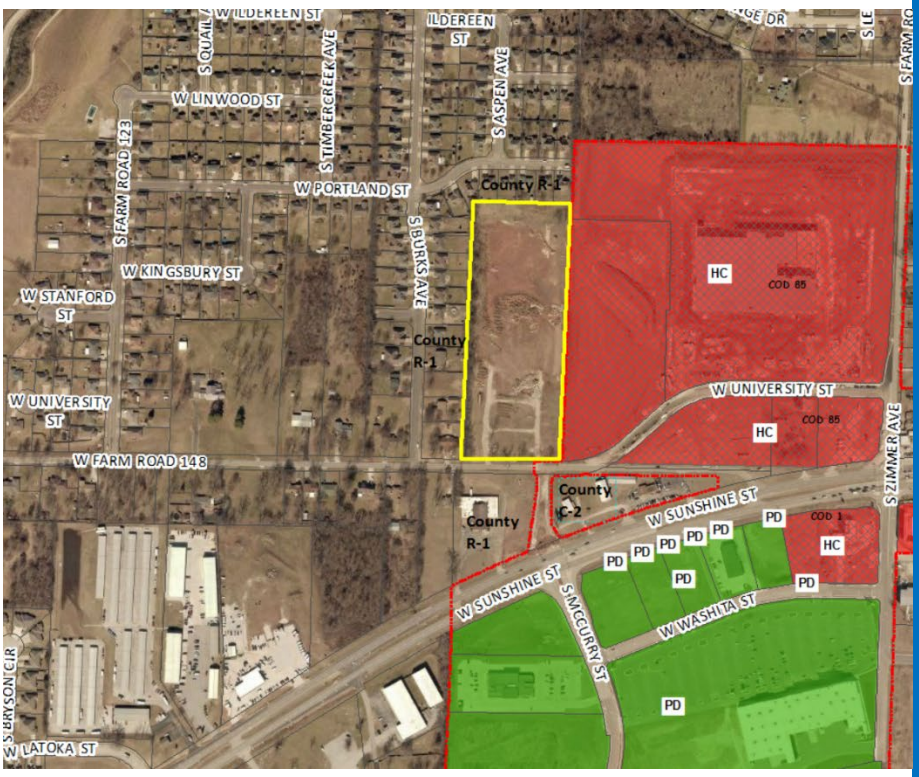
COMMISSION ACTION:
Mr. Jobe motioned to **approve** Preliminary Plat of Opal Sunset Subdivision (3851 West Farm Road 148). Mr. Rose seconded the motion. Ayes: Doennig, Broekhoven, Shuler, Rose, Ogilvy, and Jobe. Nays: None. Abstain: None. Absent: Coltrin, Cox, and Thomas.

Bob Hosmer, AICP
Principal Planner

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING: JANUARY 17, 2019

CITY COUNCIL PUBLIC HEARING: FEBRUARY 11, 2019



CASE NUMBER:
Z-4-2019 w/Conditional Overlay District No. 166

LOCATION:
3851 W. Farm Road 148/University St.

ACRES:
9.3 acres

EXISTING LAND USE:
Vacant, previously a manufactured home community

APPLICANT:
A&R Property Developers, LLC

STAFF:
Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION:
Move to approve to rezone from County C-1, Neighborhood Commercial District to R-MD, Medium Density Multi-Family Residential District, and GR, General Retail District, and establishing Conditional Overlay District No. 166 as submitted in the staff report

SUMMARY OF REQUEST:

Request to rezone approximately 9.3 acres of property from County C-1, Neighborhood Commercial District to R-MD, Medium Density Multi-Family Residential District, and GR, General Retail District, and establishing Conditional Overlay District No. 166.

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium or High-Density Housing. Townhouses and all various forms of apartment buildings are included in this category, which has been located where there is good traffic access, between Low-Density Housing and non-residential land uses, and at high-amenity locations. The most appropriate districts would be Low, Medium and High-Density Multi-Family Residential Districts. A request for GR, General Retail District at the intersection of Farm Road 148/University and McCurry Street is supported by the *Growth Management and Land Use Plan* because of its proximity to the West Bypass and Sunshine Street Activity Center and the continued commercial development along Zimmer, McCurry and University Streets which has been spurred by Menards and the Springfield Plaza shopping center. The Major Thoroughfare Plan classifies W. Farm Road 148/University Street and McCurry Street as collector roadways which support the proposed land uses. It is also within close proximity of the Sunshine Street and McCurry Street intersection which is a major intersection of a collector and expressway.

2. This application meets the intent of the R-MD district which is to serve as a transition between major streets or commercial areas and lower density residential areas and for areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods. The

property is located within a ½ mile of a developing commercial corridor and intersection at Sunshine Street and West Bypass.

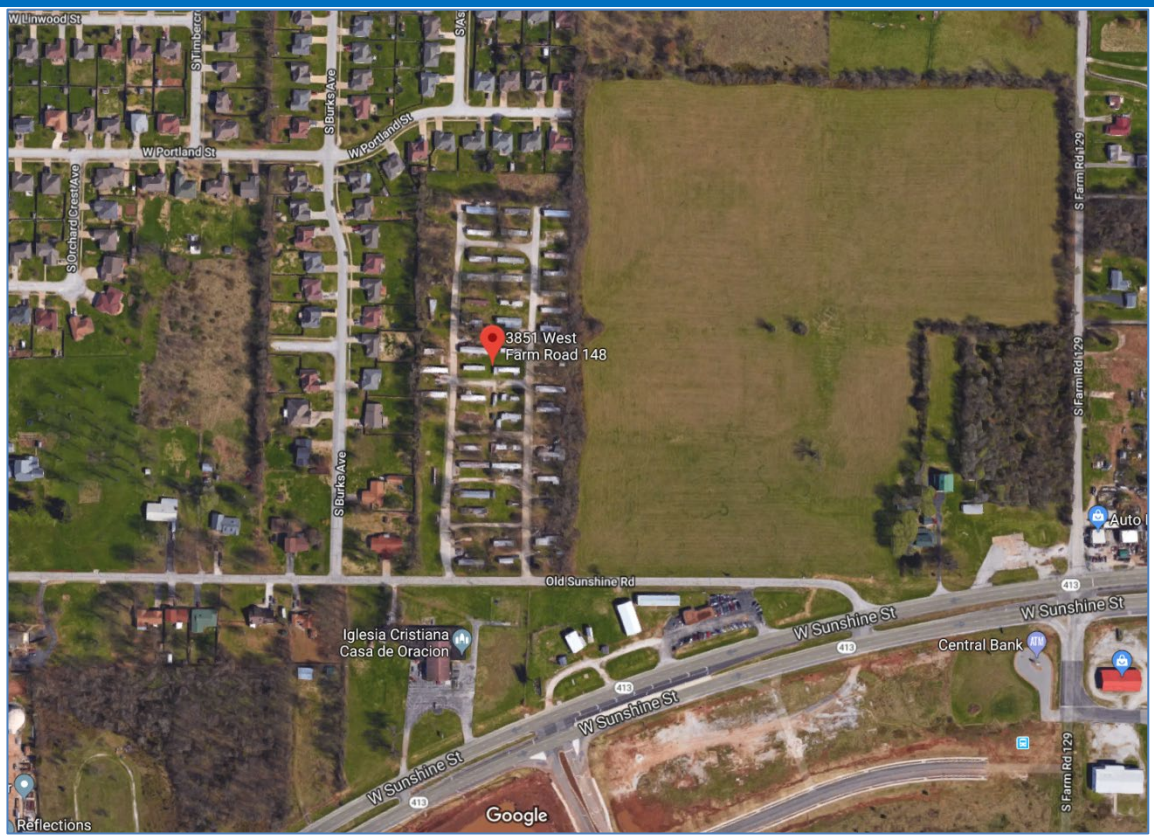
3. The request is consistent with the recommendations of the *Revised Multi-Family Development Location and Design Guidelines* which will limit the development to 24 dwelling units per acre and requires specific design guidelines.

4. The proposed Conditional Overlay District will require the developer to subdivide, perform a traffic study and make any necessary improvements, dedicate additional right-of-way and construct sidewalks along Farm Road 148/University Street.

SURROUNDING ZONING AND LAND USES:

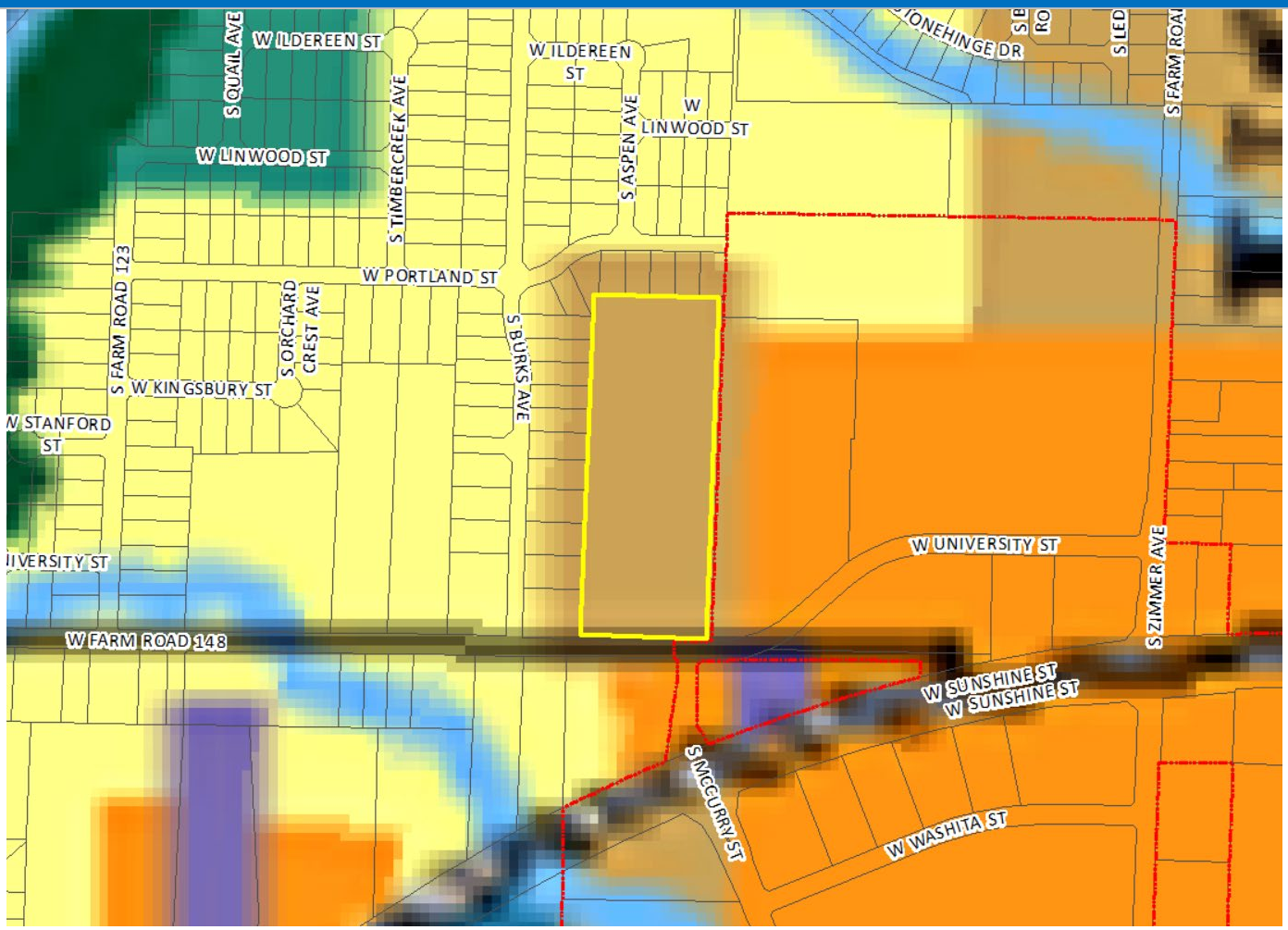
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	County R-1	County R-1	HC	County R-1
LAND USE	Single-family residential uses	Church	Retail uses and vacant/undeveloped land	Single-family residential uses

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

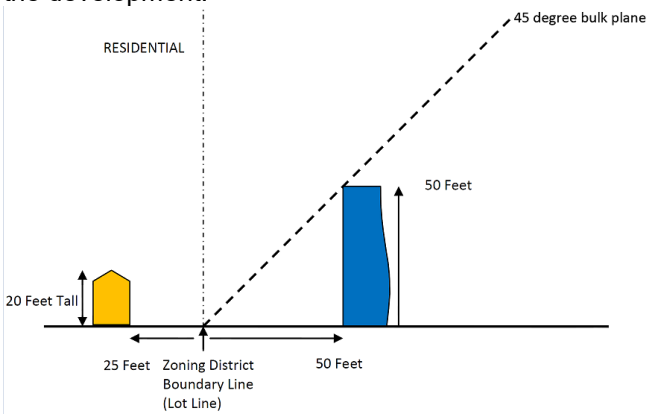
The subject property is currently zoned C-1, Neighborhood Commercial District and located within unincorporated Greene County. The owner is proposing to annex this property as part of the proposed rezoning.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR R-MD
Use Limitations	N/A
Maximum Structure Height	Thirty-five feet plus one additional foot for each additional two feet of setback provided on each side of the structure up to 75 feet. Above 75 feet, no additional setback is required.
Front Yard Setback	25 feet along a collector street
Side and Rear Setbacks	Rear: 12 feet (10% of lot depth) Side yard: 6 feet
Open Space Requirement	Not less than 20 percent
Design Requirements	Standard per code

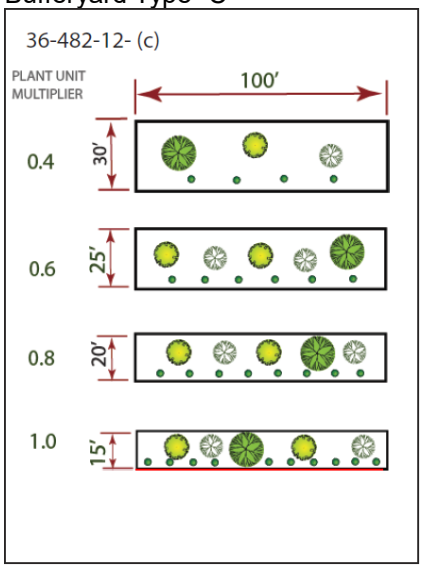
BULK PLANE

45 degree where property adjoins an R-SF district. This bulk plan would be required on the north, south and west of the development.

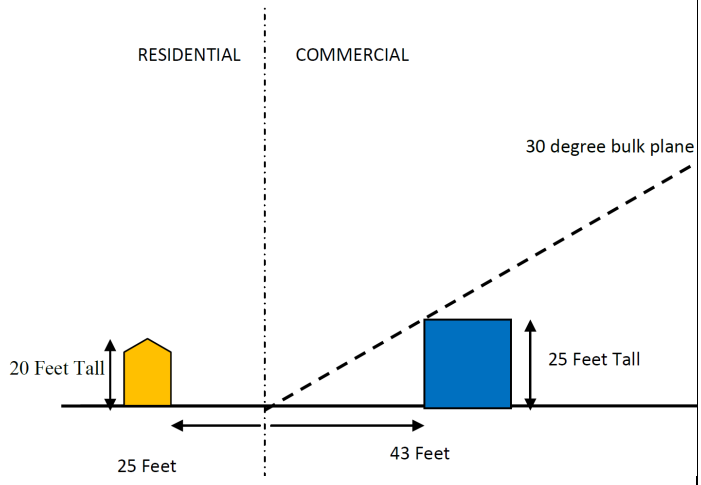
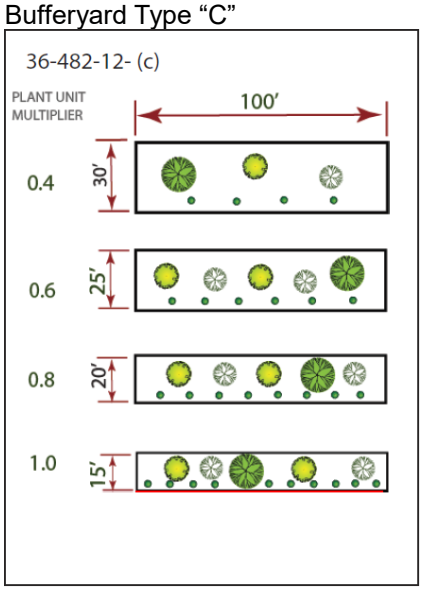


LANDSCAPING

Bufferyard Type "C"



CODE ITEM	REQUIREMENTS FOR GR
Use Limitations	(a) All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-421(2), permitted uses, as follows: 1. If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted,

	provided they meet the provisions of, and a conditional use permit is issued pursuant to section 36-363, conditional use permits, of this article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. 2. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services.
Maximum Structure Height	None, except that no building shall be higher than a 30-degree bulk plane adjacent to R-SF or R-TH Districts
Front Yard Setback	Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space and yard regulations
Side and Rear Setbacks	None, except as required by the supplemental open space and bufferyard requirements
Open Space Requirement	20%
Design Requirements	Standard per code
BULK PLANE	**LANDSCAPING**
	Bufferyard Type “C” 

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium or High-Density Housing. Townhouses and all various forms of apartment buildings are included in this category, which has been located where there is good traffic access, between Low-Density Housing and non-residential land uses, and at high-amenity locations. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers. The proximity of the proposed development to the West Bypass and Sunshine Street Activity Center will place residents in an area that

has many amenities such as shopping, and employment centers. The most appropriate districts would be Low, Medium and High-Density Multi-Family Residential Districts.

A request for GR, General Retail District at the intersection of Farm Road 148/University and McCurry Street is supported by the *Growth Management and Land Use Plan* because of its proximity to the West Bypass and Sunshine Street Activity Center and the continued commercial growth along University and McCurry Streets which has been spurred by Menards and the Springfield Plaza shopping center. The Major Thoroughfare Plan classifies W. Farm Road 148/University Street and McCurry Street as collector roadways which support the proposed land uses. It is also within close proximity of the Sunshine Street and McCurry Street intersection which is a major intersection of a collector and expressway.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 9.3 acres of property from County C-1, Neighborhood Commercial District to R-MD, Medium Density Multi-Family Residential District, and GR, General Retail District, and establishing Conditional Overlay District No. 166. The rezoning is being processed concurrently with an annexation and preliminary plat and will have a public hearing at the same City Council meetings.

2. The site was previously a manufactured home park which was recently cleared. The approval of this request will facilitate the redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

3. The applicant is requesting a maximum residential density of 24 dwelling units per acre. This density has been determined to be appropriate for this area based on an assessment completed under the Revised Multi-Family Development Location and Design Guidelines. That assessment resulted in a density of 20 dwelling units per acre. The developer is proposing a multi-family development with a density of 24 dwelling units per acre and will obtain the additional density under the Opportunity and Constraints section. Staff can support an increase in density based on the *Comprehensive* Plan identifying this area appropriate for Medium- to High-Density Housing. Further analysis of the proposed development under the Revised Multi-Family Development Location and Design Guidelines is attached (Attachment 2). The development must be in substantial conformance to the attached site plan (Exhibit 2).

4. A Traffic Impact Study (TIS) is required to be submitted as a part of this annexation/rezoning/redevelopment of this property. The TIS must be approved before staff will support annexation and rezoning OR the TIS may be deferred until the time of development but must be required through a Conditional Overlay District. Any improvements required as a part of the TIS are required to be constructed and approved or funds escrowed, prior to issuance of a building permit. The requirement of the TIS is due to an increase of more than 1,000 additional trips during a weekday, as can be seen below in Table 1. There are numerous other improvements occurring in the area adjacent to the property pertaining to this annexation and rezoning. These improvements include construction of University Street, a new traffic signal at McCurry and Sunshine, a new traffic signal at Sunshine and Zimmer, and Zimmer Avenue widening and sidewalk. Any public improvements required as a part of the TIS will need to be coordinated with these recently completed/under construction improvements.

5. This application meets the intent of the R-MD district which is to serve as a transition between major streets or commercial areas and lower density residential areas and for areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods. The property is located within a ½ mile of a developing commercial corridor and intersection at Sunshine Street and West Bypass.

6. The proposed Conditional Overlay District will require the developer to subdivide, perform a traffic study and make any necessary improvements, dedicate additional right-of-way and construct sidewalks along Farm Road 148/University Street.

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

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on November 14, 2018, regarding the request for rezoning. A summary of this meeting is attached (Attachment 2).

PUBLIC NOTIFICATION:

The public notice was advertised in the Daily Events 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.

Notices sent to property owners within 185 feet: Mailed: 29 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

CU has no objection to rezoning this property.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning. Public sewer is currently available.

We do need to see the proposed peak and average flow rates for the new development as soon as possible to check existing capacity.

FIRE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies W. Farm Road 148 as a Collector roadway. The standard right-of-way width for W. Farm Road 148 is 30 feet from the centerline. It appears approximately five feet of additional right-of-way needs to be acquired along the property frontage of W. Farm Road 148. A survey is recommended to determine the exact amount of existing right-of-way. A portion of W. Farm Road 148 is under Greene County jurisdiction. The intersection of University Street and McCurry Street is under City of Springfield jurisdiction**.**

TRAFFIC COUNTS & ON-STREET PARKING
There are no recent traffic counts for this section of W. Farm Road 148/University Street. On-street parking is not allowed along W. Farm Road 148.

DRIVEWAY ACCESS
There are currently two driveway access points to the property from W. Farm Road 148. Any new proposed driveway approaches must meet current minimum spacing requirements. Traffic prefers that only one driveway access be taken to the site from W. Farm Road 148 that aligns with S. McCurry Street and utilizes a cross-access easement between the two proposed lots.

SIDEWALK
There is not currently sidewalk along the entire length of the property frontage of W. Farm Road 148. Sidewalk is required to be constructed along the entire length of the property frontage (where it is not currently existing) as a part of this development/rezoning.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION
The Wilson's Creek Greenway Trail is just to the west of the property pertaining to this rezoning. There are bus stops along W. Washita Street on the south side of Sunshine Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS
A Traffic Impact Study (TIS) is required to be submitted as a part of this annexation/rezoning/redevelopment of this property. The TIS must be approved before staff will support annexation and rezoning OR the TIS may be deferred until the time of development but must required through a Conditional Overlay District. Any improvements required as a part of the TIS are required to be constructed and approved or funds escrowed, prior to issuance of a building permit. The requirement of the TIS is due to an increase of more than 1,000 additional trips during a weekday, as can be seen below in Table 1. There are numerous other improvements occurring in the area adjacent to the property pertaining to this annexation and rezoning. These improvements include construction of University Street, a new traffic signal at McCurry and Sunshine, a new traffic signal at Sunshine and Zimmer, and Zimmer Avenue widening/sidewalk, to name a few. Any public improvements required as a part of the TIS will need to be coordinated with these recently completed/under construction improvements.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	W. Farm Road 148	Collector	No	25	30

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated (Mobile Home Park)	12.48	76.44	240	221.3
Existing Trips Generated (Vacant)	0	0	0	0
***Proposed Trips Generated**	79.4	156.05	1872	N/A
Additional Trips Generated	66.92	79.61	1632	N/A

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

STORMWATER COMMENTS:

The property is in the Wilson's Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of any flooding problems in the area. If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. Buyout in lieu of on-site stormwater detention is not applicable as stormwater improvements are provided in that area. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. Concentrated points of discharge from these improvements will be required to drain into a certified natural surface-water channel, public right-of-way, or a drainage easement. Drainage easements must be provided for this conveyance.
3. Water quality will be required if disturbing more than one acre.
4. More detailed stormwater calculations will have to be submitted before any permits can be approved.

Public Works Stormwater Division	Response
Drainage Basin	Wilson's Creek
Is property located in Floodplain	No

Is property located on a sinkhole	No
Is stormwater buyout an option	No

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINE ASSESSMENT

The applicant is requesting approval of multi-family apartments on 8.07 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 11 points, which would allow up to 20 dwelling units per acre. The applicant has requested a density of 24 dwelling units per acre. The additional 4 dwelling unit per acre was determined to be allowed under the Opportunity and Constraints sections. Below is an analysis of the five categories used to calculate the Matrix score.

A. Land Use Accessibility (2/3 points)
   Two points were given for land use accessibility. There is a high employment concentration and medical/dental uses within a ¼ mile and a neighborhood retail mixture within a ½ mile.

B. Connectivity Analysis (2/5 points)
   Two out of a maximum of five points were given for connectivity. The proposed development received scores for its proximity to transit routes.

C. Road Network Evaluation (1/2 points)
   One point was given for the road network evaluation.

D. Design Guidelines (6/6 points)
   A maximum of six points were given for design guideline criteria. Below are the design considerations that have been incorporated into the proposed development.

   1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. Pedestrian-scale lighting shall be provided within the development lighting sources or luminaries that do have a cutoff shall not exceed a maximum of 30 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted conforming to these requirements for building permits.

   2. Building Scale and Articulation - Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall be in compliance with the attached site plan and elevations.

   3. Building Orientation and Interior Landscaping – All building orientations will address Farm Road 148/University Street to receive design points for this element. Landscaping and open spaces shown shall be provided with approved ground cover and/or plantings per required city ordinances and zoning requirements. Landscaping islands with plantings shall be located throughout the parking lot. A landscaping plan shall be submitted conforming to these requirements for building permits.

   4. Avoidance of Blank Walls along pedestrian circulation areas - Facades that face public streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features:

windows, entrances, arcades, arbors, awning (over windows or doors), distributed along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan and elevations

5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system.

6. Useable Recreational Area/Facility – A minimum of 20% usable open space is required. The applicant is providing 39%.

7. Amenities – The development will have a resident park, basketball court and swimming pool.

8. Preservation of Trees –All existing trees of 6" caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the attached site plan and the city ordinance.

E. Opportunities and Constraints

The opportunities and constraints listed in this document must be considered in evaluating a site for higher residential density.

1. How much higher density exists or is planned or approved for the area?

   If the Vision 20/20 Comprehensive Plan or other adopted plans or studies recommend a lower or higher density than that determined by the matrix calculation, staff may consider recommendation of a density more consistent with approved plans.

   The *Growth Management and Land Use Plan* recommended higher intensity at this location. The *Plan* recommended Medium to High Density Housing. Staff supports the requested additional 4 dwelling unit/acre in this Planned Development for apartments, retail and personal service uses which would complement the surrounding area that has higher intensity retail sales and personal service uses. The proposed development will also be mixed use and within proximity of an activity center which provides a variety of retail or personal service uses to be available to the multi-family residents. This property is currently zoned C-1, Neighborhood Commercial in the County which can be more intense than multi-family and the proposed development will be replacing a manufactured home development that had approximately 50 manufactured homes placed on it.

DENSITY: The assessment criteria resulted in a total of a maximum density of 20 dwelling units per acre. The applicant has requested a total density of 24 dwelling units per acre which the additional density awarded under the Opportunity and Constraints section.

Heithaus Engineering & Associates, Inc.

Consulting Engineering & Land Surveying – *Since 1979*

535 W. Battlefield St. Springfield, MO 65807 E-mail: HEI@heiweb.com
(417) 887-3238 Fax (417) 887-1940 www.heiweb.com

December 13, 2018

Re: **Neighborhood Meeting Summary**
PLN2018-#
Rezoning Request – 3851 W. Farm Road 148 (University St.)

The neighborhood meeting for this request was held on November 14th, 2018 between 4 pm to 6:30 pm at the Springfield-Greene County Botanical Center located at 2400 S. Scenic Ave, Springfield, MO 65807. From the mailers that were sent to neighbors within a 500-ft. radius, there were 9 neighbors that stopped by to inquire about the proposed zoning and discuss how it may impact them and their neighbors.

Many of the neighbors had previously been involved with the neighborhood meeting for Menards West and felt that the process had been frustrating. In visiting with them further, once the project moved forward with construction and with the store now being open, the neighbors felt better overall about the project. They were glad to have local companies involved in the rezoning process. It seemed their biggest complaint regarding the Menards West site was the lights from the Menards building and parking lot. We discussed that the proposed apartment development would help improve this condition as the buildings would be a barrier to the lights. Lighting for this project would be directed interior to the parking lot, the buildings and walkways.

Most of the neighbors had lived in the area for quite some time and were concerned how the development would impact their property values. We discussed the mobile home park which previously occupied this 9± acre property and housed approximately 50 mobile homes. The neighbors agreed they were pleased the property had been cleaned up. With that in mind, we noted that there was substantial cost involved in "cleaning up" the property for redevelopment including removing the mobile home units and decommissioning septic tanks, utilities, etc. The objective of rezoning to Residential-Medium Density was to be able to provide a nicer apartment development to help recover these costs as well as the costs for new infrastructure including sanitary sewer and water quality detention.

The neighbors noted the concern for the maximum height of the proposed apartment buildings. It was discussed that similar to a residential-single family homes, 2- and 3-story apartments would be appropriate for this development. We noted that the City would require a landscape buffer between this development and their existing single-family residential homes which would include screening. Many of the existing trees along the north and west sides of the property would be maintained to help establish this buffer. One of the neighbors noted that the existing fence along the west side of this property is about 5-ft. west of this property. I noted that the

survey information we have agrees with this and that any bufferyard screening would be required to be wholly within this development's boundaries and would not rely on their existing fences.

A few of the neighbors noted concerns with stormwater drainage as this development would drain thru their neighborhood. We discussed that although there is an existing detention basin in their subdivision that this will drain to, the proposed water quality detention basin will much larger and provide significantly more protection than what they have currently experienced. We compared the existing and proposed basin sizes noting how much larger the proposed basin would be in order to meet current City requirements.

The neighborhood meeting sign-in sheet is included with this summary.

Respectfully,

Teresa A. Davison

Teresa A. Davison, P.E.

Neighborhood Meeting - Sign In

Rezoning Request for 3851 W. Farm Road 148 (University St.)

Wednesday, Nov. 14th, 2018 (4 PM to 6:30 PM)

Name	Company	Address	Phone #	Fax #	E-Mail
Travis Liska		1714 S. Burks	(417) 766-3062		
Mary Samsel		4017 W. Farm Rd 148	476-5525		
Klova Helfrent		4011 W. Farm Road 148	865-6171		
Jenny Johnson		4103 W. Farm Rd 148			rjkrjjohnston@yahoo.com
CHRIS CARSON		1770 S BURKS	417-379-8862		
Karen Clayton		4076 W Linwood St	275-7752		
Ben Dalton		3962 W Portland			
Jovi & Dennis Perry		3954 W Portland	417 849 2136		
RICH KRAMER	A&R PROP. DEV.	709 N. MILLER	865.5959		

ATTACHMENT 4
CONDITIONAL OVERLAY DISTRICT PROVISIONS

The requirements of Section 36-383., Medium-density multi-family residential district and Section 36-421., General retail district of the Springfield Zoning Ordinance shall be as modified herein for development within this district.

1. The subject property shall be subdivided along the zoning district boundaries following the current Subdivision Regulations.

2. The maximum density for the R-MD zoned lot is 24 dwelling units per acre for a maximum of 193 dwelling units.

3. The development of the subject property shall be in substantial conformance to the Multi-Family Location and Design Guidelines and the attached site plan (Attachment 3).

4. A traffic study is required if the proposed uses create an increase in trip generation of more than 1,000 trips daily. Any improvements required as a part of the TIS must be constructed and approved or funds escrowed, prior to issuance of a building permit. Depending on the results of the TIS, the single proposed driveway approach to/from W. Farm Road 148 may be required to align with McCurry Street and utilize cross-access between the two proposed lots.

5. Sidewalk is required to be constructed along the entire length of the property frontage on W. Farm Road 148/W. University Street.

6. Approximately five feet of additional right-of-way needs to be dedicated along the property frontage of W. Farm Road 148/University Street.

DESIGN GUIDELINES

IN ORDER TO OBTAIN 3 POINTS IN THE DESIGN GUIDELINE CATEGORY, AT LEAST 50% OF THE APPLICABLE ITEMS IN EACH CATEGORY SHALL BE OBTAINED. BELOW IS THE SUMMATION:

DESIGN TO ENCOURAGE PEDESTRIAN ACTIVITY: 100%

1. PEDESTRIAN AMENITIES	COMPLIANT
2. BUILDING SCALE & ARTICULATION	COMPLIANT
3. BUILDING ORIENTATION & LANDSCAPING	COMPLIANT
4. AVOIDANCE OF BLANK WALLS	COMPLIANT
5. HISTORIC DECONSTRUCTION	NON-APPLICABLE
6. ON-STREET PARALLEL PARKING	NON-APPLICABLE

PROVIDE A GOOD CIRCULATION SYSTEM: 100%

1. EXTERNAL CONNECTIVITY	COMPLIANT
2. INTERNAL CONNECTIVITY	COMPLIANT
3. TRAIL CONNECTIONS	NON-APPLICABLE
4. SHARED DRIVEWAYS	NON-APPLICABLE
5. STREET ALIGNMENT	NON-APPLICABLE
6. INTERNAL STREETS	NON-APPLICABLE

RESPECT THE NATURAL ENVIRONMENT: 100%

1. USEABLE RECREATIONAL AREA/FACILITY	COMPLIANT
2. AMENITY CALCULATION	COMPLIANT
3. PRESERVATION OF STEEP SLOPES & TREES	COMPLIANT

SITE DATA

1. CURRENT ZONING:
   (C-1 COUNTY)

   PROPOSED ZONING:
   - MEDIUM DENSITY RESIDENTIAL (R-MD)
2. MAX UNIT COUNT: 24/ACRE @ 8.1 ACRES = 193
3. PARKING STALL COUNT:
   SURFACE: 316
4. MAX ALLOWABLE HEIGHT: 35'-0"
   PROPOSED HEIGHT DISTRIBUTION:
   3 STORY - 32'-0"
5. OPEN SPACE REQUIRED: 20%
   OPEN SPACE SHOWN: 39%

ELEVATION NOTES

CONCEPTUAL EXTERIOR ELEVATIONS ARE FOR REFERENCE ONLY. FINAL DESIGN SHALL COMPLY WITH THE THE FOLLOWING PARAMETERS:

1. STREET FACING WALLS THAT ARE GREATER THAN 50' IN LENGTH SHALL BE ARTICULATED AT LEAST EVERY 25' WITH BAYS, PROJECTIONS, OR RECESSES.

2. BUILDINGS ADJACENT TO THE STREET SHALL BE SITUATED ON THE SITE TO PROVIDE PEDESTRIAN ACCESS TO THE STREET, AND SHALL NOT HAVE PARKING LOTS BETWEEN STREETS AND STREET-FACING BUILDINGS.

3. FACADES THAT FACE STREETS/PEDESTRIAN FRONTAGE THAT ARE GREATER THAN 25' IN LENGTH SHALL BE SUBDIVIDED AND PROPORTIONED USING AT LEAST ONE OF THE FOLLOWING FEATURES: WINDOW, ENTRANCES, ARCADES, ARBORS, OR AWNINGS, DISTRIBUTED ALONG THE FACADE AT LEAST ONCE EVERY 25'.

SITE DATA & LEGEND

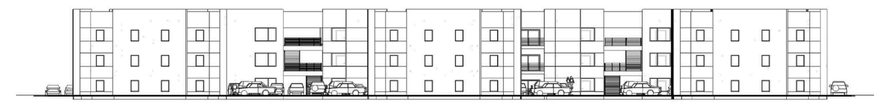
TOTAL AREA:	8.07 ACRES (351,821 sf)
BUILDING COVERAGE + MISC. PAVING:	101,080 sf (28%)
OPEN SPACE:	130,000 sf (39.0%)
VEHICULAR USE:	92,000 sf (26%)

- BIKE RACK
- 15' TALL LAMP POST
- PROPOSED VEGETATION (2" DIA MIN @ 54")
- BENCH SEATING
- PROPOSED BUILDING FOOTPRINT
- PROPOSED PAVING
- UNHATCHED AREAS INDICATE LIVING GROUND

UNIT / PARKING DATA

UNIT MIX	PARKING REQUIRED
1 & 2 BEDROOM UNITS - 193 UNITS TOTAL	193 x 1.5 = 290 REQUIRED 316 PROVIDED

NORTH ELEVATION NTS



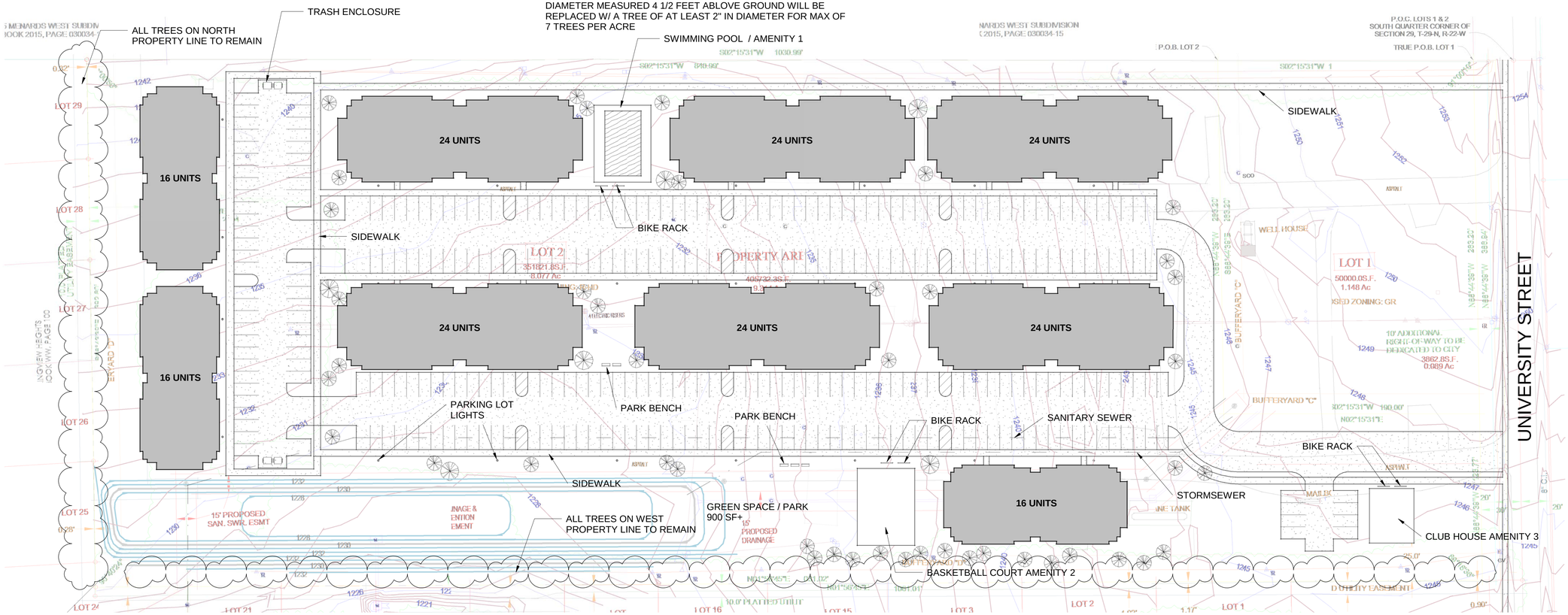
SOUTH ELEVATION NTS

NOTE: PER FIRE CODE SECTION D106 EXCEPTION, PROJECTS HAVING UP TO 200 MULIT-FAMILY DWELLING UNITS MAY HAVE A SINGLE APPROVED FIRE APPARATUS ACCESS ROAD WHEN ALL BUILDINGS, INCLUDING NON-RESIDENTIAL OCCUPANCIES, ARE EQUIPPED THROUGHOUT WITH APPROVED AUTOMATIC SPRINKLER SYSTEMS INSTALLED IN ACCORDANCE WITH SECTION 903.3.1

EAST ELEVATION NTS

WEST ELEVATION NTS

GENERAL - ALL EXISTING TREES SIX INCHES OR GREATER IN DIAMETER MEASURED 4 1/2 FEET ABLOVE GROUND WILL BE REPLACED W/ A TREE OF AT LEAST 2" IN DIAMETER FOR MAX OF 7 TREES PER ACRE



ATTACHMENT 5

1 **SITE PLAN**
1" = 40'-0"

Architect of Record

PRELIMINARY - NOT FOR CONSTRUCTION

Certificate of Authority: A-2014032536

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Drawings and Specifications as instruments of service are and shall remain the property of the Architects. They are not to be used on other projects or extensions to this project except by agreement in writing with appropriate compensation to the Architect.

Contractor is responsible for construction means methods and techniques, sequences or procedures or for safety precautions and programs in connection with the project.

OPAL SUNSET

ADDRESS TBD

ARKIFEX STUDIOS
P.O. BOX 11242
SPRINGFIELD, MO 65808

project #: PROJECT NUMBER
date: DATE

A1.1
SITE PLAN

12/11/2018 11:04:24 AM

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 02-05-19

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 031 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Cost Sharing Agreement with Springfield Public Schools for the purpose of constructing a sewer main extension and driveway modifications; and amending the budget for Fiscal Year 2018-2019 in the total amount of $57,452.40.

WHEREAS, the City of Springfield is currently engaged in widening Primrose Street from South Avenue to Kimbrough Avenue; and

WHEREAS, the Primrose widening project is anticipated to begin in the spring of 2019, and will widen Primrose to five lanes, update stormwater conveyances, improve sidewalks and ADA facilities, upgrade signals, add bike lanes, and relocate gas and water utilities; and

WHEREAS, Springfield Public Schools has approached the City with extending a sewer main across Primrose to service their athletic facility and with improving the south driveway access to Kickapoo High School, off Jefferson Avenue; and

WHEREAS, the Cost Sharing Agreement, attached hereto as “Exhibit A,” obligates Springfield Public Schools to reimburse the City for the sewer extension and driveway improvements; and

WHEREAS, while the sewer work ($54,662.40) and driveway work ($2,790.00) is estimated at $57,452.40, the actual costs of the improvements will be fully reimbursed by Springfield Public School; and

WHEREAS, the budget adjustment associated with the Cost Sharing Agreement amends the Fiscal Year 2018-2019 budget for the Department of Public Works in the amount of $2,790.00 and the budget of the Department of Environmental Services in the amount of $54,662.40, to appropriate the anticipated reimbursement from Springfield Public Schools.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a Cost Sharing Agreement with Springfield Public Schools, said agreement to be in substantially the same form as that document attached hereto and incorporated herein by this reference as "Exhibit A."

Section 2 – The budget for the City of Springfield, Missouri, for Fiscal Year 2018-2019, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0021, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit B."

Section 3 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City, consistent with this Ordinance.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-031

FILED: 02-05-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Cost Sharing Agreement with Springfield Public Schools for the purpose of constructing a sewer main extension and driveway modifications; and amending the budget for Fiscal Year 2018-2019, in the total amount of $57,452.40.

BACKGROUND INFORMATION: The City of Springfield is widening Primrose Street from South Avenue to Kimbrough Avenue. The project is funded by the ¼-Cent Capital Improvements Sales Tax and is already budgeted. The project is expected to begin in the spring of 2019. The overall project will widen Primrose to five lanes, update stormwater conveyances, improve sidewalks and ADA facilities, upgrade signals, add bike lanes to Primrose Street, and relocate gas and water utilities. Kickapoo High School is within the project limits and would like to extend a sewer main across Primrose Street to service their athletic facilities. Additionally, they would like to improve the south driveway access to the high school off Jefferson Avenue. This Cost Sharing Agreement allows the sewer extension and the driveway modifications to be built within the City's Primrose Street – South Avenue to Kimbrough Avenue project by the City's awarded contractor, and Springfield Public Schools ("SPS") agrees to pay the City for these improvements. The sewer work ($54,662.40) and driveway work ($2,790.00) is estimated at $57,452.40 within the agreement, and actual costs will be fully reimbursed by SPS.

Supports the following City Council Priorities:

- Public safety
- Economic vitality
- Fiscal sustainability

REMARKS: Public Works and Environmental Services recommend approval of this Council bill and budget adjustment.

Submitted by:

Martin Gugel,
Assistant Director of Public Works

Recommended by:

Dan Smith,
Director of Public Works

Recommended by:

Errin Kemper,
Director of Environmental Services

Approved by:

Jason Gage,
City Manager

Exhibit A

COST SHARING AGREEMENT FOR PRIMROSE STREET IMPROVEMENTS BETWEEN SOUTH AVENUE AND KIMBROUGH AVENUE.

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between Springfield Public Schools ("SPS") and the City of Springfield, Missouri, a Municipal corporation ("City").

WITNESSETH:

WHEREAS, City desires to widen Primrose Street from South Avenue to Kimbrough Avenue, which would finish the widening projects on Primrose Street between Campbell Avenue and Glenstone Avenue; and

WHEREAS, SPS desires to include a sewer extension for their new athletic facilities within the City's Primrose Widening project; and

WHEREAS, City and SPS desire to partner together to accomplish these goals.

THEREFORE, in order to memorialize the terms and conditions of the parties' agreement for the Primrose Street – South Avenue to Kimbrough Avenue project, the sewer line extension, and the Jefferson Avenue driveway modifications, the parties agree as follows:

1. Rights of way and easements.

    a. SPS agrees, at its sole cost and expense, to dedicate any required easements needed to construct and maintain the sewer line extension on all properties owned by SPS.

    b. SPS agrees, at its sole cost and expense, to dedicate any required easement needed to construct and maintain the Jefferson Avenue driveway modification.

2. Financial Responsibilities. SPS agrees to cover all costs associated with the extension of the sewer line and the modifications to the south driveway access to Kickapoo High School on Jefferson Avenue, which the parties hereto anticipate to cost the approximate amounts shown on the cost estimate, attached as Exhibit 1. Costs shall be handled on a unit price basis and include actual cost on completion, overruns and underruns inclusive.

    a. Sewer line extension. SPS agrees to cover all costs associated with the installation of the sewer line, including any plan review, permits, connection fees, material costs, and labor costs. Location map is attached as Exhibit 2.

    b. Jefferson Avenue South Driveway. The City agrees to modify the flares in the approach of the south driveway on Jefferson Avenue. SPS agrees to provide any

access easements necessary for the City's contractor to properly perform this work. SPS agrees to cover all costs associated with the driveway modifications. Location map is attached as Exhibit 3.

SPS shall make payment to the City for the items in Exhibit 1 based off the actual bid prices, due within thirty (30) days of the acceptance of the bids for this project. SPS agrees to cover the cost for any item requested by SPS as the final construction plans are developed that is not included in this agreement. Once final actual costs of the completed project are determined, SPS will pay for any additional actual costs over the estimated costs for the items in Exhibit 1, and any other additional items they may request as noted, or the City will make a refund to SPS if the final cost for Exhibit 1, and any other additional items requested by SPS are less than the amount SPS had previously paid.

3. Maintenance and Ownership. SPS agrees to perpetually maintain items located on SPS property, and the south driveway approach on Jefferson Avenue. SPS also agrees to dedicate any necessary easements associated with City requirements for the sewer line extension and the Jefferson Avenue driveway modifications.

4. Construction Plans and Permits. All plans and permits for the sewer extension shall be paid for by SPS, and the construction will be managed by City in accordance with the Public Works General Conditions and Technical Specifications for Public Improvements. Once finally developed, the construction plans will be designated as Exhibit 4 and will be attached hereto and incorporated herein by reference.

5. Start Time. Unless both parties mutually agree, the construction start time is anticipated to start in the summer of 2019.

6. Prevailing Wage. SPS acknowledges that all labor utilized in the construction of the project shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

7. Conflict of Interest. In accepting this contract, SPS certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo Section 105.450 et seq. shall not be violated.

8. Assignment. SPS shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto.

9. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and SPS at the following addresses:

The School District of Springfield R-12
Attn: Bryan Saunders
Address: 1359 E. St. Louis Street
Springfield, MO 65802
Phone: 417-631-7218
Email:@spsmail.org

City of Springfield
Attn: Director of Public Works
840 N. Boonville, PO Box 8368
Springfield, MO 65802
Fax: 417-864-1929

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

10. Entirety. This agreement, and any Exhibits or Attachments referenced in said agreement, contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter of this Agreement. All amendments to this Agreement, whether by modification or supplementation, shall be in writing and signed and approved by City and SPS.

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

12. Termination. If the City cannot obtain the necessary Right-of-Way and easements to build the Primrose Street – South Avenue to Kimbrough Avenue project, the terms in this contract are void.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the date first written above.

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Director or Acting Director of Finance

APPROVED AS TO FORM

_____
Assistant City Attorney

SPS

Signature: _____

_____
(Print name and title)

Date: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
Assistant City Manager

Date: _____

COST ESTIMATE

FOR
SANITARY SEWER IMPROVEMENTS AND DRIVEWAY IMPROVEMENTS ON JEFFERSON AVENUE AT KICKAPOO HIGH

KICKAPOO SPORTS COMPLEX SANITARY SEWER IMPROVEMENTS

Item No.	Description	Quantity	Units	Unit Price	Extended Price
1	MOBILIZATION	1.00	LS	$5,500.00	$5,500.00
2	MISC. DEMOLITION & REMOVALS INCLUDING PAVEMENT REMOVAL	1.00	LS	$4,000.00	$4,000.00
3	REMOVAL & REINSTALLATION OF FENCES & SIDEWALK	1.00	LS	$650.00	$650.00
4	FINE GRADING, INCLUDES PLACEMENT OF 6" THICK "IMPORTED" TOPSOIL	37.00	CY	$36.00	$1,332.00
5	CLEAN-UP, SEEDING AND FERTILIZER	2000.00	SF	$0.50	$1,000.00
6	CONSTRUCTION STAKING	1.00	LS	$800.00	$800.00
7	TEMPORARY TRAFFIC CONTROL	1.00	LS	$3,500.00	$3,500.00
8	6" COMPACTED TYPE 5 AGGREGATE UNDER PAVEMENT ON LINDELL	73.80	SY	$6.00	$442.80
9	7" PLANT MIX BITUMINOUS SURFACE ON LINDELL	73.80	SY	$70.00	$5,166.00
10	6" COMPACTED TYPE 5 AGGREGATE UNDER PAVEMENT ON PRIMROSE	88.60	SY	$6.00	$531.60
11	11" PLANT MIX BITUMINOUS SURFACE ON PRIMROSE	88.60	SY	$70.00	$6,202.00
12	8" SDR-35 SANITARY SEWER PIPE WITH FULL GRANULAR BACKFILL	177.38	LF	$100.00	$17,738.00
13	4'(ID) PRECAST CONCRETE MANHOLE	2.00	EA	$3,260.00	$6,520.00
14	CONNECT TO EXISTING SEWER MANHOLE	1.00	EA	$800.00	$800.00
15	6" X 8" PVC TEES	1.00	EA	$100.00	$100.00
16	6" PVC SEWER LATERAL	10.00	LF	$38.00	$380.00
				TOTAL	**$54,662.40**

DRIVEWAY IMPROVEMENTS

1	MISC. DEMOLITION & REMOVALS INCLUDING PAVEMENT REMOVAL	1.00	LS	$1,000.00	$1,000.00
2	8" CONCRETE DRIVEWAY APPROACH PAVEMENT (INCLUDING 4" TYPE 5 AGGREGATE BASE)	16.00	SY	$65.00	$1,040.00
3	PORTLAND CEMENT CURB	30.00	LF	$25.00	$750.00
				TOTAL	**$2,790.00**

GRAND TOTAL $57,452.40

CITY OF Springfield

EXHIBIT 2

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

CITY OF Springfield

EXHIBIT 3

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
0021

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46110	20	73020	414110	102312	00000	2,790.00	Springfield Public School Reimbursement - Jefferson Ave/ Kickapoo High School South Driveway Access Improvement
53020	08	33520	414110	000000	00000	54,662.40	Springfield Public School Reimbursement - Sewer Main Extension Across Primrose To Serve Kickapoo Athletic Facilities
Net Revenue Adjustment						57,452.40	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46110	20	73020	509110	102312	00000	2,790.00	Jefferson Ave/Kickapoo High School South Driveway Access Imp.
53020	08	33520	509110	000000	00000	54,662.40	Sewer Main Ext. Across Primrose To Serve Kickapoo Athletic Facilities
Net Expenditure Adjustment						57,452.40	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To appropriate reimbursement from Springfield Public Schools for a driveway improvement on Jefferson and a sewer main extension across Primrose to serve Kickapoo facilities as part of the Primrose - South Avenue to Kimbrough improvement project based on a Cost Sharing Agreement. The Primrose - South Avenue to Kimbrough improvement project is funded by the 1/4 Cent Capital Improvement Sales Tax and is already budgeted.

Requested By:

Department Head Date

Approved By:

Director of Finance Date

City Manager Date

Authorization:

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

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 02-05-19

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 032 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the plans and specifications for the Primrose Street – South Avenue to Kimbrough Avenue Project, referenced as Plan No. 2013PW0042WT; accepting the bid of Hartman & Company, Inc., in the amount of $2,381,698.00, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

_____

WHEREAS, the Primrose Street – South Avenue to Kimbrough Avenue Project, referenced as Plan No. 2013PW0042WT ("Project"), generally entails the widening of Primrose Street to five lanes between South Avenue and Kimbrough Avenue; and

WHEREAS, Hartman & Company, Inc., is the lowest responsive and responsible bidder for the Project; and

WHEREAS, bids for this Project were solicited by advertisement in *The Daily Events* from December 27, 2018, through January 2, 2019, and all bids were opened on January 22, 2019.

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

Section 1 – City Council hereby approves the plans and specifications for the Primrose Street – South Avenue to Kimbrough Avenue Project, referenced as Plan No. 2013PW0042WT, and accepts the bid of Hartman & Company, Inc., for said project, at the price and sum of $2,381,698.00, except as said sum may be lawfully increased or decreased by the actual quantities of work units involved.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a contract with said bidder, said contract to be in substantially similar form to the document attached hereto, and incorporated herein by this reference, as "Exhibit B," and in accordance with the terms of the bid, the plans, and the specifications.

Section 3 – All workers performing work under the contract attached hereto as "Exhibit B," shall be paid a wage of no less than the prevailing hourly rate of wages for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable. Contractor shall fully comply with the provisions and requirements of the Missouri State Prevailing Wage Law. Contractors and any subcontractor performing work under this contract must provide a 10-hour Occupational Safety and Health Administration ("OSHA") construction safety training program, or similar program approved by the Department of Labor, for on-site employees, unless employees demonstrate they previously completed the program.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-032

FILED: 02-05-19

ORIGINATING DEPARTMENT: Department of Public Works

PURPOSE: Approving the plans and specifications for the Primrose Street – South Avenue to Kimbrough Avenue Project, referenced as Plan No. 2013PW0042WT; accepting the bid of Hartman & Company, Inc., in the amount of $2,381,698.00, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION:

This project will widen Primrose Street to five lanes between South Avenue and Kimbrough Avenue (see location map "Exhibit A"). The project includes the addition of bike lanes, sidewalks, storm sewer, curb and gutter, gas and water renewals, traffic signal upgrades at the intersection of Jefferson Avenue and Primrose Street, and extension of a sewer main to serve the Kickapoo High School athletic facilities.

Bids were solicited for this project by advertising in *The Daily Events* from December 27, 2018, through January 2, 2019. Bids were opened for the project at 10:30 a.m. on January 22, 2019. Two bids were received, but one of the bids was not considered responsive due to missing information. The opened bid was as follows:

Contractor	Bid Amount
Hartman & Company, Inc.	$2,381,698.00
Engineer's Estimate	$3,313,706.25

The low bid, if accepted, will be funded from the 1/4-Cent Capital Improvements Sales Tax and is already budgeted. Gas and water utility improvements included in the project total $447,422.10 and will be reimbursed by City Utilities. The sanitary sewer improvements included in the project total $48,951.25 and will be reimbursed by Springfield Public Schools. This will reduce the net City cost to $1,885,324.65.

Supports the following City Council Priorities:

- Public Safety
- Economic vitality
- Fiscal sustainability

REMARKS: Public Works recommends acceptance of the bid of Hartman & Company, Inc., as the lowest responsible bid and passage of this Ordinance.

Submitted by:

Martin Gugel, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

CITY OF Springfield

PLAN #2013PW0042WT

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	**TERMINATION DATE**	**CONTRACT NUMBER:**	

CITY	**CONTRACTOR**
CITY OF SPRINGFIELD	**NAME:** **HARTMAN & COMPANY, INC.**
840 BOONVILLE, P.O. BOX 8368	**ADDRESS:** **1200 E. WOODHURST STREET, SUITE J200**
SPRINGFIELD, MO 65802	**SPRINGFIELD, MO 65804**
PHONE: (417) 864- **FAX: (417) 864-**	**PHONE:** **417-882-2062**
ATTN:	**FAX:** **417-882-2702**
DEPT.: **PUBLIC WORKS**	**ATTN:** **DEAN HARTMAN**

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Primrose Street – South Avenue to Kimbrough Avenue
Plan No. 2013PW0042WT

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is $75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than $75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds $75,000.00.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, City Utilities of Springfield, and the Board of Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield, City Utilities of Springfield, and the Board of Utilities, against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield,

City Utilities of Springfield, and the Board of Utilities. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368; and

City Utilities of Springfield, P.O. Box 551, Springfield, MO 65801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City**.**

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield, City Utilities of Springfield, Missouri, and the Board of Utilities through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

e. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

f. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $2,381,698 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

6. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of $4,200 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor’s failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

8. Termination for Cause. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for

any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Termination for Convenience of City. The City shall have the right at anytime by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

11. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

12. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

13. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

14. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the

Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **Two Million Three Hundred Eighty-One Thousand Six Hundred Ninety-Eight Dollars and No Cents ($2,381,698.00)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

15. Contract Documents. The contract documents shall consist of the following:

- **a.** This Contract
- **b.** All Change Orders
- **c.** Bid Plans and Specifications
- **d.** City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (07-01-13 Revised Edition)
- **e.** Special Conditions & Provisions
- **f.** Proposal
- **g.** Statement of Bidder's Qualifications
- **h.** Acknowledgment
- **i.** Performance Bond
- **h.** Payment and Material Bond
- **k.** Instructions to Bidders
- **l.** Non-collusion Affidavit
- **m.** Notice to Proceed

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

16. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

17. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo Section 105.450 et seq. shall not be violated.

18. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

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

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

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

20. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

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

22. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

23. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

24. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

25. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

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

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

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

RECOMMENDED BY:

_____
Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Director of Finance or Acting Director

APPROVED AS TO FORM

_____
City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed: 2-19-19

Sponsored by: Fisk

COUNCIL BILL 2019- 041 RESOLUTION _____

A RESOLUTION

TO INITIATE amendments to the Springfield Land Development Code to address and allow for the implementation of Amendment 2 of the Missouri Constitution, 'Medical Marijuana,' in various districts. (Planning Staff recommends approval.)

WHEREAS, on November 6, 2018, the Citizens of Missouri adopted Amendment 2 to the Missouri Constitution, to allow for the regulated use of "Medical Marijuana," including the manufacture, infusion, cultivation and retail sales; and

WHEREAS, the Amendment places certain restrictions, grants certain powers and places limitations on local governments in the implementation of the Amendment; and

WHEREAS, the recommendation of the Planning and Zoning Commission is desired concerning this matter.

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

Section 1 – Staff is directed to prepare amendments to the Springfield Land Development Code, to consider the time, place and manner of implementation of the requirements of Amendment 2.

Section 2 – The proposal for these amendments to the Land Development Code shall be transmitted to the Planning and Zoning Commission for Commission's report and recommendation, as provided in Section 36-367(2) of the Zoning Ordinance.

Section 3 – This Resolution shall be effective immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019- 041

FILED: 02-19-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To initiate amendments to the Springfield Land Development Code to address and allow for the implementation of Amendment 2 of the Missouri Constitution, 'Medical Marijuana,' in various districts.

BACKGROUND INFORMATION: Missouri voters approved Amendment 2 to the Missouri Constitution on November 6, 2018. This amendment allows the regulated use of medical marijuana including cultivation, testing, manufacture and sale. The amendment establishes a schedule for implementation which includes August 3, 2019, as the first date to make application for a state license to operate a medical marijuana facility. Applicants for a state license will need to include a specific location in their application. Because of that, the City of Springfield needs to identify those zoning districts where the specific uses will be permitted.

This Resolution directs staff to prepare amendments to the Zoning Ordinance. This action does not amend the Zoning Ordinance. Separate public hearings will be scheduled at a later date at both Planning and Zoning Commission and City Council meetings.

REMARKS: Staff recommends approval

Submitted and Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 10
Filed: 2-19-19

Sponsored by: Lear

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 042 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept a grant from the Missouri Department of Health and Senior Services to support Public Health Opioid Crisis Response activities, federally funded by reimbursement from the Centers for Disease Control and Prevention; and amending the budget of the Springfield-Greene County Health Department for Fiscal Year 2018-2019 in the amount of $100,000.00.

_____

WHEREAS, the Missouri Department of Health and Senior Services ("DHSS") received additional grant funds from the Centers for Disease Control for the state's opioid crisis response; and

WHEREAS, the City has the opportunity, through the Springfield-Greene County Health Department ("SGCHD"), to accept grant funding from the DHSS to support Public Health Opioid Crisis Response activities; and

WHEREAS, an amendment to the budget provided for the SGCHD for Fiscal Year 2018-2019 has been approved and recommended by the City Manager and the Director of Health.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept grant funding in the amount of $100,000.00 from the Missouri Department of Health and Senior Services ("DHSS") as referenced in "Exhibit A," which is attached hereto and incorporated herein by this reference, for receipt and use by the SGCHD, and to do all things necessary to carry out the grant, including the execution of contracts, provided the form of the contract is approved by the City Attorney.

Section 2 – The budget of the SGCHD for Fiscal Year 2018-2019 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No.

0023, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

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

Section 4 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under this grant by the grantor, the Finance Director of the City is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent.

Section 5 – City Council hereby finds and declares this Ordinance relates to the acceptance of grant funds from a state or federal agency and may be passed as a one-reading Ordinance pursuant to Section 2.16 (25) of the City Charter. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-042

ORIGINATING DEPARTMENT: Health

FILED: 02-19-19

PURPOSE: Authorizing the City Manager, or his designee, to accept a grant from the Missouri Department of Health and Senior Services to support Public Health Opioid Crisis Response activities, federally funded by reimbursement from the Centers for Disease Control and Prevention; and amending the budget of the Springfield-Greene County Health Department for Fiscal Year 2018-2019 in the amount of $100,000.00.

BACKGROUND: This one-time funding from the Missouri Department of Health and Senior Services ("DHSS") will be used to conduct public health operations that will assess, build, educate and enhance local opioid crisis response capacity.

This budget adjustment accepts the increase in funds for Springfield Greene County Health Department ("SGCHD") and earmarks the same for the SGCHD Fiscal Year 2018-2019 budget.

This Ordinance authorizes the acceptance of grant funds from the state or federal government and may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a contract for the acceptance of grand funds from a state or federal agency.

Submitted by:

W.C. Goddard

Clay Goddard, Director of Health

Approved by:

Jason A. Gage

Jasøn Gage, City Manager

Exhibit A

McKinnis, Karen

To:	Karen McKinnis
Subject:	FW: CDC Opioid Crisis Response Funding Opportunity
Attachments:	OpioidCrisisResponse.WorkPlanTemplate.docx; Opioid Crisis Budget Template.xlsx; ButlerCo.OpioidCrisisResponse.WorkPlan.pdf; HickoryCo.OpioidCrisisResponse.WorkPlan.pdf; StJosephCity.OpioidCrisisResponse.WorkPlan.pdf; StLouisCity.OpioidCrisisResponse.WorkPlan.pdf
Importance:	High

From: Smith, Martha <Martha.Smith@health.mo.gov>
Sent: Tuesday, February 5, 2019 1:52 PM
To: Goddard, Clay <Cgoddard@springfieldmo.gov>; Towns, Katie <ktowns@springfieldmo.gov>
Cc: Palermo, Ken <Ken.Palermo@health.mo.gov>; Massey, Nicole <Nicole.Massey@health.mo.gov>
Subject: CDC Opioid Crisis Response Funding Opportunity
Importance: High

Dear Clay,

Per our telephone conversation this morning, DHSS received an updated Notice of Award yesterday for the state's opioid crisis response grant from the CDC, and, due to the rate of deaths due to opioid overdoses in your county, we are offering contract funding up to $100,000 to Springfield/Greene County Health Department.

The purpose of the Opioid Crisis Response contract is, "To strengthen local and state jurisdictional recovery, biosurveillance, and countermeasures and mitigation to address the opioid crisis and to conduct local opioid response efforts in both rural and urban counties," and contract work plans address one or more of the following outcomes:

1. Build and enhance local capacity to:
    a. Track trends and deaths related to opioid overdose;
    b. Disseminate prevention messaging;
    c. Expand awareness of treatment and recover resources; and/or
    d. Use advanced analytics and visualization methods to study drug overdose data;
2. Conduct outreach and corollary services in schools, faith-based institutions, and other community settings for students, families, and loved ones to empower individuals to make informed choices, access harm reduction resources, and reduce additional exposure to harm (inform and educate policy makers, engage harm reduction partners to deploy a variety of strategies, develop user guides, practice informed messaging, public awareness/campaign effort to help reduce risk-taking); and
3. Identify and address other public health staffing shortages, such as the need for certified peer recovery coaches, community outreach workers/team, and faith-based organization partners, to follow up with individuals at risk of overdose (multidisciplinary) and/or strengthen jurisdictional recovery and biosurveillance.

Funding for the contract may not be used to cover conference travel/attendance expenses or for any of following unallowable/disallowed costs:

a. Research
b. Purchase of naloxone
c. Purchase of syringes

d. Drug disposal programs (drop-boxes, bags or other devices, and/or take-back events) are not permissible under this funding opportunity
e. Clinical care (except as allowed by law)
f. Publicity and propaganda (lobbying)
   (1) Funds cannot be used for the preparation, distribution, or use of any material (publicity/propaganda) or to pay the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body, beyond normal, recognized executive relationships. See Section VI. Revised Work Plan and Budget Narrative Submission for more information.

It is important to note that this is one-time funding that will have to be used/encumbered by August 31, 2019, so proposed uses for funding will need to be realistically feasible within that timeframe. This funding will also only be allowable for expenditures to implement activities/initiatives not already funded by other contract funding.

Please respond by **COB, Friday, February 8th** to inform us of your intent to submit a proposed contract work plan and budget or your decision not to participate. If you choose to participate, please submit a completed contract work plan and budget (templates attached) by **COB, Friday, February 15th** to expedite the contract process and allow maximum time for work plan implementation and funding expenditure. Some sample work plans are attached for your reference. If additional time is needed for submission of the work plan and budget, please contact me to determine an alternate deadline.

Please contact me with any questions or concerns or to discuss further!

Thank you,

Martha

Martha J. Smith, MSN, RN, LNHA
Interim Director, Center for Local Public Health Services
Program Manager, Maternal Child Health Services
Division of Community and Public Health
Department of Health & Senior Services
P.O. Box 570
Jefferson City, MO 65109
573-522-2731 Phone
573-751-5350 Fax
Martha.Smith@health.mo.gov

Public Health: Better Health. Better Missouri.

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Springfield-Greene County Health Department			
Completed By:	Karen McKinnis	Date Completed:	
Contact Email:	kmckinnis@springfieldmo.gov	Contact Phone Number:	417 864-1623

FFY2018 Opioid Crisis Grant Contract Budget

Section A

Total Allowed Contract Amount (see comment)	100,000.00
Operational Expenses:	
Personnel Services	
Fringe Benefits	
Travel	
Supplies	
Other	
Equipment (see comment below in Section B)	0.00
Rental/Lease Costs (see comment below in Section B)	0.00
Contractual	0.00
Total Direct Costs	
Indirect (Administrative Cost)	9,090.91
Contract Total	9,090.91
Surplus/Deficit	90,909.09

Section B

			Unallowed Cost for Indirect Computation
Total Budgeted Costs	100,000.00		
Total Budgeted Equipment Costs	0.00		0.00

Equipment is defined as Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the contractor or $5,000.

Total Budgeted Rental/Lease Costs	0.00		0.00
Subcontractor Budgets			
Subcontract #1	0.00		0.00
Subcontract #2	0.00		0.00
Subcontract #3	0.00		0.00
Subcontract #4	0.00		0.00
Subcontract #5	0.00		0.00
Total Contractual	0.00		

Section C

10% MTDC Indirect (Administrative) Cost

Modified Total Direct Costs (MTDC) excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, and participant support costs or the portion of each contractual costs in excess of $25,000.

Allowed Cost for the Calculation of Indirect (Administrative) Costs *(Total excludes all items noted in Section B above)*	100,000.00
Allowed Rate	10%
Maximum Allowed Indirect (Administrative Costs) for Contract	9,090.91

The contractor is entitled to charge their negotiated rate. If you have an approved negotiated rate please contact Martha Smith as we will need to modify this document to allow the proper calculation of Indirect Cost. In lieu of using their federally negotiated indirect cost rate or if you do not have an approved federally negotiated rate, the contractor may opt to accept an indirect cost rate up to 10% of the modified total direct costs or the contractor may waive charging indirect costs. The alternative method cannot result in more indirect earnings for the contractor than their negotiated rate If taking less than 10% MTDC for indirect please enter the percent into cell J40.

Springfield-Greene County Health Department

FFY2018 Opioid Crisis Grant Contract Budget
Budget Narrative/Justification

Personnel Services

Fringe Benefits

Travel

Equipment

Rental/Lease

Supplies

Other

Contractual

OPIOID CRISIS RESPONSE CONTRACT WORK PLAN

LPHA Contractor:

PROBLEM STATEMENT	CURRENT CAPACITY (BASELINE MEASURE)	OBJECTIVE(s)	ACTIVITIES	PROPOSED OUTCOMES

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
0023

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	50010	416010			100,000	DHSS Opioid Crisis Response
Net Revenue Adjustment						100,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	50010	501260			50,000	Operating Supplies
27010	11	50010	504580			50,000	Other Professional Services
Net Expenditure Adjustment						100,000	

Fund Balance Appropriation:

Fund		Title	Amount
			-

Explanation: To appropriate Federal Grant funds for Opioid Crisis Response Grant for FY 2018/2019.

Requested By:
W.C. Goddard 2/20/19
Department Head Date

Approved By:
2/20/19
Director of Finance Date

City Manager Date

Authorization:
Council Bill No. 2019-042
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. X
P. Hrngs. X
Pgs. 155
Filed: 02-19-19

Sponsored by: Lear

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 043 RESOLUTION _____

A RESOLUTION

ADOPTING the 2019 Capital Improvements Program, which identifies a schedule of public improvements for 2020 through 2024. (Planning and Zoning Commission and staff recommend approval.)

WHEREAS, the Capital Improvements Program ("CIP") has resulted in a plan, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit A," and provides a schedule of public improvements for five years and establishes the City's priorities for public projects based on available financial resources and project criteria; and

WHEREAS, the CIP is a planning guide by which the City's priorities are established for public projects and no capital improvements meeting identified criteria should be undertaken which are not part of the CIP; and

WHEREAS, the CIP is completed annually to better reflect the City's needs and priorities and should be modified as needed to reflect plans adopted by City Council; and

WHEREAS, the Planning and Zoning Commission held a public hearing on February 14, 2019, reviewed the CIP and recommended approval of the public projects and capital improvements contained therein; and

WHEREAS, the CIP is undertaken to comply with the requirements of City Charter Section 5.8 and City Charter Section 11.7.

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

Section 1 - City Council hereby adopts the Capital Improvements Program, which is attached hereto and incorporated herein by this reference as "Exhibit A."

Section 2 - This Resolution shall be effective immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, Acting City Manager

EXPLANATION TO COUNCIL BILL: 2019-043

FILED: 02-19-19

ORIGINATING DEPARTMENT: Planning and Development Department

PURPOSE: To adopt the 2019 Capital Improvements Program, which identifies a schedule of public improvements for 2020 through 2024. (Planning and Zoning Commission and staff recommend approval.)

BACKGROUND INFORMATION: Each year the City of Springfield approves a Capital Improvements Program ("CIP") that outlines the City's capital expenditures for the upcoming year and those which are forecasted for the subsequent five years. To be an eligible CIP project, a project should have a value of at least $100,000.00 and the project must have a useful life of at least 6 years. Projects must also have a funding source identified such as one of the sales taxes, the level property tax, grants, federal or state programs, private funding, and/or developer agreements (taken together, projects meeting the foregoing criteria shall be "CIP Projects").

The CIP is prepared annually to fulfill the City's Charter requirement that the City Manager *"…secure an estimate of all capital projects pending and of those which it is recommended should be undertaken (a) within the budget year and (b) within the next five succeeding years."*

REMARKS: The 2019 Capital Improvements Program is based on plans or programs that have been adopted by City Council. Because the CIP establishes the City's priorities for qualified public capital projects, no CIP Projects should be undertaken unless they are included in the approved CIP. Amendments to the CIP may be made as needed.

The 2019 CIP includes 126 projects or programs, with a total value of $95,771,600.00 recommended for funding in 2019, and 160 projects or programs that are recommended be undertaken between the years 2020 to 2024. The types of projects included in the CIP range from new construction of streets, storm water infrastructure, sanitary sewer facilities and parks to airport, police and fire facilities. The CIP also documents CIP Projects completed in 2018, which includes 28 projects totaling $43,245,361.02

The Planning and Zoning Commission reviewed the 2019 Capital Improvements Program report at their February 14, 2019, meeting and recommended approval by a vote of 6-0.

A list of all projects and programs recommended for funding in 2019 and those recommended for future funding in 2020 through 2024 are included in the final CIP report (see "Exhibit A"). In addition, a 3-page summary (see "Exhibit B") is included which provides a program overview as well as key projects, identified by council zone.

Submitted by:

Randall Whitman, Principal Planner

Recommended by:

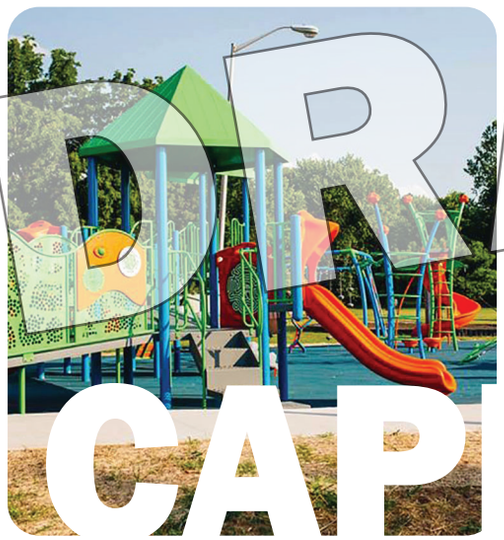
Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

Exhibit A

2019



DRAFT

CAPITAL Improvements Program

CITY OF Springfield

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For further information, contact:
Planning and Development Department
City of Springfield
840 Boonville Avenue
Springfield, Missouri 65802
417.864.1031
Email: city@springfieldmo.gov

V: 12/11/2018

CITY OF Springfield | CAPITAL IMPROVEMENTS PROGRAM 2019

2019 CAPITAL IMPROVEMENTS PROGRAM - INTRODUCTION

The development of the 2019 *Capital Improvements Program (CIP)* represents a collaboration between citizens and the City that results in a comprehensive database of all public improvement needs planned everywhere in the city, from the airport to the zoo. The *CIP* also serves as a planning and budgetary support document, a community report and a 6-year schedule outlining priorities for improving the City's infrastructure and assets.

The process of annually identifying and updating projects, scheduling construction and financing is collectively identified as a *Capital Improvements Program;* the *Program* ultimately results in the creation of a *Capital Improvements Plan*. The terms *Program* and *Plan* are, at times, used interchangeably but collectively make up the *Capital Improvements Program*.

> ***The City Manager shall also secure an estimate of all capital projects pending and of those which it is recommended should be undertaken (a) within the budget year and (b) within the next five succeeding years. In preparing the budget, the City Manager shall review and may revise estimates, as he may deem necessary." Springfield City Charter Section 5.8 – Final Budget and Budget Message***

Because the City's capital improvement needs are continually evolving, the *CIP* database should be updated annually. The *CIP* provides for an opportunity to evaluate the entire capital budget and respond to the uncertainty of federal and state mandates, in addition to unexpected emergencies. As these needs and cost estimates are identified, necessary projects will be recommended for inclusion in future *Capital Improvements Programs*.

The *CIP* also strives to align anticipated capital improvements with adopted plans, studies and related programs the City and its various departments are charged with following.

Lastly, the *CIP* provides the City with an opportunity to create a clearinghouse or inventory of needs, wants, mandates, proposals and plans in one place. Maintaining a database of unfunded needs (or a wish list) allows the City to compare and organize future projects and balance the community's expectations and changing priorities. Lastly, the CIP provides the City with a place to document successes and projects completed in the previous year(s).

SPRINGFIELD'S CITY CHARTER

The *Capital Improvements Program* fulfills the City's Charter requirement that the City Manager "…. secure an estimate of all capital projects pending and of those which it is recommended should be undertaken (a) within the budget year and (b) within the next five succeeding years." Since 1992, the City of Springfield has maintained a *Capital Improvements Program* to fulfill this requirement.

While adoption of the annual *CIP* rests in the hands of City Council, the Charter also establishes the Planning and Zoning Commission's responsibility to "Review and recommend proposed capital improvements which in the opinion of the commission are necessary or desirable to be constructed." In keeping with these enumerated powers and duties of the Commission, the *CIP* and any proposed amendments are reviewed and receive a recommendation of support, following a public hearing.

CAPITAL IMPROVEMENTS DEFINED

Maintaining a consistent definition of a "capital improvement" is critical in developing a plan for recommended projects that will be proposed for the upcoming annual budget. The following criteria have been established since the early 90's.

- Individual projects that are relatively large in project size and scope
- Are significant, permanent or have a useful life of 6 years or longer
- Estimated to cost $100,000 or more
- Can include comprehensive programs, which consolidate many smaller individual improvements that do not individually meet the $100K threshold. Examples of typical programs included in the CIP:
    - ✓ School sidewalk program
    - ✓ Sanitary sewer overflow control program
    - ✓ Floodplain acquisitions and stormwater Improvement program
    - ✓ Reforestation and landscaping program
    - ✓ Neighborhood improvement program(s)

NEIGHBORHOOD WORKS
A voter-approved program through the 1/4-cent Capital Improvements Sales Tax

- Can include acquisition of property, land, right of way or easements, but should not include the purchase of equipment, services or studies. The only exception to this is when the purchase of equipment is part of the initial start-up of a project that involves a new service. For example, if a new fire station is proposed for funding, the fire trucks (and other equipment meeting the criteria listed above) should be included. Replacing fire trucks or squad cars at existing stations should not be included in the *CIP*. Listed below are typical examples of capital improvements:
    - ✓ Land purchases
    - ✓ Storm sewers
    - ✓ Sewer mains
    - ✓ Sewage treatment plants
    - ✓ Street construction and streetscape projects
    - ✓ Parking lots and garages
    - ✓ Traffic signals
    - ✓ New parks, including acquisition and development
    - ✓ Tennis courts, swimming pools and recreation improvements
    - ✓ New facilities, major building additions and remodeling
    - ✓ Significant trail and intermodal projects and extensions
    - ✓ Computer and information system purchases and upgrades

BEST PRACTICES AND POLICIES

Capital improvements programs, plans, and budgets are a common tool for city and county governments to identify, prioritize, and manage capital spending. Historically, there are a number of practices and policies the City of Springfield recognizes and have followed in developing and administering the annual Capital Improvements Program year-to-year. The following represents best practices the City strives to uphold in the development and implementation of the annual Capital Improvements Program.

- Every project or program meeting the criteria referenced above, shall be included in the CIP, either individually or as part of a larger program, prior to commencement.

- All projects and programs included in the CIP, shall be vetted and evaluated internally by City staff, including the scope and estimated cost, prior to being added to the CIP.

- The City shall make every effort to begin and complete capital projects on time and within the estimated budget, however it should be recognized that any number of circumstances influence implementation. Projects and programs included in the CIP are not guaranteed to be undertaken, as indicated in the annual program report.

- The City procures all projects in accordance with adopted purchasing policies. Projects included in the annual CIP shall be presented to City Council for final approval, on an individual basis or in combination with a consolidated program. Some routine work and smaller program projects are handled directly through the City's Purchasing Division and do not receive direct approval from City Council.

PRIORITIZING CAPITAL IMPROVEMENTS

Capital improvement projects are prioritized according to their relationship to City Council's adopted priorities:

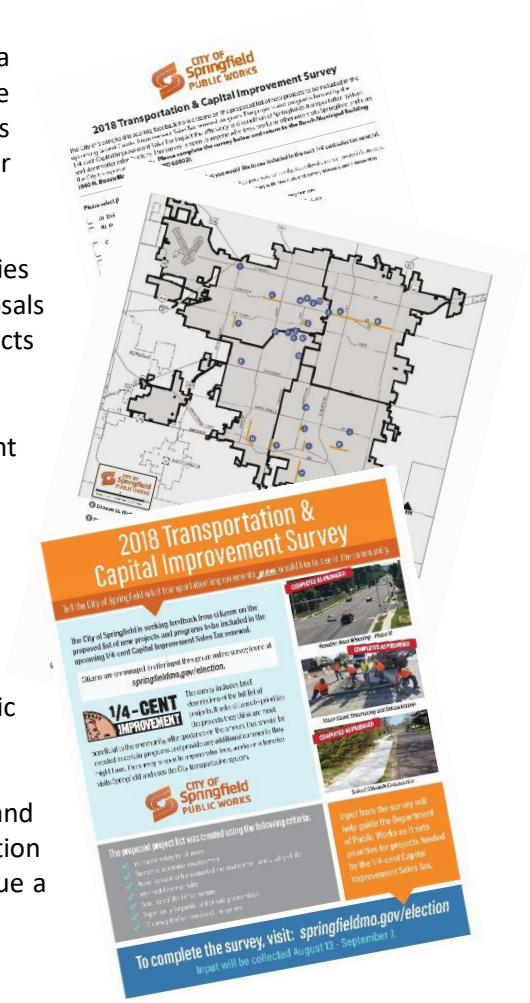
- Public Safety
- Economic Vitality
- Fiscal Sustainability
- Legislative Engagement

Many things contribute to improving the quality of life, including a clean environment, pleasant and safe neighborhoods, diverse housing and job opportunities and recreational and cultural opportunities.

Quality of life issues do not stop at the city boundaries. Development outside the city is also occurring at urban densities. People living in these areas expect services and public facilities at urban levels, and the density of development in these areas requires facilities, such as streets, built to urban standards. The City is in the best position to provide services and facilities appropriate for the urban population, but this requires coordinated between the City and the adjacent Counties. The *CIP* should include projects outside the City, which are located within the Urban Service Area (the area identified as appropriate for urban densities). The intent is that County transportation projects located within the Urban Service Area will be included in the *CIP*.

RECEIVING PUBLIC INPUT AND PROGRAM PROPOSALS

Communication with citizens is also a top priority with City Council. There are a number of opportunities that citizens have to contribute input to planning for the city's wide range of capital needs. Each City department that contributes projects to the CIP have an individual process to identify and prioritize projects within their department.



The *CIP* considers input from individual citizens, interest groups and agencies throughout the community, including department leadership and staff. Proposals are evaluated for the direct impact on public health, safety, environmental impacts and City Council's adopted priorities.

Many of the projects proposed in the CIP receive funding from 1/8 and 1/4 – Cent Sales Taxes. The process to identify and prioritize these projects and programs is part of an extensive public outreach campaign that begins months in advance of the renewal of each sales tax.

The majority of the projects funded by these taxes are implemented by the Departments of Public Works and Environmental Services. With the help of the City's Department of Public Information, the City solicits input on a list of public improvement projects via a public survey conducted online and in print.

In addition to public hearings hosted by the Planning and Zoning Commission and City Council as part of the formal review and approval process, the Public Information Office works with staff from the Planning and Development Department to issue a press release and publish the complete report on-line for public review.

COMPREHENSIVE PLAN & STRATEGIC PLANS

Vision 20/20 Creating the Future – Comprehensive Plan and Vision 20/20 The Future is Now – Strategic Plan have been consulted during the development of the annual CIP.

Each of these plans recognize the influence public spending has on the development of private land and in-turn the benefits to the local economy. Ensuring capital spending aligns with planning efforts is an excellent way to implement objectives and goals identified by the community. The CIP aligns with the City's Comprehensive Plan, Vision 20/20, which includes numerous recommendations for ensuring consistency between planning strategies and capital investment. Ensuring transparency and prioritizing capital spending, based on public input, while being creative and diversifying funding sources are guidelines identified in the Plan.

UNFUNDED PROJECTS

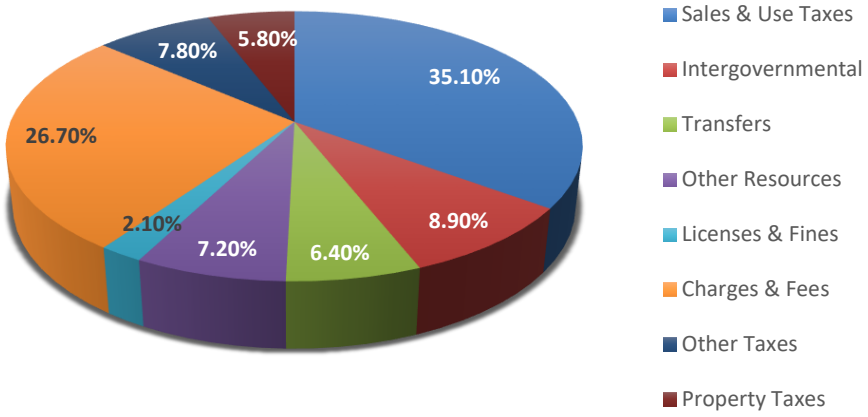
As time passes, the City's infrastructure ages and deteriorates. Facilities are outgrown or become obsolete. Growth in the urban area, in and around the City, require new streets, parks and fire stations to serve new homes and businesses. These capital improvements and projects, and those identified in various studies and adopted city plans generate a list of needs that far exceed the resources available. Many of these unfunded needs are included in the CIP database, but are not programmed for funding; rather they are held for consideration and inclusion in future updates of the CIP, when funding is made available.

CAPITAL IMPROVEMENT FUNDING SOURCES

After identifying projects and establishing priorities, the next step in the *CIP* process is to identify methods of funding the projects. When considering funding sources, it is beneficial to review the City's budget for the current sources of revenue and how those funds are spent as they relate to capital improvements.

FY 2019 Operating Budgeted Resources

The 2019 Budget, as adopted by City Council, provides for $365,792 in revenue



Sales tax continues to be the largest single source of general government revenue. The total sales tax rate in Springfield is 8.10%. The City currently receives 2.125% of the total, the remainder is collected on behalf of the State (4.225%) and County (1.75%). 1% of the City sales tax is used for general City operations, .75% for public safety pensions, .25% (one-quarter cent) for capital improvements and .125% (one-eighth cent) for transportation improvements. The 1/4 - Cent Capital Improvements Sales Tax, originally approved by Springfield voters in 1989 has been renewed every three years thereafter with the most recent renewal occurring in April, 2016 for another three-year period. The voters will be asked to renew this tax in April, 2019. The proceeds from the 1/4 - Cent Capital Improvements Sales Tax have been earmarked for specific projects. The 1/8-Cent Transportation Sales Tax was originally approved by the Springfield voters in 1996 for a four-year period, with the most recent renewal also occurred in April 2016.

In addition to the City's sales taxes, Greene County voters approved a one-fourth cent sales tax for parks, trails, recreation, and historic preservation in 2001. An addition of 1/4 - cent sales tax was passed in 2006 and took effect in July, 2007 as 1/8 - cent of the 2001 sales tax was concurrently sunset. 1/8 of the 2006 sales tax expired after five years as well; leaving a total of 1/4 - Cent to continue for operations and maintenance.

Prior to enactment of the 1/4 and 1/8 - cent sales taxes for capital and transportation improvements, the City financed capital improvements primarily through general obligation bonds. These bonds were retired through property tax increases.

Property taxes in Springfield are currently levied at $5.4698 per $100 of assessed valuation. Of that $5.4698, the City of Springfield receives .6218 cents. The City's property tax levy is distributed as follows.

- Art Museum Operations .0393 cents
- Parks Department Operations .1874 cents
- Health Department Operations .1277 cents
- Municipal Purposes .2674 cents

The property tax levy designated for Municipal Purposes is set at a level rate of 0.2674 cents. The rate is determined by using the average property tax for debt service retirement as a cap. Projects which would require an increase in this levy would not be recommended. Funds will be used for debt service to retire general obligation bonds. Continuation of the current level of property tax was approved by the voters in November of 2017, and will be available for financing of public infrastructure projects in July, 2019.

The City receives a considerable amount of money each year from the state and federal governments to operate specific services and to make capital improvements. One source that has been used in the past for capital improvements is Community Development Block Grant (CDBG) funds. The City received $1.28 million in CDBG funds for program year 2016-2017. This compares to the $1.27 million for the 2015-2016 CDBG program year and $1.25 for program year 2014-2015. Recent appropriations dating back to fiscal year 1994 – 1995 were $2.083 million. Community Development Block Grant funds must be used to benefit low and moderate income citizens, eliminate slum and blight, or address emergency situations.

In addition to these funding sources, there is a wide variety of additional resources. Table CIP-A illustrates 17 different funding sources, which are cross-referenced to the Tables C and E – Alphabetical Index of Planned CIP Projects for 2019 and for 2020 - 2024.

Summary of Funding Sources

Table CIP-A

Source	Cross Reference
City of Springfield – General Fund	A
City of Springfield – Level Property Tax	B
Greene County – Road and Bridge Tax	C
1/4 – Cent Capital Improvements Sales Tax	D
1/4 – Cent County-wide Sales Tax – Stormwater	E
1/4 – Cent County-wide Sales Tax – Parks Operations	F
1/8 – Cent Transportation Sales Tax	G
Airport Reserves	H
Airport – Federal Aviation Administration (FAA) Grant	I
Art Museum Fund Balance	J
City Utilities	K
Commercial Club Grant	L
Cost Shared by Private Sector / Intergovernmental	M
Environmental Services Operating Budget	N
Federal Funding – (FTA)	O

Federal Funding – Community Development Block Grant	P
Federal STBG Grant – City	Q
Funding Source to be Identified	R
MO DNR Grant	S
Parks Operating Budget	T
Sale of Parcels within Industrial Park	U
Sanitary Sewer System Fund Balance	V
Sanitary Sewer System – Special Assessment Bonds	W
Solid Waste Fund Balance	X
Special Assessment Bonds	Y
Special Assessments – Community Improvement District	Z
Special Assessments – Tax Increment Financing	AA
State of Missouri (MoDot)	BB
Stormwater Detention Buyout Funds	CC
Stormwater Grant	DD
Tax Increment Financing	EE

CAPITAL IMPROVEMENT FUNDING POLICIES

In order to accomplish some of the projects in this document, the City will have to look beyond its traditional methods of financing capital projects. Cost-sharing with other governmental agencies, public-private cooperative efforts, special purpose taxes, and modifications to development regulations may be appropriate methods of providing needed capital items. Capital improvement funding policies are designed to serve as a guide in determining the most appropriate method of financing capital improvement projects.

1. Targeted Infrastructure and Neighborhood Projects

The City Council has adopted policies for the application of the Neighborhood Improvement District (NID), Community Improvement District (CID) and for the use of the Tax Increment Finance (TIF) District. When appropriate, consideration should be given to using these financing methods. The City's development regulations require that developers build streets within their development to local or collector standards as determined by the City. City Council passed an ordinance requiring developers to pay into a sidewalk fund whenever it is infeasible to construct sidewalks as required by the Subdivision Regulations. These funds will be aggregated by elementary school district. Consideration should be given to amending City regulations in such a way that if the City builds the street prior to the owner developing the land, the owner will be required to reimburse the City for its cost at the time the property is developed. (The above strategies could be developed in lieu of an impact fee ordinance.)

2. Stormwater Projects

In order to minimize future stormwater problems and to strengthen existing regulations limiting development in sensitive areas the City could issue stormwater bonds to fund critical stormwater capital improvements and consider enacting a sales tax to fund water quality monitoring, stormwater maintenance, and capital improvements.

3. Park Projects

Improvements to existing parks are funded through, the parks sales tax, property tax levy, and user fee or charges. Acquisition and development of new parks could be funded through capital improvement or approval of increases in the parks sales tax.

4. Zoo Projects

Improvements are funded by donations by Friends of the Zoo and users of the Zoo, grants, and capital improvement sales tax.

5. Special Facilities

City funding will be considered for Art Museum and Zoo projects and selected other special facilities only when City funds are matched on at least a dollar-for-dollar basis with non-City funding. Provision of the non-City match is a requirement for funding but will not assure funding; the projects will be evaluated in the context of the Capital Improvements Program.

6. General Government Projects

When appropriate, projects that support improvements to the efficiency and effectiveness of City administration and operations should be financed through operating revenue and lease purchase.

7. Intergovernmental Cooperation

When appropriate, the City should cooperate with other governmental agencies to provide community facilities and services.

8. Public/Private Cooperation

When appropriate, the City should use its land and/or administrative resources to support private sector provision of community facilities and services.

9. Special Purpose Taxes

When appropriate, special purpose taxes should be used to fund projects for which there is a link to the revenue source.

10. Property Tax

The level property tax levy, limited to 27 cents, is used for projects that primarily benefit residents of the city, such as fire stations or other community facilities.

11. Basic Infrastructure Needs

The capital improvements sales tax is reserved for basic infrastructure needs.

12. Walkability, Bicycle, and Pedestrian Facilities
Integrate bicycle and pedestrian pathways, including landscaping and lighting, into the design of transportation and stormwater improvement projects.

FINANCING INFRASTRUCTURE FOR NEW DEVELOPMENT

A consistent revenue stream should be developed to accommodate future growth of the community, assure that new development pays its share of development costs, and provide the necessary infrastructure to handle current and future development demands. This revenue source should be based on the effect each development has on basic infrastructure, especially streets. Staff should investigate appropriate alternatives and work with the development community in assessing these alternatives.

DEBT MANAGEMENT POLICY

Purpose

The City recognizes the foundation of a well-managed debt program is a comprehensive debt policy. A debt policy is an important tool to insure the appropriate use of the City's resources to meet the commitment to provide services to the community and to maintain sound financial management practices. These policies are guidelines for general use and allow for exceptions in extraordinary circumstances. The primary objectives of this policy are to:

- Demonstrate a commitment to long-term financial planning objectives
- Promote continuity and consistency in the decision-making process
- Provide guidance to decision makers regarding the timing and purposes for which debt may be issued
- Minimize interest expense and cost of issuance
- Maintain the highest credit rating possible

Debt Affordability Analysis

The following factors shall be considered when evaluating debt capacity:

- Statutory and constitutional limitations on the amount of debt that can be issued
- Requirements of bond covenants
- Revenue projections and reliability of revenue sources to repay debt
- Projections of the City's financial performance such as revenues and expenditures, net revenue available for debt service, unreserved fund balance levels
- Measures of debt burden such as net bonded debt per capita, net bonded debt as a percent of assessed value, ratio of debt service to expenditures

Types of Debt

Debt financing shall be used by the City of Springfield to fund infrastructure improvements and acquire capital assets that cannot be acquired from either current revenues or fund balance. Debt financing shall include general obligation bonds, revenue bonds and other obligations permitted under Missouri law. The City will select a financing technique that provides for the lowest total cost consistent with acceptable risk factors and the principles of equity, effectiveness and efficiency.

The City intends to include in the annual operating budget a sufficient amount to fund ongoing maintenance needs

and to provide for periodic replacement consistent with the philosophy of maintaining capital facilities and infrastructure to maximize the useful life. The budget document reads "The repayment terms should not exceed the useful life of the improvement".

1. Short Term Borrowing

Short-term obligations such bond anticipation notes (BANS) may be used to finance projects for which the City ultimately plans to issue long-term debt. The BANS will provide interim financing, which will eventually be refunded with the proceeds of the long-term obligations. Interim financing may also be appropriate when long-term interest rates are expected to decline in the future.

2. General Obligation Bonds

Long-term general obligation bonds shall be issued to finance capital improvements for purposes set forth by the voters in bond elections. The City is committed to completing the specific projects approved in a referendum election. In accordance with the City Charter, all general obligation bonds will be sold competitively. The City's full faith and taxing authority are irrevocably pledged to the timely payment of principal and interest of general obligation bonds.

3. Revenue Bonds

Revenue bonds are limited liability obligations. The security for the bond is a pledge of a specific revenue stream. While these obligations are not backed by the City's full faith and credit, the City of Springfield recognizes the moral commitment made to bond holders and the importance of timely principal and interest payments on the City's credit rating.

4. Public Benefit Corporations

The City has two nonprofit public benefit corporations. The corporations issue bonds for City facilities and infrastructure. The bonds are paid solely from lease payments made by the City to the corporations and are not obligations of the City, however, the City recognizes its moral commitment to make timely principal and interest payments. Financing improvements through the public benefit corporations provides the City greater flexibility in implementing the capital improvement program and provides an orderly matching of cash collections with expenditures.

5. Certificates of Participation

The City may use lease purchase transactions such as certificates of participation to finance equipment or facilities. Because this type of financing typically carries a higher rate of interest, the use of certificates of participation will be limited to equipment or facilities that are essential to the operation of general government services.

6. Capital Leasing

Capital leasing is an option for the acquisition of equipment costing less than $1 million. Whenever a lease is arranged with a private sector entity, a tax-exempt rate shall be sought. Because the interest rate on lease financing can vary widely, the City shall obtain at least two competitive proposals for any major lease financing.

Structural Features

1. Capitalized Interest

Capitalization of interest (using borrowed funds to pay interest on a debt obligation) provides a means of mitigating the immediate impact of new debt until the financed facilities are in full operation. This practice will be limited to interest on debt during construction and the startup period for revenue generating facilities. Capitalized interest will generally be limited to four years or less. However, if there is a large-scale project this period may be adjusted to reflect the needs of the project.

2. Credit Enhancement

Credit enhancements such as bond insurance, letters of credit, and surety bonds guarantee timely payment of principal and interest. The use of credit enhancement results in a higher rating thereby lowering the cost of the debt. Credit enhancement will be used when the net debt service on the bonds is reduced by more than the cost of the credit enhancement.

3. Premiums

The City's bonds may be sold at a discount or a premium in order to market bonds more effectively, achieve interest savings or meet other financing objectives.

4. Refunding of Existing Debt

Periodic reviews of all outstanding debt will be undertaken to determine refunding opportunities. Refunding will be considered when the analysis indicates the potential for present value savings of approximately 5% of the principal being refunded. Refunding will also be considered when there is a need to modify covenants essential to operations and management. The City may choose to refund outstanding indebtedness when existing bond covenants or other financial structures impinge on prudent and sound financial management. Saving requirements for current or advance refunds may be waived by the City Manager upon finding that such a restructuring is in the City's overall best financial interest.

5. Conduit Financings

Conduit financings are securities issued by a government agency to finance a project of a third party such as a non-profit organization or other private entity. The City may sponsor conduit financings for activities such as economic development that have a public purpose and are consistent with the City's overall policy objectives. Unless a compelling public policy rationally exists, such conduit financings will not in any way pledge the City's faith and credit.

Management Practices

1. Bond Counsel

The City will retain outside bond counsel for all debt issues. All obligations issued by the City will include a written opinion as to the legality and tax-exempt status of the any obligation. The City will seek the advice of bond counsel on all other types of financings and any questions involving federal tax issues or arbitrage law.

2. Financial Advisor

The City will retain the services of a financial advisor. The financial advisor will assist on the structuring of the obligations to be issued, inform the City of available options and advise the City on the timing and marketability of the obligations.

3. Investment of Bond Proceeds

Investment of bond proceeds shall be consistent with those authorized by state law and City investment policy. Interest earned on bond proceeds may be used for the financed project.

4. Rating Agency Relations

The City seeks to maintain the highest credit rating possible for all categories of debt that can be obtained without compromising the delivery of basic city services and achievement of City policy objectives. Full disclosure of operations will be made to bond rating agencies. The City staff with the assistance of financial advisors and bond counsel will prepare the necessary materials for presentation to the rating agencies. City staff will maintain open communications with the rating agencies, informing them of major financial events in the City. The Comprehensive Annual Financial Report shall be distributed to the rating agencies after it has been accepted by City Council.

5. Continuing Disclosure

The City is committed to meeting secondary disclosure requirements on a timely and comprehensive basis. Official statements and Comprehensive Annual Financial Reports, will meet the continuing disclosure standards set by the Municipal Standards Rule Making Board (MSRB), the Government Accounting Standards Board (GASB), the Securities and Exchange Commission (SEC) and Generally Accepted Accounting Practices (GAAP). The Department of Finance shall be responsible for providing ongoing disclosure information to established national repositories and for compliance with disclosure standards set by state and national regulatory bodies.

6. Arbitrage

Federal arbitrage legislation is intended to discourage entities from issuing tax-exempt obligations unnecessarily. In compliance with the spirit of the legislation, the City will issue obligations as close to the time the contracts are expected to be awarded as possible. Because of the complexity of arbitrage rebate regulations and the severity of non-compliance penalties, the Finance Department shall contract for arbitrage rebate services. The City's bond counsel and financial advisor shall review in advance any arbitrage rebate payments and forms sent to the Internal Revenue Service.

Additional information on debt management for governments is available in the Government Finance Officers Association Publications an Elected Officials Guide to Debt Issuance and Debt Issuance and Management— A Guide for Smaller Governments.

CAPITAL IMPROVEMENTS PLAN

The following information and tables represent capital improvement projects and programs recommended be undertaken in the upcoming calendar year (2019) and for the next five succeeding years (2020 – 2024). Capital improvement projects are organized into the following improvement categories:

- Airport Improvements
- Fire Station Improvements
- Golf Course Improvements
- Municipal Building and Ground Improvements
- Park Improvements
- Street Improvements
- Sanitary Sewer Improvements
- Solid Waste Improvements
- Stormwater Improvements
- Targeted Neighborhood Programs
- Traffic Management System Improvements
- Walkability, Bicycle, and Safety Improvements
- Zoo Improvements

2019 CAPITAL IMPROVEMENTS

The following tables identify capital improvements projects and programs are recommended be undertaken in 2019. These 126 projects and programs are estimated to cost $95,771,600 to complete. Each project or program included below has an identified source of funding or they may be dependent on pending funds to be determined during the course of budget preparation. This list represents those projects or programs, which meet City Council's priorities and have received overwhelming public support for their inclusion in the upcoming capital budget. Many of these projects include future phases and implementation windows that extend beyond 2019.

Summary of Planned CIP Projects and Programs by Category for 2019

Table CIP-B

Project Category	Number of Projects/Programs	Total Expenditures Proposed for 2019
Airport Improvements	2	$8,865,000
Fire Station Improvements	3	$860,000
Golf Course Improvements	0	-
Municipal Building and Ground Improvements	6	$2,567,500
Park Improvements	0	-
Sanitary Sewer Improvements	30	$26,442,000
Solid Waste Improvements	11	$7,300,000
Stormwater Improvements	17	$5,210,000
Street Improvements	30	$28,428,500
Targeted Infrastructure Improvements	8	$9,205,600
Traffic Management System Improvements	10	$3,140,000
Walkability, Bicycle, and Safety Improvements	9	$3,753,000
Zoo Improvements	0	-
Total	**126**	**$95,771,600**

Airport Improvement Projects / Programs		**Project #**	
Car Rental Return Lot Expansion and Car Rental QTA Parking Lot Expansion	H	19-0055	28
Reconstruct Taxiway U and Taxiway U and B Direct Access Mitigation	H,I	17-0151	31
Fire Station Improvement Projects / Programs		**Project #**	
New Fire Station 13 - West Central	B	17-0037	38
Replacement of Fire Station 4	B	17-0038	39
Replacement of Fire Station 7	B	17-0039	39
Golf Course Improvement Projects / Programs (No Projects / Programs)		**Project #**	
Municipal Building and Ground Improvement Projects / Programs		**Project #**	
2016-2019 Facility Maintenance Program	D	17-0169	45
2019-2024 Reforestation and Landscaping Improvements	D	19-0024	45
Municipal Court Building	A,R	11-0009	48
Public Grounds Operations Maintenance Building	B	18-0011	49
Reforestation and Landscaping	F,G,D	17-0143	50
Special Response Team (SRT) – Mill Building Police Detective Office & HVAC Upgrade	A,B	11-0048	51
Park Improvement Projects / Programs (No Projects / Programs)		**Project #**	
Sanitary Sewer Improvement Projects / Programs		**Project #**	
Abbey Lane Trunk Sewer	V	06-0022	59
Blackman Woods Lift Station Relief Sewer	V	06-0024	59
Chestnut South Trunk Sewer	V	06-0029	60
Environmental Services Operations Facility	V	19-0053	61
Hunt Branch Trunk Sewer	V	06-0042	61
James River Lift Station Improvements	V	18-0004	62
Jordan Valley Creek Sewer Relocation Project	V	19-0061	62
Northwest Treatment Plant UV Disinfection System Expansion	V	17-0106	63
Old Wire Road Trunk Sewer	V	18-0020	64
Sanitary Sewer District Construction Program - 2005 Bond Authorization and Future	Y	93-0005	64
Sanitary Sewer District Construction Program Funded by Sanitary Sewer Reserves	V	18-0003	65
Sanitary Sewer Overflow Control Program Sewer Rehabilitation Group 4	V	17-0094	65
Sanitary Sewer Overflow Reduction Project - Doling Park	V	18-0031	66
Sanitary Sewer Overflow Reduction Project - Smith Park	V	18-0030	68
Sanitary Sewer Overflow Reduction Project - System Capacity Improvement Projects	V	19-0039	68
Sanitary Sewer Overflow Reduction Project - Grand St & Grant St to New Avenue	V	18-0040	69
Sanitary Sewer Overflow Reduction Project- James River Lift Station Pipe Cleaning	V	18-0039	69
Sewer Maintenance Equipment Storage Building	V	18-0036	70
Shared Cost Sanitary Sewer Construction - Developer Agreements	V	01-0004	70
Southwest Treatment Plant - Administrative and Maintenance Facility Improvement	W,V	06-0061	70
Southwest Treatment Plant - Biogas Pipeline Injection	V	19-0033	71
Southwest Treatment Plant - Digester Improvements	W	06-0063	71
Southwest Treatment Plant - Plant # 1 Denitrification Filter Retrofit with Cloth Media	V	19-0034	72
Southwest Treatment Plant - Plant Automation	V	19-0036	72
Southwest Treatment Plant - Pond #2 Dewatering Pump Station	V	19-0038	73

Southwest Treatment Plant Clarifier Launder Covers	V	17-0114	73
Southwest Treatment Plant Equipment Storage Building	V	17-0115	74
Southwest Treatment Plant- Plant 2 Aeration Basin Upgrades	V	17-0109	75
Southwest Treatment Plant Solar Farm	V	17-0174	75
Wastewater Treatment Plants - Buffer Land Acquisition	V	03-0013	76
Solid Waste Improvement Projects / Programs		**Project #**	
Cell 2 Landfill Unit Phase 2	X	17-0092	79
Landfill Buffer and Property Acquisition	X	17-0105	79
Landfill Equipment Storage and Office Improvements	X	17-0098	80
Landfill Expansion Cell 3	X	19-0020	80
Landfill Expansion Cell 4	X	19-0021	80
Landfill Expansion Cell 5	X	19-0022	81
Landfill Gas Updates	X	17-0099	81
Landfill Scale Replacement and Facility Entrance/Security Improvements	X	17-0101	81
Leachate Management Improvements	X	13-0030	82
Lone Pine Recycling Site Upgrades	X,V	17-0100	82
Solid Waste Facilities Paving	X	17-0103	82
Stormwater Improvement Projects / Programs		**Project #**	
1366 E Woodgate Stormwater Improvements	D	19-0002	87
2019-2024 Floodplain Acquisitions and Stormwater Improvements	D	19-0040	87
Beechwood Heights Phase I Stormwater Improvements	D	17-0056	88
Floodplain Acquisition	D,DD	17-0059	89
Gelven Withers Subdivision Stormwater Improvements	D	17-0061	89
Grant Avenue from Norton Road to Woodbridge Street Stormwater Improvements	CC,D,B	19-0004	90
Hampton Avenue from Seminole Street to Cherokee Street Stormwater Improvement	B,D	19-0005	90
Jordan Creek Regional Detention Basin B6 - Chestnut Expressway and Trafficway	B	18-0013	91
Linden Avenue and Latoka Street Stormwater Improvements	D	17-0063	92
Patton Alley Box Culvert Replacement	D,C	19-0008	93
Pickwick Ave and Lombard St to Weller Ave and Monroe St Stormwater Improvement	B,D	19-0010	93
Ravenwood South Subdivision Phase II Stormwater Improvements	D	17-0065	94
Renew Jordan Creek Box Culvert Segment Phelps to Boonville	D	18-0002	95
Springfield Industrial Park Subdivision Stormwater Improvements	D	17-0072	95
Stormwater Improvements - Miscellaneous Small Projects	CC	98-0004	96
Stormwater System Condition Assessment	D	18-0038	97
Westwood Avenue and Berkeley Street to Seminole Street and Nettleton Avenue	B	19-0003	97
Street Improvement Projects / Programs		**Project #**	
2016-2019 Public/Private Shared Cost and Economic Development	D,M	17-0070	102
2016-2019 Street Stabilization and Major Repaving	D,C	17-0074	102
2017-2021 Bridge Repair & Replacement	G	17-0068	103
2017-2021 Major Street Resurfacing & Rehabilitation Program	G	17-0075	103
2017-2021 Public/Private Shared Cost and Economic Development	G,M	17-0069	104
2017-2021 Turn Lane & Safety Improvements	G	17-0055	104

2019-2024 Street Stabilization and Major Repaving	D,C,Q	19-0029	105
Battlefield & Fremont Intersection Improvements	D	17-0041	107
Battlefield & Lone Pine Intersection Improvements	D	19-0001	107
Campbell & Walnut Lawn Intersection Improvements Design and Partial Right-of-Way	G	17-0042	108
Campbell Avenue from Republic to Westview- Design and Partial Right-of-Way	D	19-0031	108
Central Street Phase 2 - Grant to Clay Design and Partial Right-of-Way	D	17-0043	110
Cherry Street Barnes to Oak Grove	G	11-0025	110
Division Street - National to Glenstone Construction	D	18-0025	112
Division Street - National to Glenstone Design and Partial Right-of-Way	G	17-0076	112
Division Street and Commercial Street Turn Lane and Safety Improvements	G	18-0014	112
Economic Development/Street Concept Design	D	17-0163	113
Fremont Avenue - Battlefield to Sunset	D	17-0077	113
Galloway Street - Luster to Lone Pine Design and Partial Right-of-Way	D,G	17-0079	114
Galloway Street - Luster to Lone Pine Construction	D	18-0026	115
Kansas Avenue between Maplewood Street and Walnut Lawn Street	R,D	19-0014	116
Kansas Expressway Extension - Republic Road to Farm Road 190	C,Q	17-0085	117
Main Avenue Bridge over Jordan Creek	G	17-0165	119
Mount Vernon Street Bridge over Jordan Creek	G,M,O	17-0087	119
Municipal Parking Lot Improvement Program	A	18-0023	120
Phelps Street Streetscape from Boonville Avenue to Robberson Avenue	D	19-0016	121
Primrose Street - South Avenue to Kimbrough Avenue	D	17-0089	122
Republic Road and Campbell Intersection & Republic Road Fairview Ave to Chase	G,BB,Q	17-0091	122
Scenic Avenue Bridge over Wilson Creek	D,G	18-0007	123
Walnut Street Bridge over Jordan Creek	D,G	19-0017	123
Targeted Infrastructure Improvement Projects / Programs		**Project #**	
2016-2019 Neighborhood Initiative Program	D	17-0167	126
2019-2024 Minor Neighborhood Improvements	D	19-0045	126
2019-2024 Neighborhood Initiative Program	D	19-0043	127
Grant Avenue Connect Parkway	O,R	19-0023	127
Jefferson Avenue Footbridge	G,L,D,Q	17-0082	128
Jordan Creek Riparian Acquisition and Restoration Project	S,E,D,N	19-0057	128
Minor Neighborhood Improvements	D	96-0001	129
Partnership Industrial Center West Development	U	00-0016	129
Traffic Management System Improvement Projects / Programs		**Project #**	
2016-2019 Metro/Safety Signs and Markings	D	17-0051	132
2016-2019 Traffic Signal Program	D	17-0044	132
2017-2021 Intelligent Transportation Systems (ITS) and Signal System Improvements	G,BB	17-0045	133
2019-2024 Metro/Safety Signs and Markings	D	19-0044	133
2019-2024 Traffic Signal Program	D	19-0018	134
Advanced Traffic Signal Vehicle Detection Phase 1	G,O,BB	19-0012	134
Battlefield Road and Luster Avenue Traffic Signal Improvements	D	19-0026	135
Grant Avenue and Division Street Intersection Improvements	D,G	17-0049	135

National Avenue and Commercial Street Traffic Signal Improvements	D	19-0027	136
Railroad Safety Improvements	G	18-0019	136
Walkability, Bicycle, and Safety Improvement Projects / Programs		**Project #**	
2016-2019 School Sidewalk Program	D	17-0053	139
2016-2019 Sidewalk/Curb/Gutter & Ramp Construction	D	17-0067	139
2017-2021 Alternative Transportation Program	G	17-0048	140
2019-2024 School Sidewalk Program	D	19-0042	140
2019-2024 Sidewalk/Curb/Gutter and Ramp Construction	D	19-0030	141
Division Street Sidewalks from West Avenue to Kansas Expressway	K,D,G	19-0028	142
THE LINK- Washington Avenue Underpass	G	17-0046	142
Transportation Alternatives Program Sidewalk and Trail Projects	G,O	19-0054	143
West Meadows Trail	G,S	19-0058	143
Zoo Improvement Projects / Programs (No Projects / Programs)		**Project #**	

2020 – 2024 CAPITAL IMPROVEMENTS

The following is a list of capital improvements are recommended for future funding within the next 5 subsequent years, from 2020 to 2024. These 160 projects are estimated to cost $425,594,549 over the course of five years. Some of these projects will appear in multiple lists and span multiple years. These projects have an identified or recommended funding source. Funding for others will be determined or identified during the course of future budget preparation.

Summary of Planned CIP Projects and Programs by Category for 2020 – 2024

Table CIP-D

Project Category	Number of Projects/Programs	Total Expenditures Proposed for 2020-2024
Airport Improvements	14	$53,950,000
Fire Stations Improvements	8	$10,437,900
Golf Course Improvements	1	$250,000
Municipal Building & Ground Improvements	13	$31,564,005
Park Improvements	1	$300,000
Sanitary Sewers Improvements	35	$117,845,750
Solid Waste Improvements	9	$5,800,000
Stormwater Improvements	21	$26,639,705
Street Improvements	37	$138,926,189
Targeted Infrastructure Improvements	7	$26,553,000
Traffic Management System Improvements	6	$3,900,000
Walkability, Bicycle, and Safety Improvements	7	$8,898,000
Zoo Improvements	1	$530,000
Total	**160**	**$425,594,549**

Airport Improvement Projects / Programs		**Project #**	
Add Third Baggage Claim Device	H,I	13-0021	28
Construct Apron for Glycol Collection - Cargo Apron	H,I	10-0004	28
Construct Apron for Glycol Collection - Commercial Apron	H,I	10-0003	29
Construct Apron for Glycol Collection - General Aviation Apron	H,I	13-0008	29
Construct General Aviation Apron Phase 2	H,I	13-0010	29
Construct Taxiway "W" from Taxiway "U" to Taxiway "S"	H,I	10-0006	30
Extend Runway 2/20 to 8,000 feet	H,I	13-0014	30
Long-term Parking Lot Expansion	H,I	19-0056	30
Realign Runway N from 14-32 to 2-20	H,I	17-0158	31
Rehabilitate / Widen Taxiway "N" South of Runway 14/32	H,I	10-0005	31
Rehabilitate Runway 2-20 Lighting System	H,I	17-0159	32
Replace Fencing	H,I	13-0007	32
Resurface and Reconstruct Airport Perimeter Road	H,I	10-0007	32
Taxiway A and P Direct Access Mitigation	H,I	17-0154	33
Fire Station Improvement Projects / Programs		**Project #**	
Fire Station 10 Facility Upgrade	R,B	18-0049	36
Fire Station 3 Facility Upgrade	B	18-0045	36
Fire Station 5 Facility Upgrade	B	18-0046	37
Fire Station 9 Facility Upgrade	B	18-0048	37
New Fire Station 13 - West Central	B	17-0037	38
New Fire Station 14 – West	B	06-0004	38
Replacement of Fire Station 4	B	17-0038	38
Replacement of Fire Station 7	B	17-0039	39
Golf Course Improvement Projects / Programs		**Project #**	
Bill & Payne Stewart Golf Course Asphalt Golf Cart Paths	R	17-0016	42
Municipal Building and Ground Improvement Projects / Programs		**Project #**	
Animal Control Shelter	B	06-0067	45
Art Museum Education Wing Replacement (AMMP Phase I)	J	19-0050	46
Art Museum Event Space (AMMP Phase II)	J	19-0051	46
Art Museum Gallery and Building Improvement (AMMP Phase III)	J	19-0052	46
Art Museum Grounds Improvements (AMMP Phase I)	J	19-0048	47
Fueling Site Improvements	B,A	17-0130	47
Historic City Hall Renovation Phase 2	B	06-0041	48
Police Headquarters Roof Replacement	B	08-0039	49
Public Grounds Operations Maintenance Building	B	18-0011	49
Reforestation and Landscaping	F,G,D	17-0143	50
Signal Operations Shop	R	13-0051	50
Park Improvement Projects / Programs		**Project #**	
Nathanael Greene / Close Memorial Park Entrance, Road & Parking Improvements	R	05-0003	54
Sanitary Sewer Improvement Projects / Programs		**Project #**	
Abbey Lane Trunk Sewer	V	06-0022	59
Chestnut South Trunk Sewer	V	06-0029	60
Copper Mill Trunk Sewer	V	06-0035	60
Environmental Services Operations Facility	V	19-0053	61

Hunt Branch Trunk Sewer	V	06-0042	61
James River Lift Station Improvements	V	18-0004	62
Jordan Valley Creek Sewer Relocation Project	V	19-0061	62
Northwest Treatment Plant - Sludge Storage and Handling Improvements	V	19-0037	63
Northwest Treatment Plant Peak Flow Storage Basin	W	18-0034	63
Old Wire Road Trunk Sewer	V	18-0020	64
Sanitary Sewer District Construction Program - 2005 Bond Authorization and Future	Y	93-0005	64
Sanitary Sewer District Construction Program Funded by Sanitary Sewer Reserves	V	18-0003	65
Sanitary Sewer Overflow Control Program Sewer Rehabilitation Group 4	V	17-0094	65
Sanitary Sewer Overflow Control Program Sewer Rehabilitation Group 5	W	17-0095	65
Sanitary Sewer Overflow Control Program Sewer Rehabilitation Group 6	W	17-0096	66
Sanitary Sewer Overflow Control Program Sewer Rehabilitation Group 7	W	17-0097	66
Sanitary Sewer Overflow Reduction Project - Doling Park	V	18-0031	66
Sanitary Sewer Overflow Reduction Project - Galloway 04	V	18-0032	67
Sanitary Sewer Overflow Reduction Project - Pea Ridge 03/04	V	18-0033	67
Sanitary Sewer Overflow Reduction Project – System Capacity Improvement Projects	V	19-0039	68
Shared Cost Sanitary Sewer Construction - Developer Agreements	V	01-0004	70
Southwest Treatment Plant - Administrative and Maintenance Facility Improvement	W,V	06-0061	70
Southwest Treatment Plant - Biogas Pipeline Injection	V	19-0033	71
Southwest Treatment Plant - Fueling Station Replacement	R	19-0032	72
Southwest Treatment Plant - Plant # 1 Denitrification Filter Retrofit with Cloth Media	V	19-0034	72
Southwest Treatment Plant - Plant Automation	V	19-0036	72
Southwest Treatment Plant Clarifier Launder Covers	V	17-0114	73
Southwest Treatment Plant Cryo Plant Main Air Compressor Downsizing	V	17-0107	73
Southwest Treatment Plant Grit Unloading Station at Pond 2	V	17-0113	74
Southwest Treatment Plant Headworks Renewal and Improvements	V	18-0005	74
Southwest Treatment Plant Lab HVAC Upgrade and Fume Hood Replacement	V	17-0111	75
Southwest Treatment Plant- Plant 2 Aeration Basin Upgrades	V	17-0109	75
Southwest Treatment Plant Solar Farm	V	17-0174	75
Treatment Facility Renewal	V,W	18-0035	76
Wastewater Treatment Plants - Buffer Land Acquisition	V	03-0013	76
Solid Waste Improvement Projects / Programs		**Project #**	
Additional Springfield Recycling Drop-Off Center	X	06-0052	79
Landfill Buffer and Property Acquisition	X	17-0105	79
Landfill Expansion Cell 3	X	19-0020	80
Landfill Expansion Cell 4	X	19-0021	80
Landfill Expansion Cell 5	X	19-0022	81
Landfill Gas Updates	X	17-0099	81
Leachate Management Improvements	X	13-0030	82
Solid Waste Facilities Paving	X	17-0103	82
YRC Bagging Plant	X	17-0104	83

Stormwater Improvement Projects / Programs		**Project #**	
2019-2024 Floodplain Acquisitions and Stormwater Improvements	D	19-0040	87
Art Museum Flood Protection and Stormwater Improvements (AMMP Phase I)	J	19-0047	88
Beechwood Heights Phase I Stormwater Improvements	D	17-0056	88
Fassnight Creek - Jefferson to Holland Drainage Improvements	R	02-0015	88
Floodplain Acquisition	D,DD	17-0059	89
Gelven Withers Subdivision Stormwater Improvements	D	17-0061	89
Grant Avenue from Norton Road to Woodbridge Street Stormwater Improvements	CC,D,B	19-0004	90
Hampton Avenue from Seminole Street to Cherokee Street Stormwater Improvement	B,D	19-0005	90
Jefferson/Loren to Grand/Holland Stormwater Improvements - Zone 3	R	11-0069	91
Jordan Creek Regional Detention Basin B6 - Chestnut Expressway and Trafficway	B	18-0013	91
Linden Avenue and Latoka Street Stormwater Improvements	D	17-0063	92
N. Branch Jordan Creek Drainage Improvements/Regional Detention E. of Glenstone	R	04-0022	92
Patton Alley Box Culvert Replacement	D,C	19-0008	93
Pickwick Ave and Lombard St to Weller Ave and Monroe St Stormwater Improvement	B,D	19-0010	93
Ravenwood South Subdivision Phase II Stormwater Improvements	D	17-0065	94
Ravenwood South Subdivision Phase III Stormwater Improvements	R	17-0066	94
Renew Jordan Creek Box Culvert Segment Phelps to Boonville	D	18-0002	95
Stormwater Improvements - Miscellaneous Small Projects	CC	98-0004	96
Stormwater Improvements near 500 Block of East Downing Street	R	18-0029	96
Stormwater Infrastructure Improvements	B	18-0043	96
Westwood Avenue and Berkeley Street to Seminole Street and Nettleton Avenue	B	19-0003	97
Street Improvement Projects / Programs		**Project #**	
2016-2019 Public/Private Shared Cost and Economic Development	D,M	17-0070	102
2016-2019 Street Stabilization and Major Repaving	D,C	17-0074	102
2017-2021 Major Street Resurfacing & Rehabilitation Program	G	17-0075	103
2017-2021 Public/Private Shared Cost and Economic Development	G,M	17-0069	104
2017-2021 Turn Lane & Safety Improvements	G	17-0055	104
2019-2024 Center City Development	D	19-0046	105
2019-2024 Street Stabilization and Major Repaving	D,C,Q	19-0029	105
2021-2025 1/8-cent Transportation Sales Tax Program	G	17-0124	106
2024-2029 1/4-cent Capital Improvement Sales Tax Program	D	18-0022	106
Battlefield and Lone Pine Intersection Improvements	D	19-0001	107
Brookside Drive Street Improvements	J	19-0049	107
Campbell & Walnut Lawn Intersection Improvements Construction	R	18-0027	108
Campbell & Walnut Lawn Intersection Improvements Design & Partial Right-of-Way	G	17-0042	108
Campbell Avenue from Republic to Westview- Design and Partial Right-of-Way	D	19-0031	108

Campbell Avenue Widening Battlefield Road to South Avenue - Phase 1	R	11-0052	109
Central Street Phase 2 - Grant to Clay Construction	R	18-0028	109
Central Street Phase 2 - Grant to Clay Design and Partial Right-of-Way	D	17-0043	110
College Street Streetscape between 7th Avenue and 9th Avenue	R	18-0010	111
Commercial Street Streetscape Phase 6	R	18-0008	111
Division Street - National to Glenstone Construction	D	18-0025	112
Fremont Avenue from Erie Street to Independence Street	R,D	19-0013	114
Galloway Street - Luster to Lone Pine Construction	D	18-0026	115
Jefferson Avenue Streetscape between St. Louis Street and Walnut Street	D	18-0009	115
Kansas Avenue between Maplewood Street and Walnut Lawn Street	R,D	19-0014	116
Kansas Expressway & Sunset Street Intersection Improvements	D,BB,Q	17-0083	116
Kansas Expressway & Walnut Lawn Intersection Improvements	D,BB,Q	17-0084	117
Kansas Expressway Extension - Republic Road to Farm Road 190	C,Q	17-0085	117
Kearney Street & West Bypass Intersection Improvements	D,BB,Q	17-0086	118
LeCompte Road Improvements	R	19-0059	118
Lone Pine Avenue - Seminole to Sunshine	R	18-0006	129
National Avenue and Division Street Intersection Improvements	R	19-0060	120
National Avenue and Sunset Street Intersection Improvements	D	19-0015	121
Phelps Street Streetscape from Boonville Avenue to Robberson Avenue	D	19-0016	121
Republic Road and Campbell Intersection & Republic Road Fairview Ave to Chase	G,BB,Q	17-0091	122
Scenic Avenue Bridge over Wilson Creek	D,G	18-0007	123
Walnut Street Bridge over Jordan Creek	D,G	19-0017	123
Targeted Infrastructure Improvement Projects / Programs		**Project #**	
2016-2019 Neighborhood Initiative Program	D	17-0167	126
2019-2024 Minor Neighborhood Improvements	D	19-0045	126
2019-2024 Neighborhood Initiative Program	D	19-0043	127
Grant Avenue Connect Parkway	O,R	19-0023	127
Jordan Creek Riparian Acquisition and Restoration Project	S,E,D,N	19-0057	128
Minor Neighborhood Improvements	D	96-0001	129
Partnership Industrial Center West Development	U	00-0016	129
Traffic Management System Improvement Projects / Programs		**Project #**	
2017-2021 Intelligent Transportation Systems (ITS) and Signal System Improvements	G,BB	17-0045	133
2019-2024 Metro/Safety Signs and Markings	D	19-0044	133
2019-2024 Traffic Signal Program	D	19-0018	134
Advanced Traffic Signal Vehicle Detection Phase 1	G,O,BB	19-0012	134
Battlefield Road and Luster Avenue Traffic Signal Improvements	D	19-0026	135
Grant Avenue and Commercial Street Roundabout	R	18-0024	135
Walkability, Bicycle, and Safety Improvement Projects / Programs		**Project #**	
2016-2019 School Sidewalk Program	D	17-0053	139
2016-2019 Sidewalk/Curb/Gutter & Ramp Construction	D	17-0067	139
2017-2021 Alternative Transportation Program	G	17-0048	140
2019-2024 School Sidewalk Program	D	19-0042	140
2019-2024 Sidewalk/Curb/Gutter and Ramp Construction	D	19-0030	141
Commercial Street Pedestrian Ways and Public Parking Lot	EE	19-0025	141

West Meadows Trail	G,S	19-0058	143
Zoo Improvement Projects / Programs		**Project #**	
Dickerson Park Zoo - African Primate Exhibit	F	07-0005	146

CAPITAL IMPROVEMENT SUMMARIES

The following maps and project summaries provide project specific details and the location of each project within the city. Projects included in the following summaries are organized by category and represent all projects that are recommended for funding in any year or multiple years between 2019 and 2024.

The project summaries represent only a limited selection of the details available in the complete CIP database. The following guide and example illustrate typical project summaries that are provided and available for each project or program included in the CIP database.

1. Project category - there are 13 possible project categories for projects or programs to be assigned, from year to year some may not have projects proposed.
2. Project title - the title is assigned by the city department responsible for administering the project or program, which is also indicated just below the project title.
3. Project number - is assigned in the CIP database for each project or program created. The first two digits reflect the year the project entry was first created in the database.
4. The estimated remaining cost and yearly spending plan - represents the funds estimated to complete the entire project, beginning with the upcoming calendar year (2019) through the last year of the report (2024). This estimate can also include costs that reach beyond the six-year window included in the current report.
5. Yearly spending plan - represents the specific year(s) in which funding is proposed and the estimated funding proposed each year.
6. Project description - is a very abbreviated description of the project provided by the city department responsible for administering the project or program.
7. Proposed funding sources - represent the anticipated amount and source(s) where funding is expected to come from. The funding source can represent anticipated or dedicated sources, in addition to funding from agencies outside the city.
8. Comments - may reflect conditions or details relevant to funding, timing, amendments or options to the project.
9. In addition to the fields shown, the CIP database may include additional project or program information:
   - Location details
   - Project status (unfunded, under-design, ROW acquisition, under construction)
   - Project justification (mandated, conditional, or part of a larger plan, project or program)
   - Operating budget impact (anticipated annual impact on the department's operational budget)
   - Proposed funding source (dedicated funding, reserves, grants or internal or external funding sources)
   - Expense type (acquisition, design, construction, purchasing)

Table CIP-F

1. ***Street Improvements***

2-3. ***Galloway Street - Luster to Lone Pine Construction*** Project Number: **18-0026**

Department: Public Works

4. **Estimated Remaining Cost and Yearly Spending Plan:** $6,600,000

5.

2019	2020	2021	2022	2023	2024	Beyond
$ 750,000	$ 2,250,000	$ 2,250,000	$ 1,350,000	$ 0	$ 0	$ 0

6. **Project Description:**

Construction of improvements on Galloway Street between Luster Avenue and Lone Pine Avenue. The construction project will include widening Galloway Street with curb and gutter and stormwater conveyance as well as adding sidewalks and bicycle infrastructure.

7. **Proposed Funding Sources:**

1/4-cent Capital Improvement Sales Tax $ 6,600,000

8. **Comments:**

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018. Funding for this project will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

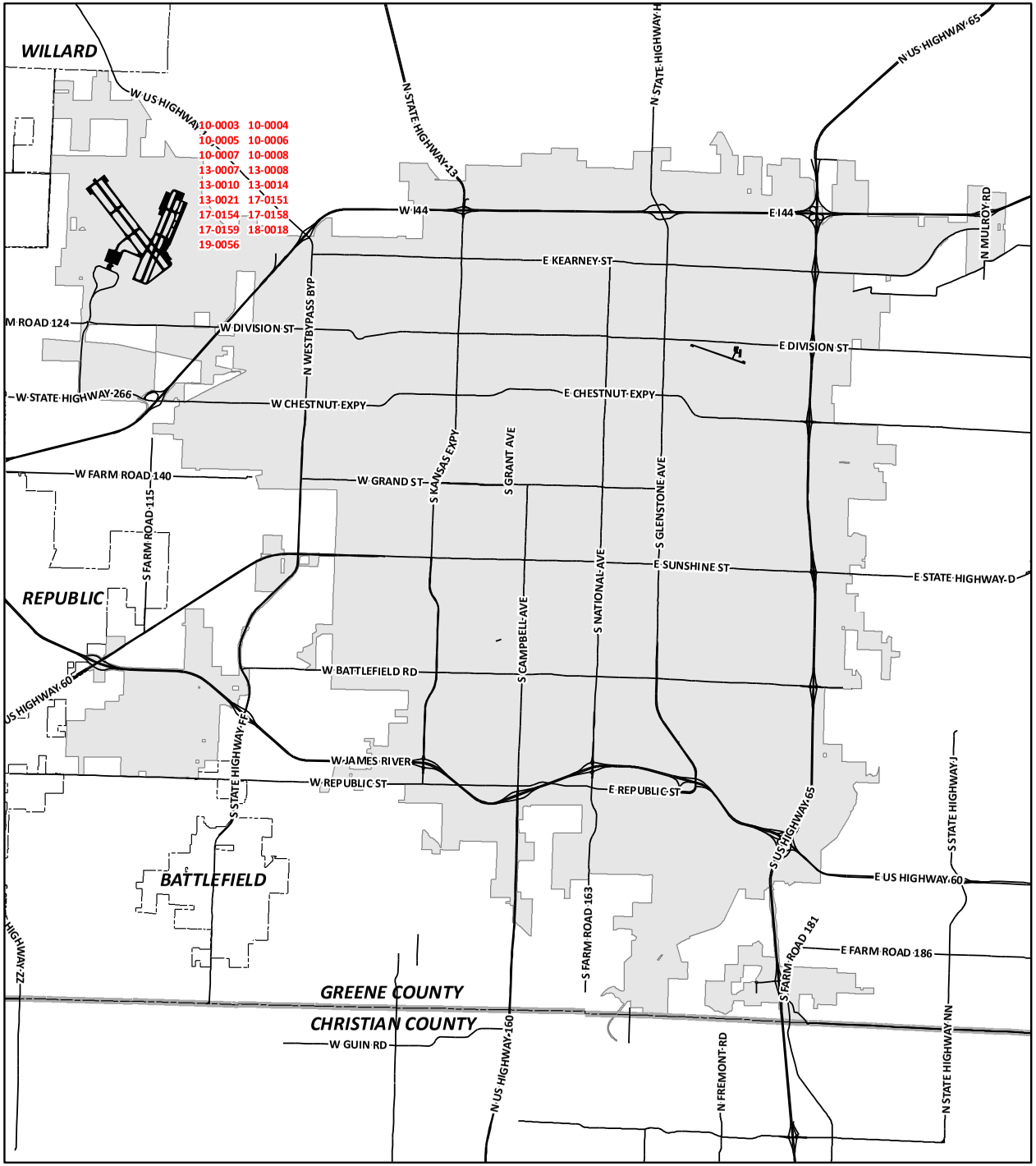
AIRPORT

Improvements

2019 Capital Improvements Program

Projects included in this category of the Capital Improvements Program are primarily focused on airfield needs and growth projections. The Airport works closely with our outside engineering and consulting firms to draft our long-term Capital Improvement Program as required to be submitted to the Federal Aviation Administration (FAA). Airport projects are based on infrastructure needs, maintenance needs, and passenger growth predictions. The majority of projects listed will be based on FAA grant funding availability, therefore, if FAA monies are not available the airport will fund with capital reserve funds, and timing of projects may take longer to complete than noted.

Springfield-Branson
NATIONAL AIRPORT



Capital Improvements Program

2019 - 2024
Airport Improvements

13-0021 Add Third Baggage Claim Device
10-0004 Construct Apron for Glycol Collection - Cargo Apron
10-0003 Construct Apron for Glycol Collection - Commercial Apron
13-0008 Construct Apron for Glycol Collection - General Aviation Apron
13-0010 Construct General Aviation Apron Phase 2
10-0006 Construct Taxiway "W" from Taxiway "U" to Taxiway "S"
10-0008 Expand / Increase Airpoort Facility Surface Clearance Systems
13-0014 Extend Runway 2/20 to 8,000 feet
19-0056 Long-term Parking Lot Expansion
17-0158 Realign Taxiway N from Runway from 14-32 to 2-20
17-0151 Reconstruct Taxiway U and Taxiway U and B Direct Access Mitigation
10-0005 Rehabilitate / Widen Taxiway "N" South of Runway 14/32
17-0159 Rehabilitate Runway 2-20 Lighting System
18-0018 Remodel and Expand Secure Side Restaurant
13-0007 Replace Fencing
10-0007 Resurface and Reconstruct Airport Perimeter Road
17-0154 Taxiway A and P Direct Access Mitigation

CITY OF Springfield

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

Airport Improvements

Add Third Baggage Claim Device

Project Number: **13-0021**

Department: Airport

Estimated Remaining Cost and Yearly Spending Plan: $2,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 2,000,000	$ 0	$ 0

Project Description:

Expand baggage claim system by adding a third baggage claim device.

Proposed Funding Sources:

Airport Reserves	$ 200,000
Federal Aviation Administration (FAA) Grant	$ 1,800,000

Comments:

Project is pending FAA funding.

Car Rental Return Lot Expansion and Car Rental QTA Parking Lot Expansion

Project Number: **19-0055**

Department: Airport

Estimated Remaining Cost and Yearly Spending Plan: $1,500,000

2019	2020	2021	2022	2023	2024	Beyond
$ 1,500,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Due to increased demand for rental cars, the Airport is planning to expand the car rental ready lot, as well as expand parking/storage parking for the car rental operators at the quick turn around (QTA) facility.

Proposed Funding Sources:

Airport Reserves	$ 1,500,000

Comments:

Construct Apron for Glycol Collection - Cargo Apron

Project Number: **10-0004**

Department: Airport

Estimated Remaining Cost and Yearly Spending Plan: $5,500,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 5,500,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Design/Construct Glycol Containment, Storage Facilities and Deicing Pads - Cargo Apron

Proposed Funding Sources:

Airport Reserves	$ 550,000
Federal Aviation Administration (FAA) Grant	$ 4,950,000

Comments:

Project name changed from Design/Construct Glycol Containment, Storage Facilities and Deicing Pads. Project is pending FAA funding.

Airport Improvements

Construct Apron for Glycol Collection - Commercial Apron

Project Number: **10-0003**

Department: Airport

Estimated Remaining Cost and Yearly Spending Plan: $5,600,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 5,600,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Design/Construct Glycol Containment, Storage Facilities and Deicing Pads for the Commercial Apron

Proposed Funding Sources:

Airport Reserves	$ 560,000
Federal Aviation Administration (FAA) Grant	$ 5,040,000

Comments:

Project is pending funding from the FAA.

Construct Apron for Glycol Collection - General Aviation Apron

Project Number: **13-0008**

Department: Airport

Estimated Remaining Cost and Yearly Spending Plan: $3,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 0	$ 3,000,000	$ 0

Project Description:

Design/Construct Glycol Containment, Storage Facilities and Deicing Pads - General Aviation Apron

Proposed Funding Sources:

Airport Reserves	$ 300,000
Federal Aviation Administration (FAA) Grant	$ 2,700,000

Comments:

Project is pending FAA funding.

Construct General Aviation Apron Phase 2

Project Number: **13-0010**

Department: Airport

Estimated Remaining Cost and Yearly Spending Plan: $950,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 950,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

New area to be opened up to service demands for corporate/general aviation hangars.

Proposed Funding Sources:

Federal Aviation Administration (FAA) Grant	$ 855,000
Airport Reserves	$ 95,000

Comments:

Project is pending FAA funding.

Airport Improvements

Construct Taxiway "W" from Taxiway "U" to Taxiway "S"

Project Number: **10-0006**

Department: Airport

Estimated Remaining Cost and Yearly Spending Plan: $2,700,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 2,700,000	$ 0	$ 0	$ 0

Project Description:

Construct Taxiway "W" from Taxiway "U" to Taxiway "S"

Proposed Funding Sources:

Airport Reserves	$ 270,000
Federal Aviation Administration (FAA) Grant	$ 2,430,000

Comments:

Project is pending FAA funding.

Extend Runway 2/20 to 8,000 feet

Project Number: **13-0014**

Department: Airport

Estimated Remaining Cost and Yearly Spending Plan: $11,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 11,000,000	$ 0	$ 0

Project Description:

Increase length of Runway 2/20 to a total of 8,000 feet.

Proposed Funding Sources:

Airport Reserves	$ 1,100,000
Federal Aviation Administration (FAA) Grant	$ 9,900,000

Comments:

Project is pending FAA funding.

Long-term Parking Lot Expansion

Project Number: **19-0056**

Department: Airport

Estimated Remaining Cost and Yearly Spending Plan: $5,350,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 5,350,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

To expand the long-term parking lot to add an economy lot, south of the current long term lot, add a coverage walk way to the terminal building, and upgrade lighting.

Proposed Funding Sources:

Airport Reserves	$ 5,050,000

Comments:

Airport Improvements

Realign Taxiway N from Runway from 14-32 to 2-20

Project Number: **17-0158**

Department: Airport

Estimated Remaining Cost and Yearly Spending Plan: $4,200,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 4,200,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Realign Runway N from 14-32 to 2-20

Proposed Funding Sources:

Airport Reserves	$ 420,000
Federal Aviation Administration (FAA) Grant	$ 3,780,000

Comments:

Project is pending FAA funding.

Reconstruct Taxiway U and Taxiway U and B Direct Access Mitigation

Project Number: **17-0151**

Department: Airport

Estimated Remaining Cost and Yearly Spending Plan: $7,365,000

2019	2020	2021	2022	2023	2024	Beyond
$ 7,365,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Taxiway U and B direct access

Proposed Funding Sources:

Airport Reserves	$ 736,500
Federal Aviation Administration (FAA) Grant	$ 6,628,500

Comments:

Project is pending FAA funding.

Rehabilitate / Widen Taxiway "N" South of Runway 14/32

Project Number: **10-0005**

Department: Airport

Estimated Remaining Cost and Yearly Spending Plan: $10,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 10,000,000	$ 0	$ 0

Project Description:

Rehabilitate and Widen Taxiway "N" to 75 feet south of Runway 14/32 to Taxiway "S".

Proposed Funding Sources:

Airport Reserves	$ 1,000,000
Federal Aviation Administration (FAA) Grant	$ 9,000,000

Comments:

Project name changed from Widen Taxiway "N". Increased project expense and funding to include rehabilitation costs for specified portion of Taxiway "N". Project is pending FAA funding.

Airport Improvements

Rehabilitate Runway 2-20 Lighting System

Project Number: **17-0159**

Department: Airport

Estimated Remaining Cost and Yearly Spending Plan: $400,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 400,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Rehabilitate Runway 2-20 Lighting System

Proposed Funding Sources:

Airport Reserves	$	40,000
Federal Aviation Administration (FAA) Grant	$	360,000

Comments:

Project is pending FAA funding.

Replace Fencing

Project Number: **13-0007**

Department: Airport

Estimated Remaining Cost and Yearly Spending Plan: $450,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 450,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Replacement of approximately 3,500 feet of 6-foot fence with 8-foot fence and three strands of barbed wire.

Proposed Funding Sources:

Federal Aviation Administration (FAA) Grant	$	405,000
Airport Reserves	$	45,000

Comments:

Project is pending FAA funding.

Resurface and Reconstruct Airport Perimeter Road

Project Number: **10-0007**

Department: Airport

Estimated Remaining Cost and Yearly Spending Plan: $1,500,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 1,500,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Resurfacing and reconstruction of perimeter road.

Proposed Funding Sources:

Federal Aviation Administration (FAA) Grant	$	1,350,000
Airport Reserves	$	150,000

Comments:

Project is pending FAA funding.

Airport Improvements

Taxiway A and P Direct Access Mitigation

Project Number: **17-0154**

Department: Airport

Estimated Remaining Cost and Yearly Spending Plan: $1,300,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 1,300,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Taxiway A and P Direct Access Mitigation

Proposed Funding Sources:

Airport Reserves	$ 130,000
Federal Aviation Administration (FAA) Grant	$ 1,170,000

Comments:

Project Project is pending FAA funding.

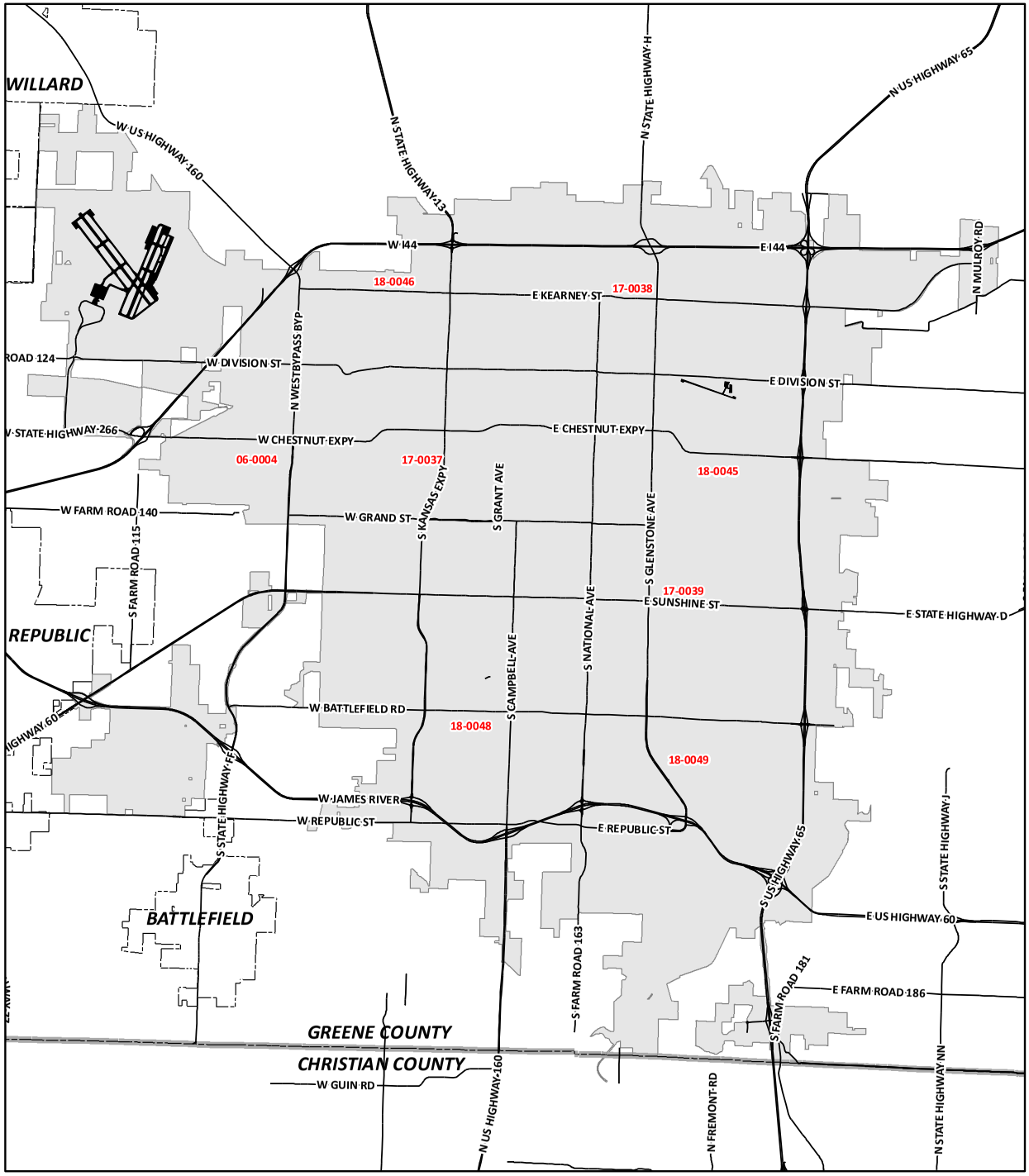
FIRE STATION

Improvements

2019 Capital Improvements Program

Projects and programs included in this category of the Capital Improvements Program align with those included in the Fire Department Facilities Master Plan, and facility improvement projects outlined within the level property tax project list. These projects are inclusive of the replacement of existing fire stations and addition of new stations to meet the demand for service in our community, all identified through and supported by the level property tax. Capital projects targeted for the Fire Department can include new stations, needed replacement of existing stations, and facility and infrastructure sustainment needs. The Fire Department works hand in hand with the Public Works Facilities team for program management of all city facility projects.

CITY OF Springfield FIRE



Capital Improvements Program

2019 - 2024
Fire Station Improvements

18-0045	Fire Staton 3 Facility Upgrade
18-0046	Fire Station 5 Facility Upgrade
18-0048	Fire Station 9 Facility Upgrade
18-0049	Fire Station 10 Facility Upgrade
17-0037	New Fire Station 13 - West Central
06-0004	New Fire Station 14 - West
17-0038	Replacement of Fire Station 4
17-0039	Replacement of Fire Station 7

*** Denotes City-Wide Program - Not Labeled on Map**

CITY OF Springfield

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Fire Station Improvements

Fire Station 10 Facility Upgrade

Project Number: **18-0049**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $874,500

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 88,000	$ 786,500	$ 0	$ 0	$ 0	$ 0

Project Description:

This project includes multiple facility upgrades such as roof replacement, window replacement, mechanical upgrades, separate Men/Women restroom/shower facilities, turnout gear extractor, fitness workout area and parking lot repairs including crack seal and striping. Electrical upgrades including panel capacity upgrade and the installation of emergency generator and transfer switch are also included. Fueling Station demolition will be done at this location. Installation of a new fueling station may be considered in the future.

Proposed Funding Sources:

Funding Source to be Identified	$	230,500
Level Property Tax	$	644,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018. The identified scope of work is proposed to be completed simultaneously to limit the down time for the Fire Station and to phase the facility improvements resulting in economic efficiency. The fueling station demolition is included in the Fueling Site Improvements project (CIP Project Number: 17-0130). Level Property Tax funding is subject to City Council approval and may include bonding.

Fire Station 3 Facility Upgrade

Project Number: **18-0045**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $614,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 375,000	$ 239,000	$ 0

Project Description:

This project includes multiple facility upgrades such as window replacement, mechanical upgrades, electrical upgrades including panel capacity upgrade and the installation of emergency generator and transfer switch, separate Men/Women restroom/shower facilities, turnout gear extractor, fitness workout area and parking lot repairs including concrete stabilization (in asphalt) and striping.

Proposed Funding Sources:

Level Property Tax	$	614,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018. The identified scope of work is proposed to be completed simultaneously to limit the down time for the Fire Station and to phase the facility improvements resulting in economic efficiency. Level Property Tax funding is subject to City Council approval and may include bonding.

Fire Station Improvements

Fire Station 5 Facility Upgrade

Project Number: **18-0046**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $314,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 0	$ 20,000	$ 294,000

Project Description:

This project includes multiple facility upgrades such as roof replacement, plinth block repairs and fitness workout area. Fueling Station demolition and installation will be done at this location to provide access to fuel for Fire, Police, and Public Works vehicles and equipment; however, the costing and funding is included in the project, Fueling Site Improvements project (CIP Project Number: 17-0130).

Proposed Funding Sources:

Level Property Tax $ 314,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018. The identified scope of work is proposed to be completed simultaneously to limit the down time for the Fire Station and to phase the facility improvements resulting in economic efficiency; however, the demolition of the existing underground fuel tanks and the estimated cost is included in the Fueling Site Improvements project (CIP Project Number: 17-0130). Level Property Tax funding is subject to City Council approval and may include bonding.

Fire Station 9 Facility Upgrade

Project Number: **18-0048**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $753,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 0	$ 525,400	$ 227,600

Project Description:

This project includes multiple facility upgrades such as roof replacement, mechanical upgrades, electrical upgrades including panel capacity upgrade and the installation of emergency generator and transfer switch, separate Men/Women restroom/shower facilities, turnout gear extractor, fitness workout area and parking lot repairs including concrete stabilization, mill/overlay, and striping.

Proposed Funding Sources:

Level Property Tax $ 753,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018. The identified scope of work is proposed to be completed simultaneously to limit the down time for the Fire Station and to phase the facility improvements resulting in economic efficiency. Level Property Tax funding is subject to City Council approval and may include bonding.

Fire Station Improvements

New Fire Station 13 - West Central

Project Number: **17-0037**

Department: Fire

Estimated Remaining Cost and Yearly Spending Plan: $3,941,000

2019	2020	2021	2022	2023	2024	Beyond
$ 320,000	$ 2,721,000	$ 700,000	$ 0	$ 0	$ 0	$ 200,000

Project Description:

This will allow the purchase of land, construct an 7,000 square feet fire station, and provide the equipment necessary.

Proposed Funding Sources:

Bond Issue funded by Level Property Tax $ 3,941,000

Comments:

New Fire Station 14 - West

Project Number: **06-0004**

Department: Fire

Estimated Remaining Cost and Yearly Spending Plan: $5,414,200

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 125,000	$ 0	$ 0	$ 0	$ 0	$ 5,289,200

Project Description:

This project will include design, construction of a fire station and the purchase of a fire engine, station equipment and furnishings. The department has purchased the land from the 2007 CIP. Phase I would include the design/engineering/professional work in advance of construction. Phase II would include construction, equipping, and staffing of the fire station. This project is included as a part of the Level Property Tax project list as approved by voters in November, 2017. Preliminary design work will be completed as a part of the Fire Department Facilities Master Plan for facilities in preparation for construction in 2026.

Proposed Funding Sources:

Bond Issue funded by Level Property Tax $ 5,414,200

Comments:

This project was identified as a high capital priority during the fire department's accreditation process. This project was included in the 2006-2011 Capital Improvements Program. No funding is allocated until the 2026 Bond is issued according to the Level Property Tax plan.

Replacement of Fire Station 4

Project Number: **17-0038**

Department: Fire

Estimated Remaining Cost and Yearly Spending Plan: $2,985,000

2019	2020	2021	2022	2023	2024	Beyond
$ 270,000	$ 1,815,000	$ 900,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Demolish the existing station and replace with a new one on the same property.

Proposed Funding Sources:

Bond Issue funded by Level Property Tax $ 2,985,000

Comments:

Fire Station Improvements

Replacement of Fire Station 7

Project Number: **17-0039**

Department: Fire

Estimated Remaining Cost and Yearly Spending Plan: $3,413,000

2019	2020	2021	2022	2023	2024	Beyond
$ 270,000	$ 0	$ 0	$ 0	$ 2,143,000	$ 0	$ 1,000,000

Project Description:

Demolish the existing station and replace with a new one on the same property.

Proposed Funding Sources:

Bond Issue funded by Level Property Tax $ 3,413,000

Comments:

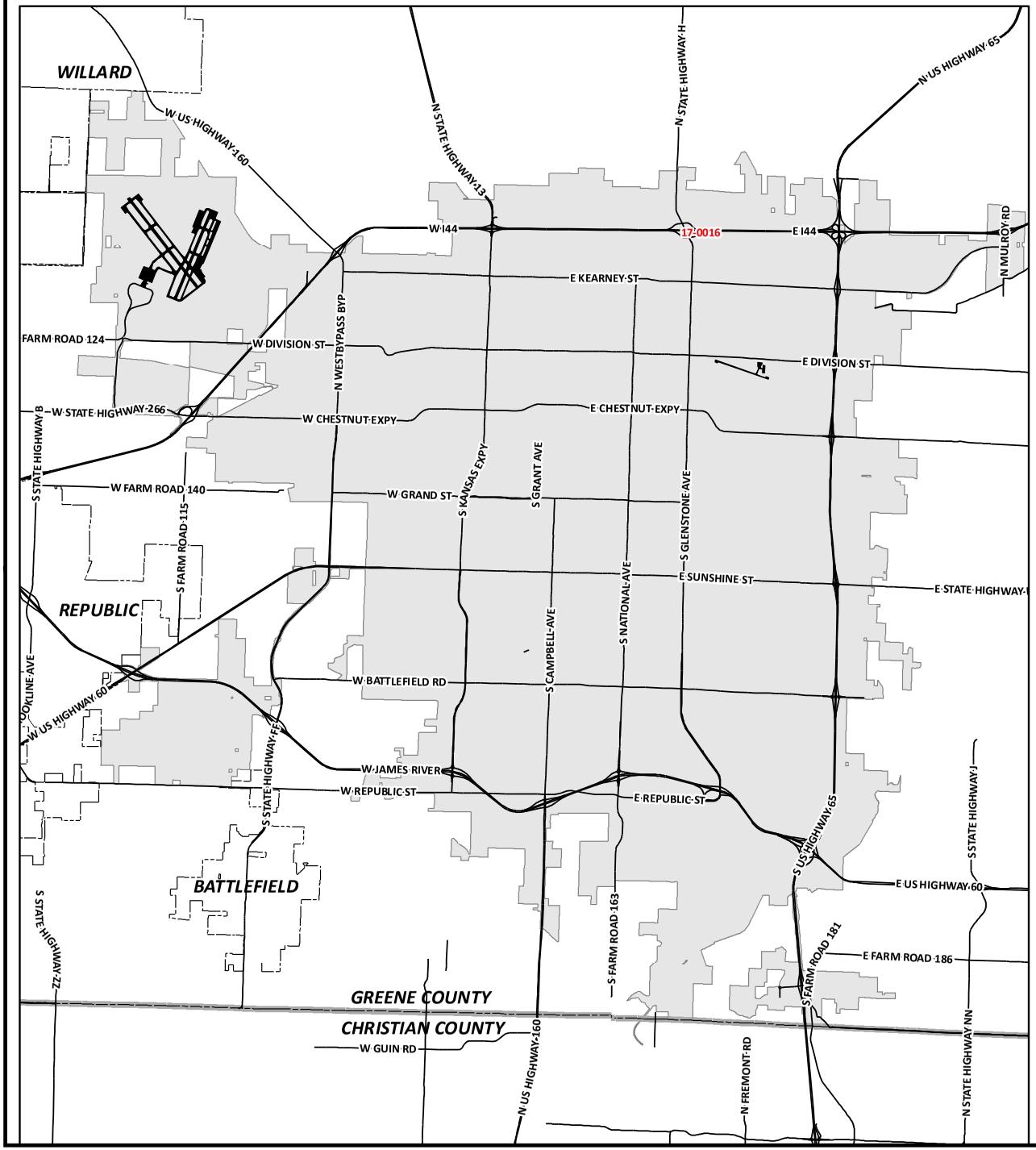
GOLF COURSE

Improvements

2019 Capital Improvements Program

Projects included in this category of the Capital Improvements Program are primarily focused on improvements to the municipal golf facilities and courses. The Springfield-Greene County Park Board works closely with golf patrons and golfing organizations to identify long-term capital improvement needs in an effort to respond to existing deficiencies and to stay current with golfing industry trends. Golf Course improvement projects are based on assessments that identify infrastructure needs, improving the golfing experience at each golf course, enhancing additional means to generate revenue and long-term maintenance considerations. The majority of projects listed address long-term sustainability and improvements to remain viable within a competitive environment. Potential funding sources may include future Parks sales tax initiatives.

The PARK
SPRINGFIELD-GREENE COUNTY PARK BOARD



Capital Improvements Program

2019 - 2024
Golf Course Improvements

17-0016 Bill & Payne Stewart Golf Course Asphalt Golf Cart Paths

CITY OF Springfield

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Golf Course Improvements

Bill & Payne Stewart Golf Course Asphalt Golf Cart Paths

Project Number: **17-0016**

Department: Parks

Estimated Remaining Cost and Yearly Spending Plan: $250,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 250,000	$ 0	$ 0

Project Description:

Asphalt golf cart path extensions and repairs.

Proposed Funding Sources:

Funding Source to be Identified $ 250,000

Comments:

Areas of degraded asphalt golf cart paths are also in need of repair.

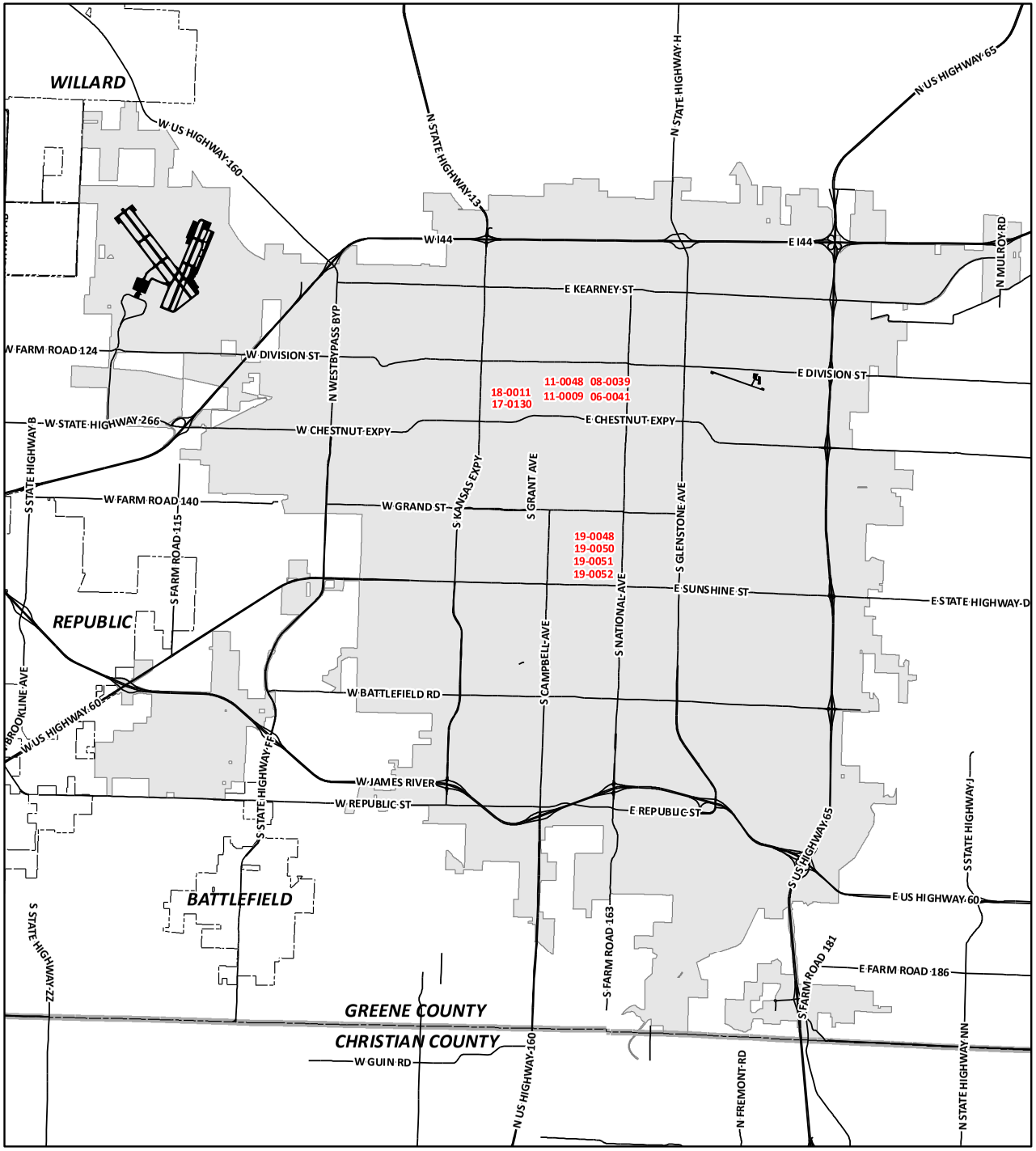
MUNICIPAL BUILDING & GROUND

Improvements

2019 Capital Improvements Program

Projects and programs included in this category of the Capital Improvements Program are identified to meet the needs of various Municipal Departments, as well as the needs of the public. Projects include the design and construction of new city owned and operated buildings and facilities, in addition to improvements to the adjoining grounds, and accessory structures. A variety of improvements and upgrades such as emergency power upgrades, HVAC systems, new roofs, parking lot resurfacing, and site enhancements are a big part of this category. New fire stations, police stations, and parks facilities are not included in this section of the Capital Improvements Program. Those projects included in this section are identified through a prioritization process based on 1) improvements required by law; 2) improvements to maintain life safety of occupants and security of facilities; 3) improvements to protect the integrity of facilities' exterior envelopes; 4) mission essential improvements; and 5) mission enhancement improvements.

CITY OF Springfield PUBLIC WORKS



Capital Improvements Program

2019 - 2024
Municipal Building and Ground Improvements

- * 17-0169 2016-2019 Facility Maintenance Program
- * 17-0143 2016-2019 Reforestation and Landscaping
- * 19-0024 2019-2024 Reforestation and Landscaping Improvements
- * 06-0067 Animal Control Shelter
- 19-0050 Art Museum Education Wing Replacement (AMMP Phase I)
- 19-0051 Art Museum Event Space (AMMP Phase II)
- 19-0052 Art Museum Gallery and Building Improvement (AMMP Phase III)
- 19-0048 Art Museum Ground Improvements (AMMP Phase I)
- 17-0130 Fueling Site Improvements
- 06-0041 Historic City Hall Renovation Phase 2
- 11-0009 Municipal Court Building
- 08-0039 Police Headquarters Roof Replacement
- 18-0011 Public Grounds Operations Maintenance Building
- 11-0048 Special Response Team (SRT) - Mill Building Police Detective Office and HVAC Upgrade

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CITY OF Springfield

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Municipal Building and Ground Improvements

2016-2019 Facility Maintenance Program

Project Number: **17-0169**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $750,000

2019	2020	2021	2022	2023	2024	Beyond
$ 250,000	$ 250,000	$ 250,000	$ 0	$ 0	$ 0	$ 0

Project Description:

This is a new 1/4-cent Capital Improvement Sales Tax Program that will provide funding to maintain, upgrade, rehabilitate, or improve City municipal buildings and facilities such as Police Department facilities, Fire Stations, or other general government buildings.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 750,000

Comments:

There are no project expenditures through 2018. This is a new 1/4-cent Sales Tax program and has been included in the Capital Improvements Program since 2017.

2019-2024 Reforestation and Landscaping Improvements

Project Number: **19-0024**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $3,500,000

2019	2020	2021	2022	2023	2024	Beyond
$ 250,000	$ 650,000	$ 650,000	$ 650,000	$ 650,000	$ 650,000	$ 0

Project Description:

Restoration of tree canopy through the planting of trees and maintenance of recently planted trees on City Right Of Way, facilities and improvement projects. NeighborWoods and general reforestation projects will both be completed in this project. Additionally, a number of high profile landscapes will receive new or renovated landscaping in an effort to reduce landscape maintenance inputs and improve both public and employee safety.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 3,500,000

Comments:

There are no project expenditures through 2018. A Community Trees, Reforestation and Landscaping project has been included in the Capital Improvements Program since 2002. Funding for this program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

Animal Control Shelter

Project Number: **06-0067**

Department: Health

Estimated Remaining Cost and Yearly Spending Plan: $3,389,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 490,000	$ 0	$ 2,899,000

Project Description:

This project includes land procurement, design and construction of a new Animal Shelter for the City of Springfield to increase the shelter's capacity, accessibility, visibly and amenities for the animals and the staff.

Proposed Funding Sources:

Bond Issue funded by Level Property Tax $ 3,389,000

Comments:

There are no expenditures through 2017. This project was first added to the Capital Improvements Program in 2006.

Municipal Building and Ground Improvements

Art Museum Education Wing Replacement (AMMP Phase I)

Project Number: **19-0050**

Department: Art Museum

Estimated Remaining Cost and Yearly Spending Plan: $5,862,375

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 0	$ 5,862,375	$ 0

Project Description:

This project will include the demolition and replacement of the Museum's existing Education Wing to improve educational programming and administrative spaces while improving circulation and visitor experience. The new Education Wing will include a large family learning center, flexible classroom space, a community art studio, and an improved facade improving access to greenspaces to the south of the Museum.

Proposed Funding Sources:

Art Museum Fund Balance $ 5,862,375

Comments:

This project should replace Project # 17-0141, Art Museum Education Wing Expansion/Renovation

Art Museum Event Space (AMMP Phase II)

Project Number: **19-0051**

Department: Art Museum

Estimated Remaining Cost and Yearly Spending Plan: $5,358,817

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 0	$ 5,358,170	$ 647

Project Description:

This project will include the addition of a large community event space and new entryway to the Museum's west side. This will include improvements to the community room, reception area, and catering kitchen.

Proposed Funding Sources:

Art Museum Fund Balance $ 5,358,170

Comments:

Art Museum Gallery and Building Improvement (AMMP Phase III)

Project Number: **19-0052**

Department: Art Museum

Estimated Remaining Cost and Yearly Spending Plan: $2,266,060

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 0	$ 2,266,060	$ 0

Project Description:

This project will include improvements the the Museum's Auditorium, Weisel and Kelly Galleries, exhibition prep areas, and temporary art storage.

Proposed Funding Sources:

Art Museum Fund Balance $ 2,266,060

Comments:

Municipal Building and Ground Improvements

Art Museum Grounds Improvements (AMMP Phase I)

Project Number: **19-0048**

Department: Art Museum

Estimated Remaining Cost and Yearly Spending Plan: $2,358,400

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 0	$ 2,358,400	$ 0

Project Description:

Project will include the relocation of the Museum's parking lot to the north side of the property, the installation of pedestrian/bike trails throughout the Museum grounds, and the extension of existing Amphitheater lawn to the west entrance of the Museum over the existing parking lot. More information including conceptual design documents and cost estimates is available if needed.

Proposed Funding Sources:

Art Museum Fund Balance	$ 2,358,400

Comments:

Fueling Site Improvements

Project Number: **17-0130**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,149,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 100,000	$ 0	$ 0	$ 0	$ 1,049,000

Project Description:

Project includes the demolition of underground fuel tanks and outdated fuel islands at Fire Stations #10, #2 and #6. Project also includes the installation of above ground fueling storage tanks, new fueling stations, new fueling islands, and enhanced fuel management and monitoring systems as applicable at Fire Stations #5 and #6 (South District Station). Installation of a new fueling system at Fire Station #10 may be considered in the future. The Public Works Service Center Operations Facility to receive enhanced fuel management and monitoring systems as well. The type of the existing underground tanks varies from fiberglass to steel, with ages from 16 years to 39 years, and sizes from 3,000 to 6,000 gallons.

Proposed Funding Sources:

Level Property Tax	$ 80,000
General Fund	$ 1,069,000

Comments:

Project expenditures are estimated at $45,000 through 2018 for two tanks at Fire Station #10 that were decommissioned. The demolition of existing underground storage tanks and the installation of new fueling equipment at the Southwest Wastewater Treatment Plant is included in the Southwest Treatment Plant - Fueling Station Replacement project (CIP Project Number 19-0032). This project has been included in the Capital Improvements Program since 2017 and will require Ciy Council approval of the funding source.

Municipal Building and Ground Improvements

Historic City Hall Renovation Phase 2

Project Number: **06-0041**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $6,377,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 432,000	$ 3,147,300	$ 2,797,700	$ 0

Project Description:

Project includes upgrading the historic structure to meet the needs of the present day City functions. The scope of work includes the addition of a new elevator, restroom core, upgrading the electrical and mechanical systems providing more efficiency, and reorganizing the layout to better accommodate the Fire Department, Information Systems, PIO and City Council. This project will continue the upgrade of Historic City Hall's HVAC as well as continue the exterior renovations. The project may include demolition of the wood framed structure at the southeast corner of the building, restoration of the building facade, new entrance doors, sidewalk improvements, exterior lighting and landscaping.

Proposed Funding Sources:

Level Property Tax	$ 6,377,000

Comments:

Project expenditures are estimated at $115,000 through 2018. This includes approximately $44,000 for the painting of the exterior face of the windows and was funded by the General Fund. Also included was The Historic City Hall Master plan cost of approximately $71,000 funded by 1/4-cent Capital Improvement Sales Tax. This project has been included in the Capital Improvements Program since 2006. Level Property Tax funding is subject to City Council approval and may include bonding.

Municipal Court Building

Project Number: **11-0009**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $17,435,000

2019	2020	2021	2022	2023	2024	Beyond
$ 135,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 17,300,000

Project Description:

Design and construct a new Municipal Court facility to fully comply with the Criminal Justice Code and municipal building codes to replace the current Municipal Court Building at the corner of Chestnut Expressway and Benton which has no holding cells and no screening area. Anticipated 2019 expenses funded by the General Fund are related to potential demolition of outdated structures on the proposed future site of the new Municipal Court Facility.

Proposed Funding Sources:

Funding Source to be Identified	$ 17,300,000
General Fund	$ 135,000

Comments:

Project expenditures are estimated at $107,500 through 2018 for the Municipal Court Master Plan and was funded by the 1/4-cent Capital Improvement Sales Tax. Construction will require City Council approval of funding source(s). This project has been included in the Capital Improvements Program since 2011.

Municipal Building and Ground Improvements

Police Headquarters Roof Replacement

Project Number: **08-0039**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,091,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 212,500	$ 878,500	$ 0

Project Description:

Complete roof replacement at the Police Headquarters Building. Project will also include replacement of edge flashing, equipment flashing and roof penetrations on all roof levels.

Proposed Funding Sources:

Level Property Tax $ 1,091,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2008. Level Property Tax funding is subject to City Council approval and may include bonding.

Public Grounds Operations Maintenance Building

Project Number: **18-0011**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $2,797,000

2019	2020	2021	2022	2023	2024	Beyond
$ 208,000	$ 1,952,250	$ 636,750	$ 0	$ 0	$ 0	$ 0

Project Description:

This project includes a new facility that will accommodate the needs of all the Public Works Grounds staff improving the division's operational productivity.

Proposed Funding Sources:

Level Property Tax $ 2,797,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018. Level Property Tax funding is subject to City Council approval and may include bonding.

Municipal Building and Ground Improvements

Reforestation and Landscaping

Project Number: **17-0143**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $2,297,000

2019	2020	2021	2022	2023	2024	Beyond
$ 1,075,000	$ 702,000	$ 345,000	$ 175,000	$ 0	$ 0	$ 0

Project Description:

Install and establish tree plantings and landscapes along City streets. Restoration of tree canopy through the planting of approximately 1,100 trees and maintenance of recently planted trees on City Right Of Way, facilities and improvement projects. NeighborWoods and general reforestation projects will both be completed in this project. Additionally, a number of high profile landscapes will receive new or renovated landscaping in an effort to reduce landscape maintenance inputs and improve both public and employee safety.

Proposed Funding Sources:

Parks 1/4 Cent Sales Tax, for Storm Water	$ 170,000
1/8-cent Transportation Sales Tax	$ 82,000
1/4-cent Capital Improvement Sales Tax	$ 2,045,000

Comments:

Project expenditures are estimated at $3,045,000. A Community Trees, Reforestation and Landscaping project has been included in the Capital Improvements Program since 2002. Funding beyond the 2016-2019 program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program.

Signal Operations Shop

Project Number: **13-0051**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $2,500,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 0	$ 100,000	$ 2,400,000

Project Description:

Acquire right-of-way, design, construct and equip a new Signal Operations Maintenance Shop, including required garages and material storage yard.

Proposed Funding Sources:

Funding Source to be Identified	$ 2,500,000

Comments:

There are no project expenditures through 2018. The acquisition of property and installation of fencing for the Signal System and Equipment Storage building has been reported separately as an accomplishment. The schematic design and probable cost estimate for the facility expansion were completed during the Phil Broyles Complex Master Plan. This project has been included in the Capital Improvements Program since 2013. Funding for this project will require City Council approval of a future funding source and may require voter approval and bonding.

Municipal Building and Ground Improvements

Special Response Team (SRT)-Mill Building Police Detective Office & HVAC Upgrade Project Number: **11-0048**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $649,500

2019	2020	2021	2022	2023	2024	Beyond
$ 649,500	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and construct HVAC improvements for the lobby and upper level offices of the Special Response Team (SRT) - Mill Classroom building and parking lot improvements and expansion.

Proposed Funding Sources:

General Fund	$	158,400
Level Property Tax	$	491,100

Comments:

Project expenditures are estimated at $46,500 through 2018. This project has been included in the Capital Improvements Program since 2011.

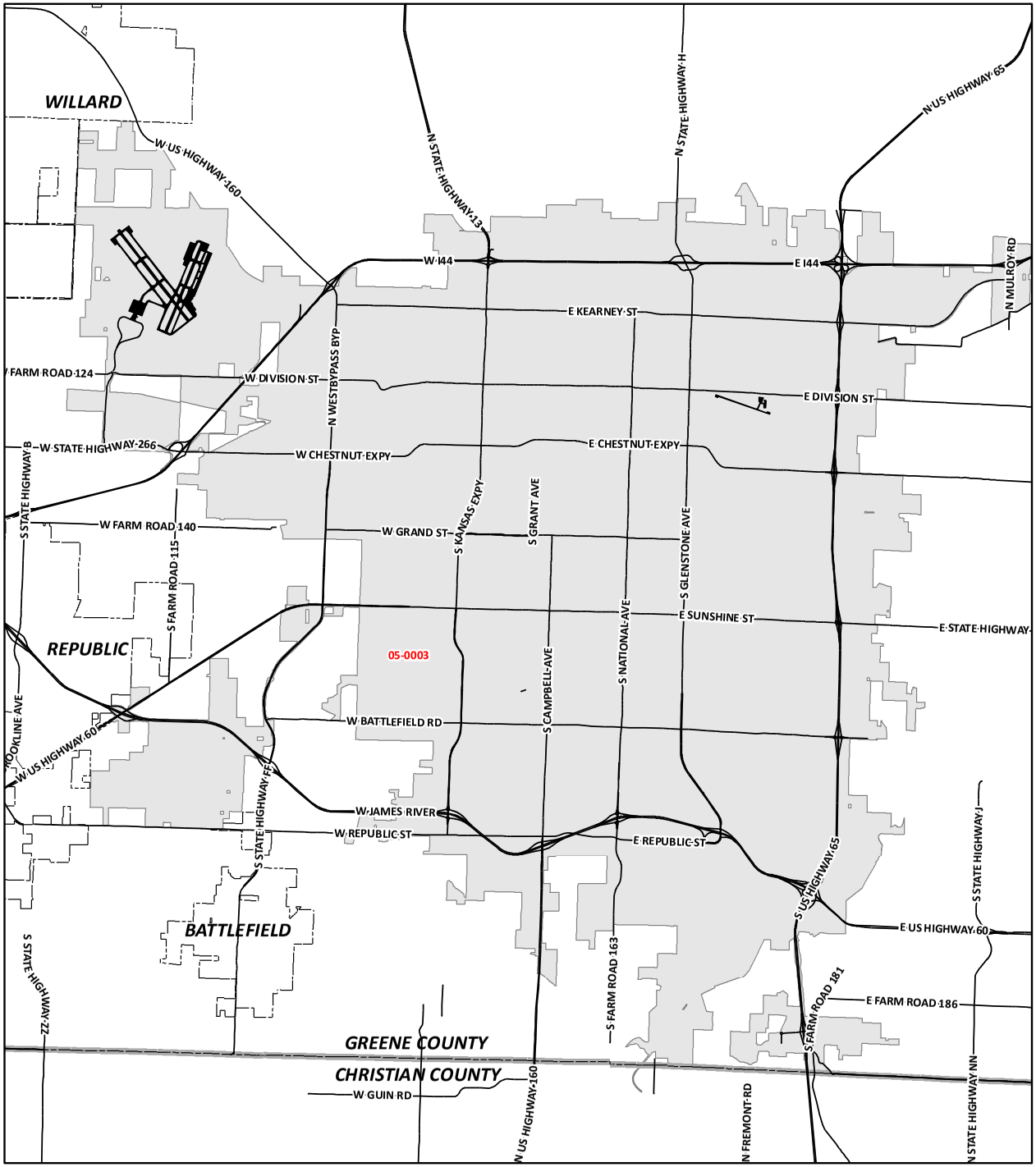
PARK

Improvements

2019 Capital Improvements Program

Projects and programs included in the following section of the Capital Improvements Program align with those included in the annual Parks, Open Space and Greenways Master Plan. Many of these projects surface as a result of priorities identified by neighborhoods, while others represent facility needs identified by administration to keep park facilities in peak operational capacity. Capital projects targeted for the Parks Department can include new playground equipment, significant facility repairs, infrastructure improvements, facility improvements as well general improvements to park grounds. Park Improvements have been predominantly funded through the 2001 and 2006 County-wide Parks ¼-cent sales tax referendums with additional funding potentially provided through future Parks sales tax initiatives.

The PARK
SPRINGFIELD-GREENE COUNTY PARK BOARD



Capital Improvements Program

2019 - 2024

Park Improvements

05-0003 Nathanael Greene / Close Memorial Park - Park Entrance, Road & Parking Improvements

CITY OF Springfield

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Park Improvements

Nathanael Greene / Close Memorial Park Entrance, Road & Parking Improvements

Project Number: **05-0003**

Department: Parks

Estimated Remaining Cost and Yearly Spending Plan: $2,200,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 300,000	$ 0	$ 0	$ 0	$ 1,900,000

Project Description:

Design and develop an improved park entrance, road improvements and additional parking to accommodate two way traffic and additional parking for park and festival use as well as tour buses. Also includes site lighting enhancements. Funds could also be utilized to repair the lakes within the Mizumoto Japanese Stroll Garden.

Proposed Funding Sources:

Funding Source to be Identified	$ 2,200,000
	$

Comments:

Funding may require Springfield-Greene County Park Board, City Council, Greene County and voter approval of future County-wide Parks Sales. This project has been included in the Capital Improvements Program since 2005.

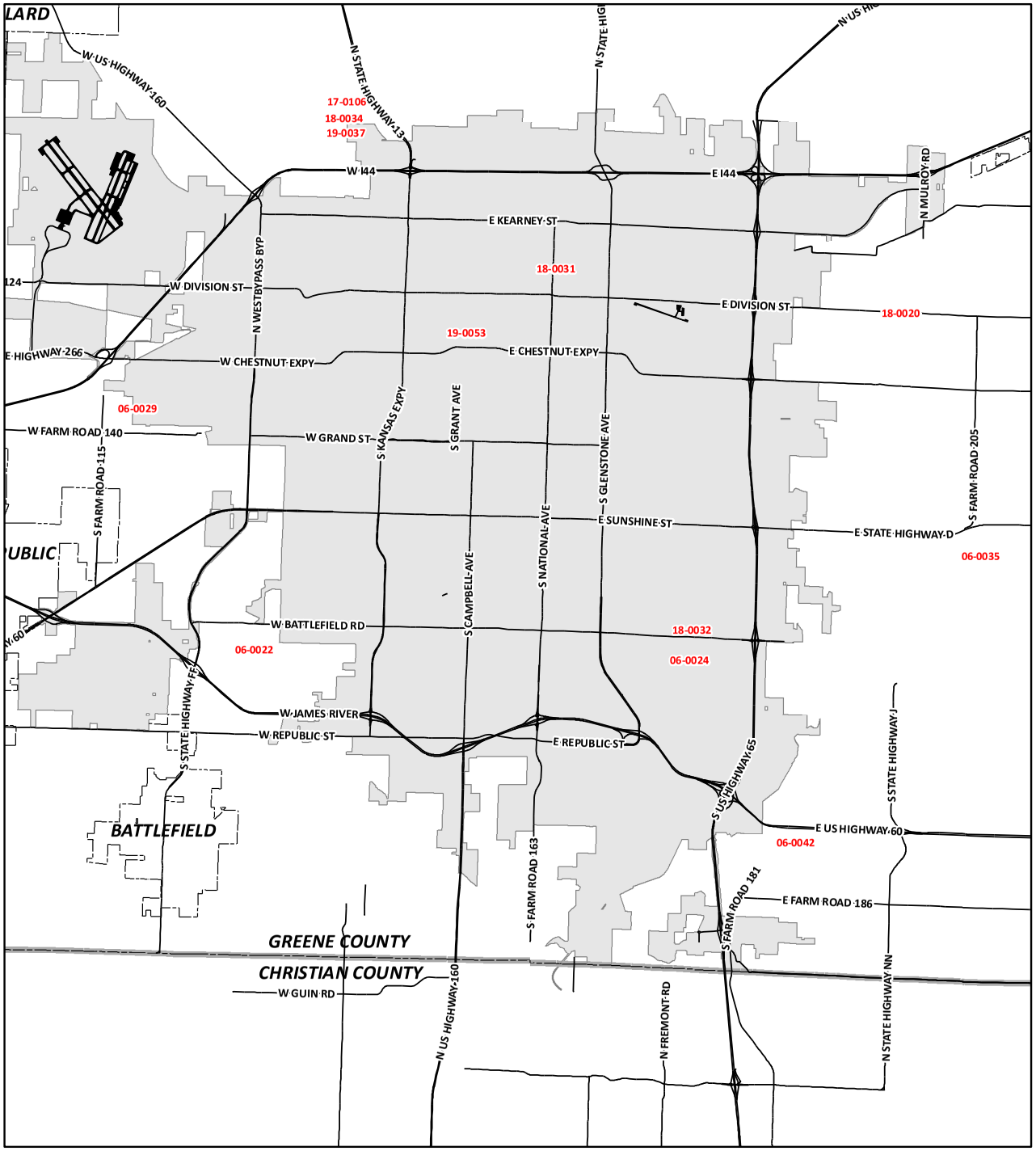
SANITARY SEWER

Improvements

2019 Capital Improvements Program

Projects and programs in this category of the Capital Improvements Program are largely dictated by the City's Overflow Control Plan (OCP) which is the City's response to an Amended Consent Judgement with the Missouri Department of Natural Resources. This plan requires that the City invest $200M over a 10-year period to reduce sanitary sewer overflows. Guided by the Springfield-Greene County Integrated Plan for the environment, the OCP includes investments to rehabilitate critical sewer infrastructure and replace capital assets and facilities that are nearing the end of their useful life. All projects in this category are ultimately funded through the revenues of the Clean Water enterprise fund.

CITY OF Springfield ENVIRONMENTAL SERVICES



Capital Improvements Program

2019 - 2024
Sanitary Sewer Improvements
(Map 1 of 3)

- 06-0022 Abbey Lane Trunk Sewer
- 06-0024 Blackman Woods Lift Station Relief Sewer
- 06-0029 Chestnut South Trunk Sewer
- 06-0035 Copper Mill Trunk Sewer
- 19-0053 Environmental Services Operations Facility
- 06-0042 Hunt Branch Trunk Sewer
- * 18-0004 James River Lift Station Improvements
- 19-0037 Northwest Treatment Plan - Sludge Storage and Handling Improvements
- 18-0034 Northwest Treatment Plant Peak Flow Storage Basin
- 17-0106 Northwest Treatment Plant UV Disinfection System Expansion
- 18-0020 Old Wire Road Trunk Sewer
- * 93-0005 Sanitary Sewer District Construction Program - 2005 Bond Authorization
- * 18-0003 Sanitary Sewer District Construction Program Funded by Sanitary Sewer Reserves
- * 17-0094 Sanitary Sewer Overflow Control Program Sewer Rehabilitation Group 4
- * 17-0095 Sanitary Sewer Overflow Control Program Sewer Rehabilitation Group 5
- * 17-0096 Sanitary Sewer Overflow Control Program Sewer Rehabilitation Group 6
- * 17-0097 Sanitary Sewer Overflow Control Program Sewer Rehabilitation Group 7
- 18-0031 Sanitary Sewer Overflow Reduction Project - Doling Park
- 18-0032 Sanitary Sewer Overflow Reduction Project - Galloway 04

*** Denotes City-Wide Program - Not Labeled on Map**

CITY OF Springfield

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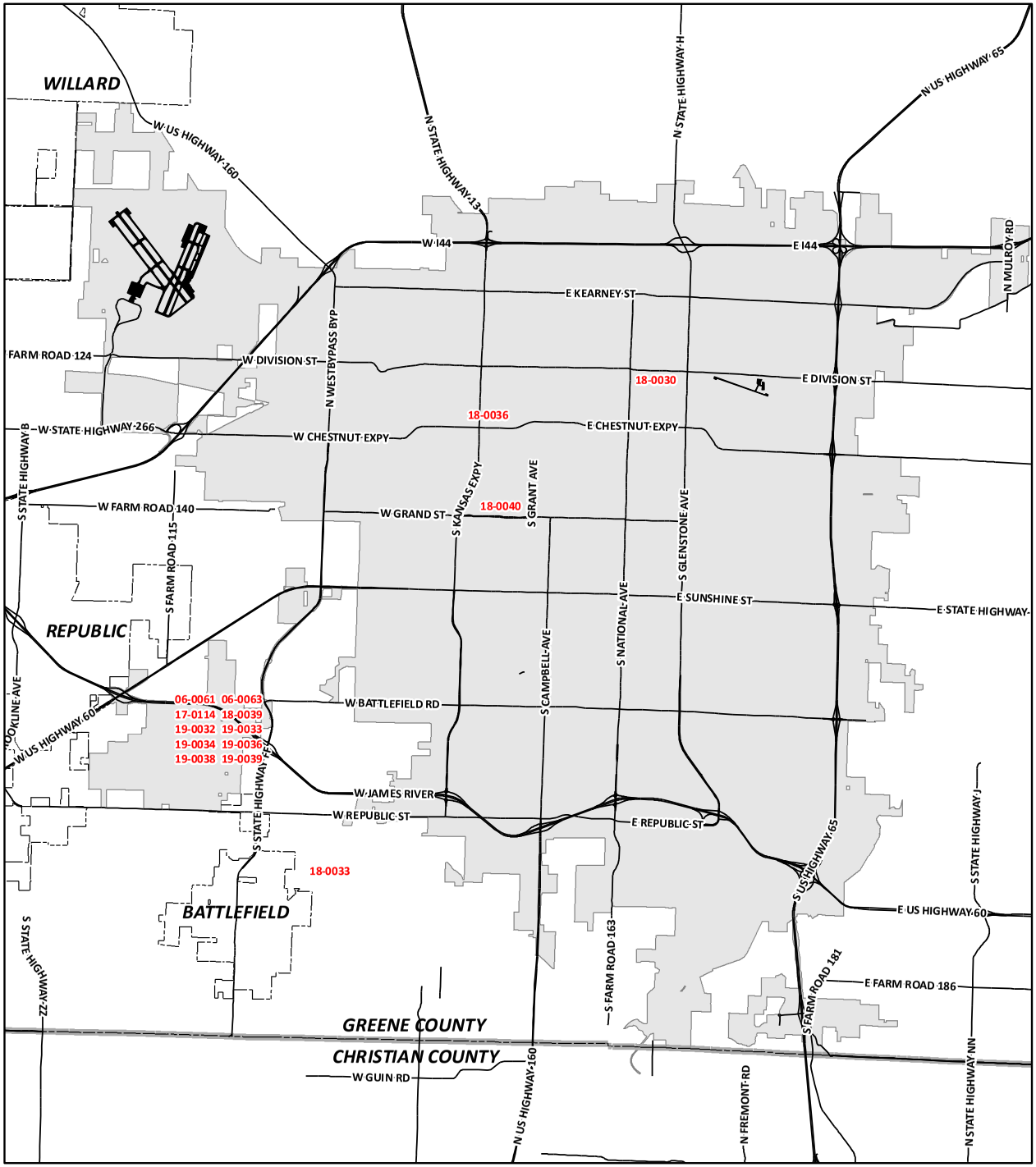

Capital Improvements Program

2019 - 2024
Sanitary Sewer Improvements
(Map 2 of 3)

- 18-0033 Sanitary Sewer Overflow Reduction Project - Pea Ridge 03/04
- 18-0030 Sanitary Sewer Overflow Reduction Project - Smith Park
- * 19-0039 Sanitary Sewer Overflow Reduction Project - System Capacity Improvement Projects
- 18-0040 Sanitary Sewer Overflow Reduction Project Grand St. & Grant Ave. to New Ave.
- 18-0039 Sanitary Sewer Overflow Reduction Project James River Lift Station Pipe Cleaning
- 18-0036 Sewer Maint. Equipment Storage Building
- * 01-0004 Shared Cost Sanitary Sewer Construction - Developer Agreements
- 06-0061 SW Treatment Plant - Administrative and Maintenance Facility Improvement
- 19-0033 SW Treatment Plant - Biogas Pipeline Injection
- 06-0063 SW Treatment Plant - Digester Improvements
- 19-0032 SW Treatment Plant - Fueling Station Replacement
- 19-0034 SW Treatment Plant - Denitrification Filter Retrofit with Cloth Media
- 19-0036 SW Treatment Plant - Plant Automation
- 19-0038 SW Treatment Plant - Pond #2 Dewatering Pump Station
- 17-0114 SW Treatment Plant Clarifier Launder Covers

*** Denotes City-Wide Program - Not Labeled on Map**

CITY OF Springfield

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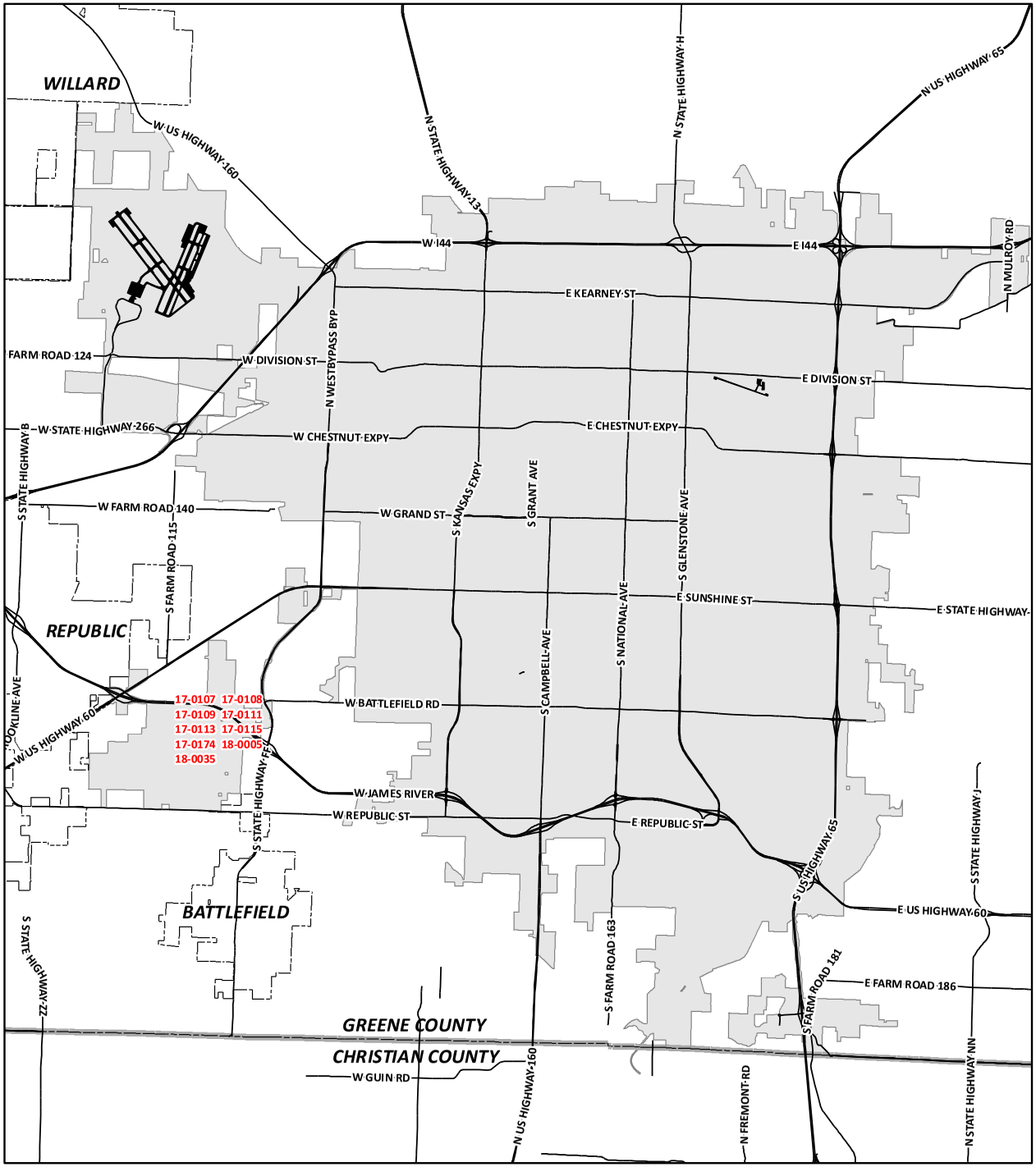

Capital Improvements Program

2019 - 2024
Sanitary Sewer Improvements
(Map 3 of 3)

- 17-0107 SW Treatment Plant Cryo Plant Main Air Compressor Downsizing
- 17-0115 SW Treatment Plant Equipment Storage Building
- 17-0113 SW Treatment Plant Grit Unloading Station
- 18-0005 SW Treatment Plant Headworks Renewal and Improvements
- 17-0111 SW Treatment Plant Lab HVAC Upgrade and Fume Hood Replacement
- 17-0109 SW Treatment Plant- Plant 2 Aeration Basin Upgrades
- 17-0108 SW Treatment Plant- Plant 2 Polishing Filters Diamond Filter Retrofit
- 17-0174 SW Treatment Plant Solar Farm
- * 18-0035 Treatment Facility Renewal
- * 03-0013 Wastewater Treatment Plants - Buffer Land Acquisition

*** Denotes City-Wide Program - Not Labeled on Map**

CITY OF Springfield

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Sanitary Sewer Improvements

Abbey Lane Trunk Sewer

Project Number: **06-0022**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $445,000

2019	2020	2021	2022	2023	2024	Beyond
$ 60,000	$ 37,000	$ 245,000	$ 103,000	$ 0	$ 0	$ 0

Project Description:

Construct a gravity sanitary sewer line approximately 2,100 feet from Rivercut Golf Community northerly to the Abbey Lane Subdivision.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 445,000

Comments:

There are no project expenditures through 2018. This project was suspended in 2012 to evaluate the project's integration with the Overflow Control Program. The project was selected as the third priority in a cost/benefit analysis of lift station relief and will reduce operating costs by eliminating the Abbey Lane Lift Station. This project has been included in the Capital Improvement Program since 2006.

Blackman Woods Lift Station Relief Sewer

Project Number: **06-0024**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $155,000

2019	2020	2021	2022	2023	2024	Beyond
$ 155,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and construct a gravity sanitary sewer line approximately 775 feet from a manhole in the 3600 block of E. Seminole Street north to the Blackman Woods Lift Station.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 155,000

Comments:

Project expenditures are estimated at $35,000 through 2018. The project was suspended in 2012 to evaluate the project's integration with the Overflow Control Program. The project was selected as the top priority in a cost/benefit analysis of lift station relief and will reduce operating costs by eliminating the Blackman Woods Lift Station. This project has been included in the Capital Improvement Program since 2006.

Sanitary Sewer Improvements

Chestnut South Trunk Sewer

Project Number: **06-0029**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $682,000

2019	2020	2021	2022	2023	2024	Beyond
$ 100,000	$ 582,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Construct approximately 3,380 feet of gravity sanitary sewer line northerly from the Deer Lake Trunk Sewer to the Chestnut South Lift Station.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 682,000

Comments:

Project expenditures are estimated at $75,000 through 2018. The project was suspended in 2012 to evaluate the project's integration with the Overflow Control Program. Design is currently underway with construction to begin in 2019. The project was selected as the second priority in a cost/benefit analysis of lift station relief and will reduce operating costs by eliminating the Chestnut South Lift Station. This project has been included in the Capital Improvement Program since 2006.

Copper Mill Trunk Sewer

Project Number: **06-0035**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $702,250

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 88,000	$ 20,000	$ 258,000	$ 336,250	$ 0

Project Description:

Construct approximately 3,600 feet of gravity sanitary sewer line from the Pierson Creek Trunk Sewer northeasterly to Copper Mill Estates Lift Station.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 702,250

Comments:

There are no project expenditures through 2018. This project was suspended in 2012 to evaluate the project's integration with the Overflow Control Program. Design and construction costs will be funded through Sanitary Sewer Fund Balance Reserves. This project was selected based on its cost/benefit analysis of lift station relief and will reduce operating costs by eliminating the Copper Mill Lift Station. This project has been included in the Capital Improvement Program since 2006.

Sanitary Sewer Improvements

Environmental Services Operations Facility

Project Number: **19-0053**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $5,050,000

2019	2020	2021	2022	2023	2024	Beyond
$ 50,000	$ 2,000,000	$ 3,000,000	$ 0	$ 0	$ 0	$ 0

Project Description:

New storage and office space for sewer maintenance and possibly other areas of Environmental Services.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 5,050,000

Comments:

There are no project expenditures through 2018. As Environmental Services and Public Works cooperate on a master plan of our current facilities at the Phil Broyles complex, it may become feasible for Environmental Services to relocate portions of our operations to another site, requiring additional buildings and infrastructure. First year expenses will be related to a feasibility study and continuation of the master planning process with later year estimates to include potential storage and office space. Partial funding may come from the transfer of current ES assets to other City departments. This project is a new addition to the Capital Improvements Program.

Hunt Branch Trunk Sewer

Project Number: **06-0042**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $2,710,000

2019	2020	2021	2022	2023	2024	Beyond
$ 60,000	$ 1,325,000	$ 1,325,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Construct a gravity sanitary sewer trunk line along Hunt Branch from Highland Springs Country Club to Farm Road 205, south of U.S. Highway 60, eastward with 12,962 feet of 21-inch to 18-inch pipe. Project will include bores under 3 county roads and 2 state highways.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 2,710,000

Comments:

Project expenditures are estimated at $183,700 through 2018. This project was suspended in 2012 to evaluate the project's integration with the Overflow Control Program. Design is complete and partial easements have been obtained. This project will serve the U.S. 60 Highway corridor east of the Highland Springs Development. There is strong development interest within the unsewered area of the Urban Service Area. It ranks at the top of the trunk line priority list. This project has been included in the Capital Improvement Program since 2006.

Sanitary Sewer Improvements

James River Lift Station Improvements

Project Number: **18-0004**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $2,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 1,000,000	$ 1,000,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and construct several improvements to the James River lift station. Scope has not yet been determined so cost estimate is subject to change. Estimate includes check valve replacement, addition of isolation valves, upgrading obsolete Variable Frequency Drive (VFD's) and converting 4160V single speed pumps to 480V VFD powered pumps.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 2,000,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018.

Jordan Valley Creek Sewer Relocation Project

Project Number: **19-0061**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $350,000

2019	2020	2021	2022	2023	2024	Beyond
$ 50,000	$ 300,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and construct a section of 36-inch sanitary sewer trunk line that will relocate it from under the existing Jordan Valley Box Culvert between Jefferson and Boonville through the new Jordan Valley Innovation Center complex being constructed. It is being coordinated with the construction of the Public Works Storm Water Project "Renew Jordan Creek Box Culvert Segment Phelps to Boonville" that is listed as Project Number 18-0002 in the Capital Improvement Program.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 350,000

Comments:

There are no project expenditures through 2018. Design of this project and future concept design to remove this trunk line from under the existing Jordan Valley Box will begin in 2019. Relocation of this trunk line will enable the existing Jordan Valley Box to be opened up and when the entire line is completed in future phases reduce maintenance on this critical section of line through downtown and make easier access to the 36-inch sewer trunk line. This project is a new addition to the Capital Improvements Program.

Sanitary Sewer Improvements

Northwest Treatment Plant - Sludge Storage and Handling Improvements

Project Number: **19-0037**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $750,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 500,000	$ 250,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Upgrade aging sludge storage and handling at the Northwest Treatment Plant including adding a dome to sludge basin #2, rehabing the existing basin cover, improving mixing and pumping capabilities.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 750,000

Comments:

There are no project expenditures through 2018. The scope and equipment costs are not yet fully determined, so the cost estimate is subject to change. This project is a new addition to the Capital Improvements Program.

Northwest Treatment Plant Peak Flow Storage Basin

Project Number: **18-0034**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $16,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 1,000,000	$ 10,000,000	$ 5,000,000	$ 0	$ 0

Project Description:

Design and construction of a flow equalization basin located east of the Northwest Wastewater Treatment Plant.

Proposed Funding Sources:

Special Obligations Bonds To Be Repaid by Sewer System Revenues $ 16,000,000

Comments:

There are no project expenditures through 2018. This project is scheduled through the City's Sanitary Sewer Overflow Control Plan and a feasibility study will be performed to ensure that the basin represents a cost-effective approach to reducing treatment plant bypasses. This project has been included in the Capital Improvements Program since 2018.

Northwest Treatment Plant UV Disinfection System Expansion

Project Number: **17-0106**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $275,000

2019	2020	2021	2022	2023	2024	Beyond
$ 275,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Add two additional UV modules and light banks to the disinfection system to increase capacity.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 275,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2017.

Sanitary Sewer Improvements

Old Wire Road Trunk Sewer

Project Number: **18-0020**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $1,960,000

2019	2020	2021	2022	2023	2024	Beyond
$ 50,000	$ 40,000	$ 170,000	$ 850,000	$ 850,000	$ 0	$ 0

Project Description:

Construct a gravity sewer trunk line using approximently 650LF of 15-inch pipe, 3,500 LF of 12-inch pipe and 2,350 LF of 10-inch pipe for a trunk sewer extension from the north end of Hickory Valley Estates Subdivision to Old Wire Road (Farm Road 116) east of the intersection of Farm Road 197.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 1,960,000

Comments:

Project expenditures are estimated at $80,000 through 2018. The project was suspended in 2012 to evaluate the project's integration with the Overflow Control Program. This project ranks second on the trunk line priority list due to anticipated development in the area of Partnership Industrial Center East along East Kearney. This project has been included in the Capital Improvements Program since 2018.

Sanitary Sewer District Construction Program - 2005 Bond Authorization and Future

Project Number: **93-0005**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $1,676,500

2019	2020	2021	2022	2023	2024	Beyond
$ 75,000	$ 1,601,500	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

This project will continue the effort to provide sanitary sewer service to all remaining houses within the city which are not currently served by sewer. In order to encourage sewer hook-up, property owners are able to amortize costs over 15 years at the ten year Treasury Note rate through a special assessment.

Proposed Funding Sources:

Special Assessment Bonds $ 1,676,500

Comments:

Bonds will be repaid from special assessments on properties receiving sewer and supplemented by Sanitary Sewer System Retained Earnings based on a Council approved program to cap costs to property owners. Project expenditures are estimated at $10,912,000 through 2018. The completion of this work will match the Bond funds available for this program. Future funding of this program will be through the City Sanitary Sewer System Fund Balance Reserves. This project has been included in the Capital Improvements Program since 1993.

Sanitary Sewer Improvements

Sanitary Sewer District Construction Program Funded by Sanitary Sewer Reserves

Project Number: **18-0003**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $8,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 2,000,000

Project Description:

This project will complete the effort to provide sanitary sewer service to all remaining houses within the city which are not currently served by sewer. In order to encourage sewer hook-up, property owners are able to amortize costs over 15 years at a market competitive rate through a special assessment.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 8,000,000

Comments:

Project expenditures are estimated at $280,000 through 2018. This project replaces the previous program funded by Special Assessment Bonds. The Sanitary Sewer System Fund Balance will be partially repaid from special assessments on properties receiving sewer based on a Council approved program to cap costs to property owners. This project has been included in the Capital Improvements Program since 2018.

Sanitary Sewer Overflow Control Program Sewer Rehabilitation Group 4

Project Number: **17-0094**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $9,500,000

2019	2020	2021	2022	2023	2024	Beyond
$ 3,600,000	$ 3,100,000	$ 2,800,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Identify and rehabilitate public sanitary sewers that are a source of inflow and infiltration in the following sanitary sewer basins: Galloway 01,04,06 and 08, Jordan Creek 11 and South Creek 05.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 9,500,000

Comments:

Project expenditures are estimated at $4,900,000 through 2018. This work is part of the Overflow Control Program which is a requirement of the City's Consent Judgment with the Missouri Department of Natural Resources. This project has been included in the Capital Improvements Program since 2017.

Sanitary Sewer Overflow Control Program Sewer Rehabilitation Group 5

Project Number: **17-0095**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $11,300,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 6,300,000	$ 5,000,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Identify and rehabilitate public sanitary sewers that are a source of inflow and infiltration in the following sanitary sewer basins: Jordan Creek 11, Ward Branch 05 and 13, and Pea Ridge 19 and 14.

Proposed Funding Sources:

Special Obligations Bonds To Be Repaid by Sewer System Revenues $ 11,300,000

Comments:

There are no project expenditures through 2018. This work is part of the Overflow Control Program which is a requirement of the City's Consent Judgment with the Missouri Department of Natural Resources. This project has been included in the Capital Improvements Program since 2017.

Sanitary Sewer Improvements

Sanitary Sewer Overflow Control Program Sewer Rehabilitation Group 6

Project Number: **17-0096**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $7,100,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 3,100,000	$ 4,000,000	$ 0	$ 0	$ 0

Project Description:

Identify and rehabilitate public sanitary sewers that are a source of inflow and infiltration in the following sanitary sewer basins: Jordan Creek 02 and 14, and Pea Ridge 04.

Proposed Funding Sources:

Special Obligations Bonds To Be Repaid by Sewer System Revenues $ 7,100,000

Comments:

There are no project expenditures through 2018. This work is part of the Overflow Control Program which is a requirement of the City's Consent Judgment with the Missouri Department of Natural Resources. This project has been included in the Capital Improvements Program since 2017.

Sanitary Sewer Overflow Control Program Sewer Rehabilitation Group 7

Project Number: **17-0097**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $8,100,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 4,100,000	$ 4,000,000	$ 0	$ 0

Project Description:

Identify and rehabilitate public sanitary sewers that are a source of inflow and infiltration in the following sanitary sewer basins: Lower Wilson Creek 04, South Creek 03 and Upper Wilson Creek 08.

Proposed Funding Sources:

Special Obligations Bonds To Be Repaid by Sewer System Revenues $ 8,100,000

Comments:

There are no project expenditures through 2018. This work is part of the Overflow Control Program which is a requirement of the City's Consent Judgment with the Missouri Department of Natural Resources. This project has been included in the Capital Improvements Program since 2017.

Sanitary Sewer Overflow Reduction Project - Doling Park

Project Number: **18-0031**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $2,813,000

2019	2020	2021	2022	2023	2024	Beyond
$ 150,000	$ 2,663,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

This project is to reduce sanitary sewer overflows in highly sensitive areas. The sewer collection system capacity will be increased by adding additional sewer main lines, increasing the size of existing lines and by improving system hydraulics.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 2,813,000

Comments:

There are no project expenditures through 2018. This work is part of the Overflow Control Program which is a requirement of the City's Amended Consent Judgement with the Missouri Department of Natural Resources. This project has been included in Capital Improvements Program since 2018.

Sanitary Sewer Improvements

Sanitary Sewer Overflow Reduction Project - Galloway 04

Project Number: **18-0032**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $1,281,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 150,000	$ 1,131,000	$ 0	$ 0	$ 0	$ 0

Project Description:

This project is to reduce sanitary sewer overflows in highly sensitive areas. The sewer collection system capacity will be increased by adding additional sewer main lines, increasing the size of existing lines and by improving system hydraulics.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 1,281,000

Comments:

There are no project expenditures through 2018. This work is part of the Overflow Control Program which is a requirement of the City's Amended Consent Judgement with the Missouri Department of Natural Resources. This project has been included in the Capital Improvements Program since 2018.

Sanitary Sewer Overflow Reduction Project - Pea Ridge 03/04

Project Number: **18-0033**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $2,171,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 150,000	$ 2,021,000	$ 0	$ 0	$ 0

Project Description:

This project is to reduce sanitary sewer overflows in highly sensitive areas. The sewer collection system capacity will be increased by adding additional sewer main lines, increasing the size of existing lines and by improving system hydraulics.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 2,171,000

Comments:

There are no project expenditures through 2018. This work is part of the Overflow Control Program which is a requirement of the City's Amended Consent Judgement with the Missouri Department of Natural Resources. This project has been included in the Capital Improvements Program since 2018.

Sanitary Sewer Improvements

Sanitary Sewer Overflow Reduction Project - Smith Park

Project Number: **18-0030**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $3,987,000

2019	2020	2021	2022	2023	2024	Beyond
$ 3,987,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

This project is to reduce sanitary sewer overflows in highly sensitive areas. The sewer collection system capacity will be increased by adding additional sewer main lines, increasing the size of existing lines and by improving system hydraulics.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 3,987,000

Comments:

Project expenditures are estimated at $90,000 through 2018. This work is part of the Overflow Control Program which is a requirement of the City's Amended Consent Judgement with the Missouri Department of Natural Resources. This project has been included in the Capital Improvements Program since 2018.

Sanitary Sewer Overflow Reduction Project - System Capacity Improvement Projects

Project Number: **19-0039**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $12,100,000

2019	2020	2021	2022	2023	2024	Beyond
$ 100,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000

Project Description:

This project is to reduce sanitary sewer overflows in highly sensitive areas. The sewer collection system capacity will be increased by adding additional sewer main lines, increasing the size of existing lines and by improving system hydraulics. These projects locations are being determined by field data collection and by collection system modeling. As needs are determined, projects will be designed and constructed.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 12,100,000

Comments:

There are no project expenditures through 2018. This work is part of the Overflow Control Program which is a requirement of the City's Amended Consent Judgement with the Missouri Department of Natural Resources. This project is a new addition to the Capital Improvements Program.

Sanitary Sewer Improvements

Sanitary Sewer Overflow Reduction Project -Grand St & Grant St to New Avenue

Project Number: **18-0040**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $680,000

2019	2020	2021	2022	2023	2024	Beyond
$ 680,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

This project is to reduce sanitary sewer overflows in high sensitive areas. This section of existing sewer main had been scheduled to be relined, now determined to be deteriorated to the point of needing to be replaced. Replacement of 2,100LF of 18-inch Vitrified Clay Pipe (VCP) with 21-inch Polyvinyl Chloride (PVC) pipe will increase reliability, increase capacity and improve system hydraulics.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 680,000

Comments:

There are no project expenditures through 2018. This work is part of the Overflow Control Program which is a requirement of the City's Amended Consent Judgement with the Missouri Department of Natural Resources. This project has been included to the Capital Improvements Program since 2018.

Sanitary Sewer Overflow Reduction Project- James River Lift Station Pipe Cleaning

Project Number: **18-0039**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $550,000

2019	2020	2021	2022	2023	2024	Beyond
$ 550,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

This project is to reduce sanitary sewer overflows in highly sensitive areas. The James River Lift Station has 2 force mains to the Southwest Waste Water Treatment Plant. The 2 mains need to flow at maximum capacity in order reduce sewer overflows upstream of the lift station. The flow in the force mains is reduced due to grease and debris buildup on the interior of the pipe. It is proposed to install pipe line cleaning (pigging) equipment on these 2 force mains to be able to regularly clean the lines. Motorized line valves will be added to better control the flow from the station.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 550,000

Comments:

There are no project expenditures through 2018. This work is part of the Overflow Control Program which is a requirement of the City's Amended Consent Judgement with the Missouri Department of Natural Resources. This project has been included in the Capital Improvements Program since 2018.

Sanitary Sewer Improvements

Sewer Maintenance Equipment Storage Building

Project Number: **18-0036**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $800,000

2019	2020	2021	2022	2023	2024	Beyond
$ 800,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Construct an equipment storage building to protect equipment and parts from the weather.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves	$ 800,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018.

Shared Cost Sanitary Sewer Construction - Developer Agreements

Project Number: **01-0004**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $3,500,000

2019	2020	2021	2022	2023	2024	Beyond
$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000

Project Description:

Construct or expand sanitary sewers in cooperation with private sector to encourage economic development.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves	$ 1,750,000
Private Developer	$ 1,750,000

Comments:

Project expenditures are estimated at $95,000 through 2018. Developer agreements partially funded the Hickory Valley Trunk Sewer and SOMAC Lofts. Past projects have been reported as accomplishments. This program has been included in the Capital Improvements Program since 2001.

Southwest Treatment Plant - Administrative and Maintenance Facility Improvement

Project Number: **06-0061**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $2,300,000

2019	2020	2021	2022	2023	2024	Beyond
$ 300,000	$ 2,000,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Construct or remodel facilities to consolidate storage, maintenance and administrative offices at the Southwest Wastewater Treatment Plant.

Proposed Funding Sources:

Special Obligations Bonds To Be Repaid by Sewer System Revenues	$ 2,000,000
City Sanitary Sewer System Fund Balance Reserves	$ 300,000

Comments:

There are no project expenditures through 2018. Minor administrative and maintenance remodels targeted for 2018 to be funded through the Operating Budget or Sanitary Sewer System Fund Balance Reserves. Any major remodel would likely occur beyond 2019. Special Obligation Bonds will be required as the funding source for this project. This project has been included in the Capital Improvements Program since 2006.

Sanitary Sewer Improvements

Southwest Treatment Plant - Biogas Pipeline Injection

Project Number: **19-0033**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $2,500,000

2019	2020	2021	2022	2023	2024	Beyond
$ 2,000,000	$ 500,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Installation of addition digester gas conditioning to produce pipeline quality gas that would then be injected into the City Utilities natural gas pipeline. This would be a payback project resulting from the revenue generated from the Renewable Identification Number credits we would receive for the digester gas we inject into the pipeline. An ancillary benefit would be better operation of our combined heat & power generators since they would be fueled by pipeline gas rather than digester gas.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 2,500,000

Comments:

Project expenditures are estimated at $15,000 through 2018. The scope is not yet fully determined, so the cost estimate is subject to change. A feasibility study is currently begin conducted. This project is a new addition to the Capital Improvements Program.

Southwest Treatment Plant - Digester Improvements

Project Number: **06-0063**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $7,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 7,000,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Construct additions to the anaerobic digestion process to implement a two-phase, three stage treatment process to further stabilize bio-solids, increase capacity, and reduce biosolids related odors. Also in the scope is the addition of two Combined Heat and Power (CHP) generators, replacement of nitrification tank blowers, rehabilitation of nitrification tank aeration system, replacement of existing sludge thickening system, new waste unloading facility and partial remodeling of the process building.

Proposed Funding Sources:

Special Obligations Bonds To Be Repaid by Sewer System Revenues $ 7,000,000

Comments:

Project expenditures are estimated at $35,000,000 through 2018. Construction began in 2016 with a targeted compeltion date of 2019. This project has been included in the Capital Improvements Program since 2006.

Sanitary Sewer Improvements

Southwest Treatment Plant - Fueling Station Replacement

Project Number: **19-0032**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $1,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 1,000,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Installation of a new fueling station at the Southwest Treatment Plant to replace aging underground fuel tanks with new above ground tanks.

Proposed Funding Sources:

Funding Source to be Identified $ 1,000,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program.

Southwest Treatment Plant - Plant # 1 Denitrification Filter Retrofit with Cloth Media

Project Number: **19-0034**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $1,500,000

2019	2020	2021	2022	2023	2024	Beyond
$ 500,000	$ 1,000,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Conversion of Southwest Treatment Plant - Plant #1 existing deep bed sand filters to cloth media. This is to replace aging equipment, increase filtration capacity and improve filtration.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 1,500,000

Comments:

There are no project expenditures through 2018. The scope and equipment costs are not yet fully determined, so the cost estimate is subject to change. This project is a new addition to the Capital Improvements Program.

Southwest Treatment Plant - Plant Automation

Project Number: **19-0036**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $400,000

2019	2020	2021	2022	2023	2024	Beyond
$ 100,000	$ 100,000	$ 100,000	$ 0	$ 0	$ 100,000	$ 0

Project Description:

The Southwest Treatment Plant has processes that were placed into service up to 50 years ago. This is to add automation and controls to these existing processes.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 400,000

Comments:

There are no project expenditures through 2018. The scope and equipment costs are not yet fully determined, so the cost estimate is subject to change. The intent would be to make annual investments as needed. This project is a new addition to the Capital Improvements Program.

Sanitary Sewer Improvements

Southwest Treatment Plant - Pond #2 Dewatering Pump Station

Project Number: **19-0038**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $150,000

2019	2020	2021	2022	2023	2024	Beyond
$ 150,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Install a pump station to de-water storage pond #2. This will increase the wet weather storage capacity at the Southwest Wastewater Treatment Plant and allow for better pond maintenance.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 150,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program.

Southwest Treatment Plant Clarifier Launder Covers

Project Number: **17-0114**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $500,000

2019	2020	2021	2022	2023	2024	Beyond
$ 250,000	$ 125,000	$ 125,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Add clarifier launder covers to prevent algae growth and eliminate associated operations and maintenance problems.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 500,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2017.

Southwest Treatment Plant Cryo Plant Main Air Compressor Downsizing

Project Number: **17-0107**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $650,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 650,000	$ 0	$ 0

Project Description:

Add a 500 horse power main air compressor to the cryogenic air separation plant at the Southwest Treatment Plant to realize approximately $60,000 in annual energy savings.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 650,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2017.

Sanitary Sewer Improvements

Southwest Treatment Plant Equipment Storage Building

Project Number: **17-0115**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $800,000

2019	2020	2021	2022	2023	2024	Beyond
$ 800,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Construct an equipment storage building at the Southwest Treatment Plant to protect equipment and spare parts from the weather.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 800,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2017.

Southwest Treatment Plant Grit Unloading Station at Pond 2

Project Number: **17-0113**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $250,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 250,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Install a grit unloading station for car wash and sewer pumps trucks to unload at the Southwest Treatment Plant to stop pond bank erosion and sedimentation.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 250,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2017.

Southwest Treatment Plant Headworks Renewal and Improvements

Project Number: **18-0005**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $1,500,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 1,000,000	$ 500,000	$ 0	$ 0	$ 0

Project Description:

The headworks facility at the Southwest Treatment Plant is in need of upgrades and improvements. This includes new bar screens, new HVAC, and new grit classification system. Scope has not yet been determined so cost estimate is subject to change.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 1,500,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018.

Sanitary Sewer Improvements

Southwest Treatment Plant Lab HVAC Upgrade and Fume Hood Replacement

Project Number: **17-0111**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $300,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 300,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Update Southwest Treatment Plant laboratory HVAC system and replace end-of-life cycle fume hoods.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 300,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2017.

Southwest Treatment Plant- Plant 2 Aeration Basin Upgrades

Project Number: **17-0109**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $4,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 1,000,000	$ 1,000,000	$ 0	$ 0	$ 0	$ 2,000,000	$ 0

Project Description:

Includes Southwest Wastewater Treatment Plant # 2 aeration basin renewal and improvements. Potential improvements include replacement of aerators and gates, automation of gates, addition of feedback control of aeration. The aerators and gates are at the end of their life span and in need of replacement. The addition of aeration automation and control will improve plant operation and provide energy savings. The scope has not yet been determined so the cost estimate is subject to change. Feasibility studies are in progress.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 4,000,000

Comments:

Project expenditures are estimated at $180,000 through 2018. This project has been included in the Capital Improvements Program since 2017.

Southwest Treatment Plant Solar Farm

Project Number: **17-0174**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $2,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 1,000,000	$ 1,000,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and construction of solar panels at the Southwest Treatment Plant. This project could also include the installation of perimeter fencing and necessary security measures as needed. This project will offset energy use at the plant.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves $ 2,000,000

Comments:

There are no project expenditures through 2018. The design will begin in early 2019 and the project will be constructed in stages. This project has been included in the Capital Improvements Program since 2017.

Sanitary Sewer Improvements

Treatment Facility Renewal

Project Number: **18-0035**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $18,700,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 1,000,000	$ 8,500,000	$ 8,500,000	$ 700,000	$ 0	$ 0

Project Description:

With parts of the City's existing treatment process at 50 years or older, future projects are needed to maintain the award-winning performance of these facilities. Though specific projects are not yet specified, the City will identify critical equipment and processes that need to be replaced or rehabilitated.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves	$ 5,000,000
Special Obligations Bonds To Be Repaid by Sewer System Revenues	$ 13,700,000

Comments:

There are no project expenditures through 2018. This project is scheduled through the City's Sanitary Sewer Overflow Control Plan and feasibility studies will be performed to ensure that new investments represent a cost-effective approach to managing the long-term viability of the sewer utility. This project has been in the Capital Improvements Program since 2018.

Wastewater Treatment Plants - Buffer Land Acquisition

Project Number: **03-0013**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $600,000

2019	2020	2021	2022	2023	2024	Beyond
$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 0

Project Description:

Purchase property adjacent to or near the Southwest Wastewater Treatment Plant and the Northwest Treatment Plant, as it becomes available.

Proposed Funding Sources:

City Sanitary Sewer System Fund Balance Reserves	$ 600,000

Comments:

There are no project expenditures through 2018. Past acquisitions have been reported as accomplishments. Properties will be purchased as they become available from willing sellers; total actual future cost is undetermined. Costs could be offset by renting properties to area farmers to graze livestock. This project has been included in the Capital Improvements Program since 2003.

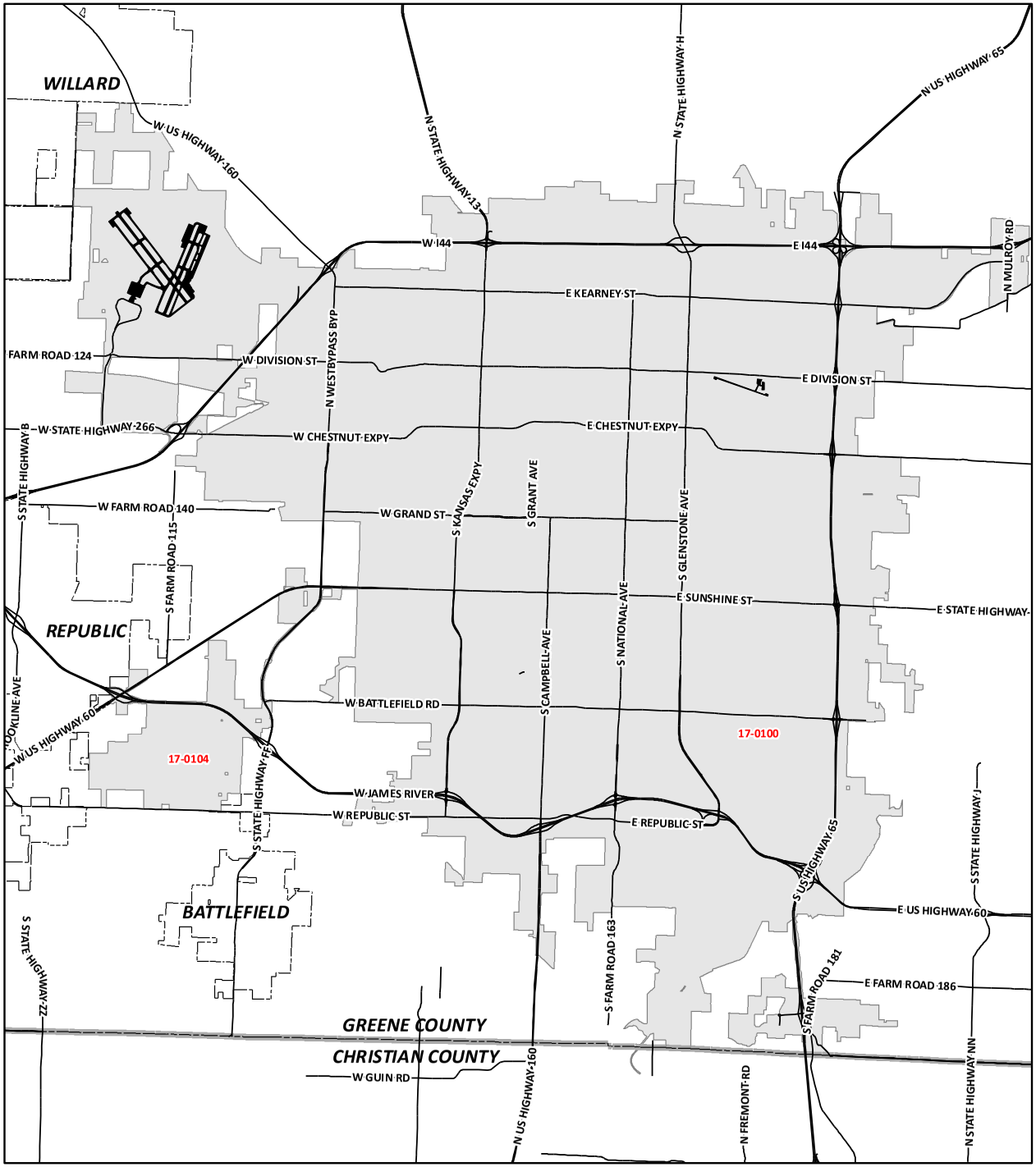
SOLID WASTE

Improvements

2019 Capital Improvements Program

Projects and programs included in this category of the Capital Improvements Program align with recommendations from the Integrated Plan for the Environment and the City's Comprehensive Plan. Solid Waste Facility projects and programs are identified, prioritized and scheduled to support the City's charge of implementing the voter approved Integrated Solid Waste Management System (ISWMS). The mission of the ISWMS is to provide environmental and fiscally responsible waste management for the citizens of Springfield and includes the landfill, household chemical collection center, yard waste recycling, recycling drop-off sites, education and market development programs, and licensed curbside collection services through private businesses. In addition to addressing regulatory compliance needs mandated by federal and state agencies, capital projects in this category routinely include a variety of infrastructure improvements, facility upgrades and acquisitions that support the ISWMS mission, maintain and improve the quality of life for our region and support the state solid waste management plan implemented through the Solid Waste Management District O.

CITY OF Springfield ENVIRONMENTAL SERVICES



Capital Improvements Program

2019 - 2024

Solid Waste Improvements

- 06-0052 Additional Springfield Recycling Drop-Off Center (location to be determined)
- * 17-0092 Cell 2 Landfill Unit Phase 2
- * 17-0105 Landfill Buffer and Property Acquisition
- * 17-0098 Landfill Equipment Storage and Office Improvements
- * 19-0020 Landfill Expansion Cell 3
- * 19-0021 Landfill Expansion Cell 4
- 19-0022 Landfill Expansion Cell 5
- * 17-0099 Landfill Gas Updates
- * 17-0101 Landfill Scale Replacement and Facility Entrance/Security Improvements
- * 13-0030 Leachate Management Improvements
- 17-0100 Lone Pine Recycling Site Upgrades
- * 17-0103 Solid Waste Facilities Paving
- 17-0104 YRC Bagging Plant

*** Denotes Project Located at Springfield Landfill - Not Labeled on Map**

CITY OF Springfield

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Solid Waste Improvements

Additional Springfield Recycling Drop-Off Center

Project Number: **06-0052**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $1,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 500,000	$ 500,000	$ 0	$ 0	$ 0

Project Description:

Design and construct a new recycling drop-off center for paper, glass, plastic, and metals to serve City and Greene County residents in currently underserviced areas of Springfield. Project would include pavement, fencing, signage and utilities.

Proposed Funding Sources:

City Solid Waste Fund Balance Reserves $ 1,000,000

Comments:

There are no project expenditures through 2018. Costs could be partially funded by a Waste District "O" grant or other sources. Since no site selection has been made and there is a possibity of sharing a location with other City facilities, the project has been postponed until long term planning for solid waste management has been completed. This project has been included in the Capital Improvements Program since 2006.

Cell 2 Landfill Unit Phase 2

Project Number: **17-0092**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $2,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 2,000,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and construct a 6 acre landfill cell with composite liner, leachate collection and control piping, grading and drainage to provide approximately 3.5 years of capacity.

Proposed Funding Sources:

City Solid Waste Fund Balance Reserves $ 2,000,000

Comments:

Project expenditures are estimated at $500,000 through 2018. Portions of the design and materials procurement will occur in 2018 leading up to cell construction in late 2019. This project has been included in the Capital Improvements Program since 2017.

Landfill Buffer and Property Aquisition

Project Number: **17-0105**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $1,200,000

2019	2020	2021	2022	2023	2024	Beyond
$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 0

Project Description:

Aquire property as it becomes available or offered to improve City facilities and long term operations.

Proposed Funding Sources:

City Solid Waste Fund Balance Reserves $ 1,200,000

Comments:

There are no project expenditures through 2018. Past acquisitions have been reported as accomplishments. This project has been included in the Capital Improvements Program since 2017.

Solid Waste Improvements

Landfill Equipment Storage and Office Improvements

Project Number: **17-0098**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $600,000

2019	2020	2021	2022	2023	2024	Beyond
$ 600,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and construct an equipment storage building potentially including a parts storage bay as well as salt storage bay. This project may also include office updates as necessary.

Proposed Funding Sources:

City Solid Waste Fund Balance Reserves $ 600,000

Comments:

Project expenditures are estimated at $50,000 through 2018. This project has been included in the Capital Improvements Program since 2017.

Landfill Expansion Cell 3

Project Number: **19-0020**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $2,450,000

2019	2020	2021	2022	2023	2024	Beyond
$ 500,000	$ 500,000	$ 0	$ 0	$ 0	$ 0	$ 1,450,000

Project Description:

Design, prepare subgrade, update related utilities and infrastructure, and construct a 7-acre landfill cell with composite liner, leachate collection and control piping, grading and drainage to provide approximately 10 years of waste disposal capacity.

Proposed Funding Sources:

City Solid Waste Fund Balance Reserves $ 2,450,000

Comments:

Project expenditures are estimated at $540,000 through 2018. Portions of the design, subgrade and infrastructure will occur in years 2019-2020 leading up to construction to follow at a later date. This project is a new addition to the Capital Improvements Program.

Landfill Expansion Cell 4

Project Number: **19-0021**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $3,325,000

2019	2020	2021	2022	2023	2024	Beyond
$ 1,000,000	$ 1,000,000	$ 0	$ 0	$ 0	$ 0	$ 1,325,000

Project Description:

Design, prepare subgrade, update related utilities and infrastructure, and construct a 9.5-acre landfill cell with composite liner, leachate collection and control piping, grading and drainage to provide approximately 10 years of waste disposal capacity.

Proposed Funding Sources:

City Solid Waste Fund Balance Reserves $ 3,325,000

Comments:

Project expenditures are estimated at $530,000 through 2018. Portions of the design, subgrade and infrastructure will occur in years 2019-2020 leading up to construction to follow at a later date. This project is a new addition to the Capital Improvements Program.

Solid Waste Improvements

Landfill Expansion Cell 5

Project Number: **19-0022**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $2,870,000

2019	2020	2021	2022	2023	2024	Beyond
$ 1,000,000	$ 500,000	$ 0	$ 0	$ 0	$ 0	$ 1,370,000

Project Description:

Design, prepare subgrade, update related utilities and infrastructure, and construct a 8.2-acre landfill cell with composite liner, leachate collection and control piping, grading and drainage to provide approximately 10 years of waste disposal capacity.

Proposed Funding Sources:

City Solid Waste Fund Balance Reserves $ 2,870,000

Comments:

Project expenditures are estimated at $530,000 through 2018. Portions of the design, subgrade and infrastructure will occur in years 2019-2020 leading up to construction to follow at a later date. This project is a new addition to the Capital Improvements Program.

Landfill Gas Updates

Project Number: **17-0099**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $600,000

2019	2020	2021	2022	2023	2024	Beyond
$ 150,000	$ 450,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Maintenance and necessary update/replacement of aged equipment per changing regulations, and landfill gas expansion.

Proposed Funding Sources:

City Solid Waste Fund Balance Reserves $ 600,000

Comments:

There are no project expenditures through 2018. City's costs will be reimbursed by City Utilities per an intergovernmental agreement. This project has been included in the Capital Improvements Program since 2017.

Landfill Scale Replacement and Facility Entrance/Security Improvements

Project Number: **17-0101**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $1,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 1,000,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and construct an updated landfill entrance including new signage, new scales, and possibly a new scale house. This project will also include a review of site access, gates, and potential improvements to site security including pass card gates or other security improvements. This project may include new approaches, lighting, a small load convenience facility, internet access improvements, and scale / business management software including credit card payment to improve customer access and business management for the landfill.

Proposed Funding Sources:

City Solid Waste Fund Balance Reserves $ 1,000,000

Comments:

Project expenditures are estimated at $100,000 through 2018. Scale repair and or replacement will be necessary in the future as the scale foundation and the scales themselves are deteriorating. This project has been included in the Capital Improvements Program since 2017.

Solid Waste Improvements

Leachate Management Improvements

Project Number: **13-0030**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $700,000

2019	2020	2021	2022	2023	2024	Beyond
$ 350,000	$ 350,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, permit and construct nessessary piping, pumps and controls to manage and treat leachate in compliance with all applicable permits.

Proposed Funding Sources:

City Solid Waste Fund Balance Reserves	$	700,000

Comments:

Project expenditures are estimated at $50,000 through 2018. This project has been included in the Capital Improvements Program since 2013.

Lone Pine Recycling Site Upgrades

Project Number: **17-0100**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $400,000

2019	2020	2021	2022	2023	2024	Beyond
$ 400,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Rehabilitation of the Lone Pine recycling site and lift station to include office space and bathroom, adding new paving, new fencing and gates and relocate the entrance. Other upgrades include repairs to some perimeter fencing, update electrical service and relocate transformer, and extend electrical for compactor relocation. Security cameras, updating internet cable service, Wi-Fi becoming a part of the City phone system are also included in the upgrade.

Proposed Funding Sources:

City Solid Waste Fund Balance Reserves	$	200,000
City Sanitary Sewer System Fund Balance Reserves	$	200,000

Comments:

Project expenditures are estimated at $140,000 through 2018. The current office is located in portable building and bathroom consists of a portable toilet. This project has been included in the Capital Improvements Program since 2017.

Solid Waste Facilities Paving

Project Number: **17-0103**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $200,000

2019	2020	2021	2022	2023	2024	Beyond
$ 100,000	$ 50,000	$ 50,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Review facility access and repair or update paving as needed to maintain and or improve access to facilities.

Proposed Funding Sources:

City Solid Waste Fund Balance Reserves	$	200,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2017.

Solid Waste Improvements

YRC Bagging Plant

Project Number: **17-0104**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $900,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 900,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and construct a building for compost and mulch bagging. Design, procure and install automated bagging system.

Proposed Funding Sources:

City Solid Waste Fund Balance Reserves $ 900,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2017.

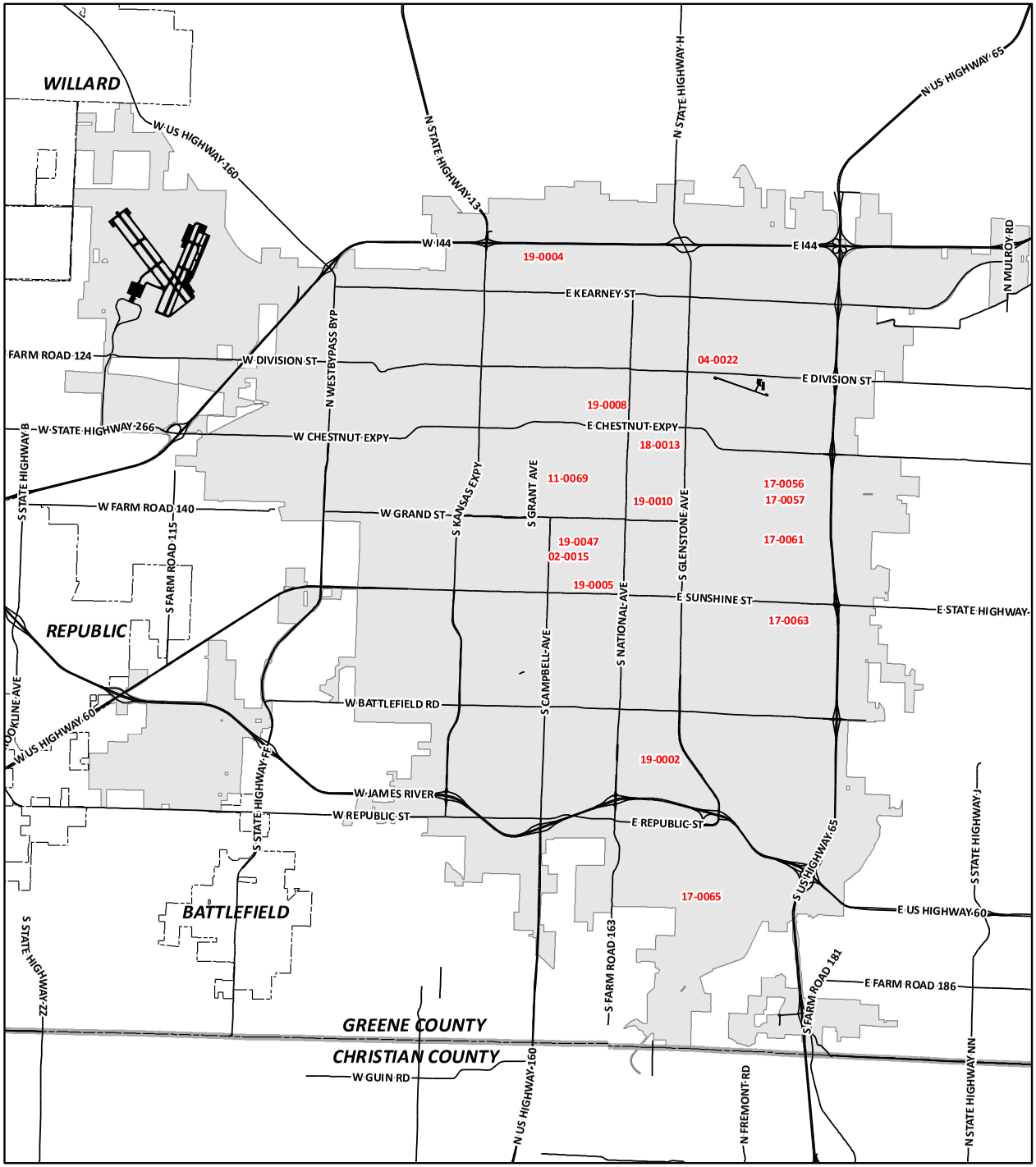
STORMWATER

Improvements

2019 Capital Improvements Program

Projects included in this category of the Capital Improvements Program are primarily focused on reducing flooding to streets and private property and have been selected based on a systematic process of evaluating over 6,300 service requests, related to stormwater, that the City has received from citizens since the late 80's. This data-driven method assesses service requests based on four criteria. These include severity of flooding, frequency of flooding, public safety concerns, and maintenance burden. In addition, projects are also created where improvements are needed to repair or maintain the existing infrastructure. The Stormwater Program has been predominantly funded out of the ¼ Cent Capital Improvement Sales Tax and Level Property Tax with additional funding provided from the Detention Buyout Fund.

CITY OF Springfield PUBLIC WORKS



Capital Improvements Program

2019 - 2024 Stormwater Improvements (Map 1 of 2)

19-0002 1366 E Woodgate Stormwater Improvements

* 19-0040 2019-2024 Stormwater Permit Compliance and Flood Control

19-0047 Art Museum Flood Protection and Stormwater Improvements (AMMP Phase I)

17-0056 Beechwood Heights Phase I Stormwater Improvements

02-0015 Fassnight Creek - Jefferson to Holland Drainage Improvements

* 17-0059 Floodplain Acquisition

17-0061 Gelven Withers Subdivision Storm Water Improvements

19-0004 Grant Avenue from Norton Road to Woodridge St. Stormwater Improvements

19-0005 Hampton Avenue from Seminole Street to Cherokee Street Stormwater Improvements

11-0069 Jefferson/Loren to Grand/Holland Storm Water Improvements - Zone 3

18-0013 Jordan Creek Regional Detention Basin B6 - Chestnut Exp. and Trafficway

17-0063 Linden Avenue and Latoka Street Stormwater Improvements

04-0022 N. Branch Jordan Creek Drainage Improvements / Regional Detention E. of Glenstone

19-0008 Patton Alley Box Culvert Replacement

19-0010 Pickwick and Lombard St. to Weller Ave. and Monroe St. Stormwater Improvements

*** Denotes City-Wide Program - Not Labeled on Map**

CITY OF Springfield

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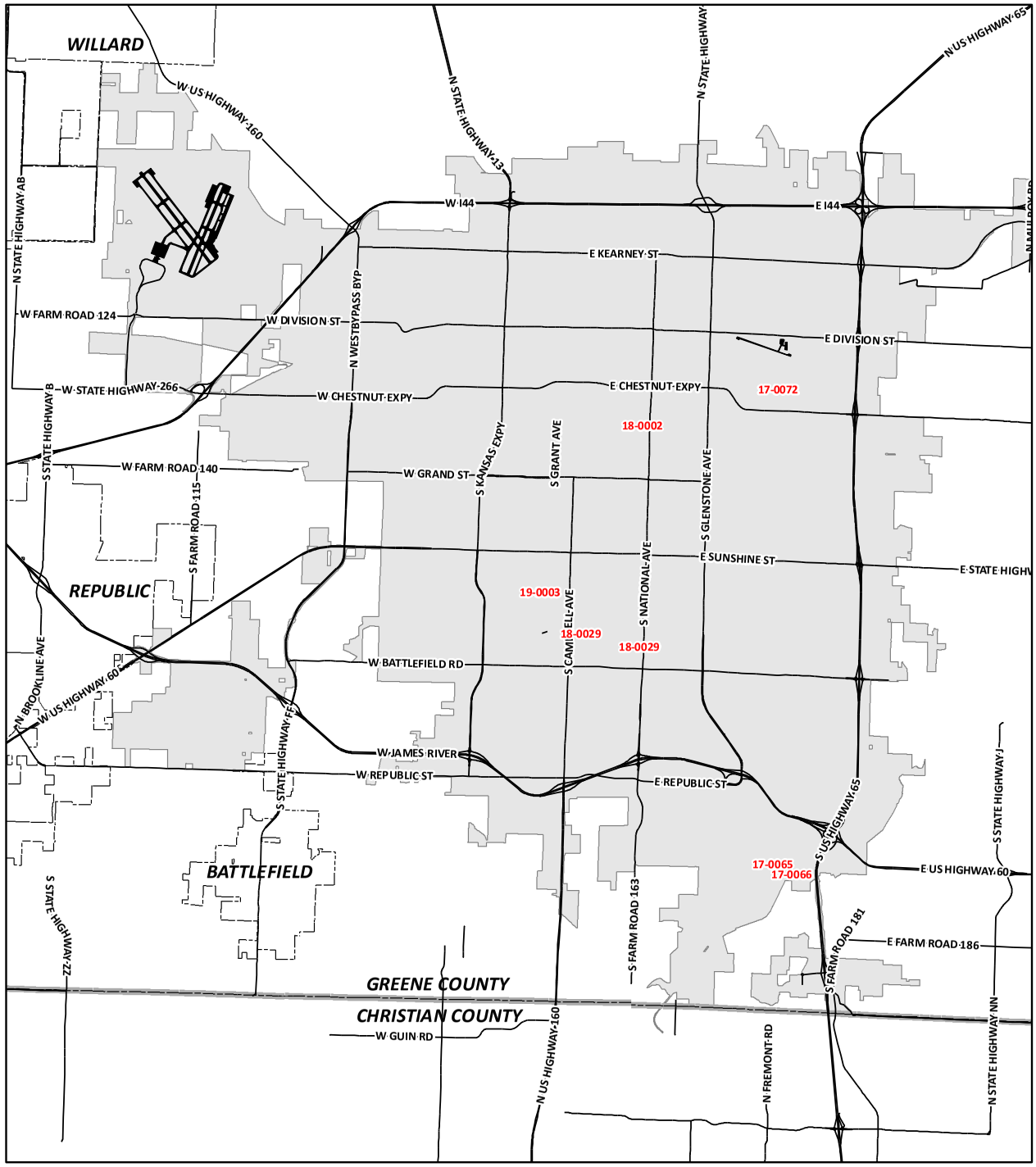

Capital Improvements Program

2019 - 2024
Stormwater Improvements
(Map 2 of 2)

17-0065 Ravenwood South Subdivision Phase II Stormwater Improvements

17-0066 Ravenwood South Subdivision Phase III Stormwater Improvements

18-0002 Renew Jordan Creek Box Culvert Segment Phelps to Boonville

17-0072 Springfield Industrial Park Subdivision Stormwater Improvements

* 18-0038 Stormwater System Condition Assessment

* 98-0004 Stormwater Improvements - Miscellaneous Small Projects

18-0029 Stormwater Improvements near 500 block of East Downing Street

* 18-0043 Stormwater Infrastructure Improvements

19-0003 Westwood Avenue and Berkeley Street to Seminole Street and Nettleton Avenue

*** Denotes City-Wide Program - Not Labeled on Map**

CITY OF Springfield

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Stormwater Improvements

1366 E Woodgate Stormwater Improvements

Project Number: **19-0002**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $110,000

2019	2020	2021	2022	2023	2024	Beyond
$ 110,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct stormwater improvements along the property located at 1366 East Woodgate Street. The project will replace a channel with railroad tie retaining walls that are failing and falling into the channel and creating an unsafe condition.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 110,000

Comments:

Project expenditures are estimated at $15,000 through 2018. The project increased in scope and is being reported as a separate project in this document. This project is funded through the traditional ¼-cent Capital Improvement Program, Floodplain Acquisitions and Stormwater Improvement, which has been included in the Capital Improvements Program since 2011.

2019-2024 StormWater Permit Compliance and Flood Control Projects

Project Number: **19-0040**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $7,600,000

2019	2020	2021	2022	2023	2024	Beyond
$ 600,000	$ 1,400,000	$ 1,400,000	$ 1,400,000	$ 1,400,000	$ 1,400,000	$ 0

Project Description:

Design, acquire right-of-way, and construct stormwater improvements to address flooding, restore floodplains and riparian corridors, and improve water quality. Projects may include but are not limited to installation of culverts, bridges, or underground storm sewer systems, construction of or modifications to detention basins, channel and floodplain restorations, and acquisition of flood prone properties.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 7,600,000

Comments:

There are no expenditures through 2018. The following projects are examples that may be funded from this program; Lone Pine Avenue to Catalpa Street Stormwater Improvement, McCann Avenue from Page Street to Harrison Street Stormwater Project, Pickwick Ave and Weller Ave from Grand St to Delmar St Stormwater Improvement, Loren Street and Karla Avenue to Bennett Street and Meadowview Avenue Stormwater Improvement, Rogers Ave and Fremont Ave from Belmont St to Monroe St Stormwater Improvement and Stormwater Condition Assessment and Infrastructure Replacement. This program has been included in the Capital Improvements Program since 2011. Funding beyond the 2016-2019 program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program.

Stormwater Improvements

Art Museum Flood Protection and Storm Water Improvements (AMMP Phase I)

Project Number: **19-0047**

Department: Art Museum

Estimated Remaining Cost and Yearly Spending Plan: $1,684,705

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 0	$ 1,684,705	$ 0

Project Description:

Project will include increasing the capacity of the channel holding Fassnight Creek along the southern edge of the Museum's grounds by naturalizing sections of the creek. This project will include removing the two existing vehicular curb cuts and bridges as pinch points. Opening the channel and naturalizing at Green St. and west of the museum to Kings Ave. into larger rocky pooled areas common in the Ozarks. The channel along the southern border of the museum will be widened and engineered starting at the top of the existing +/-2' tall concrete wall out to +/-24'. More information including conceptual design documents and cost estimates is available if needed.

Proposed Funding Sources:

Art Museum Fund Balance $ 1,684,705

Comments:

Beechwood Heights Phase I Stormwater Improvements

Project Number: **17-0056**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,300,000

2019	2020	2021	2022	2023	2024	Beyond
$ 900,000	$ 400,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct new underground storm sewer, curb and gutter, and pavement replacement along Walnut Street, Elmwood Avenue, and Horning Street to reduce flooding in Beechwood Heights subdivision.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 1,300,000

Comments:

Project expenditures are estimated at $230,000 through 2018. This project is funded through the traditional 1/4-cent Capital Improvement program, Floodplain Acquisitions and Stormwater Improvement, which has been included in the Capital Improvements Program since 2011.

Fassnight Creek - Jefferson to Holland Drainage Improvements

Project Number: **02-0015**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 1,000,000	$ 0	$ 0

Project Description:

Increase the capacity of Fassnight Creek to reduce flooding of homes and properties.

Proposed Funding Sources:

Funding Source to be Identified $ 1,000,000

Comments:

Project expenditures are estimated at $835,000 through 2018 for Phase I. This project has been included in the Capital Improvements Program since 2002. Funding for this project will require City Council approval of a future funding source and may require voter approval.

Stormwater Improvements

Floodplain Acquisition

Project Number: **17-0059**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $300,000

2019	2020	2021	2022	2023	2024	Beyond
$ 100,000	$ 100,000	$ 100,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Acquire and remove structures that cannot be feasibly protected from flooding by constructing stormwater improvements. Acquisition will be on a voluntary basis from willing sellers. Properties will be converted to floodplain or a detention area.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$	150,000
State Stormwater Grant	$	150,000

Comments:

Past acquisitions have been reported as completed projects.This funding may be used as a match along with grant funding from SEMA through their Hazard Mitigation Grant Programs (HMGP) to acquire flood prone properties and remove them from the floodplain. Grant funding will require City Council approval. Funding for this program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

Gelven Withers Subdivision Stormwater Improvements

Project Number: **17-0061**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $700,000

2019	2020	2021	2022	2023	2024	Beyond
$ 500,000	$ 200,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct stormwater improvements in Gelven Withers Subdivision from the Craig sinkhole and extending upstream to the intersection of Catalpa Street and Gelven Avenue. Project will reduce flooding to residents in the subdivision. The design will include replacing the underground storm sewer system with larger pipes, more inlets, curb and gutter around the intersection of Catalpa Street and Gelven Avenue, backup generator for the pump in the sinkhole, and possibly additional excavation around the sinkhole in the properties acquired by the City of Springfield.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$	700,000

Comments:

Project expenditures are estimated at $200,000 through 2018. This project is funded through the traditional 1/4-cent Capital Improvement program, Floodplain Acquisitions and Stormwater Improvement, which has been included in the Capital Improvements Program since 2011.

Stormwater Improvements

Grant Avenue from Norton Road to Woodridge Street Stormwater Improvements

Project Number: **19-0004**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $630,000

2019	2020	2021	2022	2023	2024	Beyond
$ 50,000	$ 80,000	$ 500,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct stormwater improvements along Grant Avenue from Norton Road to Woodridge Street. The project will reduce flooding to streets and private property in the neighborhood. This project was generated from citizen flooding complaints.

Proposed Funding Sources:

Stormwater Detention Buyout Funds	$	130,000
1/4-cent Capital Improvement Sales Tax	$	100,000
Level Property Tax	$	400,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program. This project is partially funded through Level Property Tax subject to City Council approval and may include bonding. Additional partial funding is through the traditional 1/4-cent Capital Improvement program, Floodplain Acquisitions and Stormwater Improvement, which has been included in the Capital Improvements Program since 2011.

Hampton Avenue from Seminole Street to Cherokee Street Stormwater Improvement

Project Number: **19-0005**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $750,000

2019	2020	2021	2022	2023	2024	Beyond
$ 50,000	$ 200,000	$ 500,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct stormwater improvements along Hampton Avenue from Seminole Street to Cherokee Street. The project will reduce flooding to streets and private property in the neighborhood. This project was generated from citizen flooding complaints.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$	165,000
Level Property Tax	$	585,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program. This project is partially funded through Level Property Tax subject to City Council approval and may include bonding. Additional partial funding is through the traditional 1/4-cent Capital Improvement program, Floodplain Acquisitions and Stormwater Improvement, which has been included in the Capital Improvements Program since 2011.

Stormwater Improvements

Jefferson/Loren to Grand/Holland Stormwater Improvements - Zone 3

Project Number: **11-0069**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 1,000,000	$ 0	$ 0

Project Description:

Design, acquire right-of-way and construct stormwater drainage improvements to address neighborhood flooding. Project could include constructing channels, pipes and inlets, or creation of a detention area.

Proposed Funding Sources:

Funding Source to be Identified $ 1,000,000

Comments:

Project expenditures are estimated at $30,000 through 2018. This project is funded through the traditional 1/4-cent Capital Improvement program, Floodplain Acquisitions and Stormwater Improvement, which has been included in the Capital Improvements Program since 2011. This project has been included in the Capital Improvements Program since 2011.

Jordan Creek Regional Detention Basin B6 - Chestnut Expressway and Trafficway

Project Number: **18-0013**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,050,000

2019	2020	2021	2022	2023	2024	Beyond
$ 175,000	$ 875,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way and construct regional detention basin B6 in the South Branch of Jordan Creek watershed near the intersection of Chestnut Expressway and Trafficway. The project will reduce flooding through downstream and improve water quality in Jordan Creek.

Proposed Funding Sources:

Level Property Tax $ 1,050,000

Comments:

Project expenditures are estimated at $50,000 through 2018. This project has been included in the Capital Improvements Program since 2018. Level Property Tax funding is subject to City Council approval and may include bonding.

Stormwater Improvements

Linden Avenue and Latoka Street Stormwater Improvements

Project Number: **17-0063**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $400,000

2019	2020	2021	2022	2023	2024	Beyond
$ 275,000	$ 125,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct stormwater improvements beginning at 3229 East Topping Circle and extending upstream to the intersection of Latoka Street and Linden Avenue. The project will reduce flooding to residents in the subdivision and replace dilapidated infrastructure.The design will include a new underground storm sewer system along Latoka Street and St Charles Avenue, increase the capacity of the natural channel, eliminate the railroad tie retaining wall, incorporate native plants and natural channel design techniques to improve water quality.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 400,000

Comments:

Project expenditures are estimated at $25,000 through 2018. This project is funded through the traditional 1/4-cent Capital Improvement program, Floodplain Acquisitions and Stormwater Improvement, which has been included in the Capital Improvements Program since 2011.

N. Branch Jordan Creek Drainage Improvements/Regional Detention E. of Glenstone

Project Number: **04-0022**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $2,200,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 2,200,000	$ 0	$ 0

Project Description:

Construct stormwater improvements along North Branch of Jordan Creek from east end of existing box under Glenstone northeasterly to Blaine Street. Project could include detention area, drainage channel and box culvert. Project is contingent upon property owners' cooperation.

Proposed Funding Sources:

Funding Source to be Identified $ 2,200,000

Comments:

There are no project expenditures through 2018. Funding for this project will require City Council approval of a future funding source and may require voter approval. This project has been included in the Capital Improvements Program since 2004.

Stormwater Improvements

Patton Alley Box Culvert Replacement

Project Number: **19-0008**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $650,000

2019	2020	2021	2022	2023	2024	Beyond
$ 350,000	$ 300,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct box culvert improvements along Patton Alley and Nichols Street from Central Street to Boonville Avenue. Project will replace existing sections of box culvert that are in poor condition and in need of replacement.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$	325,000
Greene County	$	325,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program and will require City Council approval of an Intergovernmental Funding Agreement with Greene County. This project is funded through the traditional 1/4-cent Capital Improvement program, Floodplain Acquisitions and Stormwater Improvement, which has been included in the Capital Improvements Program since 2011.

Pickwick Ave and Lombard St to Weller Ave and Monroe St Stormwater Improvement

Project Number: **19-0010**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $750,000

2019	2020	2021	2022	2023	2024	Beyond
$ 50,000	$ 200,000	$ 500,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct stormwater improvements from Pickwick Avenue and Lombard Street to Weller Avenue and Monroe Street. The project will reduce flooding to streets and private property in the neighborhood. This project was generated from citizen flooding complaints.

Proposed Funding Sources:

Level Property Tax	$	500,000
1/4-cent Capital Improvement Sales Tax	$	250,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program. This project is partially funded through Level Property Tax subject to City Council approval and may include bonding. Additional partial funding is through the traditional 1/4-cent Capital Improvement program, Floodplain Acquisitions and Stormwater Improvement, which has been included in the Capital Improvements Program since 2011.

Stormwater Improvements

Ravenwood South Subdivision Phase II Stormwater Improvements

Project Number: **17-0065**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $900,000

2019	2020	2021	2022	2023	2024	Beyond
$ 450,000	$ 450,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct channel improvements in Ravenwood South Subdivision from Nottingham Street and extending upstream to the detention basin that was enlarged as part of the Phase I project. Project will reduce flooding and erosion along the channel. The design will include restoring the natural channel to a geomorphically stable condition. The design will likely include some drop structures and retaining walls in addition to a natural substrate bottom and plantings.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 900,000

Comments:

Project expenditures are estimated at $200,000 through 2018. This project is funded through the traditional 1/4-cent Capital Improvement program, Floodplain Acquisitions and Stormwater Improvement, which has been included in the Capital Improvements Program since 2011.

Ravenwood South Subdivision Phase III Stormwater Improvements

Project Number: **17-0066**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $625,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 0	$ 625,000	$ 0

Project Description:

Design, acquire right-of-way, and construct channel improvements in Ravenwood South Subdivision from the downstream end where it leaves the subdivision and enters City Park's property extending upstream to the downstream end of Phase II. Project will reduce flooding and erosion along the channel. The design will include restoring the natural channel to a geomorphically stable condition. The design will likely include some drop structures and retaining walls in addition to a natural substrate bottom and plantings.

Proposed Funding Sources:

Funding Source to be Identified $ 625,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2017. Funding for this project will require City Council approval of a future funding source and may require voter approval.

Stormwater Improvements

Renew Jordan Creek Box Culvert Segment Phelps to Boonville

Project Number: **18-0002**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,700,000

2019	2020	2021	2022	2023	2024	Beyond
$ 1,000,000	$ 700,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, construct stormwater improvements through the parcel at the Southeast corner of Boonville and Phelps to increase capacity and reduce flooding in the downtown area along the Jordan Creek.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 1,700,000

Comments:

Project expenditures are estimated at $100,000 through 2018. This project is part of a larger project to daylight Jordan Creek through downtown which will improve water quality, spur economic development, and ultimately reduce flooding through this heavily developed area. Design will further determine the extent of the project. This project has been included in the Capital Improvements Program since 2018. Funding for this project will require City Council approval.

Springfield Industrial Park Subdivision Stormwater Improvements

Project Number: **17-0072**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $150,000

2019	2020	2021	2022	2023	2024	Beyond
$ 150,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct channel improvements in Springfield Industrial Park Subdivision from Prince Lane and extending upstream to the sinkhole behind the property located at 606 North Prince Lane. Project will reduce flooding to the businesses along the channel. The design will include channel modifications to improve conveyance from the sinkhole to Prince Lane and may include replacing the culverts under Prince Lane. A natural channel will be maintained in the design and will likely include retaining walls and plantings .The design may require additional excavation of the Glenwood regional detention basin downstream at Cedarbrooke Avenue.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 150,000

Comments:

Project expenditures are estimated at $50,000 through 2018. This project is funded through the traditional 1/4-cent Capital Improvement program, Floodplain Acquisitions and Stormwater Improvement, which has been included in the Capital Improvements Program since 2011.

Stormwater Improvements

Stormwater Improvements - Miscellaneous Small Projects

Project Number: **98-0004**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $600,000

2019	2020	2021	2022	2023	2024	Beyond
$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 0

Project Description:

Construct miscellaneous stormwater drainage improvement projects. This is an annual program and is dependent on the availability of stormwater detention buyout funds. These smaller projects can be designed in-house and constructed by street maintenance staff. Projects are contingent upon property owners' cooperation.

Proposed Funding Sources:

Stormwater Detention Buyout Funds $ 600,000

Comments:

Past projects have been reported separately as an accomplishment. This project has been included in the Capital Improvements Program since 1998.

Stormwater Improvements near 500 Block of East Downing Street

Project Number: **18-0029**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $250,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 0	$ 250,000	$ 0

Project Description:

Design, acquire right-of-way, and construct stormwater improvements from the intersection of Glenwood Street and Roanoke Avenue south towards Downing Street before discharging into South Creek. The project will reduce flooding to streets and to properties on Downing Street.

Proposed Funding Sources:

Funding Source to be Identified $ 250,000

Comments:

There are no project expenditures through 2018. Funding for this project may require City Council approval of a future funding source such as ¼-cent Capital Improvement Sales Tax Program or Level Property Tax. This project has been included in the Capital Improvements Program since 2018.

Stormwater Infrastructure Improvements

Project Number: **18-0043**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $6,775,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 1,375,000	$ 2,700,000	$ 2,700,000	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct stormwater improvements in various locations throughout the City to prevent structural and street flooding, restore floodplains, and enhance water quality. Project is contingent upon property owner's cooperation.

Proposed Funding Sources:

Level Property Tax $ 6,775,000

Comments:

There are no project expenditures through 2018. This program has been included in the Capital Improvements Program since 2018. Level Property Tax funding is subject to City Council approval and may include bonding.

Stormwater Improvements

Stormwater System Condition Assessment

Project Number: **18-0038**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $300,000

2019	2020	2021	2022	2023	2024	Beyond
$ 300,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Inspect and assess the condition of the City's underground stormwater system to identify critical infrastructure in need of replacement. Project will establish an inventory of the City's underground storm sewer system with a condition rating for future planning of the construction of storm sewer replacement and improvement projects.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 300,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018. This Condition Assessment project is funded through the traditional 1/4-cent Capital Improvement program, Floodplain Acquisitions and Stormwater Improvement, which has been included in the Capital Improvements Program since 2011. Funding for future storm sewer improvement projects identified and determined from this Condition Assessment will require City Council approval of a future funding source.

Westwood Avenue and Berkeley Street to Seminole Street and Nettleton Avenue

Project Number: **19-0003**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $425,000

2019	2020	2021	2022	2023	2024	Beyond
$ 50,000	$ 175,000	$ 200,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct stormwater improvements from Westwood Avenue and Berkeley Street to Seminole Street and Nettleton Avenue. The project will reduce flooding to streets and private property in the neighborhood. This project was generated from citizen flooding complaints.

Proposed Funding Sources:

Level Property Tax $ 425,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program. Level Property Tax funding is subject to City Council approval and may include bonding.

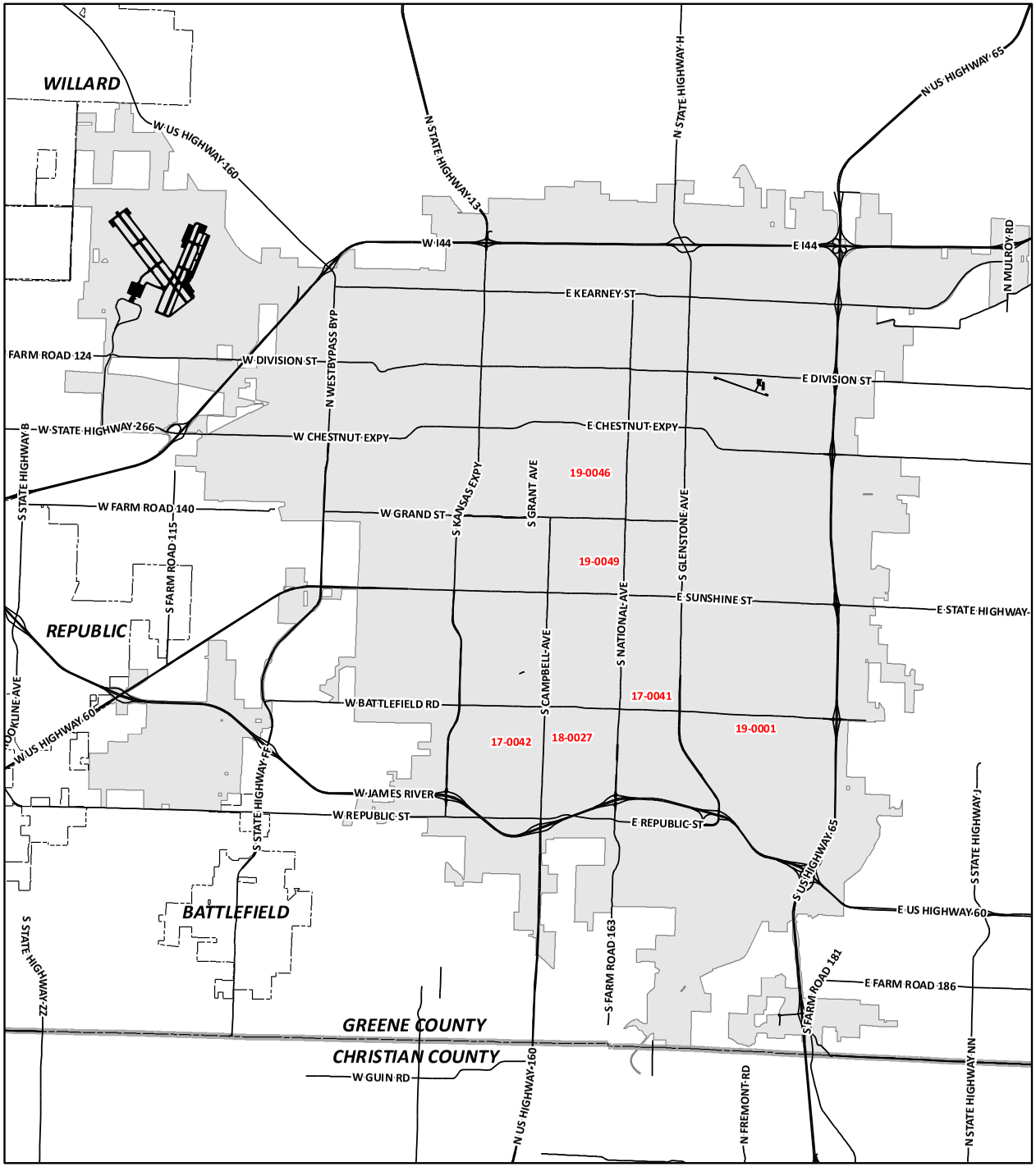
STREET

Improvements

2019 Capital Improvements Program

Projects and programs included in this category of the Capital Improvements Program align with recommendations from the Comprehensive Plan and a number of agency, regional, and community programs. Street improvements represents a collection of projects and programs that have been identified by City Staff through a variety of assessment methods and studies that focus on facility need, safety, connectivity, traffic congestion, condition and requests from citizens. Some projects represent long-term projects and unfunded needs, while others represent targeted projects to be identified as programs administered over the course of the program cycle. Street improvements routinely include a variety of infrastructure improvements that receive funding from targeted revenue streams, special taxing districts and funding support from partnering agencies, including the county, the state, federal governments and developers. Many of the projects include the integration of other improvements critical to comprehensively improving the system, such as stormwater, sidewalks, trail connections, and utility relocation/improvement.

CITY OF Springfield PUBLIC WORKS



Capital Improvements Program

2019 - 2024
Street Improvements (Map 1 of 3)

- * 17-0163 2013-2016 Economic Development/Street Concept Design
- * 17-0070 2016-2019 Public/Private Shared Cost and Economic Development
- * 17-0074 2016-2019 Street Stabilization and Major Repaving
- * 17-0075 2017-2021 Major Street Resurfacing & Rehabilitation Program
- * 17-0069 2017-2021 Public/Private Shared Cost and Economic Development
- * 17-0055 2017-2021 Turn Lane & Safety Improvements
- 19-0046 2019-2024 Center City Development
- * 19-0029 2019-2024 Street Stabilization and Major Repaving
- * 17-0124 2021-2025 1/8-cent Transportation Sales Tax Program
- * 18-0022 2024-2029 1/4-cent Capital Improvement Sales Tax Program
- 17-0041 Battlefield & Fremont Intersection Improvements
- 19-0001 Battlefield and Lone Pine Intersection Improvements
- 19-0049 Brookside Drive Street Improvements
- 18-0027 Campbell & Walnut Lawn Intersection Improvements Construction
- 17-0042 Campbell & Walnut Lawn Intersection Improvements Design & Partial Right of Way

*** Denotes City-Wide Program - Not Labeled on Map**

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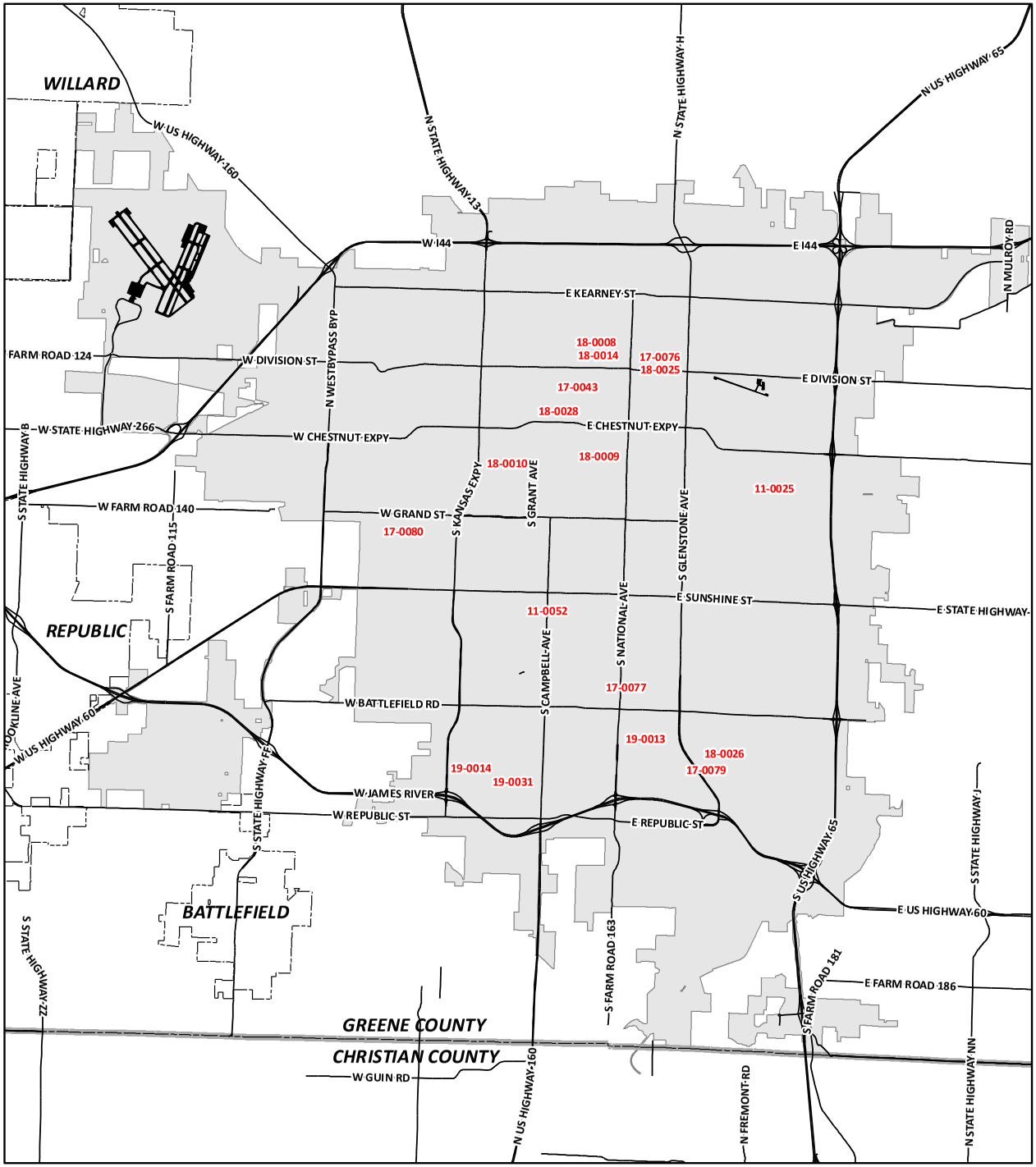

Capital Improvements Program

2019 - 2024
Street Improvements (Map 2 of 3)

19-0031 Campbell Avenue from Republic to Westview - Design and Partial Right of Way
11-0052 Campbell Avenue Widening Battlefield Road to South Avenue - Phase 1
18-0028 Central Street Phase 2 - Grant to Clay Construction
17-0043 Central Street Phase 2 - Grant to Clay Design and Partial R-O-W
11-0025 Cherry Street Barnes to Oak Grove
18-0010 College Street Streetscape between 7th Avenue and 9th Avenue
18-0008 Commercial Street Streetscape Phase 6
18-0025 Division Street - National to Glenstone Construction
17-0076 Division Street - National to Glenstone Design and Partial R-O-W
18-0014 Division Street and Commercial Street Turn Lane and Safety Improvements
17-0077 Fremont Avenue - Battlefield to Sunset
19-0013 Fremont Avenue from Erie Street to Independence Street
18-0026 Galloway Street - Luster to Lone Pine Construction
17-0079 Galloway Street - Luster to Lone Pine Design and Partial R-O-W
18-0009 Jefferson Avenue Streetscape between St. Louis Street and Walnut Street
17-0080 Grand Street Bridge over Jordan Creek
19-0014 Kansas Avenue between Maplewood Street and Walnut Lawn Street

*** Denotes City-Wide Program - Not Labeled on Map**

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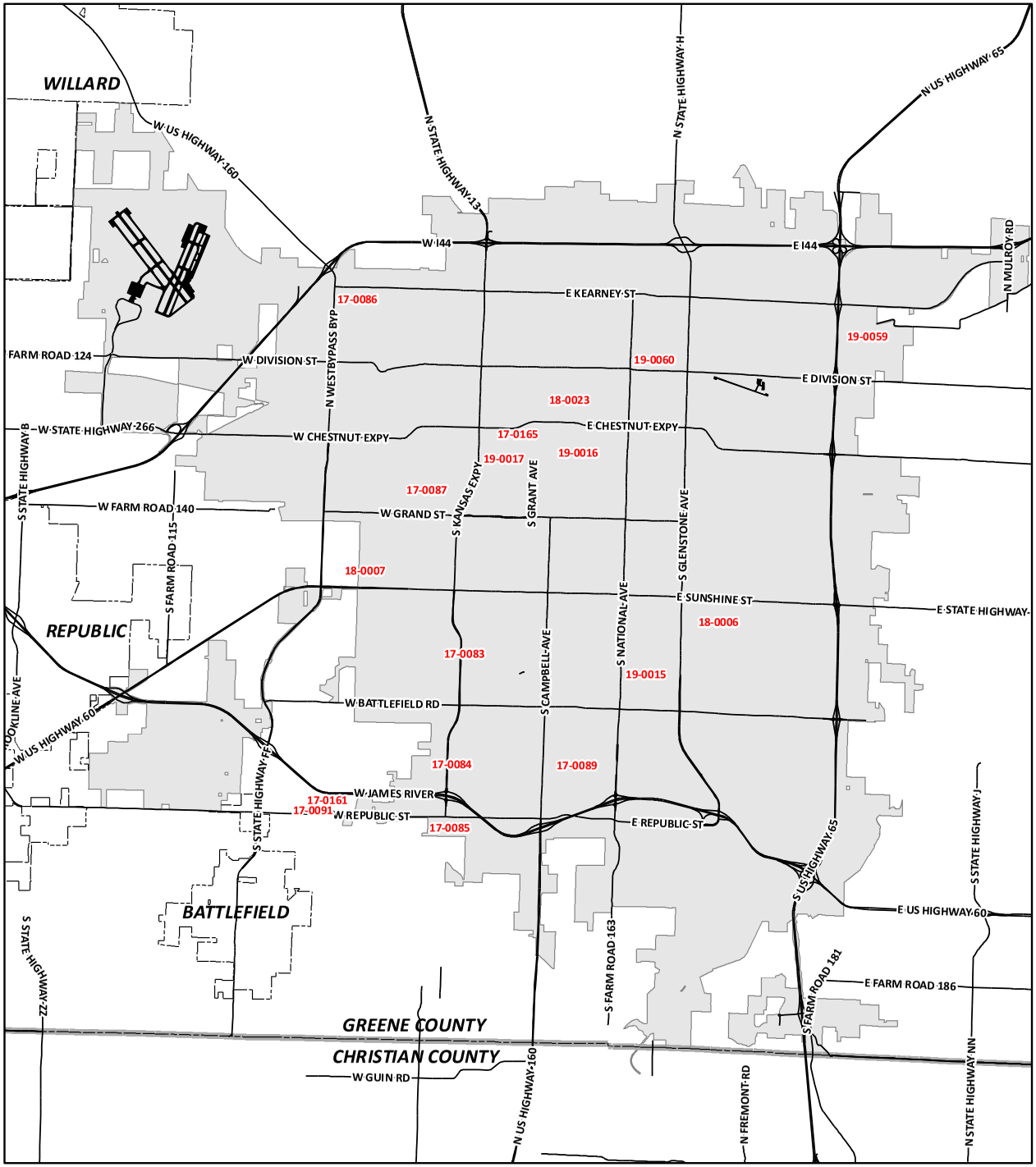

Capital Improvements Program

2019 - 2024
Street Improvements (Map 3 of 3)

- 17-0083 Kansas Expressway & Sunset Street Intersection Improvements
- 17-0084 Kansas Expressway & Walnut Lawn Intersection Improvements
- 17-0085 Kansas Expressway Extension - Republic Road to Farm Road 190
- 17-0086 Kearney Street & West Bypass Intersection Improvements
- 19-0059 LeCompte Road Improvements
- 18-0006 Lone Pine Avenue - Seminole to Sunshine
- 17-0165 Main Avenue Bridge over Jordan Creek
- 17-0087 Mount Vernon Street Bridge over Jordan Creek
- 18-0023 Municipal Parking Lot Improvement Program
- 19-0060 National Avenue and Division Street Intersection Improvements
- 19-0015 National Avenue and Sunset Street Improvements
- 19-0016 Phelps Streetscape from Boonville Avenue to Robberson Avenue
- 17-0089 Primrose Street - South Avenue to Kimbrough Avenue
- 17-0091 Republic Road Phase 4 - Fairview Avenue to Chase
- 17-0161 Republic Road Widening & Storm Water Improvements Between Golden & Route FF
- 18-0007 Scenic Avenue Bridge over Wilson Creek
- 19-0017 Walnut Street Bridge over Jordan Creek

*** Denotes City-Wide Program - Not Labeled on Map**

CITY OF Springfield

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Street Improvements

2016-2019 Public/Private Shared Cost and Economic Development

Project Number: **17-0070**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,700,000

2019	2020	2021	2022	2023	2024	Beyond
$ 850,000	$ 850,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and construct or expand the scope of existing infrastructure improvements with inter-governmental, public or private partners that promote and encourage economic development opportunities.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$	850,000
Cost shared by Private Sector/ Intergovernmental	$	850,000

Comments:

Major projects will be reported as accomplishments or are reported on separate summary pages. This is a traditional 1/4-cent Capital Improvement program and has been included in the Capital Improvements Program since 2000. Funding beyond the 2016-2019 program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program.

2016-2019 Street Stabilization and Major Repaving

Project Number: **17-0074**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $4,100,000

2019	2020	2021	2022	2023	2024	Beyond
$ 3,100,000	$ 1,000,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Stabilize or upgrade structurally deficient local streets. Project also includes high priority resurfacing on the major thoroughfare system to protect and preserve significant transportation assets such as Campbell Avenue, National Avenue, Division Street, Sunshine Street, Battlefield Road and Republic Road.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$	2,100,000
Greene County Road & Bridge Tax	$	2,000,000

Comments:

Project expenditures for the 1/4-cent Sales Tax Program are estimated at $2,500,000 through 2018. The Road and Bridge Tax is annual funding received from Greene County and is annually reported as an accomplishment. This project includes the traditional Capital Improvements Project to pave residential streets that first was part of the proposed 1987 1/2-cent Sales Tax and since 1989 has been part of the 1/4-cent Capital Improvement Sales Tax program. A Street Stabilization project has been included in the Capital Improvements Program since 1994. Funding beyond the 2016-2019 program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program. The Greene County Road & Bridge Tax funding beginning in 2020 is reported under the 2019-2024 Street Stabilization and Major Repaving project (CIP# 19-0029).

Street Improvements

2017-2021 Bridge Repair & Replacement

Project Number: **17-0068**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $50,000

2019	2020	2021	2022	2023	2024	Beyond
$ 50,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and construct improvements to repair or replace bridges in the City. Some bridges may have become structurally deficient. This program will enhance the safety of the traveling public by improving and increasing the load bearing capacity on these routes.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax $ 50,000

Comments:

Project expenditures are estimated at $45,000 through 2018. The Jefferson Avenue Footbridge Repair and Scenic Avenue Bridge over Wilson Creek projects are reported separately. This program has been included in the Capital Improvements Program since 2013. Funding beyond the 2017-2021 program will require voter and City Council approval of future 1/8-cent Transportation Sales Tax Program.

2017-2021 Major Street Resurfacing & Rehabilitation Program

Project Number: **17-0075**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $2,400,000

2019	2020	2021	2022	2023	2024	Beyond
$ 800,000	$ 800,000	$ 800,000	$ 0	$ 0	$ 0	$ 0

Project Description:

This is a contining annual program to stabilize or upgrade local streets, resurface the major thoroughfare system or upgrade residential streets to collector standards with stormwater control, lighting, and sidewalk improvements as necessary.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax $ 2,400,000

Comments:

Project expenditures are estimated at $600,000 through 2018. This program has been included in the Capital Improvements Program since 2006. Funding beyond the 2017-2021 program will require voter and City Council approval of future 1/8-cent Transportation Sales Tax Program.

Street Improvements

2017-2021 Public/Private Shared Cost and Economic Development

Project Number: **17-0069**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,360,000

2019	2020	2021	2022	2023	2024	Beyond
$ 475,000	$ 475,000	$ 410,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and construct or expand the scope of existing infrastructure improvements with inter-governmental, public or private partners that promote and encourage economic development opportunities.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax	$	680,000
Cost shared by Private Sector/ Intergovernmental	$	680,000

Comments:

Major projects will be reported as accomplishments or are reported on separate summary pages. This is a traditional 1/8-cent Transportation program and has been included in the Capital Improvements Program since 2000. Funding beyond the 2017-2021 program will require voter and City Council approval of future 1/8-cent Transportation Sales Tax Program.

2017-2021 Turn Lane & Safety Improvements

Project Number: **17-0055**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $450,000

2019	2020	2021	2022	2023	2024	Beyond
$ 150,000	$ 150,000	$ 150,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct turn lane improvements at various intersections in the City as changes in traffic flow warrant.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax	$	450,000

Comments:

Project expenditures are estimated at $50,000 through 2018. A major project accomplishment for right turn lane improvements at the intersections of Battlefield/Campbell and Battlefield/National is reported separately. The Division and Commercial turn lane improvement project is reported separately. This program has been included in the Capital Improvements Program since 2013. Funding beyond the 2017-2021 program will require voter and City Council approval of future 1/8-cent Transportation Sales Tax Program.

Street Improvements

2019-2024 Center City Development

Project Number: **19-0046**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $700,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 200,000	$ 200,000	$ 200,000	$ 100,000	$ 0

Project Description:

Design and construct streetscapes and sidewalk improvements in the Center City area. Projects could include lighting, American with Disabilities Act (ADA) improvements, landscaping, decorative sidewalks, and irrigation.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$ 700,000

Comments:

There are no expenditures through 2018. The Jefferson Avenue Streetscape between St Louis Street and Walnut Street is funded from this program and shown separately. This program has been included in the Capital Improvements Program since 2005. Funding for this program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

2019-2024 Street Stabilization and Major Repaving

Project Number: **19-0029**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $20,610,000

2019	2020	2021	2022	2023	2024	Beyond
$ 260,000	$ 4,070,000	$ 4,070,000	$ 4,070,000	$ 4,070,000	$ 4,070,000	$ 0

Project Description:

Stabilize or upgrade structurally deficient local streets. Project also includes high priority resurfacing on the major thoroughfare system to protect and preserve significant transportation assets such as portions of Battlefield Road, Sunshine Street and National Avenue.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$ 7,700,000
Greene County Road & Bridge Tax	$ 10,750,000
Federal STBG Grant - City	$ 2,160,000

Comments:

There are no project expenditures through 2018. This project includes the traditional Capital Improvements Project to pave residential streets that first was part of the proposed 1987 1/2-cent Sales Tax and since 1989 has been part of the 1/4-cent Capital Improvement Sales Tax program. A Street Stabilization project has been included in the Capital Improvements Program since 1994. Funding for this program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle. Federal grant funding will require City Council approval.

Street Improvements

2021-2025 1/8-cent Transportation Sales Tax Program

Project Number: **17-0124**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $24,500,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 3,000,000	$ 6,125,000	$ 6,125,000	$ 6,125,000	$ 3,125,000

Project Description:

Design, acquire right-of-way, and construct various transportation improvements. Proposed projects could be: Division Street- National to Glenstone and Campbell & Walnut Lawn Intersection. Proposed continuing programs may include: Intelligent Transportation System, Turn Lane Safety/Capacity, Intermodal/Alternative Transportation Projects, including sidewalks, bike routes, transit, and rail crossings, Bridge Repair/Replacement, Pavement Preservation/Major Streets Resurfacing and Rehabilitation, and Shared Funding Transportation Improvements related to economic development and quality of life enhancements. Funds from this proposed transportation sales tax program could be leveraged through continued partnership with MoDOT and/or Greene County as well as federal grants and other third party cost share public-private investments.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax $ 24,500,000

Comments:

There are no project expenditures through 2018. This future program requires voter and City Council approval during 2020 to extend the current 2017-2021 1/8-cent Transportation Sales Tax. Projections reflected are based on a City 1/8-cent Sales Tax with a four-year sunset and do not include possible investments from MoDOT, Greene County, grants or other funding sources that may be leveraged with the sales tax funds. This future program is based on a continuation of the 1/8 Cent Transportation Sales Tax with a four-year sunset first approved by voters in 1996 and every four years since then.

2024-2029 1/4-cent Capital Improvement Sales Tax Program

Project Number: **18-0022**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $57,750,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 0	$ 250,000	$ 57,500,000

Project Description:

Design, acquire right-of-way, and construct various improvements at locations to be determined. Examples of projects could be the continuation of traditional projects such as: Sidewalk Reconstruction, School Sidewalks, Traffic Calming, Street Stabilization, Metro Signs and Markings, Reforestation, Stormwater Permit Compliance & Flood Control, Street Concept Design, Center City Development and Shared Cost/Economic Development. Continuing projects may include improvements on Kansas Expressway from Maplewood to Walnut Lawn, Fremont Avenue from Erie to Independence, and Campbell Avenue from Republic Road to Westview.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 57,750,000

Comments:

There are no project expenditures through 2018. This future program requires voter and City Council approval during 2019 to extend the 1/4-cent Capital Improvement Sales Tax for twenty years until 2039. This would be the second 5-year phase of the proposed 20 year tax cycle if approved by voters and City Council. This program would be a continuation of the 1/4-cent Capital Improvement Sales Tax first approved by voters in 1989 and subsequently every three years since then through 2019.

Street Improvements

Battlefield & Fremont Intersection Improvements

Project Number: **17-0041**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $2,633,000

2019	2020	2021	2022	2023	2024	Beyond
$ 2,633,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way and construct improvements at Battlefield Road and Fremont Avenue intersection. Project will include adding lanes and new traffic signals.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 2,633,000

Comments:

Project expenditures are estimated at $367,000 through 2018. The project is in the design phase. This project has been included in the Capital Improvements Program since 2017.

Battlefield and Lone Pine Intersection Improvements

Project Number: **19-0001**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $800,000

2019	2020	2021	2022	2023	2024	Beyond
$ 50,000	$ 50,000	$ 50,000	$ 650,000	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct improvements to the intersection of Battlefield Road and Lone Pine Avenue. This project includes new signal equipment, turn lane improvements, and Americans with Disabilities Act (ADA) upgrades.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 800,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program. Funding for this project will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

Brookside Drive Street Improvements

Project Number: **19-0049**

Department: Art Museum

Estimated Remaining Cost and Yearly Spending Plan: $1,580,689

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 0	$ 1,580,689	$ 0

Project Description:

This project will create an improved entry to the Museum and Phelps Grove Park and improve pedestrian access and safety by creating a divided boulevard with a planted median beginning at National Ave. and ending at the interesection of Brookside Drive and Lindwood Circle. These improvements will include enhanced lighting, a large crosswalk connecting the Museum grounds and the Gerald Perry Tennis Courts, ADA ramps, sidepaths, and landscaping. More information including conceptual design documents and cost estimates are available if needed.

Proposed Funding Sources:

Art Museum Fund Balance $ 1,580,689

Comments:

Street Improvements

Campbell & Walnut Lawn Intersection Improvements Construction

Project Number: **18-0027**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $3,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 750,000	$ 2,250,000	$ 0	$ 0	$ 0

Project Description:

Construction of improvements at Campbell Avenue and Walnut Lawn Road intersection. Project will include adding lanes and new traffic signals.

Proposed Funding Sources:

Funding Source to be Identified $ 3,000,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018. Funding for this project may require City Council approval of a future funding source such as ¼-cent Capital Improvement Sales Tax Program or 1/8-cent Transportation Sales Tax.

Campbell & Walnut Lawn Intersection Improvements Design & Partial Right-of-Way

Project Number: **17-0042**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,100,000

2019	2020	2021	2022	2023	2024	Beyond
$ 500,000	$ 500,000	$ 100,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and acquire right-of-way for improvements at Campbell Avenue and Walnut Lawn Road intersection. Project will include adding lanes and new traffic signals.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax $ 1,100,000

Comments:

Project expenditures are estimated at $100,000 through 2018. This project had been included in the Capital Improvements Program since 2017.

Campbell Avenue from Republic to Westview- Design and Partial Right-of-Way

Project Number: **19-0031**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $400,000

2019	2020	2021	2022	2023	2024	Beyond
$ 100,000	$ 200,000	$ 100,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and acquire right-of-way for improvements on Campbell Avenue between Republic Road and Westview Street. This project includes adding a third southbound lane to Campbell Avenue including access management.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 400,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program. Funding for this project will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

Street Improvements

Campbell Avenue Widening Battlefield Road to South Avenue - Phase 1

Project Number: **11-0052**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $7,700,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 4,000,000	$ 3,700,000	$ 0

Project Description:

Design, acquire right-of-way and construct improvements to widen Campbell Avenue to a six-lane primary arterial between Battlefield Road and South Avenue. Project will be constructed in phases and will include curbs and gutters, sidewalks, stormwater drainage conveyance, and intersection capacity improvements.

Proposed Funding Sources:

Funding Source to be Identified $ 7,700,000

Comments:

There are no expenditures through 2018. The Campbell Lane Addition South Avenue to Primrose for the northbound lane portion of this project has been completed and reported separately as an accomplishment. A conceptual design to widen Campbell between James River Freeway interchange and Battlefield Road is on-going and shown as a separate project. 1/4-cent Capital Improvement Sales Tax and the 1/8-cent Transportation Sales Tax could be used to leverage state, federal and private funding for this project. This project has been included in the Capital Improvements Program since 2011. Funding for this project may require City Council approval of a future funding source such as ¼-cent Capital Improvement Sales Tax Program or 1/8-cent Transportation Sales Tax.

Central Street Phase 2 - Grant to Clay Construction

Project Number: **18-0028**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $5,200,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 1,300,000	$ 3,900,000	$ 0	$ 0	$ 0

Project Description:

Construction of improvements on Central Street between Grant Avenue and Clay Avenue. Future construction improvements will improve Central Street to a complete street and will include curb and gutter, sidewalks, multi-use path, stormwater conveyance and intersection improvements.

Proposed Funding Sources:

Funding Source to be Identified $ 5,200,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018. Funding for this project may require City Council approval of a future funding source such as ¼-cent Capital Improvement Sales Tax Program or 1/8-cent Transportation Sales Tax.

Street Improvements

Central Street Phase 2 - Grant to Clay Design and Partial Right-of-Way

Project Number: **17-0043**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $450,000

2019	2020	2021	2022	2023	2024	Beyond
$ 260,000	$ 190,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and acquire right-of-way for improvements on Central Street between Grant Avenue and Clay Avenue. Future construction improvements will improve Central Street to a complete street and will include curb and gutter, sidewalks, multi-use path, stormwater conveyance and intersection improvements. Construction will require voter and City Council approval of future 1/4-cent Capital Improvement Sales Tax Program.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 450,000

Comments:

Project expenditures are estimated at $150,000 through 2018. This project had been included in the Capital Improvements Program since 2017.

Cherry Street - Barnes to Oak Grove

Project Number: **11-0025**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $2,080,000

2019	2020	2021	2022	2023	2024	Beyond
$ 2,080,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way and construct a project to upgrade Cherry Street to secondary arterial standards. Actual construction project will include curb and gutter, sidewalks, stormwater conveyance and intersection improvements.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax $ 2,080,000

Comments:

Project expenditures are estimated at $420,000 through 2018. Public meetings have been held to discuss proposed improvements. This project has been included in the Capital Improvements Program since 2011.

Street Improvements

College Street Streetscape between 7th Avenue and 9th Avenue

Project Number: **18-0010**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $3,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 1,500,000	$ 1,500,000	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct streetscape improvements along College Street between 7th Avenue and 9th Avenue. This project will include streetscape improvements such as sidewalks, stormwater conveyance and landscaping.

Proposed Funding Sources:

Funding Source to be Identified $ 3,000,000

Comments:

There are no project expenditures through 2018. This project continues streetscape improvements that were previously done along College Street. This project has been included in the Capital Improvements Program since 2018. Funding for this project may require City Council approval of a future funding source such as ¼-cent Capital Improvement Sales Tax Program or 1/8-cent Transportation Sales Tax.

Commercial Street Streetscape Phase 6

Project Number: **18-0008**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,200,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 100,000	$ 1,100,000	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct streetscape improvements along Commercial Street between Jefferson Avenue and Benton Avenue. This project will include streetscape improvements such as sidewalks, stormwater conveyance and landscaping.

Proposed Funding Sources:

Funding Source to be Identified $ 1,200,000

Comments:

There are no project expenditures through 2018. The project continues streetscape improvements that were previously done along Commercial Street. This project has been included in the Capital Improvements Program since 2018. Funding for this project may require City Council approval of a future funding source such as ¼-cent Capital Improvement Sales Tax Program or 1/8-cent Transportation Sales Tax.

Street Improvements

Division Street - National to Glenstone Construction

Project Number: **18-0025**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $3,250,000

2019	2020	2021	2022	2023	2024	Beyond
$ 875,000	$ 2,375,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Construction of improvements to Division Street between National Avenue and Glenstone Avenue. The construction project will include new curb and gutter, new pavement, sidewalks, and stormwater conveyance.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 3,250,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018. Funding for this project will require City Counciil approval of a future 1/4-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

Division Street - National to Glenstone Design and Partial Right-of-Way

Project Number: **17-0076**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $55,000

2019	2020	2021	2022	2023	2024	Beyond
$ 55,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and acquire right-of-way for improvements to Division Street between National Avenue and Glenstone Avenue. The construction project will include new curb and gutter, new pavement, sidewalks, and stormwater conveyance.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax $ 55,000

Comments:

Project expenditure are estimated at $245,00 through 2018. This project had been included in the Capital Improvements Program since 2017.

Division Street and Commercial Street Turn Lane and Safety Improvements

Project Number: **18-0014**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $200,000

2019	2020	2021	2022	2023	2024	Beyond
$ 200,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Reconstruct the intersection of Division Street and Commercial Street to a traditional 90-degree intersection to improve the turning movements to and from Commercial Street to reduce crashes and driver confusion. The project includes the upgrade of the pedestrian facilities to Americans with Disablilities Act (ADA) standards and the closing of several commercial driveways.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax $ 200,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018.

Street Improvements

Economic Development/Street Concept Design

Project Number: **17-0163**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $360,000

2019	2020	2021	2022	2023	2024	Beyond
$ 122,500	$ 112,500	$ 62,500	$ 62,500	$ 0	$ 0	$ 0

Project Description:

Develop street conceptual design for major road improvements as locations and/or economic development warrants. Projects could include improvements for existing streets or new street construction.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 360,000

Comments:

Project expenditures are estimated at $40,000 through 2018. This is a traditional 1/4-cent Capital Improvement program and continues design activities for at least one major street improvement or new street during each 1/4-cent Capital Improvement Sales Tax cycle. A Concept Design program has been included in the Capital Improvements Program since 1998.

Fremont Avenue - Battlefield to Sunset

Project Number: **17-0077**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,624,500

2019	2020	2021	2022	2023	2024	Beyond
$ 1,624,500	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way and construct improvements to widen Fremont Avenue from Battlefield Road to Sunset Street. Project will also include adding sidewalks, a multi-use path and stormwater improvements.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 1,624,500

Comments:

Project expenditures are estimated at $375,500 through 2018. This project had been included in the Capital Improvements Program since 2017.

Street Improvements

Fremont Avenue from Erie Street to Independence Street

Project Number: **19-0013**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $9,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 240,000	$ 240,000	$ 240,000	$ 8,280,000

Project Description:

Design, acquire right-of-way, and construct improvements to Fremont Avenue between Erie Street and Independence Street. This project will include street widening with curb and gutter, sidewalk, bicycle infrastructure, and stormwater improvements.

Proposed Funding Sources:

Funding Source to be Identified	$ 8,280,000
1/4-cent Capital Improvement Sales Tax	$ 720,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program. 1/4-cent Capital Improvement Sales Tax funding for this project as shown above will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle. Full funding of this project will require City Council approval of a future funding source.

Galloway Street - Luster to Lone Pine Design and Partial Right-of-Way

Project Number: **17-0079**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $600,000

2019	2020	2021	2022	2023	2024	Beyond
$ 600,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and acquire right-of-way for improvements on Galloway Street between Luster Avenue and Lone Pine Avenue. The construction project will include widening Galloway Street with curb and gutter and stormwater conveyance as well as adding sidewalks and bicycle infrastructure.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$ 100,000
1/8-cent Transportation Sales Tax	$ 500,000

Comments:

Project expenditures are estimated at $200,000 through 2018. This project had been included in the Capital Improvements Program since 2017.

Street Improvements

Galloway Street - Luster to Lone Pine Construction

Project Number: **18-0026**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $6,600,000

2019	2020	2021	2022	2023	2024	Beyond
$ 750,000	$ 2,250,000	$ 2,250,000	$ 1,350,000	$ 0	$ 0	$ 0

Project Description:

Construction of improvements on Galloway Street between Luster Avenue and Lone Pine Avenue. The construction project will include widening Galloway Street with curb and gutter and stormwater conveyance as well as adding sidewalks and bicycle infrastructure.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 6,600,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018. Funding for this project will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

Jefferson Avenue Streetscape between St. Louis Street and Walnut Street

Project Number: **18-0009**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 100,000	$ 900,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct streetscape improvements along the east side of Jefferson Avenue between St, Louis Street and Walnut Street. This project will include streetscape improvements such as sidewalks, stormwater conveyance and landscaping. New traffic signals at Jefferson Avenue and McDaniel Street and at Jefferson Avenue and Walnut Street will also be included.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 1,000,000

Comments:

There are no project expenditures through 2018. This project continues streetscape improvements that were previously done along Jefferson Avenue. This project has been included in the Capital Improvements Program since 2018. Funding for this project may require voter and City Council approval of a future funding source such as ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

Street Improvements

Kansas Avenue between Maplewood Street and Walnut Lawn Street

Project Number: **19-0014**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $5,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 250,000	$ 250,000	$ 250,000	$ 4,250,000	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct improvements on Kansas Avenue between Maplewood Street and Walnut Lawn Street. This project includes widening Kansas Avenue with curb and gutter and stormwater conveyance as well as adding sidewalks and bicycle infrastructure.

Proposed Funding Sources:

Funding Source to be Identified	$ 4,250,000
1/4-cent Capital Improvement Sales Tax	$ 750,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program. 1/4-cent Capital Improvement Sales Tax funding for this project as shown above will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle. Full funding of this project will require City Council approval of a future funding source.

Kansas Expressway & Sunset Street Intersection Improvements

Project Number: **17-0083**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $2,250,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 2,250,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way and construct improvements to the intersection of Kansas Expressway and Sunset Street. This project will include aligning the northbound and southbound left turn lanes, improving the right turn lanes, and moving signal equipment.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$ 225,000
Missouri Department of Transportation (MoDOT)	$ 1,125,000
Federal STBG Grant - City	$ 900,000

Comments:

There are no project expenditures through 2018. This project had been included in the Capital Improvements Program since 2017. Federal grant funding will require City Council approval. MoDOT funding will require City Council approval of an Intergovernmental Cost Share Agreement.

Street Improvements

Kansas Expressway & Walnut Lawn Intersection Improvements

Project Number: **17-0084**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $2,250,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 2,250,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way and construct improvements to the intersection of Kansas Expressway and Walnut Lawn Street. This project will include aligning the northbound and southbound left turn lanes, improving the right turn lanes, and replacing the signal equipment.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$ 225,000
Federal STBG Grant - City	$ 900,000
Missouri Department of Transportation (MoDOT)	$ 1,125,000

Comments:

There are no project expenditures through 2018. This project had been included in the Capital Improvements Program since 2017. Federal grant funding will require City Council approval. MoDOT funding will require City Council approval of an Intergovernmental Cost Share Agreement.

Kansas Expressway Extension - Republic Road to Farm Road 190

Project Number: **17-0085**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $39,175,000

2019	2020	2021	2022	2023	2024	Beyond
$ 6,000,000	$ 6,000,000	$ 6,000,000	$ 6,000,000	$ 6,000,000	$ 9,175,000	$ 0

Project Description:

Design, acquire right-of-way and construct the extension of Kansas Expressway from Republic Road to Farm Road 190 in Greene County.

Proposed Funding Sources:

Greene County	$ 34,200,000
Federal STBG Grant - City	$ 4,975,000

Comments:

Project expenditures are estimated at $2,500,000 through 2018. Greene County will manage the joint project with the City contributing federal STP grant funding. This project has been included in the Capital Improvements Program since 2017. Federal grant funds to be provided by the City will require City Council approval.

Street Improvements

Kearney Street & West Bypass Intersection Improvements

Project Number: **17-0086**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $2,662,500

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 2,662,500	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way and construct improvements to the intersection of Kearney Street and West Bypass. This project will include turn lane improvements and upgrades to the intersection and traffic signals to accommodate pedestrians.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$ 300,000
Missouri Department of Transportation (MoDOT)	$ 1,312,500
Federal STBG Grant - City	$ 1,050,000

Comments:

There are no project expenditures through 2018. This project had been included in the Capital Improvements Program since 2017. Federal grant funding will require City Council approval. MoDOT funding will require City Council approval of an Intergovernmental Cost Share Agreement.

LeCompte Road Improvements

Project Number: **19-0059**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $2,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 0	$ 100,000	$ 1,900,000

Project Description:

This project will include a partnership with Springfield Underground to extend LeCompte Road as a 3-lane section south of the railroad crossing to Springfield Underground's driveway approach approximately 1,800 feet to the south. The project will also include the relocation of Farm Road 116 to a point south of the existing intersection with LeCompte Road. The improvements on LeCompte include complete reconstruction of the existing roadway to a 3-lane section with curb and gutter, improved stormwater facilities, and new sidewalks.

Proposed Funding Sources:

Funding Source to be Identified	$ 2,000,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program. Funding for the project will require City Council approval of a future funding source.

Street Improvements

Lone Pine Avenue - Seminole to Sunshine

Project Number: **18-0006**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $3,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 0	$ 1,500,000	$ 1,500,000	$ 0

Project Description:

Design, acquire right-of-way, and construct improvements to Lone Pine Avenue between Seminole Street and Sunshine Street.

Proposed Funding Sources:

Funding Source to be Identified	$ 3,000,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018. Funding for this project will require City Council approval of a future funding source such as ¼-cent Capital Improvement Sales Tax Program or 1/8-cent Transportation Sales Tax.

Main Avenue Bridge over Jordan Creek

Project Number: **17-0165**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,500,000

2019	2020	2021	2022	2023	2024	Beyond
$ 1,500,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way and construct improvements to the Main Avenue bridge over Jordan Creek.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax	$ 1,500,000

Comments:

Project expenditures are estimated at $250,000 through 2018. This project had been included in the Capital Improvements Program since 2017.

Mount Vernon Street Bridge over Jordan Creek

Project Number: **17-0087**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,365,000

2019	2020	2021	2022	2023	2024	Beyond
$ 1,365,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way and construct improvements to the Mount Vernon Street bridge over Jordan Creek.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax	$ 113,663
Intergovernmental	$ 250,268
Federal Grant Funding	$ 1,001,069

Comments:

Project expenditures are estimated at $260,000 through 2018. This project had been included in the Capital Improvements Program since 2017.

Street Improvements

Municipal Parking Lot Improvement Program

Project Number: **18-0023**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $178,500

2019	2020	2021	2022	2023	2024	Beyond
$ 178,500	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

New program to provide funding to address high priority parking lot repair and improvements for municipal buildings and City facilities.

Proposed Funding Sources:

General Fund $ 178,500

Comments:

Project expenditures are estimated at $108,500 through 2018. This is a program funded in the FY2018 and FY2019 General Fund Operating Budget. Funding beyond FY2019 is dependent on annual General Fund appropriations approved by City Council or other funding sources to be identified.

National Avenue and Division Street Intersection Improvements

Project Number: **19-0060**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $770,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 770,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

This project will be a collaborative partnership with BNSF Railroad, MoDOT, and the City of Springfield to make improvements to the railroad signal equipment and the vehicular traffic signal at the intersection of National Avenue and Division Street. City improvements to the intersection include the removal of the truss signal infrastructure and replacement with traditional traffic signal poles and arms, as well as implementation of a battery backup system, improved signal equipment, geometric and American with Disabilities Act (ADA) improvements, and new bike lanes on Division Street.

Proposed Funding Sources:

Funding Source to be Identified $ 770,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program. Funding for the project may require City Council approval of a future funding source.

Street Improvements

National Avenue and Sunset Street Intersection Improvements

Project Number: **19-0015**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $800,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 0	$ 50,000	$ 50,000	$ 50,000	$ 650,000

Project Description:

Design, acquire right-of-way, and construct improvements to the intersection of National Avenue and Sunset Street. This project will include new signal equipment, turn lane improvements, and American with Disabilities Act (ADA) upgrades.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 800,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program. Funding for this project will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

Phelps Street Streetscape from Boonville Avenue to Robberson Avenue

Project Number: **19-0016**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,037,500

2019	2020	2021	2022	2023	2024	Beyond
$ 200,000	$ 837,500	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct streetscape improvements on Phelps Street between Boonville Avenue and Robberson Avenue. This project will include streetscape improvements such as sidewalks, stormwater conveyance and landscaping.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 1,037,500

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program. This project is funded through the traditional 1/4-cent Capital Improvement program, Center City Development.

Street Improvements

Primrose Street - South Avenue to Kimbrough Avenue

Project Number: **17-0089**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $2,500,000

2019	2020	2021	2022	2023	2024	Beyond
$ 2,500,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct improvements on Primrose Street between South Avenue and Kimbrough Avenue. Project will include widening Primrose to five lanes and adding sidewalks as well as signal improvements at the intersection of Primrose Street and Jefferson Avenue.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$ 2,500,000

Comments:

Project expenditures are estimated at $625,000 through 2018. This project had been included in the Capital Improvements Program since 2017.

Republic Road and Campbell Intersection & Republic Road Fairview Ave to Chase

Project Number: **17-0091**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $5,968,000

2019	2020	2021	2022	2023	2024	Beyond
$ 500,000	$ 5,468,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct improvements on Republic Road between Fairview Avenue and the driveway to Chase. Project will include widening Republic Road to five lanes with bicycle lanes and sidewalks. The intersection of Republic Road and Campbell Avenue will also be improved with additional lanes and pedestrian facilities through the intersection.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax	$ 1,003,200
Missouri Department of Transportation (MoDOT)	$ 2,364,000
Federal STBG Grant - City	$ 2,600,800

Comments:

Project expenditures are estimated at $260,000 through 2018. This project had been included in the Capital Improvements Program since 2017.

Street Improvements

Scenic Avenue Bridge over Wilson Creek

Project Number: **18-0007**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,700,000

2019	2020	2021	2022	2023	2024	Beyond
$ 200,000	$ 1,500,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct improvements to the Scenic Avenue Bridge over Wilson Creek.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$ 1,500,000
1/8-cent Transportation Sales Tax	$ 200,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018. Full funding for this project will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

Walnut Street Bridge over Jordan Creek

Project Number: **19-0017**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,200,000

2019	2020	2021	2022	2023	2024	Beyond
$ 200,000	$ 500,000	$ 500,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct improvements to the Walnut Street Bridge over Jordan Creek.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax	$ 200,000
1/4-cent Capital Improvement Sales Tax	$ 1,000,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program. Full funding for this project will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

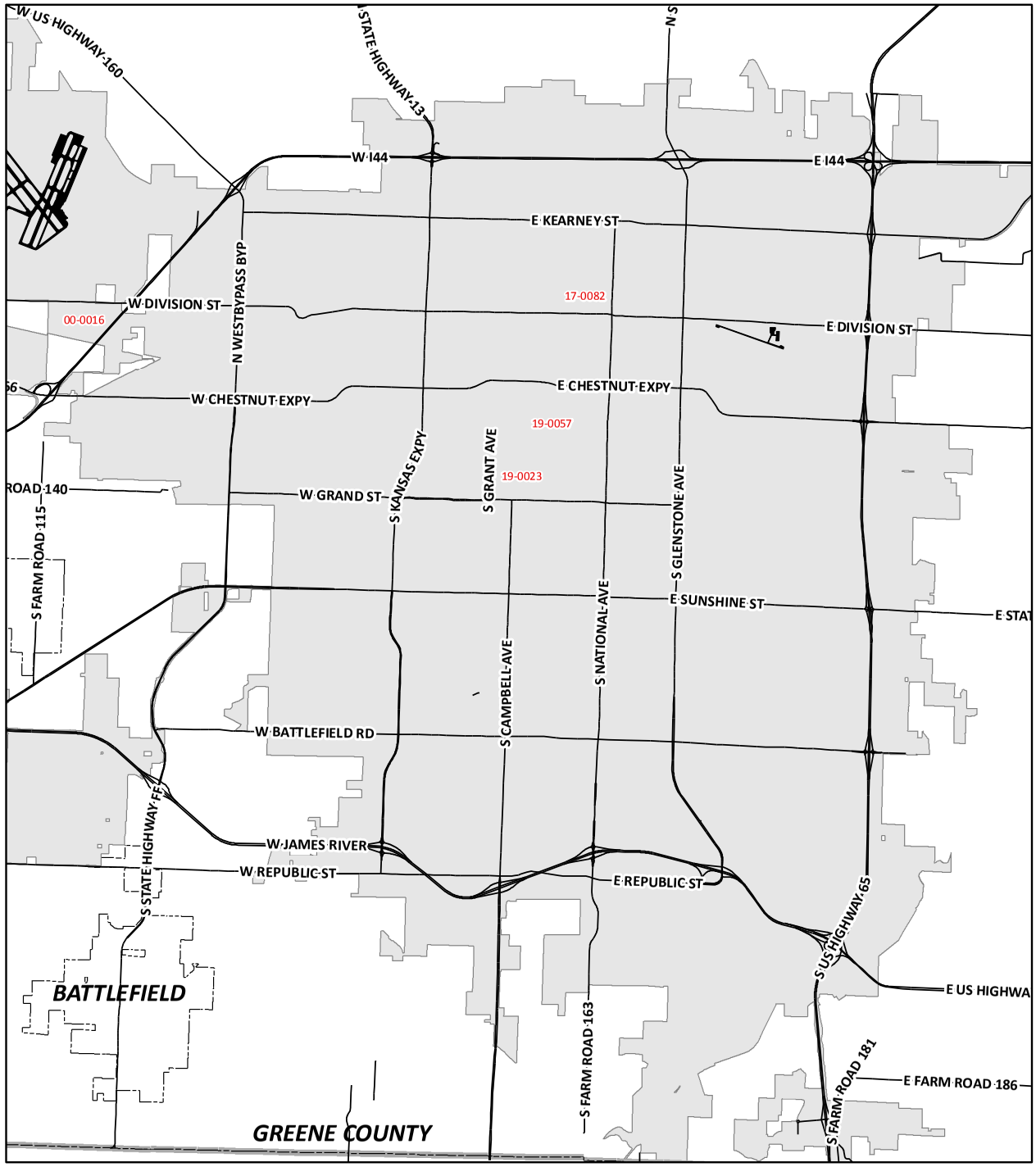
TARGETED INFRASTRUCTURE

Improvements

2019 Capital Improvements Program

Projects included in this category of the Capital Improvements Program are primarily focused on making targeted improvements to industrial parks, community improvement districts, and neighborhoods. Improvements are identified by a variety of community partnership organizations, special tax financing districts, neighborhoods, as well as City Council. Projects include basic infrastructure improvements to neighborhood parks, streets, sidewalks and Stormwater facilities in addition to full range of industrial park and streetscape improvements. This category would also include special projects details for non-typical projects and city facilities identified through a variety of city-administered programs and comprehensive planning activities. Funding for these projects come from a variety of sources and often involve a combination of resources from city taxes, state and federal grants, special tax districts, and private partnerships.

CITY OF Springfield PLANNING & DEVELOPMENT



Capital Improvements Program

2019 - 2024 Targeted Infrastructure Improvements

- * 19-0045 2019-2024 Minor Neighborhood Improvements
- * 19-0043 2019-2024 Neighborhood Initiative Program
- 19-0023 Grant Avenue Connect Parkway
- 17-0082 Jefferson Avenue Footbridge
- 19-0057 Jordan Creek Riparian Acquisition and Restoration Project
- * 96-0001 Minor Neighborhood Improvements
- * 17-0167 Neighborhood Works Program
- 00-0016 Partnership Industrial Center West Development

*** Denotes City-Wide Program - Not Labeled on Map**

CITY OF Springfield

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Targeted Infrastructure Improvements

2016-2019 Neighborhood Initiative Program

Project Number: **17-0167**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,100,000

2019	2020	2021	2022	2023	2024	Beyond
$ 600,000	$ 500,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Construct various capital improvement projects in the seventeen registered neighborhood organizations throughout the City. This is a new program to enhance neighborhoods by having the residents identify potential improvements in their respective neighborhoods. The project lists will be developed by the neighborhoods, voted on by the Neighborhood Advisory Council, and analyzed, budgeted, and completed by the City. The cap on funding for an individual neighborhood project is $100,000. The improvements are limited to capital projects that Public Works Department has the ability to maintain.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 1,100,000

Comments:

Project expenditures are estimated at $400,000 through 2018. During 2017 and 2018, twenty-one (21) Neighborhood Parks Improvement projects were approved by City Council based on recommendations of the Neighborhood Advisory Council. The total cost of the twenty-one projects is approximately $1,200,000 with a contingency budget of $300,000. This program has been included in the Capital Improvements Program since 2017. Funding beyond the 2016- 2019 program will require voter and City Council approval of future 1/4-cent Capital Improvement Sales Tax Program.

2019-2024 Minor Neighborhood Improvements

Project Number: **19-0045**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 100,000	$ 180,000	$ 180,000	$ 180,000	$ 180,000	$ 180,000	$ 0

Project Description:

Construct minor infrastructure improvements in each Council zone. Examples include additional turn lanes, railroad crossing improvements, sidewalks, drainage, short extensions of streets for connectivity, etc. Potential project activities may be identified through neighborhood planning processes or through neighborhood input during the review and approval process for rezoning and subdivision applications.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 1,000,000

Comments:

There are no expenditures through 2018. A Minor Neighborhood Improvements project has been included in the Capital Improvements Program since 1996. Funding for this program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

Targeted Infrastructure Improvements

2019-2024 Neighborhood Initiative Program

Project Number: **19-0043**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 100,000	$ 180,000	$ 180,000	$ 180,000	$ 180,000	$ 180,000	$ 0

Project Description:

Construct various capital improvement projects in the seventeen registered neighborhood organizations throughout the City. The project lists will be developed by the neighborhoods, voted on by the Neighborhood Advisory Council, and analyzed, budgeted, and completed by the City. The improvements are limited to capital projects that Public Works Department has the ability to maintain.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$ 1,000,000

Comments:

There are no expenditures through 2018. This program has been included in the Capital Improvements Program since 2017. Funding for this program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

Grant Avenue Connect Parkway

Project Number: **19-0023**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $26,000,000

2019	2020	2021	2022	2023	2024	Beyond
$ 4,400,000	$ 7,200,000	$ 4,800,000	$ 4,800,000	$ 4,800,000	$ 0	$ 0

Project Description:

Design, acquire right-of-way, and construct a multi-use connection between the Wonders of Wildlife Museum and Downtown Springfield.

Proposed Funding Sources:

Federal Grant Funding	$ 21,760,000
Funding Source to be Identified	$ 4,240,000

Comments:

Project expenditures are estimated at $62,000 through 2018. This project is a new addition to the Capital Improvements Program. Schedule for this project is dependent upon award of the federal grant. Funding for this project will require City Council approval of a future funding source and may require voter approval.

Targeted Infrastructure Improvements

Jefferson Avenue Footbridge

Project Number: **17-0082**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $2,500,000

2019	2020	2021	2022	2023	2024	Beyond
$ 2,500,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Inspect, design, and construct improvements to the Jefferson Avenue Footbridge between Commercial Street and Chase Street. This project involves the rehabilitation of the pedestrian bridge which is over 100 years old and is on the historic register. This will include repairing or replacing structural members and installing American with Disabilities Act (ADA) accessible approaches.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax	$	257,143
Commercial Club Grant	$	50,000
1/4-cent Capital Improvement Sales Tax	$	192,857
Federal STBG Grant - City	$	2,000,000

Comments:

Project expenditures are estimated at $425,000 through 2018. This project had been included in the Capital Improvements Program since 2017.

Jordan Creek Riparian Acquisition and Restoration Project

Project Number: **19-0057**

Department: Environmental Services

Estimated Remaining Cost and Yearly Spending Plan: $625,000

2019	2020	2021	2022	2023	2024	Beyond
$ 600,000	$ 25,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

This project will acquire and restore riparian property along Jordan Creek as public open space for water quality improvement and a future greenways trail connection.

Proposed Funding Sources:

MoDNR Stormwater Grant	$	400,000
Parks 1/4 Cent Sales Tax, for Storm Water	$	58,500
1/4-cent Capital Improvement Sales Tax	$	141,500
Environmental Services Operating Budget	$	25,000

Comments:

There are no project expenditures through 2018. This project is contingent upon acceptance of grant funds by City Council. Funding for this program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle. This project is a new addition to the Capital Improvements Program.

Targeted Infrastructure Improvements

Minor Neighborhood Improvements

Project Number: **96-0001**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $950,000

2019	2020	2021	2022	2023	2024	Beyond
$ 475,000	$ 475,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Construct minor infrastructure improvements in each Council zone. Examples include additional turn lanes, railroad crossing improvements, sidewalks, drainage, short extensions of streets for connectivity, etc. Potential project activities may be identified through neighborhood planning processes or through neighborhood input during the review and approval process for rezoning and subdivision applications.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 950,000

Comments:

Project expenditures are estimated at $250,000 through 2018. A Minor Neighborhood Improvements project has been included in the Capital Improvements Program since 1996. Funding beyond this program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program.

Partnership Industrial Center West Development

Project Number: **00-0016**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $2,583,600

2019	2020	2021	2022	2023	2024	Beyond
$ 430,600	$ 430,600	$ 430,600	$ 430,600	$ 430,600	$ 430,600	$ 0

Project Description:

Develop infrastructure for a new industrial park. Construct streets, stormwater and sanitary sewer facilities within the park as necessary.

Proposed Funding Sources:

Proceeds generated by the sale of parcels within the Industrial Park $ 2,583,600

Comments:

City share of project expenditures are estimated at $6,700,000 through 2018. Costs incurred by partnership developments are not shown on this page. Projected additional expenditures are contingent upon future lot sales. This project has been included in the Capital Improvements Program since 2000.

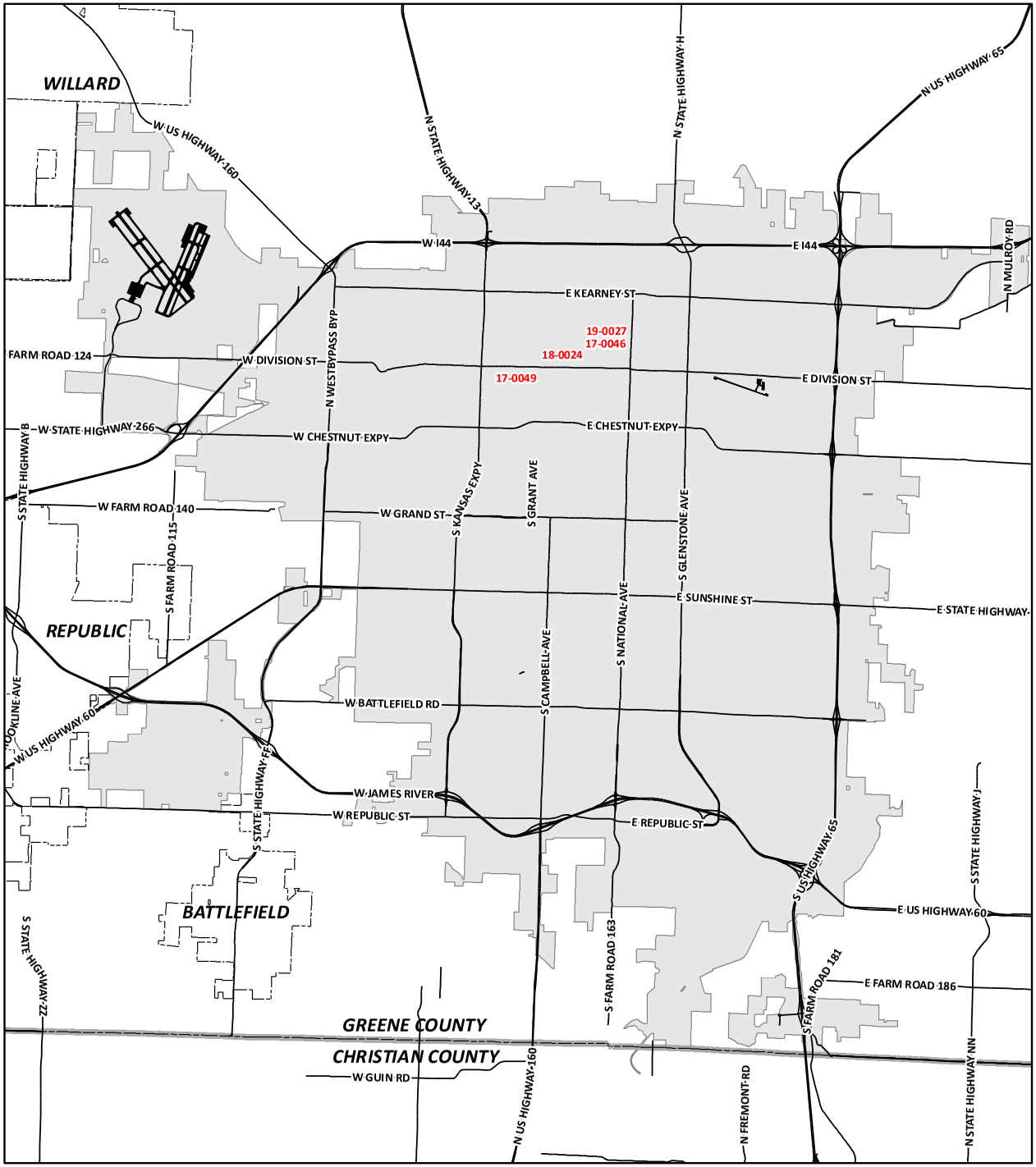
TRAFFIC MANAGEMENT SYSTEM

Improvements

2019 Capital Improvements Program

Projects and programs included in this category of the Capital Improvements Program align with recommendations from the Comprehensive Plan and a number of agency, regional, and community programs. Traffic management system improvements represent a collection of projects and programs that have been identified by City staff through a variety of assessment methods and studies that focus on improving and maintaining traffic safety, mobility, traveler information, traffic incident response, and traffic signal system operation and reliability. Some projects represent long-term projects and unfunded needs, while others represent targeted projects to be identified as programs are administered over the course of the program cycle. Traffic management systems improvements routinely include a variety of traffic signal, advanced transportation management and traveler information system hardware and software, network communications, and related infrastructure improvements that receive funding from targeted revenue streams and funding support from partnering agencies, including the county, state, and federal governments.

CITY OF Springfield PUBLIC WORKS



Capital Improvements Program

2019 - 2024 Traffic Management System Improvements

- * 17-0051 2016-2019 Metro/Safety Signs and Markings
- * 17-0044 2016-2019 Traffic Signal Program
- * 17-0045 2017-2021 Intelligent Transportation System (ITS) and Signal System Improvements
- * 19-0044 2019-2024 Metro/Safety Signs and Markings
- * 19-0018 2019-2024 Traffic Signal Program
- * 19-0012 Advanced Traffic Signal Vehicle Detection Phase I
- * 19-0026 Advanced Traffic Signal Vehicle Detection Phase I
- 18-0024 Grant Avenue and Commercial Street Roundabout
- 17-0049 Grant Avenue and Division Street Intersection Improvements
- 19-0027 National Avenue and Commercial Street Traffic Signal Improvements
- * 18-0019 Railroad Safety Improvements
- 17-0046 The LINK - Washington Avenue Underpass

* Denotes City-Wide Program - Not Labeled on Map

CITY OF Springfield

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Traffic Management System Improvements

2016-2019 Metro/Safety Signs and Markings

Project Number: **17-0051**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $375,000

2019	2020	2021	2022	2023	2024	Beyond
$ 375,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Install street name signs at new intersections, replace faded regulatory (stop, yield, and speed limit) signs at various locations, and implement critical signage for warning and safety. Project may also include installation of long-life reflective pavement markings on streets to identify bike routes. Funds could also be used to replace aging pavement marking equipment.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 375,000

Comments:

Project expenditures are estimated at $625,000 through 2018. This is a traditional 1/4-cent Capital Improvement project and continues the Metro Street Sign Program that has been included in the Capital Improvements Program since 1998. Funding beyond the 2016-2019 program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program.

2016-2019 Traffic Signal Program

Project Number: **17-0044**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $265,000

2019	2020	2021	2022	2023	2024	Beyond
$ 265,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

This program will provide the ability to install at least one new signal annually that has become a priority not previously anticipated. Each year's project is independent. These funds could also be used to replace controllers, cabinets, signal heads, span-wire supports, video monitoring equipment, and other improvements/maintenance to the computerized traffic signal system. Constructing roundabouts in lieu of signal installation or removing unwarranted signals may also be funded under this program.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 265,000

Comments:

Project expenditures are estimated at $585,000 through 2018. The intersection improvement project at Grant/ Division Street is funded from this program and shown separately. The National Avenue/Bennett Street project is funded from this program and shown as an accomplishment. Signal Improvements at Battlefield Road and Delaware Avenue are funded from this program. This is a traditional 1/4-cent Capital Improvement Program and continues the traffic signal programs that were part of the proposed 1987 1/2-cent Sales Tax Program and all the 1/4-cent Sales Tax Programs since 1992. An annual traffic signal program has been included in the Capital Improvements Program since 1994. Funding beyond the 2016-2019 program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program.

Traffic Management System Improvements

2017-2021 Intelligent Transportation Systems (ITS) and Signal System Improvements

Project Number: **17-0045**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $700,000

2019	2020	2021	2022	2023	2024	Beyond
$ 250,000	$ 250,000	$ 200,000	$ 0	$ 0	$ 0	$ 0

Project Description:

This program will provide the design and construction of additional Intelligent Transportation Systems improvements at the Transportation Management Center and various locations throughout the City. Improvements could include advanced traffic management system (ATMS) software, traveler information website improvements, additional traffic monitoring cameras, dynamic message signs for traffic incident information, Amber Alerts, travel times, construction and maintenance information, advisories and emergency response efforts. This program will also provide for upgraded traffic signal hardware.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax	$	350,000
Missouri Department of Transportation (MoDOT)	$	350,000

Comments:

Project expenditures are estimated at $300,000 through 2018. This is a traditional 1/8-cent Transportation Sales Tax program and continues the ITS program that has been included in the Capital Improvements Program since 2000. Funding beyond the 2017-2021 program will require voter and City Council approval of future 1/8-cent Transportation Sales Tax Program.

2019-2024 Metro/Safety Signs and Markings

Project Number: **19-0044**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,500,000

2019	2020	2021	2022	2023	2024	Beyond
$ 150,000	$ 270,000	$ 270,000	$ 270,000	$ 270,000	$ 270,000	$ 0

Project Description:

Install street name signs at new intersections, replace faded regulatory (stop, yield, and speed limit) signs at various locations, and implement critical signage for warning and safety. Project may also include installation of long-life reflective pavement markings on streets to identify bike routes. Funds could also be used to replace aging pavement marking equipment.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$	1,500,000

Comments:

There are no expenditures through 2018. This is a traditional 1/4-cent Capital Improvement project and continues the Metro Street Sign Program that has been included in the Capital Improvements Program since 1998. Funding for this program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

Traffic Management System Improvements

2019-2024 Traffic Signal Program

Project Number: **19-0018**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,640,000

2019	2020	2021	2022	2023	2024	Beyond
$ 140,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 0

Project Description:

This program will provide the design and construction of new or replacement traffic signal infrastructure and equipment including poles, mast arms, controllers, cabinets, signal heads, detectors, communications hardware, and other improvements/maintenance to the computerized traffic signal system. Constructing roundabouts in lieu of signal installation or removing unwarranted signals may also be funded under this program.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$ 1,640,000

Comments:

There are no project expenditures through 2018. The intersection improvement projects at National Avenue & Commercial Street and Battlefield Road & Luster Avenue are also funded from this program and shown separately. This is a traditional 1/4-cent Capital Improvement Program and continues the traffic signal programs that were a part of the proposed 1987 1/2-cent Sales Tax Program and all the 1/4-cent Sales Tax Programs since 1992. An Annual Traffic Signal Program has been included in the Capital Improvements Program since 1994. Funding for this program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

Advanced Traffic Signal Vehicle Detection Phase 1

Project Number: **19-0012**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,250,000

2019	2020	2021	2022	2023	2024	Beyond
$ 1,100,000	$ 150,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

This project includes the purchase, installation, and integration of vehicle detection systems providing enhanced data collection and analysis tools to optimize traffic signal operation and improve arterial traffic flow. Phase 1 includes intersections along Battlefield Road from Kansas Expressway to Glenstone Avenue, Campbell Avenue from Sunshine Street to Plainview Road, Glenstone Avenue from Sunshine Street to James River Freeway (U.S. 60), Grand Street from Kansas Expressway to National Avenue, Kansas Expressway from Sunshine Street to James River Freeway (U.S. 60), National Avenue from Grand Street to Republic Road, and Sunshine Street from Kansas Expressway to Blackman Road.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax	$ 150,000
Federal Grant Funding	$ 1,000,000
Missouri Department of Transportation (MoDOT)	$ 100,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program. Schedule for this project is dependent upon award of the federal grant and City Council approval.

Traffic Management System Improvements

Battlefield Road and Luster Avenue Traffic Signal Improvements

Project Number: **19-0026**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $180,000

2019	2020	2021	2022	2023	2024	Beyond
$ 30,000	$ 150,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Construction of new traffic signal (replacement) and Americans with Disabilities Act (ADA) sidewalk improvements at the intersection of Battlefield Road and Luster Avenue.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$	180,000

Comments:

There are no project expenditures through 2018. This project is funded through the traditional 1/4-cent Capital Improvement Program, Traffic Signal Program. Funding for this project will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

Grant Avenue and Commercial Street Roundabout

Project Number: **18-0024**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $300,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 300,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Conversion of traditional signalized intersection at Commercial Street and Grant Avenue to a roundabout with pedestrian features and safety enhancements for truck traffic for northbound Grant Avenue.

Proposed Funding Sources:

Funding Source to be Identified	$	300,000

Comments:

There are no project expenditures through 2018. This project has been included in the Capital Improvements Program since 2018. Funding for this project may require City Council approval of a future funding source such as ¼-cent Capital Improvement Sales Tax Program or 1/8-cent Transportation Sales Tax.

Grant Avenue and Division Street Intersection Improvements

Project Number: **17-0049**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $450,000

2019	2020	2021	2022	2023	2024	Beyond
$ 450,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and construction of new traffic signal, storm sewer, and Americans with Disablilities Act (ADA) sidewalk improvements at the intersection of Grant Avenue and Division Street.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	$	250,000
1/8-cent Transportation Sales Tax	$	200,000

Comments:

Project expenditures are estimated at $100,000 through 2018. This project had been included in the Capital Improvements Program since 2017. Partial funding for this project was originally part of the 2016-2019 Traffic Signal Program with additional funding though the 1/8-cent Transportation Sales Tax.

Traffic Management System Improvements

National Avenue and Commercial Street Traffic Signal Improvements

Project Number: **19-0027**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $180,000

2019	2020	2021	2022	2023	2024	Beyond
$ 180,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Construction of new traffic signal (replacement) and Americans with Disabilities Act (ADA) sidewalk improvements at the intersection of National Avenue and Commercial Street.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 180,000

Comments:

There are no project expenditures through 2018. This project is funded through the traditional 1/4-cent Capital Improvement Program, Traffic Signal Program. Funding for this project will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

Railroad Safety Improvements

Project Number: **18-0019**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $200,000

2019	2020	2021	2022	2023	2024	Beyond
$ 200,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Railroad Safety Improvements include the replacement of concrete railroad panels, paved approaches, sidewalk crossings, railroad signals, signage, and markings, etc. at various locations throughout the CIty.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax $ 200,000

Comments:

Project expenditures are estimated at $875,000 through 2018. Railroad Safety Improvement projects include new concrete crossings at Washington/Phelps, Bennett Street, National Avenue, Grand Street and Division Street. This project is funded through the traditional 1/8-cent Transportation Program, Alternative Transportation, which has been included in the Capital Improvments Program since 2005.

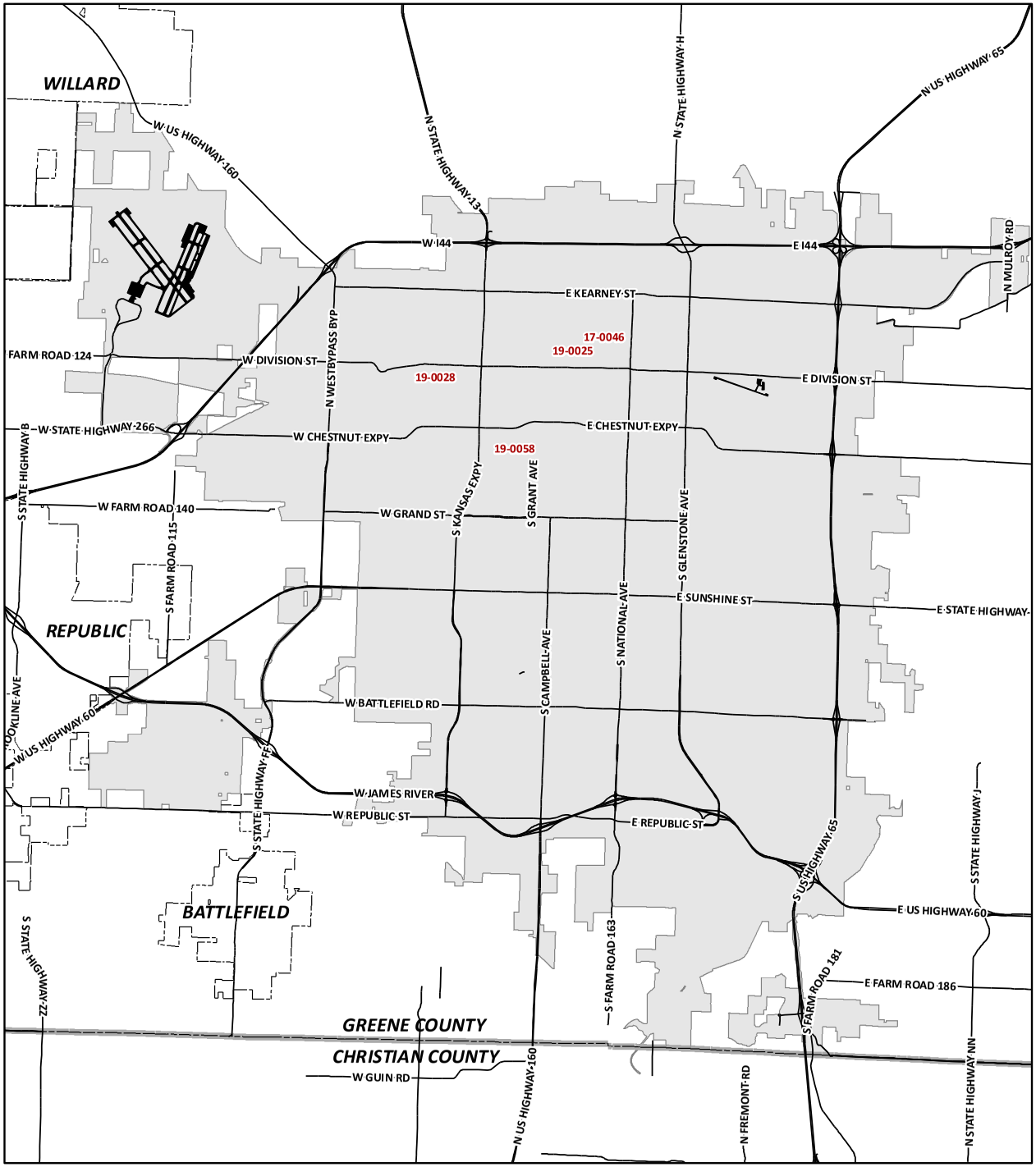
WALKABILITY, BICYCLE, and SAFETY

Improvements

2019 Capital Improvements Program

Projects and programs included in this category of the Capital Improvements Program align with recommendations from the Comprehensive Plan and a number of agency, regional, and community programs. The Walkability, Bicycle, and Safety Improvements category represents a collection of projects and programs that have been identified by City staff through a variety of assessment methods and studies that focus on improving and maintaining pedestrian & bicycle safety and mobility, in addition to addressing and maintaining Americans with Disabilities Act (ADA) compliance. Some projects represent long-term projects and unfunded needs, while others represent targeted projects to be identified as programs are administered over the course of the program cycle. This category routinely includes a variety of pedestrian, bicycle, and trail improvements including, but not limited to sidewalks, curb ramps, crosswalks, bicycle lanes, shared paths, trail connections, and pedestrian/bicycle overpass maintenance and improvements. Capital projects in this category receive funding from targeted revenue streams, special taxing districts and funding support from partnering agencies, including the county, the state, federal governments and developers.

CITY OF Springfield PUBLIC WORKS



Capital Improvements Program

2019 - 2024
Walkability, Bicycle, and Safety Improvements

- * 17-0053 2016-2019 School Sidewalk Program
- * 17-0067 2016-2019 Sidewalk/Curb/Gutter & Ramp Construction
- * 17-0048 2017-2021 Alternative Transportation Program
- * 19-0042 2019-2024 School Sidewalk Program
- * 19-0030 2019-2024 Sidewalk /Curb/Gutter and Ramp Construction
- * 17-0068 Alternative Transportation Improvements
- 19-0025 Commercial Street Pedestrian Ways and Public Parking Lot
- 19-0028 Division Street Sidewalks from West Avenue to Kansas Expressway
- 17-0046 The LINK - Washington Avenue Underpass
- * 19-0054 Transportation Alternatives Program Sidewalks and Trail Projects
- 19-0058 West Meadows Trail

*** Denotes City-Wide Program - Not Labeled on Map**

CITY OF Springfield

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Walkability, Bicycle, and Safety Improvements

2016-2019 School Sidewalk Program

Project Number: **17-0053**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $816,000

2019	2020	2021	2022	2023	2024	Beyond
$ 408,000	$ 408,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Construct new or rehabilitate existing sidewalks near City schools within neighborhoods. Sidewalks will be constructed in compliance with the Americans with Disabilities Act. Exact locations will be determined after consultation with school's Parents Teachers Associations.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 816,000

Comments:

Project expenditures are estimated at $184,000 through 2018. This is a traditional 1/4-cent Capital Improvement Program and continues the elementary school route sidewalk project that has been included in the 1/4-cent Capital Improvements Sales Tax program since 1995. The school sidewalk program received Community Grant funds in 1991-92. A school sidewalk project has been included in the Capital Improvements Program since 1994. Funding beyond the 2016-2019 program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program.

2016-2019 Sidewalk/Curb/Gutter & Ramp Construction

Project Number: **17-0067**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,700,000

2019	2020	2021	2022	2023	2024	Beyond
$ 850,000	$ 850,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Replace old sidewalks and curb ramps as needed and construct new sidewalks. Residential sidewalks generally in the area bounded by Interstate 44 on the north, Glenstone Avenue on the east, Battlefield Road on the south, and Kansas Expressway on the west will be targeted. Sidewalks and curb ramps will be constructed in compliance with the Americans with Disabilities Act.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 1,700,000

Comments:

Project expenditures are estimated at $550,000 through 2018. This is a traditional 1/4-cent Capital Improvement Sales Tax program and continues the sidewalk and curb ramp project included in the 1/4-cent Capital Improvement Sales Tax program since 1989 and the proposed 1987 1/2-cent Sales Tax proposal. A Sidewalk Reconstruction Annual Program has been included in the Capital Improvements Program since 1994. Funding beyond the 2016-2019 program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program.

Walkability, Bicycle, and Safety Improvements

2017-2021 Alternative Transportation Program

Project Number: **17-0048**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,475,000

2019	2020	2021	2022	2023	2024	Beyond
$ 425,000	$ 525,000	$ 525,000	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and construction infrastructure projects to improve the interconnectivity of bicycle routes, sidewalks, greenway trails, and transit routes, promoting complete streets and rail crossings.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax $ 1,475,000

Comments:

Project expenditures are estimated at $250,000 through 2018. This is a traditional 1/8 cent Transportaion Program that has been included in the Capital Improvements Program since 2005. The Grand Street Kansas to Park trail is being funded from this program and is reported separately. Funding beyond the 2017-2021 program will require voter and City Council approval of future 1/8-cent Transportation Sales Tax Program.

2019-2024 School Sidewalk Program

Project Number: **19-0042**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $1,700,000

2019	2020	2021	2022	2023	2024	Beyond
$ 100,000	$ 320,000	$ 320,000	$ 320,000	$ 320,000	$ 320,000	$ 0

Project Description:

Construct new or rehabilitate existing sidewalks near City schools within neighborhoods. Sidewalks will be constructed in compliance with the Americans with Disabilities Act. Exact locations will be determined after consultation with school's Parents Teachers Associations.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 1,700,000

Comments:

There are no expenditures through 2018. This is a traditional 1/4-cent Capital Improvement Project and continues the elementary school route sidewalk project that has been included in the 1/4-cent Capital Improvements Sales Tax program since 1995. The school sidewalk program received Community Grant funds in 1991-92. A school sidewalk project has been included in the Capital Improvements Program since 1994. Funding for this program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

Walkability, Bicycle, and Safety Improvements

2019-2024 Sidewalk/Curb/Gutter and Ramp Construction

Project Number: **19-0030**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $4,200,000

2019	2020	2021	2022	2023	2024	Beyond
$ 200,000	$ 800,000	$ 800,000	$ 800,000	$ 800,000	$ 800,000	$ 0

Project Description:

Replace old sidewalks and curb ramps as needed and construct new sidewalks. Sidewalks and curb ramps will be constructed in compliance with the Americans with Disabilities Act.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax $ 4,200,000

Comments:

There are no project expenditures through 2018. This is a traditional 1/4-cent Capital Improvement Sales Tax program and continues the sidewalk and curb ramp projecting included in the 1/4-cent Capital Improvement Sales Tax program since 1989 and the proposed 1987 1/2-cent Sales Tax proposal. A Sidewalk Reconstruction Annual Program has been included in the Capital Improvements Program since 1994. Funding for this program will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the 2016-2019 tax cycle.

Commercial Street Pedestrian Ways and Public Parking Lot

Project Number: **19-0025**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $540,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 540,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Reconstruct two pedestrian ways connecting Commercial Street to Blaine Street between Campbell Avenue and Boonville Avenue and Jefferson Avenue and Benton Avenue. In addition, the public parking lot located at the southwest corner of Jefferson and Blaine will be reconstructed to better meet safe parking needs. Construction of a pedestrian crossing from the south side of Commercial Street to the C-Street Market will be similar to the existing crossing locations that include stamped concrete and bulb-outs. This project will revitalize the existing alleyways as inviting passages between the parking areas south of Blaine and Commercial Street. The project will include American with Disabilities Act (ADA) sidewalk improvements, decorative pedestrian lighting, and public parking landscaping and signage consistent with that shown in the Drury Visioning project.

Proposed Funding Sources:

Tax Increment Financing $ 540,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program.

Walkability, Bicycle, and Safety Improvements

Division Street Sidewalks from West Avenue to Kansas Expressway

Project Number: **19-0028**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $675,000

2019	2020	2021	2022	2023	2024	Beyond
$ 675,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and construct a new sidewalk along Division Street between West Avenue and Kansas Expressway. The project will include a new sidewalk and stormwater improvements.

Proposed Funding Sources:

City Utilities	$	400,000
1/4-cent Capital Improvement Sales Tax	$	200,000
1/8-cent Transportation Sales Tax	$	75,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program. Full funding for this project will require voter and City Council approval of future ¼-cent Capital Improvement Sales Tax Program beyond the current 2016-2019 tax cycle.

THE LINK- Washington Avenue Underpass

Project Number: **17-0046**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $320,000

2019	2020	2021	2022	2023	2024	Beyond
$ 320,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

The LINK is an accessible route for walking and bicycling along low volume slow speed streets through Springfield's core linking existing and planned greenway trails and activity centers. This project will include the design and construction of The LINK through the Washington Avenue Underpass. Includes improvements to infrastructure along the designated LINK route.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax	$	320,000

Comments:

Project expenditures are estimated at $20,000 through 2018. This project is funded through the traditional 1/8-cent Transportation Program, Alternative Transportation, which has been included in the Capital Improvements Program since 2005.

Walkability, Bicycle, and Safety Improvements

Transportation Alternatives Program Sidewalk and Trail Projects

Project Number: **19-0054**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $750,000

2019	2020	2021	2022	2023	2024	Beyond
$ 750,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Construct sidewalk and trail connections at the below locations:

*Sidewalk/Sidepath Connection to Galloway Trail - Project includes construction of a sidepath from Greenwood Street across Lone Pine Avenue to the Galloway Trail System and the construction of a new traffic signal at the intersection of Lone Pine Avenue and Greenwood Street.

*Harvard Avenue Sidewalk - Project includes construction of new sidewalk along one side of Harvard Avenue from Swallow Street to Aladdin Street.

*Luster Avenue Sidewalk - Project includes construction of new sidewalk along one side of Luster Avenue from Seminole Street to Sunset Street.

*Galloway Trail Reconstruction & Crosswalk Improvements - Project includes reconstruction of a 10-foot-wide concrete trail on the west side of Lone Pine Avenue from Republic Road to the Sequiota Park property at Barton Street, including a reconstructed stamped crosswalk at the existing Lone Pine Avenue crossing.

*Fassnight Creek Greenway Trail - Project includes construction of a 10-foot- wide concrete trail on the south side of Bennett Street from Jefferson Avenue to Kimbrough Avenue and from Holland Avenue to Phelps Grove Park.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax	$	150,000
Federal Grant Funding	$	600,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program. This project is funded through the traditional 1/8-cent Transportation, Alternative Transportation Program, which has been included in the Capital Improvements Program since 2005.

West Meadows Trail

Project Number: **19-0058**

Department: Public Works

Estimated Remaining Cost and Yearly Spending Plan: $475,000

2019	2020	2021	2022	2023	2024	Beyond
$ 25,000	$ 450,000	$ 0	$ 0	$ 0	$ 0	$ 0

Project Description:

Design and construct a trail located along Jordan Creek at West Meadows from Fort Avenue to west of the Burlington Northern Santa Fe railroad tracks.

Proposed Funding Sources:

1/8-cent Transportation Sales Tax	$	225,000
MO Dept of Natural Resources Recreational Trail Grant	$	250,000

Comments:

There are no project expenditures through 2018. This project is a new addition to the Capital Improvements Program. This project is funded through the traditional 1/8-cent Transportation, Alternative Transportation Program, which has been included in the Capital Improvements Program since 2005.

DICKERSON PARK ZOO

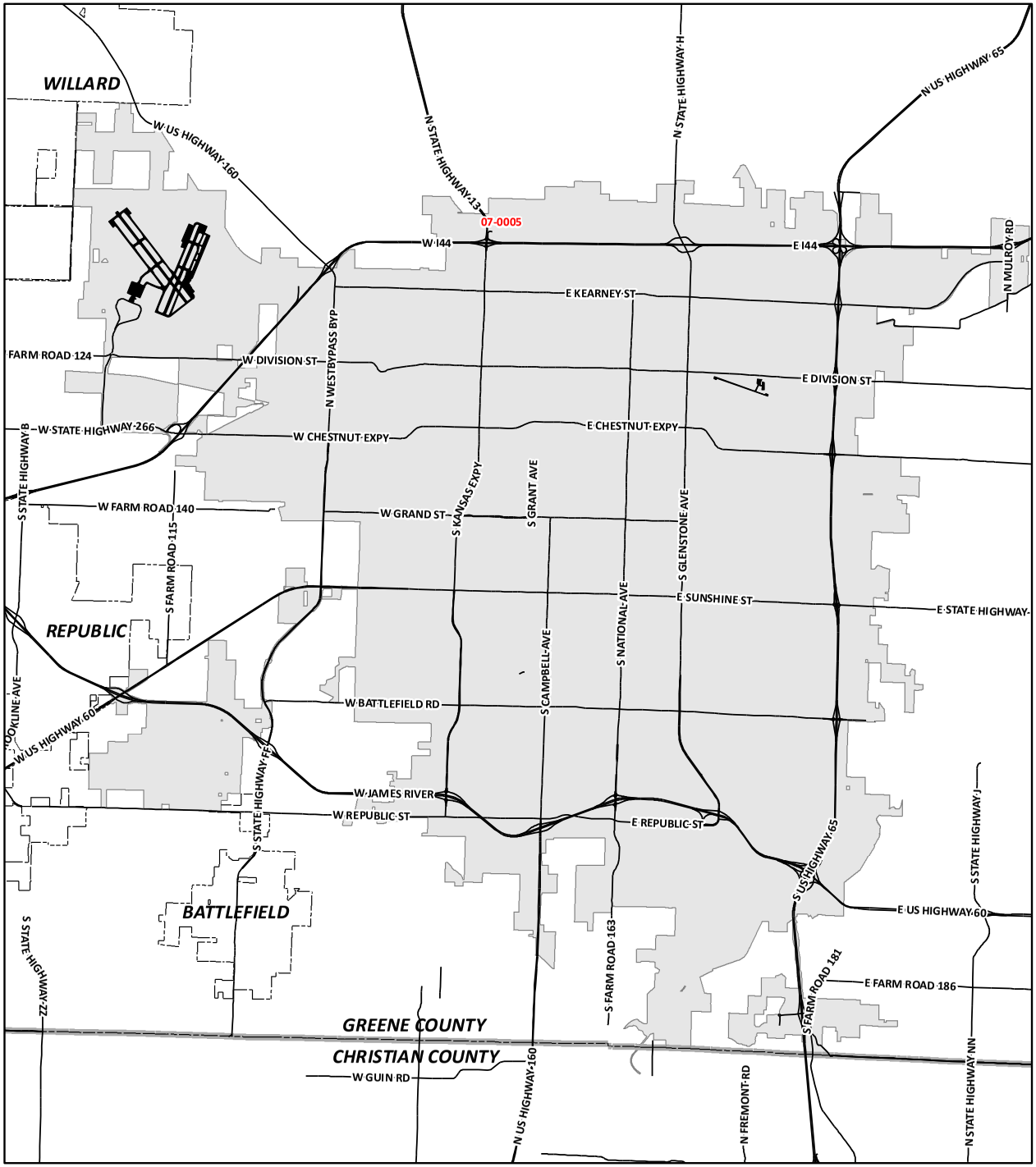
Improvements

2019 Capital Improvements Program

Projects and programs included in the following section of the Capital Improvements Program align with those included in the Dickerson Park Zoo Master Plan and annual Parks, Open Space and Greenways Master Plan. Many of these projects surface as a result of priorities identified by, while others represent facility needs identified by administration to keep the park facilities in peak operational capacity and provide a healthy and safe animal habitat. Capital projects targeted for the Dickerson Park Zoo can include new animal exhibits, habitat improvements, infrastructure improvements as well improvements to the support facilities, staff offices and grounds. Zoo improvements have been predominantly funded through the 2001 and 2006 County-wide Parks ¼-cent sales tax referendums and Friends of the Zoo with potential additional funding provided through future Parks sales tax initiatives.

Dickerson Park ZOO SEE. CONNECT. PROTECT.

The PARK SPRINGFIELD-GREENE COUNTY PARK BOARD



Capital Improvements Program

2019 - 2024
Dickerson Park Zoo Improvements

07-0005 Dickerson Park Zoo - African Primate Exhibit

*** Denotes City-Wide Program - Not Labeled on Map**

CITY OF Springfield

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Zoo Improvements

Dickerson Park Zoo - African Primate Exhibit

Project Number: **07-0005**

Department: Parks

Estimated Remaining Cost and Yearly Spending Plan: $600,000

2019	2020	2021	2022	2023	2024	Beyond
$ 0	$ 0	$ 530,000	$ 0	$ 0	$ 0	$ 70,000

Project Description:

Indoor/outdoor exhibit for one species of African primates to be located in the African themed area of the zoo.

Proposed Funding Sources:

County Wide 1/4 Cent Parks Sales Tax $ 600,000

Comments:

This project is included in the Zoo Master Plan.

Alphabetical Index of Capital Improvement Projects and Programs Completed in 2018.

These 28 projects cost a total of $43,245,361.02 to complete. Some of these projects and programs occurred over a number of years but concluded in 2018.

Table CIP-G

Municipal Building and Ground Improvement Projects / Programs	**Cost**
Busch Building Carpet Replacement	$436,676.22
Creamery Driveway and Drainage Improvements	$406,906.85
Fire Station #3 Roof Replacement	$239,041.40
Police Headquarter Fence	$230.096.97
Park Improvement Projects / Programs	
Cooper Tennis Complex playground equipment improvements	$105,802.50
Cruse Dog Park picnic table improvements	$25,000.00
Jenny Lincoln Park and Ewing Sports Complex walking trail improvements	$13,276.80
Meador Park Improvements	$282,455.64
New Boardwalk and Pedestrian Bridge	$578,686.40
Nichols Park Improvements	$398,200.40
Tom Watkins Park Improvements	$631,778.94
Sanitary Sewer Improvement Projects / Programs	
Galloway Trunk Sewer Relocation	$150,894.95
Joint District 77A of Section 15 Sewer Relocation	$297,649.04
Sanitary Sewer Overflow Control Program Sewer Rehab – Group 3	$11,627,280.19
Stormwater Improvement Projects / Programs	
2010-2013 Floodplain Acquisitions	$97,976.53
2013-2016 Floodplain Acquisitions and Stormwater Improvements	$443,064.92
Golden and Pacific PH 1 Stormwater Imp Zone 1	$584,970.12
Street Improvement Projects / Programs	
2013-2017 Turn Lane Improvements	$35,091.43
Battlefield/Campbell & Battlefield/National Right Turn Lane Signal/Pedestrian Imp	$299,056.06
Chestnut Expressway Railroad Grade Separation (From MoDot)	$18,100,000.00
College St Route 66 PH II Streetscape Broadway	$1,056,592.63
Commercial Street Streetscape Phase 5	$1,135,186.00
Greene County Road and Bridge Improvements	$1,275,372.74
Market-Bryant to 525 Ft South-Construction	$280,973.93
Packer Avenue Extension	$877,345.74
Republic Rd Widening Phase 3 – Parkcrest to Fairview	$2,691,081.59
Route EE and Airport Boulevard (From MoDot)	$275,000.00
Traffic Management and Signal Improvement Projects / Programs	
2013-2016 Metro Safety Signs/Markings	$900,000.00
Total	**$43,245,361.02**

Exhibit B

CAPITAL IMPROVEMENT PROJECTS – DEFINED

- Only include projects or programs that are estimated to cost $100,000 or more.
- Are significant, permanent or have a useful life of six years or more.
- Independent projects which include the construction of new streets, parks, storm water and sanitary sewer facilities, improvements to the landfill, airport, zoo and public facilities, buildings and grounds.
- Comprehensive programs which consolidate many smaller individual improvements that do not individually meet the $100K threshold. Examples: sidewalks, storm water and sewer repair, signal enhancement and neighborhood improvement programs.

The Capital Improvements Program is a schedule and strategy for funding and planning the construction, maintenance and replacing the infrastructure and public facilities for a six-year planning window.

PRIORITIZING CAPITAL IMPROVEMENTS

Capital improvement projects and programs are prioritized based on their relationship to the following City Council adopted priorities:

- Public Safety
- Legislative Engagement
- Fiscal Sustainability
- Economic Vitality

KEY POINTS

- The development of the 2019 Capital Improvements Program (CIP) represents a collaboration between multiple City departments, resulting in a comprehensive database of all public improvement needs planned everywhere in the City, from the airport to the zoo.
- The Capital Improvements Program fulfills the City's Charter requirement that the City Manager shall "…. secure an estimate of all capital projects pending and of those which it is recommended should be undertaken (a) within the budget year and (b) within the next five succeeding years."
- The Program identifies capital projects and programs that will be funded in 2019 and those projects and programs potentially funded between 2020 – 2024.
- Many of the projects planned for construction in 2019 are dependent on funding from the renewal of the 1/4-Cent Capital Improvements sales tax in April, 2019.
- The CIP is updated on an annual basis, creating an opportunity for new projects or programs to be added and existing projects to be amended, as construction schedules and funding demands. This annual review allows projects and programs to receive consideration for funding and inclusion in the annual budget.
- The CIP also strives to align anticipated capital improvements with adopted plans, studies and related programs the City and its various departments are charged with following.
- The complete 2019 Capital Improvements Program report can be accessed at www.springfieldmo.gov/2019CIPdraft

PLANNED CAPITAL IMPROVEMENTS (2019)

126 Projects / Programs - Estimated Cost: $95,771,600

PLANNED CAPITAL IMPROVEMENTS (2020 – 2024)

160 Projects / Programs - Estimated Cost: $425,594,549

COMPLETED CAPITAL IMPROVEMENTS (2018)

28 Projects / Programs - Total Cost: $43,245,361

For more information, contact:
Planning and Development Department
City of Springfield
840 Boonville Avenue Springfield, Missouri 65802
417-864-1031 • Email: city@springfieldmo.gov

CITY OF Springfield | CAPITAL IMPROVEMENTS PROGRAM 2019

2/4/19

CITY WIDE PROGRAMS

- Reforestation and Landscaping Program
- School Sidewalk Program
- Sidewalk/Curb/Gutter & Ramp Construction Program
- Floodplain Acquisition and Stormwater Improvement Program
- Bicycle Routes Signs and Markings
- Minor Neighborhood Improvements
- Neighborhood Initiatives Program
- Neighborhood Works Program

ZONE 1 PROJECTS

- Renew Jordan Creek Box Culvert Segment, from Phelps Street to Boonville Avenue
- Jefferson Avenue Footbridge - Design and Construction
- New fire station #13, Westside / West Central Neighborhood - Land acquisition
- Municipal Court Building, Brower Street, Between Boonville and Campbell - Planning and Design
- Chestnut South trunk sewer
- Partnership Industrial Center West – infrastructure development
- Central Street improvements phase 2, Grant Avenue to Clay Avenue - Design
- Division Street and Commercial Street - turn lane and safety improvements
- Division Street sidewalks and stormwater improvements, Kansas Exp. To West Ave.
- Mount Vernon Street bridge improvements over Jordan Creek
- West Meadows Trail Improvements
- The Link – Washington Avenue Underpass

ZONE 2 PROJECTS

- Beechwood Heights Phase I - stormwater improvements
- Fire Station No. 4 Demolition and Replacement
- Gelven Withers Subdivision - stormwater improvements
- Cherry Street improvements, Barnes Avenue to Oak Grove Avenue
- Division Street improvements, National Avenue to Glenstone Avenue
- Jordan Creek Regional Detention Basin B6
- Springfield Industrial Park Stormwater Improvements

ZONE 3 PROJECTS

- Kansas Expressway extension, Republic Road to Farm Road 190
- Yard Waste Recycling Center, bagging plant
- Campbell & Walnut Lawn - intersection improvements
- Republic Road Improvement - Fairview Avenue to Chase Card Services
- Scenic Avenue Bridge Improvements over Wilson's Creek
- Main Avenue bridge improvements over Jordan Creek
- Walnut Street Bridge Improvements over Jordan Creek

ZONE 4 PROJECTS

- Lone Pine Recycling Center - site upgrades
- Linden Avenue and Latoka Street - stormwater improvements
- Ravenwood South Subdivision Phase II - stormwater improvements
- Battlefield Street & Fremont Avenue - intersection improvements
- Battlefield and Luster – Traffic Signal Improvements
- Fire Station No. 7 - Demolition and Replacement
- Campbell Avenue & Walnut Lawn - Intersection improvements
- Fremont Avenue, Battlefield Street to Sunset Street – street improvements
- Galloway Street improvements - Luster Avenue to Lone Pine Avenue
- Primrose Street improvements - South Avenue to Kimbrough Avenue
- 1366 E Woodgate Stormwater Improvements

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed 02-19-19

Sponsored by Hosmer

First Reading _____ Second Reading _____

COUNCIL BILL 2019- 044 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' relating to various job titles in the City of Springfield for the Springfield-Greene County 911 Emergency Communications Department, as contained in the Professional, Administrative and Technical (PAT) salary schedule, by approving six additional full-time equivalent Telecommunicator positions; and amending the Springfield-Greene County 911 Emergency Communications Department budget for Fiscal Year 2018-2019 in order to adjust the number of authorized employee Telecommunicator positions and to accept and appropriate $88,534 in 911 County Sales Tax Revenue to fund the additional positions.

_____

WHEREAS, the current number of calls for 911 services is approximately 500,000 phone interactions and over 261,000 911 calls per year; and

WHEREAS, the need for an increased number of full-time Springfield-Greene County 911 Emergency Communications Department ("911") Telecommunicator employees was identified in a 2016 staffing study and analysis by an outside consultant; and

WHEREAS, an amendment to the budget for Fiscal Year 2018-2019 has been approved by the 911 Advisory Board and Greene County Commission to adjust the number of authorized full-time Telecommunicator employee positions in 911.

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

Section 1 – City Council hereby amends the 911 budget for Fiscal Year 2018-2019 by changing the number of authorized job positions for 911 by adding six (6) full-time equivalent ("FTE") Telecommunicator (PAT 6) positions to the number of authorized job positions for said department.

Section 2 – The budget of 911 for Fiscal Year 2018-2019 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0025, a copy of which is attached hereto and incorporated herein by reference as “Exhibit A.”

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewoade, City Attorney

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

EXPLANATION TO COUNCIL BILL 2019- 044

FILED: 02-19-19

ORIGINATING DEPARTMENT: Springfield-Greene County 911 Emergency Communications and Human Resources Departments.

PURPOSE: Amending Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' relating to various job titles in the City of Springfield for the Springfield-Greene County 911 Emergency Communications Department, as contained in the Professional, Administrative and Technical (PAT) salary schedule, by approving six additional full-time equivalent Telecommunicator positions; and amending the Springfield-Greene County 911 Emergency Communications Department budget for Fiscal Year 2018-2019 in order to adjust the number of authorized employee Telecommunicator positions and to accept and appropriate $88,534 in 911 County Sales Tax revenue to fund the additional positions.

BACKGROUND INFORMATION: The City and County have jointly operated the countywide 911 telephone service since 1997 and have operated one active dispatch center since 2002. The 911 Advisory Board approved the six (6) additional fulltime employees on July 11, 2018. The Board recommended the additional regular full time ("FTE")'s to the Greene County Commission who approved the budget in January 2019 for the calendar year 2019.

The 911 Emergency Communication Department is funded and operates entirely under the countywide 911 sales tax and is governed by a calendar year budget cycle. The budget adjustment will appropriate the sales tax and operational costs for the additional employees.

REMARKS: The 911 Emergency Communications Department, Human Resources and City Manager recommend approval of the proposed budget adjustment as well as the addition of six (6) new regular FTE positions.

SUBMITTED BY:

Zim Schwartze

Zim Schwartze
Director of Springfield-Greene County 911
Emergency Communications Department

APPROVED BY:

Jason A. Gage

Jason Gage,
City Manager

Darla Morrison

Darla Morrison,
Director of Human Resources

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
0025

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25020	07	23010	401510	000000	000000	88,534	9-1-1 County Sales Tax revenue
Net Revenue Adjustment						88,534	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25020	07	23010	500110	000000	000000	62,156	Base Salaries
25020	07	23010	500210	000000	000000	9,758	LAGERS
25020	07	23010	500250	000000	000000	3,854	FICA
25020	07	23010	500250	000000	000000	902	Medicare
25020	07	23010	500260	000000	000000	11,640	Health Insurance
25020	07	23010	500280	000000	000000	224	Workers Compensation
Net Expenditure Adjustment						88,534	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: Amend the FY19 budget to add six (6) full-time employees in FY19 from 9-1-1 County sales tax revenues.

Requested By:

Jim Schwartze 2/20/19
Department Head Date

Approved By:

2/20/19
Director of Finance or Acting Dir Date

City Manager Date

Authorization:

Council Bill No. 2019-044
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 16
Filed: 02-19-19

Sponsored by: Prater

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019 - 045 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, to make certain deletions, amendments and additions to Sections 108, 901, 320, 1008, 1010, 1013, 1031, and Appendix T of the International Fire Code; including a savings clause and a severability clause; and establishing an effective date.

WHEREAS, the current City Fire Prevention and Protection Code is based upon the 2018 edition of the *International Fire Code* ("IFC"), published by the International Code Congress ("ICC"), with certain local amendments as adopted in Section 54-32 of the City Code; and

WHEREAS, the Fire Department regularly identifies opportunities for improved safety and has identified seven areas to be addressed in the adopted IFC.

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

(NOTE: Revisions to Section 54-32 of the City Code, containing local amendments to the International Fire Code, 2018 Edition, are set forth in "Exhibit A." Underlined language is to be added. Language to be removed is ~~stricken~~.)

Section 1 – City Council hereby amends the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, concerning amendments to the IFC, by amending Section 903, 'Certifications;' and Appendix T, 'Tents and other membrane structures;' which Sections, Subsections and Appendices shall read as set forth in "Exhibit A," which is attached hereto and incorporated herein as if copied verbatim.

Section 2 – City Council hereby amends the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, concerning additions to the IFC, by adding Section 108, 'Maintenance;' Section 320, 'Landscaping Materials;' Section 901, 'Certifications;' Section 1008, 'Means of Egress Illumination;' Section 1010, 'Doors, Gates and Turnstiles;' 1013, 'Exit Signs;' and Section 1031, 'Maintenance of the means of egress;' which Sections and Subsections

shall read as set forth in “Exhibit A,” which is attached hereto and incorporated herein as if copied verbatim.

Section 3 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired, or liability incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 4 – Severability Clause. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-045

FILED 02-19-19

ORIGINATING DEPARTMENT: Fire

PURPOSE: Amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, to make certain deletions, amendments and additions to Sections 108, 901, 320, 1008, 1010, 1013, 1031, and Appendix T of the International Fire Code; including a savings clause and a severability clause; and establishing an effective date.

BACKGROUND INFORMATION: The Fire Department regularly identifies opportunities for improved safety in the community and has identified seven areas to be addressed in the adopted International Fire Code ("IFC"), which include: the efficient notification and recording of fire protection system testing and maintenance; prevention of structure fires resulting from ignition of landscaping materials; providing clarifying and improved code language specific to the maintenance of occupancy safety systems; exiting, and storage of items under exit pathways; and clarifying language relating to the installation of commercial tents.

The Fire Department seeks to amend the following sections of the IFC, a detailed copy of which are attached as "Exhibit A:"

- Section 108, allowing for the specification that all records associated with the inspection, testing and maintenance of existing fire protection systems shall be provided to the Fire Department through a third-party inspection reporting system that is selected and approved by the Fire Code Official;

- Section 901, allowing for the expansion of the existing fire sprinkler tag system, to include fire alarms, fire suppression pumps, standpipes, and private hydrants, and establishing an efficient and standardized process for identification of system status during routine inspections, and inclusion of associated maintenance and testing records within the third-party inspection reporting system;

- Chapter 3, and the addition of Section 320, specific to the placement of combustible landscaping materials in close proximity to a building or structure, as a result of multiple fires originating in landscaping materials which spread to a nearby building, resulting in property loss exceeding $695,000 in the last 10 years;

- Sections 1008, 1010, 1013 and 1031, providing clarifying language for the regulation for maintenance and testing of exit lights and exit signs, use of exit security bars, and storage of outdoor cooking devices beneath combustible stairwells in multifamily occupancies; and

- Appendix T, correcting numbering and clarifying language for the installation of commercial tents in the City.

REMARKS: The Fire Department has presented and received feedback for the proposed changes through DIIG, and in coordination with Building Development Services. Fire protection system inspection, testing and maintenance companies have been notified of the proposed changes to the IFC, and afforded opportunity to provide feedback. Training on the use of the third-party records system shall be provided. The Fire Department is unaware of any outstanding concerns associated with the proposed amendments to the IFC.

Submitted by:	Approved by:
David Pennington, Fire Chief	Jason Gage, City Manager

Exhibit A

Section 108 Maintenance

108.3.1 Inspection, testing and maintenance recordkeeping. When required inspection, testing or maintenance occurs on any existing fire protection systems, applicable documentation shall be submitted to the fire code official through an approved third-party inspection reporting system. Reporting parties shall pay any fees associated with that service to the City's third-party provider.

Section 901 General

901.6.1.1 Certifications. Persons performing required fire protection system(s) testing and maintenance on the following fire protection system(s) shall possess a valid certification from The National Institute for Certification in Engineering Technologies. Level II (NICET II) certification will be considered the typical industry standard.

- Sprinkler systems;
- Standpipe systems;
- Fire pump(s);
- Fire alarm systems; and
- Private fire hydrant(s)

901.6.3.2 Inspection, testing and maintenance records. Records of all system inspections, testing and maintenance required by the referenced standards shall be maintained on the premises for a minimum of 3 years and shall be copied to the Springfield Fire Department via the designated third-party records management company as stipulated by the Springfield Fire Department, see section 108.3.1. Records shall include the name of the certified maintenance/testing individual, type of testing or maintenance completed and results of the maintenance or testing. A GREEN, YELLOW, RED tag system will be utilized for all fire protection system(s). All tags utilized in the City of Springfield will be provided by the Springfield Fire Department.

901.6.3.2.1 Green and yellow tag required. Upon completion of the inspection, if the system is found to be fully functional and meets the requirements of the standard(s) in effect at the time of installation, the inspector shall affix a GREEN tag to the system which includes the inspector and inspection company's name and the date of the inspection. If the system is found to be deficient by the standard(s) in effect at the time of installation, or the system needs repair, but the system is still functional then the inspector shall affix a YELLOW tag to the system which includes the inspector and the inspection company's name and a list of the needed repairs. Tags shall be placed in a conspicuous location on the system.

901.6.3.2.2 Notifications. If upon completion of the inspection, a fire protection system is found to be deficient and in need of repairs by the standard(s) in effect at the time of installation but is still functional, the inspector shall indicate all needed repairs or deficiencies to the system on the report sent to the Springfield Fire Department via the designated third-party records management company as stipulated by the Springfield

Fire Department, see section 108.3.1. The report shall be submitted within 7 days of completion of the inspection.

901.6.3.2.3 Red tag required. A RED tag shall be used to indicate a system, or portion thereof, has been removed from service, and/or is not functionable and/or does not meet the necessary requirements to validate a functionable system. The RED tag shall be placed on a conspicuous place on the system and the Springfield Fire Department shall be notified IMMEDIATELY by phone at 874-2300 during business hours and 911 after business hours. The RED tag notification will also be reported via the designated third-party records management company during the standard report submission.

~~**903.5.1 Certifications.** Persons performing required fire sprinkler testing and maintenance shall have a certification from an approved agency, one that it recognized by national industry standards. The National Institute for Certification in Engineering Technologies (NICET) certification will be considered the industry standard; however, other certifying organizations may be considered on a case by case basis by the Fire Chief or his/her designee~~

~~**903.5.2 Records.** Records of all system inspections, testing and maintenance required by the referenced standards shall be maintained on the premises for a minimum of 3 years and shall be copied to the Springfield Fire Department.~~

~~**903.5.2.1 Records information**. Records shall include the name of the installation contractor, type of testing or maintenance completed and results of the testing or maintenance.~~

~~**903.5.3 Tag required.** Upon completion of the inspection if the system is found to be fully functional and meets the requirements of the standard(s) in effect at the time of installation, the inspector shall affix a GREEN tag to the system at the main valve location which includes the inspector and inspection company's name and the date of the inspection. If the system is found to be deficient by the standard(s) in effect at the time of installation, or the system is in need of repair but the system is still functional then the inspector shall affix a YELLOW tag to the system at the main valve location which includes the inspector and the inspection company's name and a list of the needed repairs.~~

~~**903.5.3.1 Notifications.** If upon completion of the inspection a fire protection system is found to be deficient and in need of repairs by the standard(s) in effect at the time of installation but is still functional, the inspector shall prepare a separate report identifying the needed repairs or deficiencies and send it to the Springfield Fire Department in writing within 7 days of completion of the inspection.~~

~~**903.5.4 Red Tag Required.** A RED tag shall be used to indicate that a system, or portion thereof, has been removed from service. The red tag shall be placed on the main valve and a red tag describing the portion of the system which is out of service shall be placed on the fire department connection.~~

Section 320 Landscaping Materials

320.1 General. Structures utilizing combustible landscaping materials/mulch applied to the exterior of the building shall comply with the requirements in this section. These requirements apply to all building permits approved after July 1, 2019.

Exceptions:

1. One-and two-family dwellings,

2. Residential occupancies with 6 or less dwelling units

320.2 Definitions.

Combustible landscaping material/mulch: describes any of the following materials, regardless of individual chip size. Materials include, but are not limited to, the following organic materials: mulch and wood chips, pine needles, leaves, and grass. Shredded rubber, although in-organic, is included as combustible landscaping material for the purposes of this section.
Noncombustible landscaping material: will include rock or pea stone, and brick chips. Other potential noncombustible landscaping materials shall be approved by the *fire code official* before use.

320.3 Clearances. Where landscaping material is used around a building, the following clearances shall be maintained.

1. Combustible landscaping material/mulch shall be maintained so that there is not less than 18 inches (457 mm) of clearance between landscape mulch plots and combustible building materials. Non-combustible landscaping material is allowed at any proximity.

2. Combustible landscaping materials/mulch shall be maintained to form a perimeter of not less than 18-inch (457 mm) radius around gas meters. Non-combustible landscaping material is allowed at any proximity.

3. Combustible landscaping material/mulch shall be maintained so that the mulch material does not exceed 4” (105 mm) in depth.

320.4 Receptacles for Discarded Smoking Materials. Where combustible landscaping material/mulch is utilized, any receptacles for discarded smoking materials shall be meet the following:

1. Receptacles shall be placed not closer than 18” (457 mm) from combustible landscape material/mulch plots.

2. Receptacles for the disposal of smoking materials shall be regularly emptied.

Section 1008 Means of Egress Illumination

1008.3.6 Testing and maintenance. Where the means of egress is required to be illuminated as stated in section 1008.2, periodic testing and maintenance of the egress lights shall be performed. Testing shall be conducted on monthly and annual intervals. Monthly testing shall include visual verification that the egress light operates upon actuation of the test button, if provided, to momentarily disconnect the egress light from the primary power source. Annual testing shall include disconnecting the egress lights from the primary power source to ensure egress illumination for a duration of not less than 90 minutes. All deficiencies shall be repaired. Records shall be kept of the testing and maintenance performed including dates and names of personnel performing the tests. Records shall be made available for review upon request of the fire code official.

Exception: If the egress light illumination emergency power source is supplied by a generator or other such means, monthly and annual testing may be completed by visual verification of illumination under normal conditions.

Section 1010 Doors, Gates and Turnstiles

1010.1.4.6 Security Bars. Security bars, commonly referred to as burglar bars, are locking devices designed to prevent the operation of a door typically by means of a bar installed across the doorframe and held by cradles attached to the door(s). Security bar locking devices may be allowed on certain exit doors upon approval by the fire code official. Approval may be granted where all the following conditions are met:

1. The exit is not the primary means of egress for the general public.

2. The exit is limited to an area typically occupied only by staff/employees familiar with the building and locking arrangement (store room, stock room, office, etc.)

3. There may be no locking device on the security bar.

4. The security bar shall be removeable without the use of a key or special knowledge or effort.

5. The security bar must be removed during any period of occupancy by the general public (if the exit serves the public area).

6. A readily visible durable sign is posted on the egress side on, or adjacent to, the door stating: “Security bar must be removed when the building is occupied” (if the exit serves the public area).

7. Not more than one-half of the required exits shall be equipped with a security bar.

8. The use of a security bar shall not be allowed if, in the opinion of the fire code official, it compromises the safety of the public.

9. The use of a security bar is revocable by the fire code official for due cause.

Section 1013 Exit Signs

1013.6.4 Testing and maintenance. Where exit signs are required to be illuminated as stated in section 1013.3, periodic testing and maintenance shall be performed. Testing shall be conducted on monthly and annual intervals. Monthly testing shall include visual verification that the exit sign is illuminated under normal operation and with actuation of the test button, if provided, to momentarily disconnect the exit sign from the primary power source. Annual testing shall include disconnecting the exit signs from the primary power source to ensure exit sign illumination for a duration of not less than 90 minutes. All deficiencies shall be repaired. Records shall be kept of the testing and maintenance performed including dates and names of personnel performing the tests. Records shall be made available for review upon request of the fire code official.

Exception: If the exit sign illumination emergency power source is supplied by a generator or other such means, monthly and annual testing may be completed by visual verification of illumination under normal conditions.

Section 1031 Maintenance of the means of egress.

1031.2.3 Grill or other cooking device storage. For other than one-and two-family dwellings, no grill, hibachi or other similar devices used for cooking shall be stored under a combustible stairway that is part of a means of egress.

APPENDIX T

TENTS AND OTHER MEMBRANE STRUCTURES

User Note:

About this appendix*: Appendix T provides details for the proper and approved method of installing commercially rented tents. The requirement in Chapter 31 requiring tents to be "adequately roped, braced and anchored to withstand the elements of weather" proved too vague for objective review of submitted plans and site inspection approval. This appendix clarifies the specific requirements for the installer and the installation. It includes amendments/addendums adopted in 2015 Council Bill 2015-294 on November, 23 2015.*

SECTION T101
GENERAL

T101.1 Scope. This appendix sets forth the requirements for the installation of commercial tents within the City of Springfield, Missouri.

SECTION T102
PERMITS

T102~~4~~.1 Permits. Permits shall be required as set forth in Sections 105.6 and 105.7 and will be obtained from the Fire Department by the owner of the tent or his designee, except where two or more tents will be used as part of an event with a valid City of Springfield Special Event Permit, then the event organizer may apply for the permit.

T102~~4~~.2 Permit application must have a site plan noting the location of the tent and an approved staking/ballasting plan.

> T102~~4~~.2.1 The tent user will be required to submit a layout plan for the setup within the tent. This must be provided to the *Fire Code Official* no later than at the time of the inspection. The permit holder is required to notify the tent user of this requirement.

SECTION T103
VENDOR REQUIREMENTS

T103~~2~~.1 Tent Vendor License.

T103~~2~~.1.1 All vendors renting commercial tents for use in the City of Springfield must obtain a one-time no-cost tent vendor license through the Fire Department.

T103~~2~~.1.2 To obtain the license, the owner or his designated employee must:

1. Successfully pass a no-cost training course provided by the Fire Department, which will cover the relevant sections of the City's Fire Codes well as the permitting and installation requirements; and

2. Hold a valid business license for the City of Springfield.

SECTION T104
MASTER TENT INSTALLER

T104~~3~~.1 Every individual who installs commercial tents greater than 200 square foot must be approved as a Master Tent Installer.

T104~~3~~.2 To become approved, the individual must:

1. Successfully complete a tent installation course approved by *the Fire Code Official*;

2. Successfully pass a no-cost written examination provided by the Fire Department, which will cover The Industrial Fabrics Association International (IFAI) Procedural Handbook for the Safe Installation &Maintenance of Tentage, the guidelines for the ballasting of tents commonly referenced as The Clemson Study within the industry, RSMoChapter 310, the current Fire Code as adopted by the City of Springfield, and any other materials deemed appropriate by the *Fire Code Official*. Only those chapters that relate to tent safety will be covered, including but not limited to Chapter 31, exit lighting, fire extinguishers, etc.;

3. Hold a valid business license for the City of Springfield, or operate under the employ of a City of Springfield licensed Tent Vendor; and

~~T~~4. Carry the minimum General Liability insurance required by the City for Master licenses, or operate under the employ of a City of Springfield licensed Tent Vendor providing the minimum General Liability insurance required.

T104~~3~~.3 The approval is valid for three years from the date of issuance, but may be revoked for cause.

T104~~3~~.4 An approved master tent installer must be on-site and directly oversee the installation of every commercial tent greater than 200 square foot in size.

T104~~3~~.5 Once the tent is installed, the master tent installer must sign the assurance statement on the permit, including emergency contact information, and securely fasten it in a conspicuous place ~~on~~ within the tent.

SECTION T105
TENT INSTALLATION

T105.1 All commercial grade tents must be installed in accordance with one of the following:

1. Wind-rated tents: manufacturer's recommendations – documentation must be provided to the Fire Department

2. Non-rated tents: manufacturer's recommendations that comply with the IFAI Procedural Handbook for the Safe Installation & Maintenance of Tentage – Manufacturer's recommendations must be provided to the Fire Department

3. Non-rated tents: The IFAI Procedural Handbook for the Safe Installation& Maintenance of Tentage and the provisions contained within this code.

4. Non-rated tents: an engineered study by a professional engineer –engineered study must be provided to the Fire Department. (This is used when the manufacturer does not provide instructions and/or when the instructions for a non-wind rated tent conflict with the IFAI Procedural Handbook for the Safe Installation & Maintenance of Tentage.)

SECTION T106
INSPECTIONS

T106.1 All tents, ballasting, and tie-downs will be inspected for defects, wear and tear, and damage prior to the installation of each tent. Those with visible damage will not be erected.

SECTION T107
STAKING

T107.1 All stakes will be installed in accordance with The IFAI Procedural Handbook for the Safe Installation & Maintenance of Tentage.

T107.2 Color Coding. All stakes will have the heads painted the following color to indicate the length of the stake in the following manner:

i. Red: 32" – 39"
ii. Yellow: >40" but not more than 47"
iii. Green: 48" or more

T107.3 Embedment. Regardless of actual length, stake embedment will be considered the following based upon color:

iv. Red: 28 inches
v. Yellow: 34 inches
vi. Green: 36 inches

T107.4 Maximum stake exposure. The maximum amount of stake exposed above the ground is:

vii. Red: 4 inches
viii. Yellow: 6 inches
ix. Green: 12 inches

T107.5 Tie downs. Tie downs/guys should be attached within 2 inches of the ground, and in no case, can be more than 4 inches from the ground, regardless of the amount of stake above ground.

T107.6 Diameter. All stakes must be at least 1 inches in diameter.

T107.7 Stakes are to be driven vertically between 0 and 15 degrees.

T107.8 In no case will a stake be less than one-half the height of the upright and no more than the height of the upright from the leg, except as otherwise provided in this code.

T107.9 If heads of stakes are unpainted, stakes will be presumed to be 32 inches (thirty-two inches) in length.

SECTION T108
KNOTS

T108.1 Only knots approved in the IFAI Procedural Handbook for the Safe Installation & Maintenance of Tentage will be used, unless the tent is wind-rated or is approved by an engineered study by a professional engineer.

SECTION T109
BALLASTING

T109.1 All tents will be ballasted either according to The Clemson Study provided by the IFAI or by an engineered study by a professional engineer.

T109.2 Unless a tent is certified by its manufacturer as a wind-rated tent and documentation is provided, installations must meet the non-wind rated ballasting.

T109.3 Concrete ballasts must be permanently marked with the weight of the block and must weigh at least 125 pounds.

T109.4 No more than two ballasting blocks may be used to provide the required weight per leg/pole. When two ballasting blocks are used, they must use a load equalizing device. Effective January 1, 2016 x.

T109.4.1 Exception: More than two ballasting blocks may be used when a connecting system approved by *the Fire Code Official* is used where they are positively locked so as to act as a single anchor.

T109.5 Ballasting may not be accomplished by the use of containers using water to create the weight.

SECTION T110
TIE-DOWNS, RATCHET STRAPS AND GUY ROPES

T110.1 Requirements for tie downs, ratchet straps and ropes.

T110.1.1 The working load of tie-downs will be rated as provided in The IFAI Procedural Handbook for the Safe Installation & Maintenance of Tentage.

T110.1.2 The rated strength of tie-downs must meet or exceed twice the ballasting/staking required.

~~**T110.1.3** Tie downs must be rated for at least 3000# working load limit.~~

T110.1.4 Ropes must be at least ½ inches in diameter.

T110.1.5 Ratchet type straps must be clearly marked by the original manufacturer for the approved working load limit rating.

T110.1.6 Ratchet straps must have a positive locking hook system to prevent it from accidentally becoming unsecured from the stake, grommet, or other securing device.

SECTION T111
LEGS/ANCHOR POINTS

T111.1 Every leg/anchor point must have the appropriate staking/ballasting.

T111.2 All jump ropes must be properly secured.

SECTION T112
TENSIONING

T112.1 All non-wind rated tents must be anchored and tensioned to a minimum of 7.5 pounds per square foot of uplift loads and 5 pounds per square foot of lateral loads unless otherwise provided in this code.

SECTION T113
ADDITIONAL REQUIREMENTS

T113.1 The owner of the tent will provide all required safety items, including fire extinguishers, exit lighting, and other items required by this code or the Fire Code Official.

T113.2 The owner of the tent will provide any heaters that are used within a tent and their use must be approved by the *Fire Code Official*.

T113.3 Every tent must have the owner's name and contact information securely fastened in a conspicuous location on the tent.

T113.4 Wind. Tents must be immediately evacuated when wind speeds or gusts are above 45 mph unless, except:

T113.4.1.1 Tents that are erected for a period of 7 days or less and when wind speeds are predicted by the National Weather Service to be less than 45 mph from the time the tent is erected until it is set to be removed, and anchored and tensioned to the following as a minimum rather than Section 3103.9.5(1) and 3103.9.8, shall be evacuated when wind speeds or gusts are above 30 mph.

Ballasting	Without Sidewalls	With Sidewalls
100 sq. ft. or less	4.5 lbs. / sq. ft.	14 lbs. / sq. ft.
>100 sq. ft. – 900 sq. ft.	10.0 lbs. / sq. ft.	18 lbs. / sq. ft.

T113.4.1.2 Tents that are erected for a period of 7 days or less and when wind speeds are predicted by the National Weather Service to be less than 45 mph from the time the tent is erected until it is set to be removed and **staked** to the following as a minimum rather than Section V, paragraph 3h above.

Staking	**Without Sidewalls**	*****	**With Sidewalls**	*****
100 sq ft or less	Red or unpainted	1′	Yellow	3′
101 sq ft to 400 sq ft	Yellow	1′	Yellow	3′

*** = Distance from tent**

SECTION T114
CONSUMER SAFETY AWARENESS CONSULTATION

T114.1 The owner, agent or installer shall review safety requirements, as per event specifics necessitate, with the event manager or end user of the tent or membrane structure. The consultation shall comply with sections T114.2 and T114.3.

T114.2 A safety consultation shall be provided to the event manager or end user of the tent or membrane structure. The consultation shall be documented in written format and shall be signed by both the owner, agent or installer and the event manager or end user and must be provided to the *fire code officia*l upon request. Safety topics covered in the consultation shall include, but are not limited to, items 1 through 5 below:

1. Maximum occupancy load for each tent or membrane structure.

2. Interior layout. Placement of tables, chairs, stages, decorations or other physical elements with consideration for required aisle and exit widths which must remain unobstructed.

3. Heat sources. Safety requirements regarding cooking, heating, smoking and other open flames items.

4. Potential hazards associated with high winds and other severe weather conditions.

5. Emergency action plan as described in section T114.3

T114.3 An emergency action plan shall be developed specific to each event. The emergency action plan shall be documented in written format and shall be signed by both the owner, agent or installer and the event manager or end user and must be provided to *the fire code official* upon request. Items covered in the emergency action plan shall include, but are not limited to, items 1 through 4 below:

1. Identification of a crowd manager or person responsible for monitoring weather and other hazardous conditions and making notification for an evacuation of the tent(s) or membrane structure(s).

2. Effective and expedient means of crowd notification.

3. Identification of safe location and evacuation procedure.

4. Evacuation parameters including, but not limited to:

   i. wind speeds in excess of tent or membrane structure design and installation limits.
   ii. severe weather conditions such as tornado, earth quake, hail, lightning, flash flooding, etc.
   iii. fire or other hazardous condition posing a threat to occupants of the tent or membrane structure.
   iv. unstable or unsafe tent or membrane structure condition or partial collapse.

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 02-19-19

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019 - 046 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with Brycer, LLC, for the tracking and notification of fire protection system records and required testing in structures within the City.

WHEREAS, the City of Springfield ("City") has adopted the 2018 International Fire Code ("IFC"), which determines the various fire protection systems required in structures within the City; and

WHEREAS, once installed, fire protection systems require periodic maintenance and testing to ensure they operate properly and to maintain compliance with the IFC; and

WHEREAS, proper maintenance of fire protection systems is a key component of fire safety, both to protect lives in the event of a fire, and assist the Fire Department in responding to fires appropriately; and

WHEREAS, Brycer, LLC, offers a program, "the Compliance Engine" which assists fire departments in tracking required maintenance of fire protection systems, notifying property owners of inspection deadlines, and increasing overall compliance with the IFC; and

WHEREAS, the Compliance Engine is available at no cost to the City, allowing the Fire Department to increase IFC compliance with existing staffing and resources.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an Agreement with Brycer, LLC, for the purpose of implementing the Compliance Engine as the approved method for tracking compliance with fire protection system maintenance requirements under the IFC, said Agreement to be substantially in the same form and content as that document attached hereto and incorporated by

reference as “Exhibit 1.” The City Manager, or his designee, is further authorized, upon the execution and approval of the agreement by all parties thereto, to perform, or direct to be performed, all of the duties and obligations under the Agreement.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019- 046

FILED: 02-19-19

ORIGINATING DEPARTMENT: Fire

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with Brycer, LLC, for the tracking and notification of fire protection system records and required testing in structures within the City.

BACKGROUND INFORMATION: The City of Springfield adopted the 2018 International Fire Code ("IFC") which determines the various fire protection systems required in structures in the City. Once installed, those same systems require periodic maintenance and testing to ensure compliance with the IFC and that they operate properly. "The Compliance Engine" by Brycer, LLC, provides an internet-based system for third party fire protection inspection, testing and maintenance companies to submit those test results to the Fire Department at no cost to the City. Brycer, LLC, notifies property management of upcoming required system tests on behalf of the Fire Department. Use of this system will result in an improvement in fire protection system compliance and reliability.

The agreement, "Exhibit 1," is for an initial three-year term with automatic renewal at successive three-year intervals unless terminated in writing 90 days prior to expiration date by either party.

REMARKS: There is no cost to the City, and all data collected is the property of the City of Springfield.

Submitted by:

David Pennington, Fire Chief

Approved by:

Jason Gage, City Manager

Exhibit 1

BRYCER, LLC
4355 Weaver Parkway
Suite 330
Warrenville, IL 60555

January 25th, 2019

City of Springfield
830 N Boonville Ave
Springfield, MO 65802

Re: "The Compliance Engine"

Dear City of Springfield:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, City of Springfield ("Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing April 1st, 2019 (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement at any time upon giving 90 days written notice to Brycer.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- ***Availability***. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- ***Service Level***. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- ***Backup***. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and

integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information***. Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- ***Notices***. Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements***. In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities**: During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System***. Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 11.0, Edge, Firefox version 37, Chrome 40 or Safari 7.1 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training***. Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information***. Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within **Springfield, Missouri** for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement.*** Client and not Brycer shall maintain ultimate responsibility for enforcement of local fire code.
- ***Reports***. Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data**. Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: _____
Its: _____

Acknowledged and Agreed to this
___ day of _____, 20____:

[CLIENT]

By: _____
Its: _____

Approved as to form:

_____
City Attorney or Designee

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement).

1. Restrictions on Use. Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.

2. Proprietary Rights. All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.

3. Independent Contractor. Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.

4. Reservation of Rights. Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.

5. Use of Logos. During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.

6. Confidential Information. Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots, unless specifically required by law or court order. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.

7. Brycer Warranty. Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.

8. Disclaimer. All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**

9. **LIMITATION ON DAMAGES. BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER 'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**

10. Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. Indemnity. Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses (including reasonable attorneys' fees) arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information.

12. Breach. Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.

13. Illegal Payments. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.

14. Beneficiaries. There are no third party beneficiaries to the Agreement.

15. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.

16. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.

17. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE AND COUNTY IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

18. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.

19. Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.

20. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

21. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance**.

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time**.

Developer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 02-19-19

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019 - 047 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a revised Intergovernmental Agreement with Community College District of Central Southwest Missouri, AKA Ozarks Technical Community College, for the purpose of providing cooperative training between the Fire Department and Ozarks Technical Community College.

_____

WHEREAS, the Springfield Fire Department ("SFD") and Community College District of Central Southwest Missouri, AKA Ozarks Technical Community College ("OTC"), have a long tradition of providing firefighter training in the Springfield area; and

WHEREAS, in 2012 the City of Springfield entered into an Intergovernmental Agreement with OTC for the purpose of providing shared facilities and cooperative training between SFD and OTC; and

WHEREAS, under the 2012 Intergovernmental Agreement the OTC Fire Science Technology program has occupied classroom space at Fire Station Number 6; and

WHEREAS, SFD and OTC desire to relocate the practical training component of the OTC Fire Science Technology program to the SFD Training Center; and

WHEREAS, SFD and OTC further desire to update the 2012 Intergovernmental Agreement to ensure continued cooperation into the future.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an Intergovernmental Agreement with Community College District of Central Southwest Missouri, AKA Ozarks Technical Community College ("OTC"), for the purpose of providing shared facilities and cooperative training between SFD and OTC, said Agreement to be substantially in the same form and content as that document attached hereto and incorporated by reference as "Exhibit 1." The City Manager, or his designee,

is further authorized, upon the execution and approval of the agreement by all parties thereto, to perform, or direct to be performed, all of the duties and obligations under the Agreement. By its terms, the Agreement supersedes and replaces the 2012 Agreement authorized by Special Ordinance 26115.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-_047__

FILED: 02-19-19

ORIGINATING DEPARTMENT: Fire

PURPOSE: Authorizing the City Manager, or his designee, to enter into a revised Intergovernmental Agreement with Community College District of Central Southwest Missouri, AKA Ozarks Technical Community College, for the purpose of providing cooperative training between the Fire Department and Ozarks Technical Community College.

BACKGROUND INFORMATION:

In August of 2012, Springfield Fire Department ("SFD") and Community College District of Central Southwest Missouri, AKA Ozarks Technical Community College ("OTC"), entered into an Intergovernmental Agreement ("IGA") for the purposes of providing shared training facilities and cooperative training between the two entities. Since that time, the OTC Fire Science Technology ("FST") program has occupied classroom space at Fire Station 6. The intent of the original agreement planned for the movement of the practical training component of the program to the SFD Training Center.

In 2018 SFD and OTC leadership worked cooperatively to review and modify the IGA to allow for the movement of the FST program to the SFD Training Center, and to agree upon mutually beneficial terms for the future.

Submitted by:

David Pennington, Fire Chief

Jason Gage, City Manager

Exhibit 1

INTERGOVERNMENTAL AGREEMENT OF TRAINING PARTNERSHIP

Between

City of Springfield/Springfield Fire Department

And

Community College District of Central Southwest Missouri aka Ozarks Technical Community College

PURPOSE

This document is used to outline the partnership responsibilities of each entity involved and facilitate ease of operation in relation to the Community College District of Central Southwest Missouri aka Ozarks Technical Community College (OTC) Fire Science Technology Program (FST), or the City of Springfield Fire Department (SFD).

BACKGROUND

On August 27, 2012, the SFD and OTC entered into an intergovernmental agreement for the purpose of providing shared training facilities and cooperative training between the two entities. Since that time, OTC has held the classroom portion of their fire science technology program at SFD's Fire Station 6. The intent of the original agreement planned for the practical training component of the program to also move to the SFD training center.

New employees of the SFD attend a twenty-four-week Fire Academy consisting of numerous job-related courses, certifications and licensure. The core of the academy is the State of Missouri IFSAC Firefighter I and II certification. As part of the FST degree program at OTC, one of the core components of degree completion are the Firefighter I and II courses. Both entities currently fully and independently instruct, fund, and oversee their own Firefighter I and II programs. Other like training takes place daily in which numerous similar pieces of equipment bought and maintained by each entity are utilized.

In order to more efficiently work within our budgets, remove duplication of many purchasing efforts, and make effective use of limited space, OTC has previously moved the classroom portion of the FST program to Fire Station 6, located at 2620 West Battlefield, and has moved components of the practical training programs from the Battlefield Fire Protection District to the Springfield Regional Police and Fire Training Center (SRPFTC), allowing for the use of the situational training room, training grounds, the training annex building, warehouse storage, and most recently, the newly completed drill tower.

AGREEMENT

The City of Springfield, Missouri (City)/SFD and OTC hereby covenant and agree as follows:

1. This agreement replaces and supersedes the Intergovernmental Agreement of Training Partnership dated August 27, 2012. Upon ratification of this agreement, that agreement is terminated.

2. This agreement grants OTC the permission to conduct seated classroom courses and practical training associated with the FST program courses at the SRPFTC complex.

3. Each party waives all claims against each other for damages and compensation for any loss, damage, personal injury, death, or any other matter occurring because of performance of this agreement.

4. No agency shall have liability for the failure of equipment supplied by the other.

5. Neither entity is responsible for providing insurance coverage for the other, regardless of location of activity.

6. Damage to Property, Risk of Loss and Liability.

(a) Each Party agrees to pay for any damage to the premises caused by its employees, students, invitees, and guests; ordinary wear and tear excepted.

(b) Except as provided in 6(a), if the premises are damages or destroyed by fire or other casualty so as to render the premises unavailable for use by the parties, the City shall not be obligated to repair or restore the premises in the event of such damage.

(c) Except as provided in 6(d), OTC retains the risk of loss of any equipment, props, training materials, or other property owned by OTC and use or stored at the SRPFTC and or Fire Station 6, except due to the negligence or willful misconduct of City/SFD.

(d) Each party agrees to pay for damage caused by its employees, students, invitees and guests to any equipment, props, or other training materials provided by the other party for joint training use under this Agreement

(e) <u>Liability</u>: The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. OTC hereby agrees to assume responsibility for the liabilities imposed by law on this employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official, or governmental immunity applicable to either party, its board or council members, officers, or employees.

7. Consumable costs associated with education or training activities are the responsibility of the entity hosting training.

8. The primary point of contact between the FST and the SFD is designated as the FST Program Director and the SFD Assistant Fire Chief of Support Services.

9. The FST Program Director and SFD Assistant Fire Chief of Support Services will meet at least quarterly, or more frequently as needed, for the purposes of inter-agency coordination.

10. The SFD agrees to close the community room at Fire Station 6 to public use, designating this space for classroom use by OTC for the FST program. Office space for instructor use will be provided adjacent to the classroom(s) in room A122. This space remains a part of the City of Springfield Continuity of Operations Plan (COOP), and may be used by the City without advanced notification upon activation of the COOP.

11. OTC agrees to clean and maintain the classrooms designated for the FST program consistent with the expectations of the SFD. OTC has permission to utilize the waste containers and dumpster for disposal of allowable trash items.

12. Upon ratification of this agreement, OTC agrees to provide compensation to the SFD in the amount of five-thousand ($5,000) dollars on an annual basis, payable within thirty-days (30) of the beginning of each fiscal year. Compensation for 2018 shall be paid within 30 days of ratification of this agreement. In the event this agreement is terminated for any reason prior to the end of a fiscal year, OTC shall be refunded a prorated amount of the five-thousand ($5,000) within thirty-days (30) of the termination become effective.

13. OTC agrees to waive all facility fees for sworn SFD members attending FST courses (only).

14. SFD agrees to provide OTC with access to: designated classrooms, the situational training room, training annex building, drill tower, and training grounds in support of the FST program. Use of the situational training room, training annex, drill tower and training ground shall be coordinated with the SFD Safety and Training Division. If OTC requires additional classroom space, OTC will schedule room use with the Assistant Fire Chief of Support Services.

15. Classroom upgrades completed at SFD Fire Station 6 / Springfield Police Department-South District Station provided by OTC will remain in place should termination of this agreement take place.

16. OTC agrees to provide a heavy-duty extractor for washing of firefighting personal protective equipment to be installed at the SFD training annex for use by the SFD and OTC. The extractor shall be delivered and installed prior to the end of calendar year 2019. The specifications and performance requirements of the machine shall be agreed upon by both parties. The City shall designate the location within the building for installation and will provide necessary facility modifications.

17. The SFD agrees to provide a means for the refilling of breathing air cylinders utilized by OTC. Cylinders must be in good repair and within hydrostatic date to be refilled by SFD

personnel and equipment. Space within the training annex will be provided for the addition of a certified breathing air cascade system provided by OTC, and for use by trained SFD and OTC personnel. The City shall designate the location within the building for installation and will provide necessary facility modifications.

18. SFD agrees to provide a mutually agreed upon parking space for the fire engine owned by OTC.

19. OTC agrees to provide no-cost course equivalency credit for applicable IFSAC certifications for sworn SFD personnel.

20. OTC agrees to coordinate with SFD on annual enhancement or sustainment using the state enhancement grant, 50/50 funding match, or other sources for capital equipment needs for the SRPFTC consistent with the needs identified in the SFD Training Center Master Plan, as well as the OTC/FST Strategic Plan.

21. Equipment may be shared between agencies if available through normal scheduling procedures. This may include training props and miscellaneous equipment.

22. Any resource available to either entity may be available for use by the other through proper scheduling.

23. SFD agrees to provide OTC with a storage building at the training annex for storage of equipment. Provision for use and storage of training props and/or equipment within the training annex warehouse may occur through coordination with the SFD. OTC agrees to provide necessary storage racks for equipment storage and agrees to maintain all props and equipment.

24. The City is responsible for the maintenance, cleanliness, and readiness of any SFD equipment or facility being used.

24. OTC is responsible for the maintenance, sustainment, and operational readiness of information technology, to include cabling, computers, and projectors, utilized in the classrooms.

25. While on the SRPFTC grounds, the rules and regulations of the City and the SFD are to be followed by all OTC instructors, staff and students. Copies of applicable documents will be available upon requested.

26. SFD personnel interacting with OTC students will abide by OTC policies governing proper conduct when working with or around the OTC students, in particular, those students considered minors under the law. Copies of applicable documents are available upon request.

27. Both parties agree to follow the current National Fire Protection Association (NFPA) requirement and other nationally recognized standards when using props, equipment, and facilities provided under this Agreement.

28. This agreement in no way binds each party from entering into other contracts for service or partnership.

29. All invoicing, billing, and payments required for outside evaluators for certification testing is the responsibility of the agency hosting training.

30. This agreement shall be valid for a term of five-years (5) years from the date of ratification (Initial Term). Upon the end of the term, any needed revisions may be considered prior to renewal of the agreement. Either party wishing to terminate the agreement may do so with 30-days' notice at the end of the Initial Term.

31. This agreement may be terminated by either party for any or no cause at any time during the Initial Term or any renewal term upon ninety (90) days written notice from the party terminating to the other party. If notice to terminate is given by SFD, OTC shall be entitled to continue to occupy the premises and continue operations thereon until the conclusion of the academic year ending June 30th.

Agreed upon by:

Community College District of Central Southwest Missouri aka Ozarks Technical Community College	City of Springfield:
_____	_____
Vice Chancellor for Administrative Services	
Date:_____	Date:_____

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 02-19-19

Sponsored by: Fisk

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 048 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the budget of the Airport for Fiscal Year 2018-2019, in the amount of $800,000.00, to appropriate fund balance reserves of the Customer Facility Charge Reserve Fund.

_____

WHEREAS, upgrades to the car rental facilities at the Airport are necessary due to the increase in demand of car rental services; and

WHEREAS, construction of the improvements at the car rental facilities is estimated at $1,850,000.00; and

WHEREAS, this Ordinance will amend the Fiscal Year 2018-2019 budget of the Airport to appropriate fund balance reserves of the Customer Facility Charge ("CFC") reserve fund, in the amount of $800,000.00, to facilitate the improvements to the car rental facilities.

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

Section 1 – The budget of the Airport for Fiscal Year 2018-2019, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0024, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit A."

Section 2 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 3 – The City Manager, or his designee, is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019- 048

FILED: 02-19-19

ORIGINATING DEPARTMENT: Airport

PURPOSE: Amending the budget of the Airport for Fiscal Year 2018-2019, in the amount of $800,000.00, to appropriate fund balance reserves of the Customer Facility Charge Reserve Fund.

BACKGROUND: Currently the Airport collects a Customer Facility Charge ("CFC") of $4.50/contract day from all car rental companies operating at the Airport. Proceeds from this fee are used to pay for expenses associated with the Quick Turnaround ("QTA") Facility, including the debt service expenses associated with the facility. Any amount remaining after QTA operating and debt services expenses are paid is put in a separate reserve fund to be used for car rental needs or other needs as determined by the board and approved in the Airport's budget by City Council.

The car rental companies operating at the Airport have requested that CFC reserve funds be used to pay for upgrades to the car rental facilities due to the increase in demand for car rental services. The Airport's 2018-2019 Budget includes $1,050,000.00 for these facility upgrades, however, after the design process and additional input of the car rental operators, the Airport is requesting a budget adjustment of an additional $800,000.00 to add funding for improvements to the ready return lot that was not initially included in the budget. Fund balance reserves of the CFC Reserve fund will be appropriated by this council bill to provide additional funding for the construction of additional parking, security and lighting upgrades, and upgrades to the car wash.

REMARKS: Airport Board and Staff recommends approval of this Ordinance and budget adjustment.

Submitted by:

Kristy Bork, Assistant Director of Aviation

Recommended by:

Brian Weiler, Director of Aviation

Approved by:

Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
0024

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Net Revenue Adjustment						-	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51110	01	46010	509110			800,000.00	QTA Expansion project and Car Rental Ready Return Lot construction.
Net Expenditure Adjustment							

Fund Balance Appropriation:

Fund		Title	Amount
51110		QTA Reserve Fund	800,000.00

Explanation:
The Airport is updating parking, lighting, security cameras, and the wash bays at the QTA facility. Additional funding from the QTA reserve fund needs to be appropriated to fund this constuction project.

Requested By:

Brian C Wilson 2/20/19
Department Head Date

Approved By:

2/20/19
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2019-048
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 02-19-19

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 049 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the plans and specifications for the Division Street and Grant Avenue Intersection Project, generally referred to as Plan No. 2017PW0087; accepting the bid of Ewing Signal Construction, LLC, in the amount of $224,814.25, for the Project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

_____

WHEREAS, the Project, generally referred to as Plan No. 2017PW0087, includes the replacement of signal equipment and conduit, ADA compliant sidewalk improvements, and stormwater improvements to be generally located at Division Street and Grant Avenue; and

WHEREAS, Ewing Signal Construction, LLC, is the lowest responsive and responsible bidder for the project; and

WHEREAS, bids for this Contract were solicited by advertisement in *The Daily Events* from January 14, 2019, through January 20, 2019, and all bids were opened on February 5, 2019.

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

Section 1 – City Council hereby approves the plans and specifications for the Project generally referred to as Plan No. 2017PW0087, and accepts the bid of Ewing Signal Construction, LLC, for said project, at the price and sum of $224,814.25, except as said sum may be lawfully increased or decreased by the actual quantities of work units involved.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a contract with said bidder, said contract to be in substantially similar form to the document attached hereto, and incorporated herein by this reference, as “Exhibit B,” and in accordance with the terms of the bid, the plans, and the specifications.

Section 3 – All workers performing work under the contract attached hereto as "Exhibit B," shall be paid a wage of no less than the prevailing hourly rate of wages for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable. Contractor shall fully comply with the provisions and requirements of the Missouri State Prevailing Wage Law. Contractors and any subcontractor performing work under this contract must provide a 10-hour OSHA construction safety training program, or similar program approved by the Department of Labor, for on-site employees, unless employees demonstrate they previously completed the program.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-049

FILED: 02-19-19

ORIGINATING DEPARTMENT: Department of Public Works

PURPOSE: Approving the plans and specifications for the Division Street and Grant Avenue Intersection Project, generally referred to as Plan No. 2017PW0087; accepting the bid of Ewing Signal Construction, LLC, in the amount of $224,814.25, for the Project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: This project will include signal equipment and conduit for interconnect replacement at Division Street and Grant Avenue. It will also consist of ADA sidewalk and stormwater improvements.

Bids were solicited for this project by advertising in *The Daily Events* from January 14, 2019, through January 20, 2019. Bids were opened for the Division Street and Grant Avenue Intersection project at 10:30 am on February 5, 2019, with the following bids received:

Contractor	Bid Amount
Ewing Signal Construction, LLC	$224,814.25
Engineer's Estimate	$216,241.25

The bid is about 3.8% above the Engineer's Estimate. The low bid, if accepted, will be funded from the 1/4-Cent Capital Improvement Sales Tax, which is already budgeted.

Supports the following City Council Priorities:

- Public Safety
- Economic vitality
- Fiscal sustainability

REMARKS: Public Works recommends acceptance of the bid of Ewing Signal Construction, LLC as the lowest responsible bid and passage of this ordinance.

Submitted by:

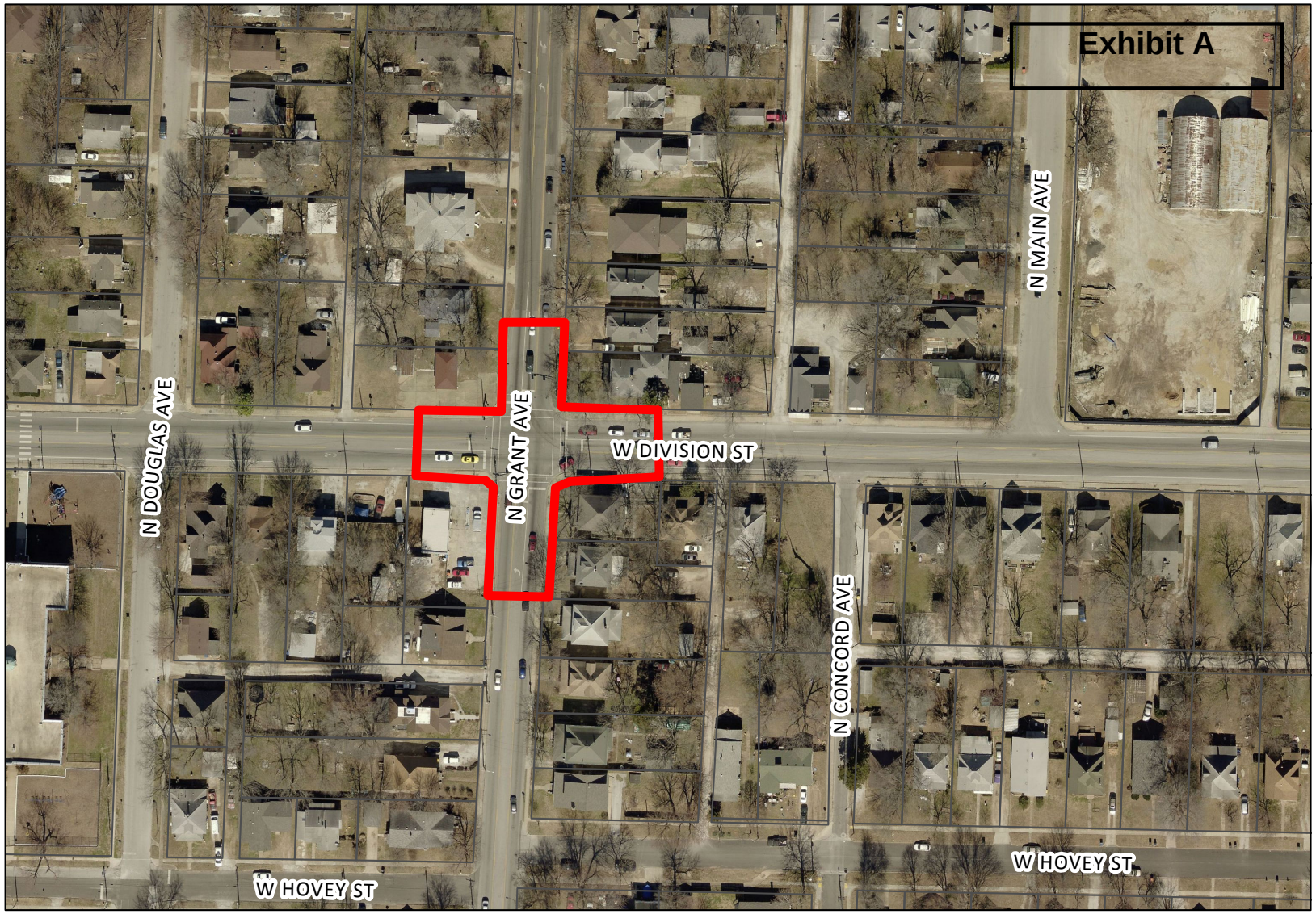
Martin Gugel, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager



CITY OF Springfield

0 30 60 120 180 240 Feet

SCALE: 1:1,367

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	**TERMINATION DATE**	**CONTRACT NUMBER:**	

CITY	**CONTRACTOR**
CITY OF SPRINGFIELD	**NAME:** **EWING SIGNAL CONSTRUCTION, LLC**
840 BOONVILLE, P.O. BOX 8368	**ADDRESS:** **1730 N GREGORY DR.**
SPRINGFIELD, MO 65802	**NIXA, MO 65714**
PHONE: (417) 864-1969	**PHONE:** **417-724-9405**
ATTN: ALEXIS WALKER	**ATTN:** **DAVE EWING**
DEPT.: PUBLIC WORKS	

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Division Street & Grant Avenue
Plan No. 2017PW0087

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 60 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is $75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than $75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds $75,000.00.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Sixty-Five Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty-Nine Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City**.**

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty-Five Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty-Nine Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

e. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

f. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $224,814.25 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

6. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of $3,700 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor’s failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

8. Termination for Cause. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion

of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

11. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

12. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

13. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

14. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **Two Hundred Twenty-Four Thousand Eight Hundred**

Fourteen Dollars and Twenty Five cents ($224,814.25) unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

15. Contract Documents. The contract documents shall consist of the following:

- **a.** This Contract
- **b.** All Change Orders
- **c.** Bid Plans and Specifications
- **d.** City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (07-01-13 Revised Edition)
- **e.** Special Conditions & Provisions
- **f.** Proposal
- **g.** Statement of Bidder's Qualifications
- **h.** Acknowledgment
- **i.** Performance Bond
- **h.** Payment and Material Bond
- **k.** Instructions to Bidders
- **l.** Non-collusion Affidavit
- **m.** Notice to Proceed

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

16. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

17. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo Section 105.450 et seq. shall not be violated.

18. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

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

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits

discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

20. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

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

22. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

23. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

24. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

25. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

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

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

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

RECOMMENDED BY:

_____
Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Director of Finance or Acting Director

APPROVED AS TO FORM

_____
City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 02-19-19

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 050 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a contract for the purchase of certain real estate generally located at 1051 West College Street, in the amount of $65,000.00.

_____

WHEREAS, the West Central Neighborhood Association submitted an application through the City's Neighborhood Works program requesting that the City acquire property listed for sale at 1051 West College Street; and

WHEREAS, the request is for the listed property to become an extension of the Route 66 Roadside Park; and

WHEREAS, through the neighborhood Advisory Council scoring process, this acquisition was one of 13 projects recommended for funding through the Neighborhood Works program; and

WHEREAS, the Planning and Zoning Commission recommended approval of the acquisition of the property generally located at 1051 West College Street at their November 8, 2018, meeting; and

WHEREAS, this property is part of the overall Springfield-Greene County Park's Master Plan for the Route 66 Roadside Park.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a Contract for Purchase of Real Estate ("Contract") with Thomas E. Ehlers and Abigale Susan Ehlers, said Contract to be in substantially similar form as the document attached hereto and incorporated herein by reference as "Exhibit A."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019- 050

FILED: 02-19-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a contract for the purchase of certain real estate generally located at 1051 West College Street, in the amount of $65,000.00.

BACKGROUND INFORMATION: The Neighborhood Works Program was created with the passage of the 2016-2019 1/4-Cent Capital Improvement Sales Tax on April 5, 2016. The program set aside funding for small scale neighborhood capital improvements. The West Central Neighborhood Association submitted an application through the Neighborhood Works program requesting the City acquire property listed for sale at 1051 West College Street to become an extension of the Route 66 Roadside Park. A map of the property is included as part of "Exhibit A" and labeled as "Exhibit 2." Through the Neighborhood Advisory Council scoring process, this project was one of 13 projects recommended for funding through the Neighborhood Works program. The projects were previously presented to City Council and approved for funding by Acting City Manager Collin Quigley on July 31, 2018.

The Planning and Zoning Commission recommended this property acquisition on consent agenda at their November 8, 2018, meeting.

REMARKS: The property is part of the overall Springfield-Greene County Park's Master Plan for the Route 66 Roadside Park.

FINANCIAL: Funding for this project is provided through the Neighborhood Works Program approved in the 1/4-Cent Capital Improvement Sales Tax and is already budgeted.

Supports the following City Council Priorities:

- Economic vitality

RECOMMENDATION: Public Works recommends passage of this Council bill.

Submitted by:

Martin Gugel, Assistant Public Works Director

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

EXHIBIT
A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SELLER	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFC.	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	CLOSING DATE	CONTRACT NUMBER:	

CITY	SELLER	
CITY OF SPRINGFIELD 840 BOONVILLE, PO BOX 8368 SPRINGFIELD, MO 65802 PHONE (417) 864-2057 FAX (417) 864-1907 ATTN: PAUL BLEES DEPT: PUBLIC WORKS	Name(s): **Thomas E. Ehlers and Abigale Susan Ehlers**	
	Address: **1448 N. Summit Avenue Springfield, MO 65802**	
	Phone: **(417) 833-5551**	Fax: **(417) 833-5442**
	Attention: **Bob McCroskey (Real Estate Broker)**	
	SSN/Federal Tax ID Number:	

CONTRACT FOR PURCHASE OF REAL ESTATE

1. **PARTIES.** This Contract is made by and between the parties identified above, and effective as of the date and time of final acceptance, hereinafter referred to as Effective Date.

2. **PURPOSE.** The City is engaged in carrying out a Public Works project known as: Neighborhood Works – Route 66 Park Expansion Acquisition, hereinafter referred to as "Project," in an area located in the City

3. **PROPERTY.** The City has offered to buy and the Seller is willing to sell by general warranty deed, which shall be free from all liens and encumbrances, except standard easements and restriction, the real property commonly known as **1051 W. College Street**, located in Greene County, State of Missouri, more particularly described as follows: See Exhibit 1, all of which is the "Property" in this Contract.

4. **PURCHASE.** The City agrees to buy and the Seller agrees to sell the Property upon the terms and conditions as follows:

a. **Price.** The City agrees to pay the amount of **Sixty-Five Thousand and no/100 Dollars ($65,000.00)** for the Property, payable in cash or certified check.

b. **Contingencies.** This agreement is subject to the following contingencies, and City may elect to declare this agreement null and void prior to the closing without obligation or liability to Seller if:

(1) An environmental assessment of the property performed by or on behalf of the City discloses that hazardous substances may have been released on the property, or that the property is otherwise contaminated or environmentally impaired.

(2) A survey or inspection of the property discloses encroachments, violations of subdivision or other restrictions, boundary line disputes, or rights or claims of third parties in possession, on any portion of the premises, which are unacceptable to City.

(3) The title insurance commitment referred to in paragraph 8 of this agreement shall fail to show merchantable title in Seller or shall contain exceptions unacceptable to City.

(4) The City does not have appropriated unencumbered funds necessary to purchase the property.

(5) Other Contingencies:

a. The purchase of the property will require Planning & Zoning Commission and City Council approval prior to closing.

(6) **Any other contingencies not contained in this paragraph 4b, or in the printed terms of this contract, must be specified on an applicable addendum and the date for satisfying such contingencies, if any, shall be the closing date unless otherwise agreed in writing.**

5. **SELLER'S REPRESENTATIONS.** Sellers represents to City: (a) That Seller has no knowledge of any underground tanks, toxic or hazardous substances, or dump sites on the property, either at present or in the past; (b) That the property is subject to a real estate listing agreement with Carl R. McCroskey d/b/a McCroskey Real Estate; (c) That there have been no unpaid improvements, or any other work performed in connection with the Property that would give rise to the filing of any mechanics' liens against the property; (d) That the Seller has full authority to enter into this agreement and that the Property is not subject to any

options, contracts of sale, leases or other rights in favor of any third parties; (e) That there are no legal proceedings pending which involve the Property; and (f) That these representations will continue to be true at the closing, unless Seller has given City notice to the contrary in writing prior thereto.

6. **ADDITIONAL TERMS AND CONDITIONS.**

a. Carl R. McCroskey d/b/a McCroskey Real Estate is the listing and selling broker of the property and the brokerage commissions will be paid by the sellers at closing. It is further noted that Carl R. McCroskey and Bob McCroskey are one and the same.

b. It is agreed by both parties that any liens (tax bill sewer, etc.) will be paid by the sellers at closing.

The following Addenda as referenced in this Contract, are attached and incorporated herein at the time of acceptance:

Exhibit 1 – Title Commitment MS150684

Exhibit 2 – Beacon Aerial Map

7. **CLOSING AND POSSESSION.**

a. The Closing is the delivery of the Seller's general warranty deed for the purchase price paid by the City after all contingencies have been met and all documents have been signed; and shall take place on or before the **30th day of April 2019**, (the Closing Date), unless otherwise agreed to in writing.

b. Seller acknowledges that sales proceeds may not be disbursed until the deed has been recorded.

8. **CLOSING PROCEDURES**. Necessary title information shall be ordered by the City within ten (10) days of the Effective Date at the sole cost and expense of the City. The City shall obtain a commitment to insure title in the amount of the purchase price from the following closing company, which is authorized to insure titles in the State of Missouri: Meridian Title Company, 4121 S. Fremont Avenue, Suite 152, Springfield, Missouri 65804.

The commitment shall show merchantable title in Seller in accordance with the Title Examination Standards of the Missouri Bar, subject to encumbrances as provided herein, standard residential subdivision restrictions, covenants, declarations, setback lines, and easements and zoning laws of record as of the Effective Date. The City may, at City's expense, obtain a survey (and shall obtain a survey if required by title company). The City shall pay the premium for the title policy. The City may, at City's expense, have the title commitment examined, and if applicable, the City shall provide to Seller in writing any valid objections to title and survey prior to the Closing Date, and Seller shall make reasonable effort to correct the valid objections within **thirty (30) days** of receipt of request to cure, unless otherwise agreed to in writing; and if not corrected, the City may waive the objections and close, or elect to terminate the Contract. At closing, Seller shall deliver the warranty deed, along with all other documents and funds reasonably necessary to complete the Closing, and the City shall deliver cash or certified funds sufficient to satisfy the City's payment obligations and all other documents necessary to complete the Closing. If a closing fee is charged, the cost will be paid by the City, unless otherwise provided. Recording fees shall be paid by the party for whom the fee is attributable. The Seller will warrant at Closing there are no unpaid bills for improvements within 12 months prior to Closing and that Seller has no knowledge of proposed improvements to be paid for by special assessment or fee. The Seller agrees to furnish all assurances, indemnities deposits or other requirements of the insuring Title Insurance Company in order for the Owner's Title Insurance Policy, when issued, to contain no exception as to liens or the right of liens for service, labor or materials imposed by law and not shown by the public records. The City agrees that if Seller cannot furnish requirements for this coverage, then the City may elect either to waive this requirement and accept an Owner's Title Insurance Policy without unrecorded mechanic's lien coverage and close or terminate this Contract. Rental deposits held by Seller, if any, shall be credited to the City at closing.

9. **PRORATION.**

a. Insurance, interest, rentals, and association dues, if applicable, shall be prorated to Closing Date.

b. Ad valorem (real estate) taxes are not being collected nor paid to the Greene County Collector's Office in conjunction with this transaction per RSMo 137.100.

10. **PROPERTY INSPECTION.** The City may, at City's expense, employ independent, qualified inspectors of City's choice (and shall arrange for any inspections and testing systems) in order to make the following determinations:

a. To determine that there exists on the property, sink holes, voids and soil composition, no environmentally hazardous or otherwise regulated substance, which might impose liability on the City as subsequent owner of the property.

b. Such other inspections as City deems reasonably necessary.

Seller shall give the City, or its designated agent, reasonable access to the Property to make the inspections.

The seller acknowledges and agrees that the right of inspection contained in this paragraph shall not in any way relieve the seller, from the obligation to satisfy any contingencies contained in this contract within the applicable time periods.

11. **VERIFICATION OF CONDITION.** The City shall have the right to make a final inspection of the Property prior to closing, as a contingency of the sale, or solely to confirm that:

a. Seller has complied with Seller's other obligations; and

b. The Property is otherwise in substantially the same condition as on the date of the offer, unless otherwise agreed in writing;

c. Any contingency or defect of title has been resolved.

12. **REMEDIES UPON DEFAULT.**

a. **In General.** Seller or City shall be in default under this Contract if either fails to comply with any material provision within the time limits required by the contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this Contract or extend the time for performance by providing the defaulting party a deadline for curing the default, provided that if the default is the inability of the City to close the purchase because of its lack of appropriated and unencumbered funds, the City may at its option by written notice extend the closing date for a period of not more than sixty (60) days. If this Contract shall not be closed for the fault of Seller, then City may elect to either sue for specific performance of the agreement and any incidental damages arising therefrom, or to be paid liquidated damages of Five Per Cent (5%) of the total sale price from Seller, it being agreed that actual damages of City are difficult, if not impossible, to ascertain.

b. **Loss Prior to Conveyance.** In the event the property is destroyed or partially destroyed by calamity including but not limited to fire, the City shall have the option of reducing the purchase price by any insurance proceeds available to Seller, or to claim said insurance proceeds and pay the full purchase price. If Seller fails to maintain insurance or sufficient insurance, City shall have the option of declaring this contract null and void if the property is destroyed or partially destroyed by calamity including but not limited to fire.

13. **CONFLICTS OF INTEREST.** No salaried officer or employee of the City of Springfield, Missouri, and no member of any Board or the City Council of the City shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo Section 105.450 et seq. shall not be violated.

14. **PROVISIONS NOT MERGED WITH DEED.** No provision of this Contract is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the City, or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Contract.

15. **NOTICE.** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Seller by one of three different means: Facsimile Transmission (FAX) if both parties have a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the receiving party; or may give notice by any combination of the above methods.

a. The date of notice shall be:

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

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

(3) The third day following mailing of the notice, whichever first occurs.

b. It shall be sufficient if notices to the City are addressed to **City Attorney, City of Springfield, P.O. Box 8368, Springfield, Missouri 65801.**

c. It shall be sufficient if notices sent to the Seller are addressed to: **Bob McCroskey Real Estate, Attn: Bob McCroskey, 3110 W. Farm Road 102, Springfield, Missouri 65803.**

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

17. **SEVERABILITY.** In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Contract shall be declared invalid by the final and unappealed order, decree or judgment of any court, the City may, at its sole option, set this Contract aside.

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

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

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

CITY OF SPRINGFIELD, MISSOURI

By:_____

City Manager or his/her designee Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Director of Finance or Acting Director

APPROVED AS TO FORM

_____

City Attorney or Assistant City Attorney

RECOMMENDED BY

_____

Director of Public Works of Acting Director

By signing this contract, Sellers certifies that they are not presently employed by the City of Springfield or City Utilities of Springfield.

SELLER(S)

Thomas E. Ehlers 1/22/19

Thomas E. Ehlers Date

Abigale Susan Ehlers 1/22/19

Abigale Susan Ehlers Date

EXHIBIT
1

Commonwealth Land Title Insurance Company

Commitment Number: MS150684

SCHEDULE A

1. Commitment Date: August 6, 2018 at 08:00 AM

2. Policy (or Policies) to be issued: Amount

   (a) Owner's Policy (ALTA Own. Policy (06/17/2006))
   Proposed Insured: City of Springfield, Missouri

   (b) Loan Policy (ALTA Loan Policy (06/17/2006))
   Proposed Insured:

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

   Thomas E Ehlers

4. The land referred to in the Commitment is described as follows:

   SEE SCHEDULE C ATTACHED HERETO

Meridian Title Company

By: Amy Saacke

Commonwealth Land Title Insurance Company

Commitment Number: MS150684

SCHEDULE B - SECTION I
REQUIREMENTS

The following requirements must be met:

1. All buyer documents must be signed by authorized signer for City of Springfield, Missouri.
2. This agent reserves the right to make further requirements.
3. Proper Deed of Conveyance from Thomas E Ehlers and Abigale S Ehlers, husband and wife to City of Springfield, Missouri, a municipal corporation, conveying the fee simple title to subject property.
4. Pay us the premiums, fees and charges for the policy.

Commonwealth Land Title Insurance Company

Commitment Number: MS150684

SCHEDULE B - SECTION II
EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public record.
3. Easements or claims of easements, not shown by the public record.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown in the public record.
6. Taxes or special assessments which are not shown as existing liens by the public record.
7. All assessments and taxes due in 2018, and thereafter. Taxes of $235.01 due in 2017 are marked as PAID. 2018 Taxes are neither due nor payable. Tax ID: 88-13-23-227-019
8. Subject to Easements, Restrictions and Building Set Back Lines that may be filed for record according to the plat filed in Plat Book B Page 92-93, Greene County Recorder's Office.
9. Subject to a Special Tax Bill as recorded in Book 2017 Page 25703-17, Greene County Recorder's Office.
10. Subject to consequences arising from any final decree determining that only an easement was acquired, but that if this occurred, the policy would be deemed to insure an easement only estate.
11. Subject to a Sanitary Sewer Easement recorded in Book 2016 Page 5525-16, Greene County Recorder's Office.
12. Subject to a Temporary Construction Easement recorded in Book 2016 Page 5526-16, Greene County Recorder's Office.
13. Property Owner's Association dues, if any.
14. Covenants, conditions, and restrictions as set forth in instrument recorded but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, sexual orientation, handicap, familial status, or national origin, marital status, disability, ancestry or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

SCHEDULE C

Tract I

THE WEST FIFTY (50) FEET AND THREE (3) INCHES OF THE EAST ONE HUNDRED (100) FEET AND THREE (3) INCHES OF LOT TEN(10), IN RUTH FULBRIGHT'S ADDITION, TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THE SOUTH FIVE (5) FEET THEREOF FOR STREET PURPOSES.

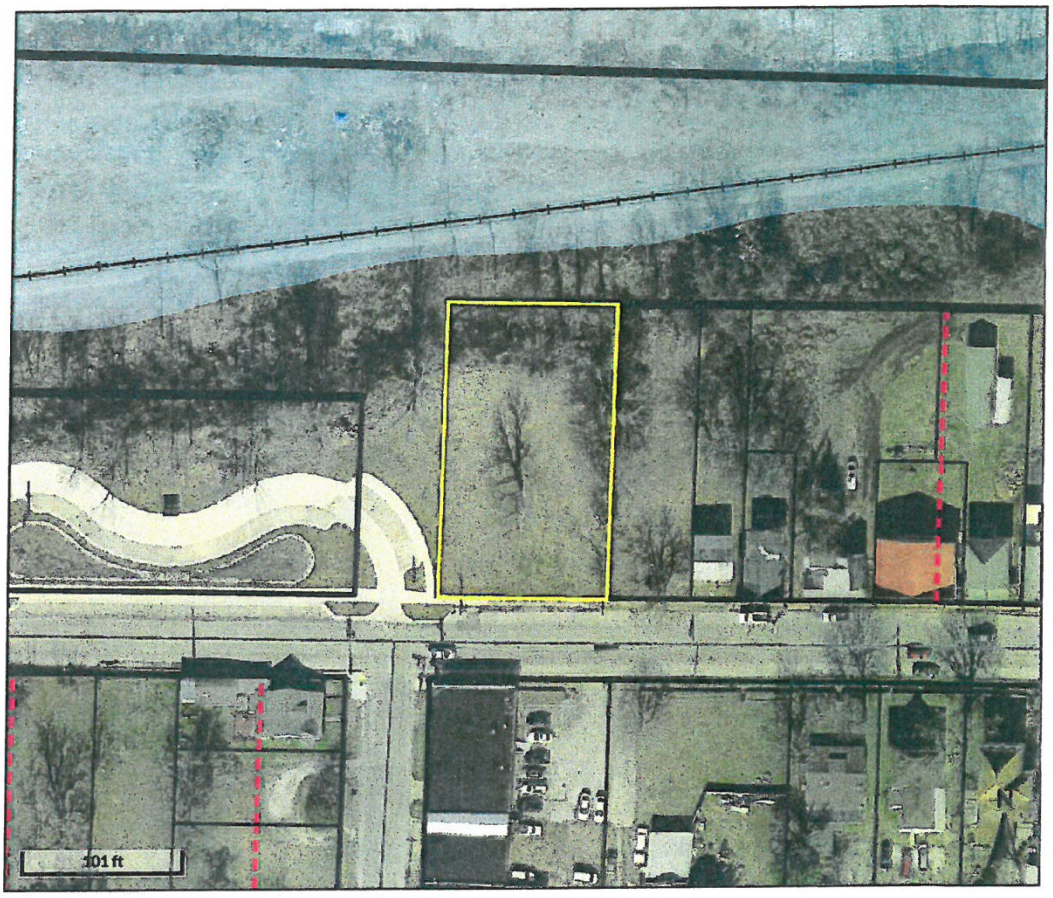
Tract II

BEGINNING AT THE SOUTHWEST CORNER OF LOT TEN (10) IN RUTH FULBRIGHT'S ADDITION TO THE CITY OF SPRINGFIELD, MISSOURI. LOCATED ON THE NORTH SIDE OF COLLEGE STREET, THENCE EAST 50 FEET, 3 INCHES, THENCE NORTH 175 FEET, THENCE WEST 50 FEET 3 INCHES, THENCE SOUTH 175 FEET TO THE PLACE OF BEGINNING, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ANY PART NOW USED FOR STREET PURPOSES.

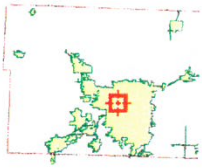
EXHIBIT

2

Beacon™ Greene County, MO



Overview



Legend

Parcel Lines
- <all other values>
- DASHROW
- MUNIRWD
- PROPDASH
- PROPLINE
- RRROW
- ZONING

Section Lines
- Quarter Section Lines
- Section Lines

Streets
- <all other values>
- 8

County Boundary

Assessor's Parcels

Floodplains

City Limits

Parcel ID	881323227019	**Alternate ID**	n/a	**Owner Address**	EHLERS, THOMAS E
Sec/Twp/Rng	23-29N-22W	**Class**	R		1448 N SUMMIT AVE
Property Address	1051 W COLLEGE ST	**Acreage**	0.4017		SPRINGFIELD MO 65802
	SPRINGFIELD				
District	105				
Brief Tax Description	FULBRIGHT'S RUTH ADD W 100.50 FT LOT 10				
	(Note: Not to be used on legal documents)				

The sinkhole layer represents surface depressions from LiDAR imaging obtained in 2010 and 2011. Most of the sinkholes shown have not been field verified and are provided for informational purposes only. This layer should not be used as a substitute for a geological or geotechnical investigation. Questions regarding sinkholes should be directed to the Environmental Section of the Resource Management Department (417) 868-4147. For sinkhole information inside the city limits of Springfield, please call (417) 864-1901.

Date created: 9/25/2018

Developed by Schneider GEOSPATIAL

One-rdg. _____
P. Hrngs. _____
Pgs. 53
Filed: 02-19-19

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019-051 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING solid waste disposal agreements with Allied Services, LLC, d/b/a Republic Services of the Ozarks, a Delaware limited liability company and Waste Corporation of Missouri, Inc., a Delaware corporation, for the delivery of a certain tonnage of solid waste to the city landfill or payment of the equivalent tipping fee of the tonnage.

WHEREAS, in 2009 the City of Springfield, entered into ten year contracts with the two major waste haulers in Springfield, Allied Services, LLC, d/b/a Republic Services of the Ozarks ("Republic"; Contract No. 2009-0293) and Waste Corporation of Missouri, Inc., ("WCA"; Contract No. 2009-0292), wherein said haulers agreed to deliver an agreed-to amount of solid waste to the City landfill, or pay the equivalent tipping fee (hereinafter "put or pay" agreements or "Agreement"(s)), in lieu of establishing full flow control of all trash to the City-owned landfill; and

WHEREAS, the "put or pay" Agreements expire April 7, 2019, and must be renewed to secure a dedicated and stable funding source for the voter-approved Integrated Solid Waste Management System ('ISWMS'); and

WHEREAS, these proposed negotiated Agreements will provide the ISWMS with stable funding that is both adequate and equitable for at least the next ten (10) years; and will provide the necessary revenue to support the environmental programs and services of the ISWMS, without instituting full flow control of the City's trash to the landfill.

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

Section 1 – City Council hereby approves the terms of the renegotiated solid waste disposal agreement with Republic, in a form substantially similar to that Agreement which is attached hereto and incorporated herein by this reference as "Exhibit 1," and hereby authorizes the City Manager, or his designee, to execute said Agreement on behalf of the City of Springfield, Missouri, and to do all things necessary to carry out the intent of the executed Agreement.

Section 2 – City Council hereby approves the terms of the renegotiated solid waste disposal agreement with WCA, in a form substantially similar to that Agreement attached hereto and incorporated herein by this reference as “Exhibit 2,” and hereby authorizes the City Manager, or his designee, to execute said Agreement on behalf of the City of Springfield, Missouri, and to do all things necessary to carry out the intent of the executed Agreement.

Section.3 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-_051_

FILED: 02-19-19

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: Approving solid waste disposal agreements with Allied Services, LLC, d/b/a Republic Services of the Ozarks, a Delaware limited liability company and Waste Corporation of Missouri, Inc., a Delaware corporation, for the delivery of a certain tonnage of solid waste to the city landfill or payment of the equivalent tipping fee of the tonnage.

BACKGROUND INFORMATION: In 2007 City Council established a Citizen's Solid Waste Committee to consider whether or not to enact a solid waste flow control ordinance to provide adequate and equitable means of funding the Springfield Integrated Solid Waste Management System (ISWMS). Instead of flow control, the Committee recommend entering into "put or pay" agreements as a middle ground, to secure a dedicated and stable funding source for the voter-approved ISWMS. In 2009, the City entered into the ten (10) year 'put or pay' agreements, which expire April 7, 2019. In January of 2018, Council directed the City Manager, or his designee, to renegotiate hauler agreements for Council approval prior to the April 7, 2019, expiration, or bring a flow control ordinance to Council for approval. Terms for Agreements with Republic and WCA have now been negotiated and are being presented for Council approval.

Upon approval, these Agreements will help secure dedicated and stable funding for the Solid Waste Enterprise Fund, which is necessary to support the current and future operational expenses of the Landfill, comply with state-mandated solid waste regulations, and fund the voter-approved environmental programs and services of the ISWMS without any General Fund subsidy. The ISWMS includes the Household Chemical Collection Center, the recycling drop-off sites, the Yardwaste Recycling Center, the market-development program and the public education program.

REMARKS: The proposed Agreements for Republic and WCA are similar in most material aspects and contain the following key provisions:

- Each Agreement contains an initial term of 10 years, with two optional 5-year extensions, for a potential 20-year total contract term.

- Each Agreement contains a commitment to deliver 190 tons of solids waste per day to the City Landfill starting on April 8, 2019, or pay the equivalent per-ton landfill tipping fee for the 190 tons per day.

- The above commitments are backed by a $500,000 security bond from each company.

- Each Agreement contains a provision to stabilize the City's current revenue/tonnage, by Republic and WCA each agreeing to deliver to the Landfill 80% of any Acquired Customer's tonnage, for the remainder of the contract term.

- All parties agree the Landfill tipping fee increases will be evaluated by the City's annual fee cost analysis, and any increase in the Landfill tipping fee will have an annual cap of 5 percent.

- Each Agreement contains a Recycling Incentive to financially incentivize the parties to promote materials diversion through increasing customer participation in recycling subscription services, which supports one of the core missions of the ISWMS.

RECOMMENDATIONS: Environmental Services recommends approval of the re-negotiated solid waste disposal agreements and this Council Bill.

Recommended by: Approved by:

Errin Kemper, Director of Environmental Services	Jason Gage, City Manager

Exhibit 1

SOLID WASTE DISPOSAL AGREEMENT

This Agreement made and entered into this ____ day of _____, 2019 to be effective as of April 8, 2019 ("Effective Date"), following the termination of City Contract 2009-0293, by and between Allied Services, LLC, a limited liability company authorized to transact business in the State of Missouri as Republic Services of the Ozarks ("Company"), and the City of Springfield, Missouri ("City"). The Company and the City are hereinafter sometimes together referred to as the "Parties" and each as a "Party."

WITNESETH:

WHEREAS, for years waste disposal has been both typically and traditionally a core, local government function in the interest of protecting the health, safety and welfare of its citizens.

WHEREAS, the City owns and operates a sanitary landfill generally located north of the City limits on the west side of Highway 13 at 3545 W. Farm Road 34 in Greene County, Missouri (the "Landfill"); and

WHEREAS, the City operates a voter approved Integrated Solid Waste Management System (ISWMS), which includes important environmental programs and services, which is funded primarily from tipping fee revenues collected from the disposal of solid waste at the Landfill; and

WHEREAS, the City can implement "Flow Control" that would require all solid waste generated within the corporate limits of the City be disposed of at the Landfill ("Flow Control"); and

WHEREAS, Company is engaged in the collection, hauling, transportation and disposal of solid waste from residents, businesses and other generators located within and outside the corporate limits of the City; and

WHEREAS, Company owns and operates a Solid Waste Transfer Station in Springfield, Missouri ("Company Transfer Station"), where it processes solid waste that is generated and collected both within and outside the corporate limits of the City; and

WHEREAS, both parties prefer to enter into a solid waste disposal agreement to assist the City in achieving the funding necessary to fund the ISWMS, as an alternative to the implementation of full Flow Control; and

WHEREAS, it is the City's goal to increase recycling and meet the state-wide goal of 50% diversion, and City agrees to establish a Recycling Incentive to encourage the goal; and

WHEREAS, the Company and the City are willing to enter into a solid waste disposal agreement upon the terms and conditions hereinafter set forth.

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

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below unless another meaning is expressly indicated elsewhere herein:

a. "Acceptable Solid Waste" means any waste, material or substance that the Landfill is authorized to accept for disposal in accordance with Applicable Law.

b. "Acquire" or "Acquisition "means the purchase by Company of a Current Customer of City by means, including, but not limited to, of a contract, stock or asset purchase, or any other transaction, arrangement or mechanism whereby the Company directly or indirectly controls the operation(s) of the City's Current Customer.

c. "Acquired Waste" means the average tons per Operating Day of Acceptable Solid Waste that a Current Customer delivered to the Landfill as defined by the Tonnage Record, preceding whichever of the following occurs first: (i) the date on which the Company Acquires the Current Customer or (ii) the date the Company is committed, by contract or other instrument, to such Acquisition.

d. "Applicable Law" means all federal, state or local statutes, rules, regulations, ordinances, codes, orders and permits that apply to the Company Transfer Station or to Company's operations or its obligations under this Agreement or to the Landfill or to the City's operations or its obligations under this Agreement.

e. "Certified Scales" means scales that are maintained at the Landfill by the City and tested, certified and calibrated by a qualified independent third party in accordance with generally accepted weight and measurement standards and the terms of this Agreement.

f. "Change in Law" means any of the following that occur after the Effective Date of this Agreement: the enactment, adoption, promulgation, modification, repeal or change in interpretation of any federal or state law, rule, requirement, regulation or similar measure.

g. "Current Customers" are the Landfill customers with a Tonnage Record of disposal at the Landfill.

h. "Daily Quantity" is the average tonnage per Operating Day of Acceptable Solid Waste the Company is required, during each reporting quarter, to deliver to the Landfill as shown on Exhibit A during the applicable month and year when the Landfill is open for business.

i. "Director" means the City's Director of Environmental Services.

j. "Franchising" means the establishment of City-wide control of waste collection and hauling services, through the use of City Ordinance or other legal means, that directs or limits geographic area(s) within the City where the Company is providing said collection and hauling services.

k. "Flow Control" is a legal requirement or directive by City ordinance that all or a portion of

the solid waste generated within the corporate limits of the City be disposed of at the Landfill.

l. "Landfill" is the permitted solid waste disposal area that the City owns and operates on the west side of Highway 13, north of the City limits at 3545 Farm Road 34 in Greene County, Missouri.

m. "Maximum Tonnage" is 150% (one-hundred fifty percent) of the Daily Quantity per operating day.

n. "Operating Day" is a day the Landfill is open for business. Unless the parties agree otherwise, the minimum days and hours the Landfill is open shall be six (6) days a week (Monday through Saturday) except for legal holidays as listed herein, and its regular operating hours are 7:00 A.M. to 4:00 P.M Monday through Friday and 7:00 A.M. to 3:00 P.M. on Saturdays. The Landfill is closed the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or such other days as the City approves and provides written notice within seven (7) calendar days of such holiday(s) to Company. For purposes of this Agreement, an Operating Day shall not include any day that the Landfill is closed for more than four (4) scheduled hours, whether such closure is due to Uncontrollable Circumstances or otherwise, and the Company's Required Tonnage shall be reduced by fifty percent (50%) of the Daily Quantity for that day.

o. "Per Ton Fee" is the current Springfield Landfill Tipping Fee as approved by City Council, which includes the current state fee, subject to adjustment as set forth in this Agreement.

p. "Recycling Incentive" is the reduction in Daily Quantity or Per Ton Fee, as set forth in this Agreement, that can be achieved by the Company through Verified Recycling in City.

q. "Required Quarterly Tonnage" means Daily Quantity multiplied by the number of Operating Days for each quarter of the year ending on December 31 of each year.

r. "Required Tonnage" is the monthly quantity of Acceptable Solid Waste the Company shall deliver to the Landfill, determined by multiplying Daily Quantity as shown on Exhibit A, times the number of Operating Days for the applicable month, notwithstanding adjustments based on the Recycling Incentive, and/or other adjustments as set forth in this Agreement.

s. "Solid Waste Transfer Station" means a site or facility that is licensed by the City and permitted by the Missouri Department of Natural Resources, which accepts solid waste for temporary storage, or consolidation and further transfers to a landfill.

t. "Special Waste" means any waste, substance or material with physical, chemical or biological characteristics that may require special handling or disposal methods different from Acceptable Solid Waste. Such waste includes asbestos, ash, auto bodies, shredder waste, alkaline batteries, construction and demolition debris, sewage sludge, industrial sludge, fly and bottom ash, foundry sand, and any other waste, substance or material that the Director shall determine to be Special Waste.

u. "Target Tonnage" is 725 tons per Operating Day of Acceptable Solid Waste plus successive annual increases of one (1%) percent commencing on July 1, 2020, and on each July 1 thereafter during the term of this Agreement (as shown in Exhibit A).

v. "Tonnage Record" is the average of the three (3) highest annual disposal tonnages, within the

last ten (10) years on record at the Landfill, for any Current Customer with an annual disposal tonnage of more than 100 tons. If the Current Customer has a tonnage disposal history of less than ten (10) years, the Tonnage Record will be calculated using the highest annual tonnage of the available history.

w. "Unacceptable Waste" means any waste, substance or material that is not Acceptable Waste.

x. "Uncontrollable Circumstance" is defined as 1) any act, event or condition that is beyond the reasonable control of the Party relying thereon and asserted as justification for not performing an obligation or complying (other than an obligation to provide indemnity in accordance with this Agreement) with any condition required of such Party under this Agreement, and 2) that said act, event, or condition materially interferes with the Party relying thereon to perform its obligations hereunder. Said "Uncontrollable Circumstance" will only be considered to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement on the part of such Party. Uncontrollable circumstances may include but are not limited to: (i) any governmental order, permit or other approval; (ii) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, severe weather, fires, explosions, floods, acts of a public enemy, war, blockades, insurrections, riots, civil disturbances or terrorist acts; (iii) labor disputes, strikes, work slowdowns or work stoppages of employees of the non-performing part; (iv) reduction of landfill tonnage required to fully fund the City's Integrated Solid Waste Management System (ISWMS); (v) orders and/or judgments of any federal, state, or local court, administrative agency or governmental body, or other entity, or (vi) failure of any appropriate federal, state or local agency or public or private utility having operational jurisdiction in the Landfill or Transfer Station area to provide and maintain and assure the maintenance of any necessary utility. Contesting in good faith by such Party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such Party.

y. "Verified Recycling" is the percentage of Company's residential customers in the City participating in curbside collection of recyclable materials on an annual basis that can be documented and approved through Company provided documentation or other methods agreed to in writing by both Parties.

Any undefined word, term or phrase shall be subject to the definitions in Chapter 94 Solid Waste, § 94-1 of the Springfield City Code (Code).

2. Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of ten (10) years unless sooner terminated as set forth herein (the "Term"). This Agreement shall automatically renew for a total of two (2) additional consecutive five (5) year terms, for a maximum total term of twenty (20) years, unless either party provides written notice of non-renewal 180 days prior to current date of expiration.

3. Representations and Warranties of the Parties.

a. **Representations and Warranties of the Company.** The Company hereby makes the following representations and warranties to and for the benefit of, the City:

(1) Company is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Delaware, is duly qualified to do business in the State of

Missouri, and is licensed to do business in the City of Springfield, MO.

(2) Company has full legal right, power and authority to execute, deliver, and perform its obligations under this Agreement, and has duly authorized the execution and delivery of this Agreement by a duly authorized agent. This Agreement has been duly executed and delivered by the Company, and (assuming due authorization, execution and delivery by the City) constitutes a legal, valid and binding obligation that is enforceable against the Company according to its terms.

(3) Neither the execution or delivery of this Agreement by the Company, the performance by the Company of its obligations hereunder, nor the fulfillment by the Company of the terms and conditions hereof: (i) conflicts with, violates, or results in a breach of Applicable Law; (ii) to the best of the Company's knowledge, information, investigation and belief, conflicts with, violates, or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument, to which the Company is a party or by which the Company or any of its properties or assets are bound, or constitutes a default thereunder; or (iii) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Company except as expressly provided herein.

(4) The Company has obtained or made, as the case may be, all approvals, authorizations, licenses, permits, orders, or consents of, or declarations, registrations or filings with, any governmental or administrative authority, commission, board, agency or instrumentality required for the valid execution and delivery of this Agreement by the Company, or the Company has given the City adequate assurance that all such approvals and declarations will be obtained or made before the Effective Date. However, the City's acceptance of such assurance shall in no way relieve the Company from its full responsibility of obtaining all the approvals, permits and other actions required hereunder. The Company shall, throughout the term of this Agreement, maintain all such approvals, permits and licenses as are needed.

(5) To the best of the Company's knowledge, information, investigation or belief, no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality is pending or threatened against the Company, wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by the Company of its obligations hereunder or in connection with the obligations, undertakings and trans- actions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Company in connection with the obligations, undertakings, transactions contemplated hereby.

(6) The Company, its officers, employees, agents and subcontractors shall comply with all Applicable Law in performing its obligations under this Agreement.

(7) The Company agrees to furnish, procure, operate, supervise and maintain all labor, equipment, supplies, materials and services necessary or appropriate to perform its obligations, fully and on a timely basis, under this Agreement.

(8) The Company owns or leases and operates the Company Transfer Station.

b. **Representations and Warranties of the City.** The City hereby makes the following

representations and warranties to and for the benefit of, the Company:

(1) The City is a political subdivision of the State of Missouri, duly organized and validly existing under the Constitution and laws of the State of Missouri, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(2) The City has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by it, and (assuming due authorization, execution and delivery by the Company) constitutes a legal, valid and binding obligation of the City that is enforceable against the City according to its terms.

(3) Neither the execution or delivery of this Agreement by the City, the City's performance of its obligations hereunder nor its fulfillment of the terms or conditions hereof: (i) to the best of the City's knowledge, information, investigation and belief, conflicts with, violates or results in a breach of Applicable Law; (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument, to which the City is a party or by which the City or any of its properties or assets are bound, or constitutes a default thereunder; or (iii) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the City except as expressly provided herein .

(4) The City has obtained or made, as the case may be, all approvals, authorizations, licenses, permits, orders, or consents of, or declarations, registrations or filings with, any governmental or administrative authority, commission, board, agency or instrumentality required for the valid execution and delivery of this Agreement by the City, or the City has given the Company adequate assurance that all such approvals and declarations will be obtained or made before the effective date. However, the Company's acceptance of such assurance shall in no way relieve the City from its full responsibility of obtaining all the approvals, permits and other actions required hereunder. The City shall, throughout the term of this Agreement, maintain all such approvals, permits and licenses as are needed.

(5) To the best of the City's knowledge, information, investigation or belief, no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality is pending or threatened against the City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by the City of its obligations hereunder or in connection with the obligations, undertakings and transactions contemplated hereby or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the City in connection with the obligations, undertakings, transactions contemplated hereby.

(6) The City, its officers, employees, agents and subcontractors shall comply with all Applicable Law in performing its obligations under this Agreement.

(7) The City agrees to furnish, procure, operate, supervise and maintain all labor, equipment, supplies, materials and services necessary or appropriate to perform its obligations, fully and on a timely basis, under this Agreement.

(8) The City will use reasonable efforts to cooperate with the Company and to respond to the Company's reasonable requests for information and assistance, consistent with the provisions of

this Agreement. However, it is not the City's responsibility to relieve the Company of any liability, responsibility or consequence for acts or omissions by the Company, its officers, employees, subcontractors, agents, assigns or Acquired Customers.

(9) Except during the occurrence of an Uncontrollable Circumstance that affects the operations of the Landfill, the Company shall have access to the Landfill on Operating Days to carry out its obligations hereunder.

(10) The Per Ton Fee set forth in this Agreement is at least equal to or more favorable to the Company than the price charged by the City to any other person bringing any waste to the Landfill. If at any time during the term of this Agreement the City provides any other person or entity a price more favorable than the Per Ton Fee provided to the Company under this Agreement, except as it relates to any City offered incentives, the City shall immediately notify the Company of such fact and take such steps as are necessary to amend this Agreement to the more favorable price.

4. <u>Required Tonnage and Payment.</u>

a. **Put-or-Pay.** Except during an Uncontrollable Circumstance, the Company shall deliver to the Landfill, and the City shall accept at the Landfill, the Required Tonnage or pay the City the Per Ton Fee for any shortfall in such tonnage as set forth herein.

b. **Payment for Delivery of Solid Waste.** The Company shall pay the Per Ton Fee for all Acceptable Solid Waste when it delivers such waste to the Landfill. Payment by the Company shall be made at the time of delivery in cash or through the City's prepaid voucher program.

c. **Delivery of Required Tonnage.**

(1) **Minimum Tonnage.** The Company shall deliver seventy (70) percent of the Required Monthly Tonnage during a month or compensate the City based on the Per Ton Fee for any tonnage that is less than the Minimum Tonnage, provided a payment by the Company for any shortage below the Minimum Tonnage shall be counted as a payment for an equivalent amount of tonnage when computing the Required Tonnage set forth in Section 4 c.(2) below.

(2) **Required Tonnage.** The Company shall be required to deliver the Required Quarterly Tonnage by the end of each quarter, provided if the Company delivers less than the Required Quarterly Tonnage, it shall have until the end of the next quarter to make up any shortage or pay the Per Ton Fee for any shortfall below the Required Quarterly Tonnage. In lieu of delivering the Required Tonnage on a quarterly basis as set forth above the Company may elect by writing the City prior to the beginning of each calendar year or within ten (10) business days after this Agreement is executed that the Company will deliver the Required Tonnage on a semiannual basis. If the Company makes such election it shall be required to deliver the Semiannual Required Tonnage on a semiannual basis by the end the second quarter in the calendar year and by the end of the fourth quarter in the calendar year or pay the Per Ton Fee for any shortfall below the Semiannual Required Tonnage. Semiannual Required Tonnage means Daily Quantity multiplied by the number of Operating Days for each of the six-month periods ending on June 30 and December 31 of each year. Nothing contained herein shall affect the obligation of the Company to deliver the Minimum Tonnage as set forth above in Section 4 c.(l).

(3) **Maximum Tonnage.** Any delivery in excess of 150% of Company's Daily Quantity

on a single operating day will be subject to the Special Handling Fee of $140 per load unless 1) arrangements are made at least 48 hours in advance with the Landfill Supervisor (City), or 2) deliveries are occurring in accordance with section 7a. of this Agreement.

(4) **Overage.** In the event the Company delivers more than the Required Quarterly Tonnage during a quarter or more than the Semiannual Required Tonnage (if the Company has made the election as set forth above in Section 4 c.(2)), the overage shall be carried over and applied, at the discretion of the Company, to the Required Tonnage for the next two succeeding quarters. If the Company has elected Semiannual Required Tonnage, any overage must be fully utilized and applied within the next 12 months following the semiannual period in which such overage occurs.

(5) **Records.** The City shall provide the Company with a monthly accounting within seven (7) working days after the first day of each month, the quarter and the calendar year showing the number of tons of Acceptable Solid Waste delivered by the Company to the Landfill during the preceding month, the quarter and the calendar year and any shortage or overage below or above the Required Tonnage, and such other information that may be useful in determining compliance with this subsection. The Company may dispute a monthly accounting only if it notifies the City within ten (10) business days after the date the statement is received. Otherwise, the statement shall be deemed correct.

d. **Unpaid Balances: Interest and Collection.** Unpaid amounts shall bear interest at one and one-half (1.5) percent per month from the time they are due.

5. <u>Adjustments to Per Ton Fee and Daily Quantity.</u>

a. At its discretion, the City Council may adjust the Per Ton Fee based on changes in the reasonable cost of service, which may include but not be limited to any or all the following factors:

(1) **Environmental Costs.** Subject to Applicable Law, the City shall have the right to increase the Per Ton Fee from time to time by the pro rata amount (determined by relative tonnage of waste delivered by the Company and accepted by the City for disposal at the Landfill divided by the total tonnage of waste processed at the Landfill) of any increase in operating costs of the Landfill arising directly and solely from the implementation of new state wide or federal environmental regulations which apply to the operation of municipal landfills in the State of Missouri; provided, however, that the City may not impose any such increase unless it provides to the Company a certified statement, which reflects in reasonable detail, the increase in operating costs at the Landfill that are directly related to any such new state or federal regulations.

(2) **State or Federal Fees.** An increase in the current State of Missouri disposal fee for solid waste or any new state or federally mandated fee for the disposal of solid waste, excluding, however, any such disposal or other governmental fee for the disposal of solid waste that is sponsored or otherwise initiated by the City.

(3) **Special Waste.** A surcharge for handling and processing Special Waste as set forth in the City Code, to reflect additional costs and expenses incurred or likely to be incurred by the City in the processing of Special Waste.

b. The Per Ton Fee and Daily Quantity shall be adjusted for the following:

(1) **Prepaid Vouchers.** The Company shall be entitled to a 2.5 percent reduction in the Per Ton Fee if the Company has pre-purchased vouchers and has a positive voucher balance with the City at the time of the delivery of the solid waste at the Landfill.

(2) **Decrease in State Fee.** A decrease in the current State of Missouri disposal fee for solid waste.

(3) **Recycling Incentive.** The Company shall be entitled to a reduction in the Daily Quantity based on the number of Springfield residents that participate in curbside recycling with the Company. The Company shall be entitled to a one percent (1.0%) reduction in the Daily Quantity for each five percent (5.0%) of Company's Verified Recycling above a baseline participation rate of twenty percent (20%) in the City. The allowed reduction shall be calculated within thirty (30) days of the Effective Date of this Agreement and shall be recalculated each July during the term of this Agreement. The Recycling Incentive shall not exceed a six percent (6.0%) reduction in the Daily Quantity. Company shall have the burden of providing acceptable documentation of its Verified Recycling. City shall have discretion to deny the reduction after review of Company's submitted documentation. All of Company's Verified Recycling above the baseline diversion rate of twenty percent (20%), so documented, will be approved by the City up to the six (6%) percent recycling incentive cap. The City's written decision of approval or denial shall be deemed correct unless the Company notifies the City within ten (10) business days following the date of the City's written decision of its intent to dispute the approval or denial pursuant to Paragraph 14. Dispute Resolution.

(4) **Current Customer.** The Parties shall be entitled to adjustments in the Daily Quantity in accordance with Section 9 of this Agreement.

c. **Cap on Adjustments to Per Ton Fee.** Notwithstanding anything to the contrary in this Agreement, the parties agree that the Per Ton Fee shall not be increased by more than 10% per year of this Agreement unless agreed to in writing by both parties.

6. <u>Delivery of Solid Waste.</u>

a. **Acceptable Waste Only.** Unless otherwise authorized by the Director, the Company shall deliver only Acceptable Solid Waste to the Landfill on Operating Days. Delivery shall be deemed to have occurred upon removal of the waste from the Company's delivery vehicle.

b. **Applicable Rules.** Except as otherwise provided herein, the delivery of waste at the Landfill shall be regulated by rules and procedures applicable to all customers using the Landfill. The City may alter or amend such rules and procedures from time to time, provided that fifteen (15) days notice thereof shall be given to the Company, except when the Director has declared an emergency.

c. **Weighing.** The amount of Acceptable Solid Waste delivered to the Landfill by the Company shall be determined by weighing the Company's loaded delivery vehicle on the City's Certified Scales at the Landfill, and weighing the same vehicle after such vehicle has been unloaded. The weight difference between the loaded vehicle and the unloaded vehicle shall be deemed the weight of the waste delivered by the Company. Within twenty-four (24) hours of the end of a business day, except Saturdays which shall be forty-eight (48) hours, the City will fax or e-mail to the Company a daily report detailing the prior day's volume. All waste quantities, so measured, shall be deemed correct unless the Company files a written protest setting forth its reasons within five (5) calendar days after the delivery date. The City shall review the protest within ten (10) business days and notify the

Company in writing of any weight adjustments resulting from any such protest. The City shall cause its Certified Scales to be certified and calibrated annually, or more often as it may determine at its cost. The Company may request additional certification and calibration of the City's Certified Scales at any time during the year. The City shall provide the Company with a copy of such additional certification. If the City scales are found to be accurate as certified, the Company shall pay for the cost of the certification, otherwise the City shall pay for such certification. If the Company or the City requests additional certification and the City's Certified Scales are found to be inaccurate, the tonnages delivered to the Landfill by the Company shall be adjusted accordingly from the time and date the Company or the City makes such request until the City's Certified Scales are recertified and calibrated by an independent third party, who provides such service.

d. **Tipper.** The City shall provide a tipper at the Landfill for use by Landfill customers without any cost or additional charge to the Company. The Company shall not have an obligation to deliver the Daily Quantity, as set forth in Exhibit A, for any Operating Day that the tipper is not available for more than four consecutive operating hours, until the tipper is available for use at the Landfill, at which time the Company shall commence delivery of the quantity of solid waste in accordance with the schedule shown in Exhibit A. Nothing contained herein shall otherwise affect any other date for delivery of additional tonnage shown on Exhibit A after the tipper is operational. Such tipper shall have the capacity to unload 53-foot trailers with a weight not to exceed 50 tons. City shall not be liable for any damage or injury incurred or caused by Company's use of the tipper, except as allowed by law.

e. **Tainted Loads.** If a load delivered by the Company to the Landfill contains both Acceptable Solid Waste and Unacceptable Waste, the load shall be handled as set forth herein.

(1) **Pre-Removal.**

(a) If the City reasonably believes that a loaded delivery vehicle contains Unacceptable Waste, it may refuse the delivery of the load, take samples of the contents of the delivery vehicle, and otherwise detain and inspect the delivery vehicle as necessary.

(b) If the vehicle contains any amount of Unacceptable Waste, the City may, acting as the Company's agent, either (i) make reasonable efforts to separate, or cause the separation of Unacceptable Solid Waste at the cost of the Company or (ii) reject the entire delivery and, if the Company fails to remove the vehicle after being so directed by the City, cause the vehicle and its contents to be delivered to an appropriate site for disposal without further notice to the Company, who shall be responsible for all related fees, direct and indirect costs, and expenses. Such amounts shall be due and payable by the Company immediately upon receipt of the City's invoice. If the Company notifies the City that it intends to remove the loaded vehicle, such removal shall occur within twenty-four (24) hours after notification unless the Parties agree otherwise.

(2) **Post-Removal.** If, after waste has been offloaded at the Landfill, the City finds Unacceptable Waste, it may, acting as the Company's agent, either (i) make reasonable efforts to separate, or cause the separation of Unacceptable Waste at the cost of the Company or (ii) treat all or part of the offloaded material as Unacceptable Waste and order the Company to remove same at the Company's cost and expense. If the Company fails to respond to such directive in a timely fashion, the City may remove, or cause the removal of the material without further notice to the Company who shall be responsible for all related fees, direct and indirect costs, and expenses. Such amounts shall be due and payable by the Company immediately upon receipt of the City's invoice.

(3) **Emergency.** Notwithstanding the foregoing, no notice shall be required by the City to separate or dispose of a waste load that contains Unacceptable Waste as the Company's agent in emergency situations where the City reasonably concludes that a delay in removal or disposal would constitute a serious and continuing health hazard to persons or property. The City will make reasonable efforts to provide telephone notice to the Company that such emergency disposal will occur, and will provide written notice thereafter.

7. <u>Non-Operational Facilities.</u>

a. **Company Transfer Station.** If, due to an Uncontrollable Circumstance, the Company Transfer Station or the Company's landfill is closed or is otherwise not operating, either fully or in part, the Company may deliver to the Landfill for disposal, such amounts of Acceptable Solid Waste that the Company cannot handle at its facilities, but only if the Company notifies the City and the City confirms it can accommodate the delivery. Such notice by the Company shall include the estimated quantity of Acceptable Solid Waste to be delivered and the estimated duration of the Uncontrollable Circumstance. Such delivery of Acceptable Solid Waste shall be counted as part of the Required Tonnage.

b. **Landfill.** If, due to an Uncontrollable Circumstance, the Landfill is closed or is otherwise not operating, either fully or in part, the City may direct to the Company Transfer Station such amounts of solid waste for disposal that the City cannot handle at its Landfill, but only if the City notifies the Company, and the Company confirms it can accommodate the disposal , and if the Parties agree on price (including for both transportation and disposal) before the delivery of the waste to the Company Transfer Station. Delivery of solid waste directed by the City to the Company Transfer Station in such circumstances shall require the Company to deliver an equivalent tonnage to the Landfill within ninety (90) days thereafter. Such tonnage shall be calculated by adding (i) undelivered Required Tonnage (based on tons per day shown on Exhibit A times the number of non-Operating Days), (ii) any tonnage delivered to the Company Transfer Station by Current Customers, and (iii) any increase measurable in tonnage at the Company Transfer Station that can be attributed to the closing of the Landfill during the emergency.

8. <u>Guarantee of Performance - Security.</u>

a. **Performance Bond.** The Company shall provide and maintain in force throughout the term of this Agreement a Performance Bond as a form of security (hereinafter 'security'). The security shall provide that the City may claim upon it, upon a City determination that the Company has not paid amounts due and owing under this Agreement. The security shall be in the amount of Five Hundred Thousand Dollars ($500,000.00). The City shall be entitled to claim upon the security to provide for its damages, and other losses, costs and expenses resulting from the Company's failure to pay actual amounts due and owing under this Agreement and not as liquidated damages. The security must be issued by a bonding company with at least an A rating and licensed and insured to issue bonds in the State of Missouri. The City shall approve the issuer and the form of the security which approval shall not be unreasonably withheld. Unless Parties mutually agree otherwise, the security shall be issued for a one-year term, provided that the Company shall have the obligation to renew the security annually. Company shall provide the annual bond certificate to City one month before the previous bond expires.

b. **Claim by City.** Upon a claim against the bond by the City, or similar action, the Company shall promptly obtain a replacement bond in the full amount of funds provided for herein.

9. **Effect of Company Acquisition.** If, during the Term of this Agreement, the Company Acquires a Current Customer, the Company shall deliver to the Landfill 80% of the Acquired Waste, and such Acquired Waste shall be added to the Required Tonnage for the remainder of the term of this Agreement.

10. Flow Control/Franchising. During the term of this Agreement and any renewals thereof, the City shall not enact or adopt Flow Control. The foregoing restriction shall not apply to individual delivery contracts that the City enters into with companies to dispose of Acceptable Solid Waste at the Landfill as long as the rate charged to such other companies is not less than Per Ton Fee, as same is adjusted in accordance with this Agreement. If during the term of this Agreement and any renewals thereof the City enacts Franchising of residential, commercial or industrial waste collection and hauling services that Company is currently providing within the City of Springfield the Company shall have the option, but not the obligation, to terminate this Agreement within twelve (12) months of effective date of Franchising, subject to at least ninety (90) days written notice to the City.

11. Recycling Incentive. The City and Company recognize the Missouri Department of Natural Resource's (MDNR) goal of fifty percent (50%) waste diversion and agree to financially and operationally support reaching this goal by incentivizing recycling diversion under the terms of this Agreement, pursuant to terms outlined in Section 5(b)(3) above. Documented and approved Verified Recycling participation by the Company's residential customers within City above twenty percent (20%) will receive a one percent (1.0%) reduction in the Daily Quantity for each five percent (5.0%) of Verified Recycling achieved above the twenty percent (20%) baseline. The Verified Recycling will be calculated by dividing the Company's total number of residential customers who maintain a recycling subscription in the City by the Company's total number of residential customers in the City on an annual basis. The Daily Quantity for the following year will be reduced by 1.0% or (one percent) per every five percent (5.0%) of Verified Recycling participation achieved above twenty percent (20%), up to and including to total maximum reduction in the Daily Quantity of six percent (6%). The Recycling Incentive will be calculated within thirty (30) days of the Effective Date of this agreement. The Recycling Incentive shall be recalculated each July during the term of this Agreement and will be capped at a maximum discount of 6% (six-percent). Example calculations are provided in Exhibit B.

12. Target Tonnage.

a. **Curing Tonnage Shortfall.** If the actual tonnage delivered to the Landfill for the period from July 1, 2019 through June 30, 2020, or for any succeeding 12-month period during the term of this Agreement, is less than the Target Tonnage, the City shall notify the Company in writing by July 15 regarding the shortage for such period. Within ten (10) business days thereafter, the Company shall notify the City in writing that it will deliver, or cause to be delivered, additional tons of Acceptable Solid Waste to the Landfill equal to thirty-three (33%) percent of the shortfall over the succeeding 12-month period, or make payment equal to thirty-three (33%) percent of the shortfall times the Per Ton Fee in effect when the tonnage shortfall occurred in accordance with Section 12.b. below. Said additional tons of Acceptable Solid Waste shall not be used for determining if the Landfill received actual tonnage equal to the Target Tonnage for the succeeding 12-month period. Said additional tons of Acceptable Solid Waste shall only be counted toward curing the tonnage shortfall for the subject 12-month period.

b. **Payment in Lieu of Delivery.** In lieu of delivering additional tons of Acceptable Solid Waste, the Company may elect to cure the tonnage shortfall by delivering payment in the form of a check within thirty (30) calendar days of receiving written notice as outlined in Section 12.a. above. Said payment shall be calculated by multiplying thirty-three (33%) of the tonnage shortfall by the Per Ton Fee in effect during the subject period when the tonnage shortfall occurred. Said payment shall not be used for determining if the Landfill received actual tonnage/revenue equal to the Target Tonnage for the succeeding 12-month period. Said payment shall only be used for curing the tonnage shortfall for the subject 12-month period.

13. Uncontrollable Circumstances. Except for the Company's obligations to make payments and to deliver Acceptable Solid Waste (which shall also be abated to the extent that deliveries to the Landfill are prevented by Uncontrollable Circumstances as provided elsewhere in this Agreement), a Party's performance of its obligations hereunder may be suspended or excused, at the discretion of the Director, or by an Uncontrollable Circumstance. In the event of non-performance or suspended performance due to Uncontrollable Circumstances, the Party who cannot perform due to Uncontrollable Circumstances shall immediately give notice to the other Party of the cause or causes of such non-performance or suspension and the anticipated duration thereof. The non-performing Party shall act with due diligence to cure the basis for the non-performance or suspension within the time indicated in the above notice, and, to the extent feasible, the Parties shall cooperate with each other to recommence performance of the affected obligations following the occurrence of any Uncontrollable Circumstance(s). Where a suspension or non-performance lasts, or is likely to last, longer than thirty (30) days, the Parties shall confer and mutually agree upon the extension, modification or termination of this Agreement.

14. Dispute Resolution. Except for those matters that are specifically set forth in 15.a (1) and (2), all other disputes which involve a claim that a Party has failed to observe or perform any term, provision or condition of this Agreement shall be subject to the dispute resolution process set forth herein. Such matters shall be presented in writing, and the Parties by their designated representatives shall meet, confer and discuss such disputes and possible resolutions within fifteen (15) days after presentation unless the Parties agree otherwise. The representatives thereafter shall again meet, confer and discuss the disputed issues within fifteen (15) days after the conclusion of the first meeting and shall reduce to writing their points of agreement, points of disagreement, and recommendations. In the event the dispute is not resolved, the Parties may, by mutual consent, agree to arbitrate. If they are unable to agree to arbitration, before any Party litigates the matter in court or takes any other action authorized by this Agreement, the parties shall first submit the matter to mediation or both Parties shall waive the obligation to mediate. If the Parties agree to arbitration, such matter shall be binding, as the Parties may at that time agree and the following rules shall apply:

a. Subject to any recognized privilege, discovery shall be available to each Party to the arbitration as it would be available in the Circuit Court of Greene County, under the Missouri Rules of Civil Procedure, in effect at the time the Parties agree to arbitration. Notices, time periods and other procedural matters shall be governed by the Rules of Civil Procedure, which shall be enforced by the Arbitrator in the same manner as in the Circuit Court.

b. A pre-hearing conference shall be held not sooner than sixty (60) days after the filing of the answer, at which time a pre-hearing summary shall be filed by each Party, setting forth all claims and counterclaims with specificity, all witnesses expected to be called at the hearing, all documents proposed to be introduced, and all items of claimed damages including dollar amount therefore.

c. All discovery and amendments to the pre-hearing summary shall be concluded thirty (30) days prior to the arbitration date. Failure to provide the foregoing discovery and disclosure shall render any claim supported by witnesses or documents not so disclosed, excludable by the arbitration panel in its discretion.

d. In the event of any arbitration demanded by one Party and agreed to by the other Party, each Party shall select an arbitrator, and the two so selected shall select a third. The decision of a majority of the arbitrators shall be the decision of the panel. The City and the Company will each be responsible for one-half of the fees of the arbitrators and administrative costs of the arbitration.

e. The arbitrators shall render a written decision, with conclusions of law and findings of fact, breaking down the items of any award on the claim or counterclaim in sufficient detail, to enable the Parties to seek any grant reimbursement as may be available. The decision of the arbitration panel shall be final, if the Parties agree in advance, in writing, to submit the controversy to binding arbitration.

15. Breach of Agreement.

a. Material Breach.

(1) **Company.** The following shall constitute a material breach by the Company: (i) failure to maintain or provide the security in the amount(s) or form required herein, (ii) failure of the bonding company to honor the amount(s) of security as and when due hereunder, (iii) an assignment or delegation of this Agreement in violation of Section 19.a, (iv) failure to pay for or deliver the Required Tonnage as required under this Agreement if the bonding company fails to honor the amounts then owed by the Company as and when due hereunder, (v) failure to provide the insurance as required herein, and (vi) a material misrepresentation of or material violation of any of the Company representations or warranties set forth in Section 3.a.

(2) **City.** The following shall constitute a material breach by the City: (i) failure of the City to operate the Landfill unless otherwise excused by this Agreement, (ii) enactment or adoption of Flow Control except as otherwise provided in Section 10 or (iii) a material misrepresentation of, or material violation of any of the City's representations or warranties set forth in Section 3.b and such material misrepresentation or violation has a material adverse effect on the Company or the City's ability to perform its obligations hereunder.

(3) **Procedure.** Prior to pursuing any of the remedies for a material breach, the Party declaring the breach shall provide the other Party written notice of the breach giving the breaching party seven (7) calendar days to cure the breach unless the circumstances require a shorter notice. If the breach is not cured within seven (7) calendar days of such notice or sooner, as the case may be, the non-breaching Party shall have the right without further notice to pursue the remedies set forth in this section.

b. Remedies.

(1) **City.** The remedies for a material breach by the Company as set forth above are limited to the following: (i) termination, (ii) damages for the remainder of the term, or (iii) specific performance. In determining damages the Parties agree that a material consideration with respect to this Agreement, is the City's agreement to forgo enactment of Flow Control during the term of this Agreement, in exchange for financial stability of the City ISWMS programs by the Company agreeing to deliver or pay for the Required Tonnage for the term of the Agreement, as required by this Agreement.

(2) **Company.** The remedies for a material breach by the City of Subsection 15.a.(2)(i) is limited to termination of this Agreement. The remedies for a material breach by the City of Subsections 15.a.(2)(ii) and (iii) shall be limited to specific performance; provided, however, that if a court of competent jurisdiction determines that specific performance is not available for such a material breach, the Company shall be entitled to recover its damages (which in the case of (ii) shall include the Company's increased costs as a result of the enactment of Flow Control for the remainder of the term).

c. **Other Breaches.** Except for a material breach as specified above in 15.a, all other claims that a Party has breached this Agreement by failing to observe or perform any term, provision or condition of this Agreement, shall be first subject to the dispute resolution process set forth in this Agreement before any other action is taken in court to resolve the dispute. The remedy for any such breach shall not include termination of this Agreement.

d. **Waiver.** No waiver of any violation, breach, default, act or omission shall be deemed or construed by a court of law or equity to constitute a waiver of any other violation, breach, default, act or omission.

e. **Remedies Cumulative.** The rights and remedies granted to the City in the event of a breach are cumulative. Accordingly, the exercise of any such rights or remedies shall not prevent the City from taking action or seeking relief, at law or in equity, and otherwise as authorized by this Agreement.

16. Insolvency, Bankruptcy, Receivership.

a. The Parties acknowledge that the obligations of the Company under this Agreement are vital and critical to the City. Therefore, if the Company becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver appointed for the benefit of creditors, the City may request a written statement from the Company or its surety describing in reasonable detail the arrangements that have or will be made to continue operations under the terms and conditions of this Agreement. If the Company or its surety does not provide such statement within ten (10) calendar days after the City's request, the City may declare the Company in default and terminate this Agreement.

b. If the Company files a petition under any bankruptcy statute or is the debtor in any involuntary bankruptcy case that is not dismissed within sixty (60) calendar days after the petition commencing the case has been filed, the Company and the City agree, if permitted by applicable law, to the entry of a stipulated order in the Company's bankruptcy case granting the Company ten (10) calendar days from the date of the order to assume or reject this Agreement.

17. Indemnity.

a. **Indemnity by Company.** The Company agrees to indemnify, hold harmless, and defend the City from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees) (collectively, "Losses"), which the City may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, to the extent caused by (i) the Company's breach of any term or provision of the Agreement, or (ii) by the negligent acts or omissions or willful misconduct of the Company, its employees, or its subcontractors in the performance of this Agreement; provided, however, that the indemnification obligations of the Company hereunder shall not exceed the insurance obligations specified in Section 18 of this Agreement unless such indemnification claim is based on the willful misconduct of the Company or contamination of or adverse effects on the environment, or any violation of Applicable Laws.

b. **Indemnity by the City.** In lieu of indemnity, the City shall secure insurance in the amounts specified in this Agreement and shall maintain such insurance throughout the term of this Agreement.

c. **Survival.** The provisions of this Section shall survive termination of this Agreement for a period of two (2) years, provided that there shall be no time limitation on any indemnity claim relating to contamination of or adverse effects on the environment, or any violation of Applicable Laws, to the extent caused by (i) either Party's breach of any term of provision of this Agreement, or (ii) by the negligent acts or omissions or willful misconduct of either Party, its employees, or its subcontractors in the performance of this Agreement.

18. Insurance.

a. Company Coverage.

(1) The Company shall obtain, maintain and pay for the insurance coverage specified in this Section from generally recognized financially responsible insurers that are licensed in the state of Missouri and whose claims paying ability is rated not less than "A" by A.M. Best Company, Inc., at all times during the term of the Agreement. Such insurance must protect the City from claims, risks and losses in connection with any activity performed by the Company under this Agreement, except Uncontrollable Circumstances, unless otherwise designated as insurable events hereunder. Each policy must provide for thirty (30) days prior written notice by the insurer to the City, and the Company shall give the City thirty (30) days prior written notice of any cancellation or material change in coverage.

(2) Company shall maintain, at its own cost and expense, and furnish to the City certificates attesting to the existence of, policies of workers' compensation insurance providing statutory benefits and $1,000,000 of employer's liability coverage, and any combination of primary and excess insurance, providing commercial general liability insurance, including completed operations coverage, with policy limits of not less than $10,000,000 each occurrence for bodily injury or death and $10,000,000 each occurrence for property damage liability and automobile insurance with policy limits of not less than $10,000,000 per accident for bodily injury or death or property damage liability. Each such policy and certificate shall (i) show the City, its employees and agents as additional insureds, as applicable, (ii) provide that the Company's coverage shall be

primary in all instances with respect to such Party's insurance, and (iii) contain a standard cross liability and severability clause and a statement of the insurer's obligation to notify the City at least thirty (30) days prior to cancellation of any policy covered hereunder (excluding workers compensation).

b. **City Coverage.** The City shall maintain, at its own cost and expense, workers' compensation for its employees as required by Missouri law. It shall obtain general liability insurance with policy limits of not less than $5,000,000 each occurrence for bodily injury or death and $5,000,000 each occurrence for property damage liability and automobile insurance with policy limits of not less than $2,000,000 per accident for bodily injury or death or property damage liability. Each such policy and certificate shall require the carrier to notify to the Company (i) at least thirty (30) days in advance of any change or cancellation in the policy.

19. General Provisions.

a. **Assignment; Binding Effect.** The Company shall not assign or delegate any of its rights or obligations hereunder without the prior written consent of the City, which consent shall not be unreasonably withheld after giving full consideration to the financial condition of the acquirer or assignee of such controlling interest; provided, however, that nothing contained herein shall require the prior written consent of the City if the Company sells its transfer station, provided that the purchaser replaces the Company's security, assumes this Agreement and provides proof that it has minimum total assets of Fifty Million Dollars ($50,000,000), which documentation shall be provided in writing; and provided further, however, if the sale is required by the Justice Department of the United States or the Attorney General of the State of Missouri no such approval shall be required. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Notwithstanding the foregoing, either Party may assign this Agreement to an entity that directly or indirectly controls, is controlled by, or is under common control of or with a Party.

b. **Entire Agreement.** This Agreement constitutes the entire and complete under- standing and final expression of the parties with respect to the subject matter it contains, and supersedes all prior or contemporaneous agreements, understandings, arrangements, commitments and representations, whether oral or written. No provision of this Agreement may be changed, modified or waived except by written instrument signed by both Parties.

c. **Severability.** If any provision contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in effect and bind the Parties.

d. **Waiver.** No delay or failure to exercise a right under this Agreement shall impair such right or be construed as a waiver thereof. Such right may be exercised from time to time and as often as may be deemed expedient. A waiver or consent by a Party on any occasion is effective only then, and will not prevent the Party from exercising the right or insisting on strict performance, as the case may be, on another occasion.

e. **Jurisdiction and Venue.** The Parties agree that proper venue for any judicial proceeding for any case, claim or controversy arising out of the interpretation, application or enforcement of this Agreement, or breach thereof, shall be exclusively in Greene County, Missouri. The Company

hereby agrees to submit to service of process in Missouri and to the jurisdiction of the circuit court in and for said county.

f. **Change in Law.** The law as it exists on the Effective Date shall control and a Change in Law on or after the Effective Date shall not alter, change or modify the terms of this Agreement except as otherwise provided in this Agreement. Without any limitation on the foregoing, beginning on the Effective Date and continuing for a period of twenty (20) years thereafter, regardless of whether this Agreement is sooner terminated, no Change in Law with respect to Flow Control shall affect whatever rights and obligations the parties have on the Effective Date.

g. **Interpretation**. The title to sections and subsections to this Agreement shall not be used in the interpretation of the meaning of this Agreement since such titles are intended only as a reference and are not to be considered as substantive.

h. **Notice.** All approvals, requests, reports, notices, communications or other materials or information required or permitted to be made or given by a Party to the other Party hereunder shall be in writing and shall be given by hand delivery, by means of the U.S. Postal Service (certified mail, return receipt requested), or by overnight delivery service that provides evidence of receipt as part of the service, as follows:

If to the City, delivered or addressed to:

City Clerk of the City of Springfield, Missouri
840 Boonville Avenue
Springfield, MO 65804

with a copy to:

City Attorney of the City of Springfield, Missouri
840 Boonville Avenue
Springfield, Mo 65804

If to the Company, delivered or addressed to:

Allied Services, LLC
2115 W Bennett St
Springfield, MO 65807
Attn: General Manager

with a copy to:

Republic Services, Inc.
18500 N. Allied Way
Phoenix, AZ 85054
Attn: General Counsel

with a copy to:

Any notice, etc., so given shall be deemed effective on the day it is delivered.

IN WITNESS WHEREOF, the Parties, by their duly authorized officers, have executed this Agreement as of the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

By:_____

Allied Services, LLC

By:_____
JEFF KINTZLE

Exhibit A
Tonnage Schedule

Daily Tonnage

Commencement Date	Quantity
Effective Date	190.0

Target Tonnage

July 1, 2019 – June 30, 2020	725.0
July 1, 2020 – June 30, 2021	732.3
July 1, 2021 – June 30, 2022	739.6
July 1, 2022 – June 30, 2023	747.0
July 1, 2023 – June 30, 2024	754.4
July 1, 2024 – June 30, 2025	762.0
July 1, 2025 – June 30, 2026	769.6
July 1, 2026 – June 30, 2027	777.3
July 1, 2027 – June 30, 2028	785.1
July 1, 2028 – June 30, 2029	792.9
July 1, 2029 – June 30, 2030	800.9
July 1, 2030 – June 30, 3031	808.9
July 1, 2031 – June 30, 3032	816.9
July 1, 2032 – June 30, 2033	825,1
July 1, 2033 – June 30, 2034	833.4
July 1, 2034 – June 30, 2035	841.7
July 1, 2035 – June 30, 2036	850.1
July 1, 2036 – June 30, 2037	858.6
July 1, 2037 – June 30, 2038	867.2
July 1, 2038 – 20-yr Term End	875.9

Exhibit B

Recycling Incentive:

The Daily Quantity will be reduced by one (1.0%) percent for each five (5.0%) percent documented residential recycling participation or Verified Recycling above a baseline diversion rate of twenty (20%) percent in the City. The reduction in Daily Quantity achieved by the Company will be initially calculated within thirty (30) days of the Effective Date of this Agreement and shall be recalculated each July during the term of this agreement. The reduction in Daily Quantity for Verified Recycling will be capped at a maximum of six (6.0%) percent. The reduction will be taken from the Daily Quantity as set for in this Agreement. All tonnage calculations will be based on 307 operating days per year, and/or City of Springfield Fiscal Year if using annual tonnages.

Example Calculation:

Scenario A:

Total City Annual Residential Recycling Customers = 6400
Total City Annual Residential Waste Customers = 20000
Verified Recycling Participation = 32%
Percent above Baseline = (32% - 20%) = 12.0% above Baseline
This equals a 2.0 percent reduction in Daily Quantity of 190 tons = 3.8 tons.
Updated Daily Quantity = 190 tons – 3.8 tons = 186.2 tons per day

Scenario B:

Total City Annual Residential Recycling Customers = 7050
Total City Annual Residential Waste Customers = 15000
Verified Recycling Participation = 47%
Percent above Baseline = (47% - 20%) = 27.0% above Baseline
This equals a 5.0 percent reduction in Daily Quantity of 190 tons = 9.5 tons.
Updated Daily Quantity = 190 tons – 9.5 tons = 180.5 tons per day

CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY) 06/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): **FAX (A/C No.Ext):**
E-MAIL ADDRESS:certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Co.	22667
INSURER B:	Indemnity Insurance Company of NA	43575
INSURER C:	ACE Fire Underwriters	20702
INSURER D:	Illinois Union Insurance Company	27960
INSURER E:		
INSURER F:		

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 1387339** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G71097171	06/30/2018	06/30/2019	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	POLICY PROJECT LOC						PRODUCTS -COMP/OP AGG	$ 5,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			ISA H25159809	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY(Per person)	
	X OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION $							
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WLR C6522575A - AOS	06/30/2018	06/30/2019	X PER STATUTE / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)			WLR C65225712 - CA/MA/OR	06/30/2018	06/30/2019	E.L. EACH ACCIDENT	$ 3,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C65225797 - WI	06/30/2018	06/30/2019	E.L. DISEASE -EA EMPLOYEE	$ 3,000,000
				WCU C65225670 - OH XS	06/30/2018	06/30/2019	E.L. DISEASE -POLICY LIMIT	$ 3,000,000
				TNS C49167295 - TX NSXS	06/30/2018	06/30/2019		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4394 - Named Insured Includes: Allied Services, LLC - Dba: Allied Waste Services of Reeds Spring - Allied Waste Services of Springfield - Republic Services of Reeds Spring

CERTIFICATE HOLDER

City of Springfield, Missouri
840 N Boonville Avenue
Springfield, MO 65802-3832
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

sign

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

Download COI in PDF format

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C6522575A and stop gap coverage for OH is covered under policy no. WCU C65225670, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C49167295) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

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ACORD® CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY) 06/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): **FAX (A/C No.Ext):**
E-MAIL ADDRESS: certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Co.	22667
INSURER B:	Indemnity Insurance Company of NA	43575
INSURER C:	ACE Fire Underwriters	20702
INSURER D:	Illinois Union Insurance Company	27960
INSURER E:		
INSURER F:		

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 1387339** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER:			HDO G71097171	06/30/2018	06/30/2019	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS -COMP/OP AGG	$ 5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ISA H25159809	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY(Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C6522575A - AOS WLR C65225712 - CA/MA/OR SCF C65225797 - WI WCU C65225670 - OH XS TNS C49167295 - TX NSXS	06/30/2018 06/30/2018 06/30/2018 06/30/2018 06/30/2018	06/30/2019 06/30/2019 06/30/2019 06/30/2019 06/30/2019	X PER STATUTE OTHER	
							E.L. EACH ACCIDENT	$ 3,000,000
							E.L. DISEASE -EA EMPLOYEE	$ 3,000,000
							E.L. DISEASE -POLICY LIMIT	$ 3,000,000

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Division Number: 4394 - Named Insured Includes: Allied Services, LLC - Dba: Allied Waste Services of Reeds Spring - Allied Waste Services of Springfield - Republic Services of Reeds Spring

CERTIFICATE HOLDER

City of Springfield, Missouri
840 N Boonville Avenue
Springfield, MO 65802-3832
United States

CANCELLATION

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AUTHORIZED REPRESENTATIVE

sign

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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Exhibit 2

SOLID WASTE DISPOSAL AGREEMENT

This Agreement made and entered into this _____day of , 2019 to be effective as of April 8, 2019 ("Effective Date"), following the termination of City Contract 2009-0292, by and between Waste Corporation of Missouri, LLC, a Delaware limited liability company authorized to transact business in the State of Missouri as WCA of Missouri, LLC ("Company"), and the City of Springfield, Missouri ("City"). The Company and the City are hereinafter sometimes together referred to as the "Parties" and each as a "Party."

W I T N E S E T H:

WHEREAS, for years waste disposal has been both typically and traditionally a core, local government function in the interest of protecting the health, safety and welfare of its citizens.

WHEREAS, the City owns and operates a sanitary landfill ("Landfill") generally located north of the City limits on the west side of Highway 13 at 3545 W. Farm Road 34 in Greene County, Missouri; and

WHEREAS, the City operates a voter approved Integrated Solid Waste Management System (ISWMS), which includes important environmental programs and services, which is funded primarily from tipping fee revenues collected from the disposal of solid waste at the Landfill; and

WHEREAS, the City can implement "Flow Control" that would require all solid waste generated within the corporate limits of the City be disposed of at the Landfill ("Flow Control"); and

WHEREAS, Company is engaged in the collection, hauling, transportation and disposal of solid waste from residents, businesses and other generators located within and outside the corporate limits of the City; and

WHEREAS, Company owns and operates a Solid Waste Transfer Station in, Springfield, Missouri ("Company Transfer Station"), where it processes solid waste that is generated and collected both within and outside the corporate limits of the City; and

WHEREAS, both parties prefer to enter into a solid waste disposal agreement to assist the City in achieving the funding necessary to fund the ISWMS, as an alternative to the implementation of full Flow Control; and

WHEREAS, it is the City and Company's goal to increase recycling and meet the state-wide goal of 50% diversion, and City agrees to establish a Recycling Incentive to encourage the goal; and

WHEREAS, the Company and the City are willing to enter into a solid waste disposal agreement upon the terms and conditions hereinafter set forth.

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

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below unless another meaning is expressly indicated elsewhere herein:

a. "Acceptable Solid Waste" means any waste, material or substance that the Landfill is authorized to accept for disposal in accordance with Applicable Law.

b. "Acquire" or "Acquisition "means the purchase by Company of a Current Customer of City by means, including, but not limited to, of a contract, stock or asset purchase, or any other transaction, arrangement or mechanism whereby the Company directly or indirectly controls the operation(s) of the City's Current Customer.

c. "Acquired Waste" means the average tons per Operating Day of Acceptable Solid Waste that a Current Customer delivered to the Landfill as defined by the Tonnage Record, preceding whichever of the following occurs first: (i) the date on which the Company Acquires the Current Customer or (ii) the date the Company is committed, by contract or other instrument, to such Acquisition.

d. "Applicable Law" means all federal, state or local statutes, rules, regulations, ordinances, codes, orders and permits that apply to the Company Transfer Station or to Company's operations or its obligations under this Agreement or to the Landfill or to the City's operations or its obligations under this Agreement.

e. "Certified Scales" means scales that are maintained at the Landfill by the City and tested, certified and calibrated by a qualified independent third party in accordance with generally accepted weight and measurement standards and the terms of this Agreement.

f. "Change in Law" means any of the following that occur after the Effective Date of this Agreement: the enactment, adoption, promulgation, modification, repeal or change in interpretation of any federal or state law, rule, requirement, regulation or similar measure.

g. "Current Customers" are the Landfill customers with a Tonnage Record of disposal at the Landfill.

h. "Daily Quantity" is the average tonnage per Operating Day of Acceptable Solid Waste the Company is required, during each reporting quarter, to deliver to the Landfill as shown on Exhibit A during the applicable month and year when the Landfill is open for business.

i. "Director" means the City's Director of Environmental Services.

j. "Floor" means the average volume (tonnage) of Acceptable Solid Waste delivered per Operating Day by a Current Customer to the Company Transfer Station in the 12-month period preceding the Effective Date as shown on Exhibit B. During the term of this Agreement, Exhibit B shall be updated each July in accordance with Section 9.

k. "Franchising" means the establishment of City-wide control of waste collection and hauling services, through the use of City Ordinance or other legal means, that directs or limits geographic area(s) within the City where the Company is providing said collection and hauling services.

l. "Flow Control" is a legal requirement or directive by City ordinance that all or a portion of the solid waste generated within the corporate limits of the City be disposed of at the Landfill.

m. "Landfill" is the permitted solid waste disposal area that the City owns and operates on the west side of Highway 13, north of the City limits at 3545 Farm Road 34 in Greene County, Missouri.

n. "Maximum Tonnage" is 150% (one-hundred fifty percent) of the Daily Quantity per operating day.

o. "Operating Day" is a day the Landfill is open for business. Unless the parties agree otherwise, the minimum days and hours the Landfill is open shall be six (6) days a week (Monday through Saturday) except for legal holidays as listed herein, and its regular operating hours are 7:00 A.M. to 4:00 P.M Monday through Friday and 7:00 A.M. to 3:00 P.M. on Saturdays. The Landfill is closed the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or such other days as the City approves and provides written notice within seven (7) calendar days of such holiday(s) to Company. For purposes of this Agreement, an Operating Day shall not include any day that the Landfill is closed for more than four (4) scheduled hours, whether such closure is due to Uncontrollable Circumstances or otherwise, and the Company's Required Tonnage shall be reduced by fifty percent (50%) of the Daily Quantity for that day.

p. "Per Ton Fee" is the current Springfield Landfill Tipping Fee as approved by City Council, which includes the current state fee, subject to adjustment as set forth in this Agreement.

q. "Recycling Incentive" is the reduction in Daily Quantity or Per Ton Fee, as set forth in this Agreement, that can be achieved by the Company through Verified Recycling in City.

r. "Required Quarterly Tonnage" means Daily Quantity multiplied by the number of Operating Days for each quarter of the year ending on December 31 of each year.

s. "Required Tonnage" is the monthly quantity of Acceptable Solid Waste the Company shall deliver to the Landfill, determined by multiplying Daily Quantity as shown on Exhibit A, times the number of Operating Days for the applicable month, notwithstanding adjustments based on the Recycling Incentive, Current Customer Annual Adjustments and/or adjustments as set forth in this Agreement.

t. "Solid Waste Transfer Station" means a site or facility that is licensed by the City and permitted by the Missouri Department of Natural Resources, which accepts solid waste for temporary storage, or consolidation and further transfers to a landfill.

u. "Special Waste" means any waste, substance or material with physical, chemical or biological characteristics that may require special handling or disposal methods different from Acceptable Solid Waste. Such waste includes asbestos, ash, auto bodies, shredder waste, alkaline batteries, construction and demolition debris, sewage sludge, industrial sludge, fly and bottom ash, foundry sand, and any other waste, substance or material that the Director shall determine to be Special

Waste.

v. "Tonnage Record" is the average of the three (3) highest annual disposal tonnages, within the last ten (10) years on record at the Landfill, for any Current Customer with an annual disposal tonnage of more than 100 tons. If the Current Customer has a tonnage disposal history of less than ten (10) years, the Tonnage Record will be calculated using the highest annual tonnages of the available history.

w. "Unacceptable Waste" means any waste, substance or material that is not Acceptable Waste.

x. "Uncontrollable Circumstance" is defined as 1) any act, event or condition that is beyond the reasonable control of the Party relying thereon and asserted as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and 2) that said act, event, or condition materially interferes with the Party relying thereon to perform its obligations hereunder. Said "Uncontrollable Circumstance" will only be considered to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement on the part of such Party. Uncontrollable circumstances may include but are not limited to: (i) any governmental order, permit or other approval; (ii) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, severe weather, fires, explosions, floods, acts of a public enemy, war, blockades, insurrections, riots, civil disturbances or terrorist acts; (iii) labor disputes, strikes, work slowdowns or work stoppages of employees of the non-performing part; (iv) reduction of landfill tonnage required to fully fund the City's Integrated Solid Waste Management System (ISWMS); (v) orders and/or judgments of any federal, state, or local court, administrative agency or governmental body, or other entity, or (v) failure of any appropriate federal, state or local agency or public or private utility having operational jurisdiction in the Landfill or Transfer Station area to provide and maintain and assure the maintenance of any necessary utility. Contesting in good faith by such Party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such Party.

y. "Verified Recycling" is the percentage of Company's residential and commercial customers in the City participating in recycling subscription services on an annual basis that can be documented and approved through Company provided documentation or other methods agreed to in writing by both Parties.

Any undefined word, term or phrase shall be subject to the definitions in Chapter 94 Solid Waste, §94-1 of the Springfield City Code (Code).

2. <u>Term.</u> This Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of ten (10) years unless sooner terminated as set forth herein (the "Term"). This Agreement shall automatically renew for a total of two (2) additional consecutive five (5) year terms, for a maximum total term of twenty (20) years, unless either party provides written notice of non-renewal at least 180 days prior to current date of expiration.

3. <u>Representations and Warranties of the Parties.</u>

a. **Representations and Warranties of the Company.** The Company hereby makes the following representations and warranties to and for the benefit of, the City:

(1) Company is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Delaware, is duly qualified to do business in the State of Missouri, and is licensed to do business in the City of Springfield, MO.

(2) Company has full legal right, power and authority to execute, deliver, and perform its obligations under this Agreement, and has duly authorized the execution and delivery of this Agreement by a duly authorized agent. This Agreement has been duly executed and delivered by the Company, and (assuming due authorization, execution and delivery by the City) constitutes a legal, valid and binding obligation that is enforceable against the Company according to its terms.

(3) Neither the execution or delivery of this Agreement by the Company, the performance by the Company of its obligations hereunder, nor the fulfillment by the Company of the terms and conditions hereof: (i) conflicts with, violates, or results in a breach of Applicable Law; (ii) to the best of the Company's knowledge, information, investigation and belief, conflicts with, violates, or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument, to which the Company is a party or by which the Company or any of its properties or assets are bound, or constitutes a default thereunder; or (iii) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Company except as expressly provided herein.

(4) The Company has obtained or made, as the case may be, all approvals, authorizations, licenses, permits, orders, or consents of, or declarations, registrations or filings with, any governmental or administrative authority, commission, board, agency or instrumentality required for the valid execution and delivery of this Agreement by the Company, or the Company has given the City adequate assurance that all such approvals and declarations will be obtained or made before the Effective Date. However, the City's acceptance of such assurance shall in no way relieve the Company from its full responsibility of obtaining all the approvals, permits and other actions required hereunder. The Company shall, throughout the term of this Agreement, maintain all such approvals, permits and licenses as are needed.

(5) To the best of the Company's knowledge, information, investigation or belief, no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality is pending or threatened against the Company, wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by the Company of its obligations hereunder or in connection with the obligations, undertakings and trans- actions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Company in connection with the obligations, undertakings, transactions contemplated hereby.

(6) The Company, its officers, employees, agents and subcontractors shall comply with all Applicable Law in performing its obligations under this Agreement.

(7) The Company agrees to furnish, procure, operate, supervise and maintain all labor, equipment, supplies, materials and services necessary or appropriate to perform its obligations, fully and on a timely basis, under this Agreement.

(8) The Company owns or leases and operates the Company Transfer Station.

b. **Representations and Warranties of the City.** The City hereby makes the following representations and warranties to and for the benefit of, the Company:

(1) The City is a political subdivision of the State of Missouri, duly organized and validly existing under the Constitution and laws of the State of Missouri, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(2) The City has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by it, and (assuming due authorization, execution and delivery by the Company) constitutes a legal, valid and binding obligation of the City that is enforceable against the City according to its terms.

(3) Neither the execution or delivery of this Agreement by the City, the City's performance of its obligations hereunder nor its fulfillment of the terms or conditions hereof: (i) to the best of the City's knowledge, information, investigation and belief, conflicts with, violates or results in a breach of Applicable Law; (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument, to which the City is a party or by which the City or any of its properties or assets are bound, or constitutes a default thereunder; or (iii) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the City except as expressly provided herein .

(4) The City has obtained or made, as the case may be, all approvals, authorizations, licenses, permits, orders, or consents of, or declarations, registrations or filings with, any governmental or administrative authority, commission, board, agency or instrumentality required for the valid execution and delivery of this Agreement by the City, or the City has given the Company adequate assurance that all such approvals and declarations will be obtained or made before the effective date. However, the Company's acceptance of such assurance shall in no way relieve the City from its full responsibility of obtaining all the approvals, permits and other actions required hereunder. The City shall, throughout the term of this Agreement, maintain all such approvals, permits and licenses as are needed.

(5) To the best of the City's knowledge, information, investigation or belief, no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality is pending or threatened against the City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by the City of its obligations hereunder or in connection with the obligations, undertakings and transactions contemplated hereby or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the City in connection with the obligations, undertakings, transactions contemplated hereby.

(6) The City, its officers, employees, agents and subcontractors shall comply with all Applicable Law in performing its obligations under this Agreement.

(7) The City agrees to furnish, procure, operate, supervise and maintain all labor, equipment, supplies, materials and services necessary or appropriate to perform its obligations, fully and on a timely basis, under this Agreement.

(8) The City will use reasonable efforts to cooperate with the Company and to respond to

the Company's reasonable requests for information and assistance, consistent with the provisions of this Agreement. However, it is not the City's responsibility to relieve the Company of any liability, responsibility or consequence for acts or omissions by the Company, its officers, employees, subcontractors, agents, assigns or Acquired Customers.

(9) Except during the occurrence of an Uncontrollable Circumstance that affects the operations of the Landfill, the Company shall have access to the Landfill on Operating Days to carry out its obligations hereunder.

(10) The Per Ton Fee set forth in this Agreement is at least equal to or more favorable to the Company than the price charged by the City to any other person bringing any waste to the Landfill. If at any time during the term of this Agreement the City provides any other person or entity a price more favorable than the Per Ton Fee provided to the Company under this Agreement, except as it relates to any City offered incentives, the City shall as soon as reasonably practicable reduce the Company rate to the more favorable price.

4. <u>Required Tonnage and Payment.</u>

a. **Put-or-Pay.** Except during an Uncontrollable Circumstance, the Company shall deliver to the Landfill, and the City shall accept at the Landfill, the Required Tonnage or pay the City the Per Ton Fee for any shortfall in such tonnage as set forth herein.

b. **Payment for Delivery of Solid Waste.** The Company shall pay the Per Ton Fee for all Acceptable Solid Waste when it delivers such waste to the Landfill. Payment by the Company shall be made at the time of delivery in cash or through the City's prepaid voucher program.

c. **Delivery of Required Tonnage.**

(1) **Minimum Tonnage.** The Company shall deliver seventy (70) percent of the Required Monthly Tonnage during a month or compensate the City based on the Per Ton Fee for any tonnage that is less than the Minimum Tonnage, provided a payment by the Company for any shortage below the Minimum Tonnage shall be counted as a payment for an equivalent amount of tonnage when computing the Required Tonnage set forth in Section 4c.(2) below.

(2) **Required Tonnage.** The Company shall be required to deliver the Required Quarterly Tonnage by the end of each quarter, provided if the Company delivers less than the Required Quarterly Tonnage, it shall have until the end of the next quarter to make up any shortage or pay the Per Ton Fee for any shortfall below the Required Quarterly Tonnage. In lieu of delivering the Required Tonnage on a quarterly basis as set forth above the Company may elect by writing the City prior to the beginning of each calendar year or within ten (10) business days after this Agreement is executed that the Company will deliver the Required Tonnage on a semiannual basis. If the Company makes such election it shall be required to deliver the Semiannual Required Tonnage on a semiannual basis by the end the second quarter in the calendar year and by the end of the fourth quarter in the calendar year or pay the Per Ton Fee for any shortfall below the Semiannual Required Tonnage. Semiannual Required Tonnage means Daily Quantity multiplied by the number of Operating Days for each of the six-month periods ending on June 30 and December 31 of each year. Nothing contained herein shall affect the obligation of the Company to deliver the Minimum Tonnage as set forth above in Section 4c.(l).

(3) **Maximum Tonnage.** Any delivery in excess of 150% of Company's Daily Quantity on a single operating day will not be counted toward the Company's Required Tonnage commitment unless 1) arrangements are made at least 48 hours in advance with the Landfill Supervisor (City), 2) deliveries are occurring in accordance with section 7a. of this Agreement or 3) such excess loads are a result of any Uncontrollable Circumstance due to weather conditions.

(4) **Overage.** In the event the Company delivers more than the Required Quarterly Tonnage during a quarter or more than the Semiannual Required Tonnage (if the Company has made the election as set forth above in Section 4c.(2), the overage shall be carried over and applied, at the discretion of the Company, to the Required Tonnage for the next two succeeding quarters. If the Company has elected Semiannual Required Tonnage, any overage must be fully utilized and applied within the next 12 months following the semiannual period in which such overage occurs.

(5) **Records.** The City shall provide the Company with a monthly accounting within seven (7) working days after the first day of each month, the quarter and the calendar year showing the number of tons of Acceptable Solid Waste delivered by the Company to the Landfill during the preceding month, the quarter and the calendar year and any shortage or overage below or above the Required Tonnage, and such other information that may be useful in determining compliance with this subsection. The Company may dispute a monthly accounting only if it notifies the City within ten (10) business days after the date the statement is received. Otherwise, the statement shall be deemed correct.

d. **Unpaid Balances: Interest and Collection.** Unpaid amounts shall bear interest at one and one-half (1.5) percent per month from the time they are due.

5. <u>Adjustments to Per Ton Fee and Daily Quantity.</u>

a. At its discretion, the City Council may adjust the Per Ton Fee based on changes in the reasonable cost of service, which may include but not be limited to any or all the following factors:

(1) **Environmental Costs.** Subject to Applicable Law, the City shall have the right to increase the Per Ton Fee from time to time by the pro rata amount (determined by relative tonnage of waste delivered by the Company and accepted by the City for disposal at the Landfill divided by the total tonnage of waste processed at the Landfill) of any increase in operating costs of the Landfill arising directly and solely from the implementation of new state wide or federal environmental regulations which apply to the operation of municipal landfills in the State of Missouri; provided, however, that the City may not impose any such increase unless it provides to the Company a certified statement, which reflects in reasonable detail, the increase in operating costs at the Landfill that are directly related to any such new state or federal regulations.

(2) **State or Federal Fees.** An increase in the current State of Missouri disposal fee for solid waste or any new state or federally mandated fee for the disposal of solid waste, excluding, however, any such disposal or other governmental fee for the disposal of solid waste that is sponsored or otherwise initiated by the City.

(3) **Special Waste.** A surcharge for handling and processing Special Waste as set forth in the City Code, to reflect additional costs and expenses incurred or likely to be incurred by the City in the processing of Special Waste.

b. **The Per Ton Fee and Daily Quantity shall be adjusted for the following:**

(1) **Prepaid Vouchers.** The Company shall be entitled to a 2.5 percent reduction in the Per Ton Fee if the Company has pre-purchased vouchers and has a positive voucher balance with the City at the time of the delivery of the solid waste at the Landfill.

(2) **Decrease in State Fee.** A decrease in the current State of Missouri disposal fee for solid waste.

(3) **Recycling Incentive.** The Company shall be entitled to a reduction in the Daily Quantity based on the number of Springfield residents that participate in curbside recycling with the Company, and the number of Springfield businesses that participate in recycling subscription services with the Company. The Company shall be entitled to a one percent (1.0%) reduction in the Daily Quantity for each five percent (5.0%) of Company's Verified Recycling above a baseline participation rate of twenty percent (20%) in the City. The allowed reduction shall be calculated within thirty (30) days of the Effective Date of this Agreement and shall be recalculated each July during the term of this agreement. The Recycling Incentive shall not exceed a six percent (6.0%) reduction in the Daily Quantity. Company shall have the burden of providing acceptable documentation of its Verified Recycling. City shall have discretion to deny the reduction after review of Company's submitted documentation. All of Company's Verified Recycling above the baseline diversion rate of twenty percent (20%), so documented, will be approved by the City up to the six (6%) percent recycling incentive cap. The City's written decision of approval or denial shall be deemed correct unless the Company notifies the City within ten (10) business days, following the date of the City's written decision, of its intent to dispute the approval or denial pursuant to Paragraph 13. Dispute Resolution.

(4) **Current Customer.** The Parties shall be entitled to adjustments in the Daily Quantity in accordance with Section 9 of this Agreement.

c. **Cap on Adjustment to Per Ton Fee.** Notwithstanding anything to the contrary in this Agreement, the Parties agree that the Per Ton Fee shall not be increased by more than 5.0% in any year of this Agreement, unless agreed to in writing by both Parties.

6. <u>Delivery of Solid Waste.</u>

a. **Acceptable Waste Only.** Unless otherwise authorized by the Director, the Company shall deliver only Acceptable Solid Waste to the Landfill on Operating Days. Delivery shall be deemed to have occurred upon removal of the waste from the Company's delivery vehicle.

b. **Applicable Rules.** Except as otherwise provided herein, the delivery of waste at the Landfill shall be regulated by rules and procedures applicable to all customers using the Landfill. The City may alter or amend such rules and procedures from time to time, provided that fifteen (15) days notice thereof shall be given to the Company, except when the Director has declared an emergency.

c. **Weighing.** The amount of Acceptable Solid Waste delivered to the Landfill by the Company shall be determined by weighing the Company's loaded delivery vehicle on the City's Certified Scales at the Landfill, and weighing the same vehicle after such vehicle has been unloaded. The weight difference between the loaded vehicle and the unloaded vehicle shall be deemed the weight of the waste delivered by the Company. Within twenty-four (24) hours of the end of a business day, except

Saturdays which shall be forty-eight (48) hours, the City will fax or e-mail to the Company a daily report detailing the prior day's volume. All waste quantities, so measured, shall be deemed correct unless the Company files a written protest setting forth its reasons within five (5) calendar days after the delivery date. The City shall review the protest within ten (10) business days and notify the Company in writing of any weight adjustments resulting from any such protest. The City shall cause its Certified Scales to be certified and calibrated annually, or more often as it may determine at its cost. The Company may request additional certification and calibration of the City's Certified Scales at any time during the year. The City shall provide the Company with a copy of such additional certification. If the City scales are found to be accurate as certified, the Company shall pay for the cost of the certification, otherwise the City shall pay for such certification. If the Company or the City requests additional certification and the City's Certified Scales are found to be inaccurate, the tonnages delivered to the Landfill by the Company shall be adjusted accordingly from the time and date the Company or the City makes such request until the City's Certified Scales are recertified and calibrated by an independent third party, who provides such service.

d. **Tipper.** The City shall provide a tipper at the Landfill for use by Landfill customers without any cost or additional charge to the Company. The Company shall not have an obligation to deliver the Daily Quantity, as set forth in Exhibit A, for any Operating Day that the tipper is not available for at least four consecutive operating hours, until the tipper is available for use at the Landfill, at which time the Company shall commence delivery of the quantity of solid waste in accordance with the schedule shown in Exhibit A. Nothing contained herein shall otherwise affect any other date for delivery of additional tonnage shown on Exhibit A after the tipper is operational. Such tipper shall have the capacity to unload 53-foot trailers with a weight not to exceed 50 tons. The City shall not be liable for any damage or injury incurred or caused by Company's use of the tipper, except as allowed by law.

e. **Tainted Loads.** If a load delivered by the Company to the Landfill contains both Acceptable Solid Waste and Unacceptable Waste, the load shall be handled as set forth herein.

(1) **Pre-Removal.**

(a) If the City reasonably believes that a loaded delivery vehicle contains Unacceptable Waste, it may refuse the delivery of the load, take samples of the contents of the delivery vehicle, and otherwise detain and inspect the delivery vehicle as necessary.

(b) If the vehicle contains any amount of Unacceptable Waste, the City may, acting as the Company's agent, either (i) make reasonable efforts to separate, or cause the separation of Unacceptable Solid Waste at the cost of the Company or (ii) reject the entire delivery and, if the Company fails to remove the vehicle after being so directed by the City, cause the vehicle and its contents to be delivered to an appropriate site for disposal without further notice to the Company, who shall be responsible for all related fees, direct and indirect costs, and expenses. Such amounts shall be due and payable by the Company immediately upon receipt of the City's invoice. If the Company notifies the City that it intends to remove the loaded vehicle, such removal shall occur within twenty-four (24) hours after notification unless the Parties agree otherwise.

(2) **Post-Removal.** If, after waste has been offloaded at the Landfill, the City finds Unacceptable Waste, it may, acting as the Company's agent, either (i) make reasonable efforts to separate, or cause the separation of Unacceptable Waste at the cost of the Company or (ii) treat all or part of the offloaded material as Unacceptable Waste and order the Company to remove same at the Company's

cost and expense. If the Company fails to respond to such directive in a timely fashion, the City may remove, or cause the removal of the material without further notice to the Company who shall be responsible for all related fees, direct and indirect costs, and expenses. Such amounts shall be due and payable by the Company immediately upon receipt of the City's invoice.

(3) **Emergency.** Notwithstanding the foregoing, no notice shall be required by the City to separate or dispose of a waste load that contains Unacceptable Waste as the Company's agent in emergency situations where the City reasonably concludes that a delay in removal or disposal would constitute a serious and continuing health hazard to persons or property. The City will make reasonable efforts to provide telephone notice to the Company that such emergency disposal will occur, and will provide written notice thereafter.

7. <u>Non-Operational Facilities.</u>

a. **Company Transfer Station.** If, due to an Uncontrollable Circumstance, the Company Transfer Station or the Company's landfill is closed or is otherwise not operating, either fully or in part, the Company may deliver to the Landfill for disposal, such amounts of Acceptable Solid Waste that the Company cannot handle at its facilities, but only if the Company notifies the City and the City confirms it can accommodate the delivery. Such notice by the Company shall include the estimated quantity of Acceptable Solid Waste to be delivered and the estimated duration of the Uncontrollable Circumstance. Such delivery of Acceptable Solid Waste shall be counted as part of the Required Tonnage.

b. **Landfill.** If, due to an Uncontrollable Circumstance, the Landfill is closed or is otherwise not operating, either fully or in part, the City may direct to the Company Transfer Station such amounts of solid waste for disposal that the City cannot handle at its Landfill, but only if the City notifies the Company, and the Company confirms it can accommodate the disposal , and if the Parties agree on price (including for both transportation and disposal) before the delivery of the waste to the Company Transfer Station. Delivery of solid waste directed by the City to the Company Transfer Station in such circumstances shall require the Company to deliver an equivalent tonnage to the Landfill within ninety (90) days thereafter. Such tonnage shall be calculated by adding (i) undelivered Required Tonnage (based on tons per day shown on Exhibit A times the number of non-Operating Days), (ii) any tonnage delivered to the Company Transfer Station by Current Customers, and (iii) any increase measurable in tonnage at the Company Transfer Station that can be attributed to the closing of the Landfill during the emergency.

8. <u>Guarantee of Performance - Security.</u>

a. **Performance Bond.** The Company shall provide and maintain in force throughout the term of this Agreement a Performance Bond as a form of security (hereinafter 'security'). The security shall provide that the City may claim upon it, upon a City determination that the Company has not paid amounts due and owing under this Agreement. The security shall be in the amount of Five Hundred Thousand Dollars ($500,000.00). The City shall be entitled to claim upon the security to provide for its damages, and other losses, costs and expenses resulting from the Company's failure to pay actual amounts due and owing under this Agreement and not as liquidated damages. The security must be issued by a bonding company with at least an A rating and is licensed and insured to issue bonds in the State of Missouri. The City shall approve the issuer and the form of the security, which approval shall not be unreasonably withheld. Unless Parties mutually agree otherwise, the security shall be issued for a one-year term, provided that the Company shall have the obligation to

renew the security annually. Company shall provide the annual bond certificate to City one month before the previous bond expires.

b. **Claim by City.** Upon a claim against the bond by the City or similar action, the Company shall promptly obtain a replacement bond in the full amount of the funds provided for herein.

9. <u>Current Customer.</u>

a. **Effect of Company Acquisition.** If, during the term of this Agreement, the Company Acquires a Current Customer, the Company shall deliver to the Landfill 80 % of the Acquired Waste for the remaining term of this Agreement, and such Acquired Waste shall be added to the Required Tonnage. Upon the Effective Date of an acquisition of a Current Customer by Company, paragraphs 9b and 9c no longer apply to Company regarding the acquired Current Customer(s). The Current Customers as of the date of this Agreement are listed on Exhibit B.

b. **Delivery by Current Customer Annual Adjustment.** If, within a twelve (12) month period, a Current Customer delivers solid waste to the Company Transfer Station that, as calculated per Operating Day, exceeds the Floor (as shown on Exhibit B) by more than five percent (5.0%) per Operating Day, then the Company, (i) shall deliver Acceptable Waste to the Landfill for the following twelve (12) month period an amount equivalent to whatever tonnage exceeds the Floor or (ii) shall pay the Per Ton Fee for such excess tonnage.

c. **Recordkeeping and Reporting.** The Company shall keep accurate records of all deliveries from a Current Customer to the Company's Transfer Station showing, at a minimum, the date and time of delivery and the weight of the solid waste, and such records shall be available to the City on demand, subject to the Company's obligation not to disclose any confidential information of a Current Customer without its prior written consent. The City shall provide the Company with an updated Current Customer List (Exhibit B) within the ten (10) calendar days following each June 30 occurring during the term of this Agreement. On or before each July 31st occurring during the term of this agreement, the Company shall provide a Floor tonnage for each new Current Customer listed on Exhibit B and shall provide records of deliveries for all Current Customers as outlined above in this section. If the City disputes the information provided, it shall inform the Company and the Parties shall attempt to resolve any disputed matters within twenty (20) days. Once a Floor has been established for a Current Customer, it shall not be revised during the term of this Agreement.

10. <u>Flow Control/Franchising</u>. During the term of this Agreement and any renewals thereof, the City shall not enact or adopt Flow Control. The foregoing restriction shall not apply to individual delivery contracts that the City enters into with companies to dispose of Acceptable Solid Waste at the Landfill as long as the rate charged to such other companies is not less than Per Ton Fee, as same is adjusted in accordance with this Agreement. If during the term of this Agreement and any renewals thereof, the City enacts Franchising of residential, commercial or industrial waste collection and hauling services that Company is currently providing within the City of Springfield, the Company shall have the option, but not the obligation within twelve (12) months of effective date of Franchising, to terminate this Agreement, subject to at least ninety (90) days written notice to the City.

11. <u>Recycling Incentive.</u> The City and Company recognize the Missouri Department of Natural

Resource's (MDNR) goal of fifty percent (50%) waste diversion and agree to financially and operationally support reaching this goal by incentivizing recycling diversion under the terms of this Agreement, pursuant to terms outlined in Section 5(b)(3) above. Documented and approved Verified Recycling participation by the Company's customers within City above twenty percent (20%) will receive a one percent (1.0%) reduction in the Daily Quantity for each five percent (5%) of Verified Recycling achieved above the twenty percent (20%) baseline. The Verified Recycling will be calculated by dividing the Company's total number of customers who maintain a recycling subscription in the City by the Company's total number of customers in the City on an annual basis. The Daily Quantity for the following year will be reduced by 1.0% or (one percent) per every five percent (5.0%) of Verified Recycling achieved above 20 twenty percent, up to and including to total maximum reduction in the Daily Quantity of six percent (6%). The Recycling Incentive will be calculated within thirty (30) days of the Effective Date of this agreement. The Recycling Incentive shall be re-calculated each July during the term of this Agreement and will be capped at a maximum discount of 6% (six-percent). Example calculations are provided in Exhibit C.

12. <u>Uncontrollable Circumstances.</u> Except for the Company's obligations to make payments and to deliver Acceptable Solid Waste (which shall also be abated to the extent that deliveries to the Landfill are prevented by Uncontrollable Circumstances as provided elsewhere in this Agreement), a Party's performance of its obligations hereunder may be suspended or excused, at the discretion of the Director, or by an Uncontrollable Circumstance. In the event of non-performance or suspended performance due to Uncontrollable Circumstances, the Party who cannot perform due to Uncontrollable Circumstances shall immediately give notice to the other Party of the cause or causes of such non-performance or suspension and the anticipated duration thereof. The non-performing Party shall act with due diligence to cure the basis for the non-performance or suspension within the time indicated in the above notice, and, to the extent feasible, the Parties shall cooperate with each other to recommence performance of the affected obligations following the occurrence of any Uncontrollable Circumstance(s). Where a suspension or non-performance lasts, or is likely to last, longer than thirty (30) days, the Parties shall confer and mutually agree upon the extension, modification or termination of this Agreement.

13. <u>Dispute Resolution.</u> Except for those matters that are specifically set forth in 14.a (1) and (2), all other disputes which involve a claim that a Party has failed to observe or perform any term, provision or condition of this Agreement shall be subject to the dispute resolution process set forth herein. Such matters shall be presented in writing, and the Parties by their designated representatives shall meet, confer and discuss such disputes and possible resolutions within fifteen (15) days after presentation unless the Parties agree otherwise. The representatives thereafter shall again meet, confer and discuss the disputed issues within fifteen (15) days after the conclusion of the first meeting and shall reduce to writing their points of agreement, points of disagreement, and recommendations. In the event the dispute is not resolved, the Parties may, by mutual consent, agree to arbitrate. If they are unable to agree to arbitration, before any Party litigates the matter in court or takes any other action authorized by this Agreement, the parties shall first submit the matter to mediation or both Parties shall waive the obligation to mediate. If the Parties agree to arbitration, such matter shall be binding, as the Parties may at that time agree and the following rules shall apply:

a. Subject to any recognized privilege, discovery shall be available to each Party to the arbitration as it would be available in the Circuit Court of Greene County, under the Missouri Rules of Civil Procedure, in effect at the time the Parties agree to arbitration. Notices, time periods and other procedural matters shall be governed by the Rules of Civil Procedure, which shall be enforced by the Arbitrator in the same manner as in the Circuit Court.

b. A pre-hearing conference shall be held not sooner than sixty (60) days after the filing of the answer, at which time a pre-hearing summary shall be filed by each Party, setting forth all claims and counterclaims with specificity, all witnesses expected to be called at the hearing, all documents proposed to be introduced, and all items of claimed damages including dollar amount therefore.

c. All discovery and amendments to the pre-hearing summary shall be concluded thirty (30) days prior to the arbitration date. Failure to provide the foregoing discovery and disclosure shall render any claim supported by witnesses or documents not so disclosed, excludable by the arbitration panel in its discretion.

d. In the event of any arbitration demanded by one Party and agreed to by the other Party, each Party shall select an arbitrator, and the two so selected shall select a third. The decision of a majority of the arbitrators shall be the decision of the panel. The City and the Company will each be responsible for one-half of the fees of the arbitrators and administrative costs of the arbitration.

e. The arbitrators shall render a written decision, with conclusions of law and findings of fact, breaking down the items of any award on the claim or counterclaim in sufficient detail, to enable the Parties to seek any grant reimbursement as may be available. The decision of the arbitration panel shall be final, if the Parties agree in advance, in writing, to submit the controversy to binding arbitration.

14. Breach of Agreement.

a. Material Breach.

(1) **Company.** The following shall constitute a material breach by the Company: (i) failure to maintain or provide the letter of security in the amount(s) or form required herein, (ii) failure of the bonding company to honor the amount(s) of security as and when due hereunder, (iii) an assignment or delegation of this Agreement in violation of Section 18.a, (iv) failure to pay for or deliver the Required Tonnage as required under this Agreement if the bonding company fails to honor the amounts then owed by the Company as and when due hereunder, (v) failure to provide the insurance as required herein, and (vi) a material misrepresentation of or material violation of any of the Company representations or warranties set forth in Section 3.a.

(2) **City.** The following shall constitute a material breach by the City: (i) failure of the City to operate the Landfill unless otherwise excused by this Agreement, (ii) enactment or adoption of Flow Control except as otherwise provided in Section 10 or (iii) a material misrepresentation of, or material violation of any of the City's representations or warranties set forth in Section 3.b and such material misrepresentation or violation has a material adverse effect on the Company or the City's ability to perform its obligations hereunder.

(3) **Procedure.** Prior to pursuing any of the remedies for a material breach, the Party declaring the breach shall provide the other Party written notice of the breach giving the breaching party seven (7) calendar days to cure the breach unless the circumstances require a shorter notice. If the breach is not cured within seven (7) calendar days of such notice or sooner, as the case may be, the non-breaching Party shall have the right without further notice to pursue the remedies set forth in this section.

b. Remedies.

(1) **City.** The remedies for a material breach by the Company as set forth above are limited to the following: (i) termination, (ii) damages for the remainder of the term, or (iii) specific performance. In determining damages the Parties agree that a material consideration with respect to this Agreement, is the City's agreement to forgo enactment of Flow Control during the term of this Agreement, in exchange for financial stability of the City ISWMS programs by the Company agreeing to deliver or pay for the Required Tonnage for the term of the Agreement, as required by this Agreement.

(2) **Company.** The remedies for a material breach by the City of Subsection 14.a.(2)(i) is limited to termination of this Agreement. The remedies for a material breach by the City of Subsections 14.a.(2)(ii) and (iii) shall be limited to specific performance; provided, however, that if a court of competent jurisdiction determines that specific performance is not available for such a material breach, the Company shall be entitled to recover its damages (which in the case of (ii) shall include the Company's increased costs as a result of the enactment of Flow Control for the remainder of the term).

c. **Other Breaches.** Except for a material breach as specified above in 14.a, all other claims that a Party has breached this Agreement by failing to observe or perform any term, provision or condition of this Agreement, shall be first subject to the dispute resolution process set forth in this Agreement before any other action is taken in court to resolve the dispute. The remedy for any such breach shall not include termination of this Agreement.

d. **Waiver.** No waiver of any violation, breach, default, act or omission shall be deemed or construed by a court of law or equity to constitute a waiver of any other violation, breach, default, act or omission.

e. **Remedies Cumulative.** The rights and remedies granted to the City in the event of a breach are cumulative. Accordingly, the exercise of any such rights or remedies shall not prevent the City from taking action or seeking relief, at law or in equity, and otherwise as authorized by this Agreement.

15. Insolvency, Bankruptcy, Receivership.

a. The Parties acknowledge that the obligations of the Company under this Agreement are vital and critical to the City. Therefore, if the Company becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver appointed for the benefit of creditors, the City may request a written statement from the Company or its surety describing in reasonable detail the arrangements that have or will be made to continue operations under the terms and conditions of this Agreement. If the Company or its surety does not provide such statement within ten (10) calendar days after the City's request, the City may declare the Company in default and terminate this Agreement.

b. If the Company files a petition under any bankruptcy statute or is the debtor in any involuntary bankrupt cy case that is not dismissed within sixty (60) calendar days after the petition commencing the case has been filed, the Company and the City agree, if permitted by applicable law, to the entry of a stipulated order in the Company's bankruptcy case granting the Company ten (10) calendar days from the date of the order to assume or reject this Agreement.

16. Indemnity.

a. **Indemnity by Company.** The Company agrees to indemnify, hold harmless, and defend the City from and against any and all liabilities, claims, penalties , forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees) (collectively, "Losses"), which the City may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property , contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, to the extent caused by (i) the Company's breach of any term or provision of the Agreement, or (ii) by the negligent acts or omissions or willful misconduct of the Company , its employees, or its subcontractors in the performance of this Agreement ; provided , however, that the indemnification obligations of the Company hereunder shall not exceed the insurance obligations specified in Section 17 of this Agreement unless such indemnification claim is based on the willful misconduct of the Company or contamination of or adverse effects on the environment, or any violation of Applicable Laws.

b. **Indemnity by the City.** In lieu of indemnity, the City shall secure insurance in the amounts specified in this Agreement and shall maintain such insurance throughout the term of this Agreement.

c. **Survival.** The provisions of this Section shall survive termination of this Agreement for a period of two (2) years, provided that there shall be no time limitation on any indemnity claim relating to contamination of or adverse effects on the environment, or any violation of Applicable Laws, to the extent caused by (i) either Party's breach of any term of provision of this Agreement, or (ii) by the negligent acts or omissions or willful misconduct of either Party, its employees, or its subcontractors in the performance of this Agreement.

17. Insurance.

a. Company Coverage.

(1) The Company shall obtain, maintain and pay for the insurance coverage specified in this Section from generally recognized financially responsible insurers that are approved by the City and licensed in the state of Missouri and whose claims paying ability is rated not less than "A" by A.M. Best Company, Inc., at all times during the term of the Agreement. Such insurance must fully protect the City from any and all claims, risks and losses in connection with any activity performed by the Company under this Agreement, except Uncontrollable Circumstances, unless otherwise designated as insurable events hereunder. Each policy must provide for thirty (30) days prior written notice by the insurer to the City, and the Company shall give the City thirty (30) days prior written notice of any cancellation, reduction, modification or change in coverage or deductibles required under this Section.

(2) Company shall maintain, at its own cost and expense, and furnish to the City certificates attesting to the existence of policies of workers' compensation insurance providing statutory benefits and $1,000,000 of employer's liability coverage, and any combination of primary and excess insurance, providing commercial general liability insurance, including completed operations coverage, with policy limits of not less than $10,000,000 each occurrence for bodily injury or death and $10,000,000 each occurrence for property damage liability and automobile insurance with policy limits of not less than $10,000,000 per accident for bodily injury or death or property damage liability. Each such policy and certificate shall (i) show the City, its employees and agents as additional insured's, as applicable, (ii) provide that the Company's coverage shall be primary in all instances with respect to such Party's insurance, and (iii) contain a standard cross

liability and severability clause and a statement of the insurer's obligation to notify the City at least thirty (30) days prior to cancellation of any policy covered hereunder.

b. **City Coverage.** The City shall maintain, at its own cost and expense, workers' compensation for its employees as required by Missouri law. It shall obtain general liability insurance with policy limits of not less than $5,000,000 each occurrence for bodily injury or death and $5,000,000 each occurrence for property damage liability and automobile insurance with policy limits of not less than $2,000,000 per accident for bodily injury or death or property damage liability. Each such policy and certificate shall require the carrier to notify to the Company (i) at least thirty (30) days in advance of any change or cancellation in the policy.

18. General Provisions.

a. **Assignment; Binding Effect.** The Company shall not assign or delegate any of its rights or obligations hereunder without the prior written consent of the City, which consent shall not be unreasonably withheld after giving full consideration to the financial condition of the acquirer or assignee of such controlling interest; provided, however, that nothing contained herein shall require the prior written consent of the City if the Company sells its transfer station, provided that the purchaser replaces the Company's Letter of Credit, assumes this Agreement and provides proof that it has minimum total assets of Fifty Million Dollars ($50,000,000), which documentation shall be provided in writing ; and provided further, however, if the sale is required by the Justice Department of the United States or the Attorney General of the State of Missouri no such approval shall be required . This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Notwithstanding the foregoing, either Party may assign this Agreement to an entity that directly or indirectly controls, is controlled by, or is under common control of or with a Party.

b. **Entire Agreement.** This Agreement constitutes the entire and complete under- standing and final expression of the parties with respect to the subject matter it contains, and supersedes all prior or contemporaneous agreements, understandings, arrangements, commitments and representations, whether oral or written. No provision of this Agreement may be changed, modified or waived except by written instrument signed by both Parties.

c. **Severability.** If any provision contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in effect and bind the Parties.

d. **Waiver.** No delay or failure to exercise a right under this Agreement shall impair such right or be construed as a waiver thereof. Such right may be exercised from time to time and as often as may be deemed expedient. A waiver or consent by a Party on any occasion is effective only then, and will not prevent the Party from exercising the right or insisting on strict performance, as the case may be, on another occasion.

e. **Jurisdiction and Venue.** The Parties agree that proper venue for any judicial proceeding for any case, claim or controversy arising out of the interpretation, application or enforcement of this Agreement, or breach thereof, shall be exclusively in Greene County, Missouri. The Company hereby agrees to submit to service of process in Missouri and to the jurisdiction of the circuit court in and for said county.

f. **Change in Law.** The law as it exists on the Effective Date shall control and a Change in Law on or after the Effective Date shall not alter, change or modify the terms of this Agreement except as otherwise provided in this Agreement. Without any limitation on the foregoing, beginning on the Effective Date and continuing for a period of ten (10) years thereafter, regardless of whether this Agreement is sooner terminated, no Change in Law with respect to Flow Control shall affect whatever rights and obligations the parties have on the Effective Date.

g. **Interpretation**. The title to sections and subsections to this Agreement shall not be used in the interpretation of the meaning of this Agreement since such titles are intended only as a reference and are not to be considered as substantive.

h. **Notice.** All approvals, requests, reports, notices, communications or other materials or information required or permitted to be made or given by a Party to the other Party hereunder shall be in writing and shall be given by hand delivery, by means of the U.S. Postal Service (certified mail, return receipt requested), or by overnight delivery service that provides evidence of receipt as part of the service, as follows:

If to the City, delivered or addressed to:

City Clerk of the City of Springfield, Missouri
840 Boonville Avenue
Springfield, MO 65804

with a copy to:

City Attorney of the City of Springfield, Missouri
840 Boonville Avenue
Springfield, Mo 65804

If to the Company, delivered or addressed to:

Waste Corporation of Missouri, LLC
2120 W. Bennett Street
Springfield, MO 65807
Attention: Randy Thompson, District Manager

with a copy to:

WCA Waste Corporation
1330 Post Oak Blvd., 7th Floor
Houston, TX 77056
Attention: Michael Roy, Senior Vice President – General Counsel

Any notice, etc., so given shall be deemed effective on the day it is delivered. IN WHINESS WHEREOF, the Parties, by their duly authorized officers, have executed this Agreement as of the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

By:_____

WASTE CORPORATION OF MISSOURI, LLC
a/k/a WCA OF MISSOURI, LLC

By:_____
Michael A. Roy, Vice President,
General Counsel & Secretary

Exhibit A
Tonnage Schedule

Daily Tonnage

Commencement Date	Quantity
Effective Date	190.0

Exhibit B

Current Customers of the Springfield Landfill

Current Customer Name	Floor Tons/Day	Current Customer Name	Floor Tons/Day	Current Customer Name	Floor Tons/Day
City of Springfield Building Maint./	0	Garretson's Trash Service LLC	0	Stanphill Sanitation LLC	0
City of Springfield Fire Departmen	0	Glenstone Market Place LLC	0	Stiles Roofing, Inc.	0
City of Springfield Health Departm	0	Greene County C&D	0	Storee Construction	0
City of Springfield Health Dept.-Ar	0	Greene County Sheriff Office	0	Sunbelt Environmental Services	0
City of Springfield Landfill	0	Greene County-HWY	0	SWITZER, THOMAS	0
City of Springfield Northwest Bios	0	Greene County-HWY-GW	0	Taylor-Made Roofing LLC	0
City of Springfield Planning-Econo	0	Greenway Recycling	0	Terry's Trash Services*****	0
City of Springfield Police Departm	0	Greenworks Disposal & Recyclin	0	Timken SMO	0
City of Springfield Public Schools/(	0	Halfway Packing****	0	TMI Coatings, Inc	0
City of Springfield Public Works - T	0	Hanson Roofing	0	Truck Component Services	0
City of Springfield Public Works-O	0	Hartman & Co., Inc.	0	Waste Corporation of Spfd.	0
City of Springfield Purchasing	0	HEMBREE TRASH SERV-VIRGIE/JOE	0	Webster County Excavating LLC*	0
City of Springfield PW-PG-Arborist	0	HEMBREE TRASH SERV-WILLIAM	0	WEST POLK SANITATION	0
City of Springfield PW-PG-Right of	0	Hometown Disposal Inc.	0		
City of Springfield PW-PG-Street C	0	Hunter Chase & Associates	0		
City of Springfield PW-PG-Water W	0	Industrial Petroleum	0		
City of Springfield Recycling Cente	0	J & J REFUSE SERVICE	0		
City of Springfield Sewer Mainten	0	J & T SERVICES	0		
City of Springfield Southwest Trea	0	J.M.S. Construction Inc.	0		
City of Springfield Street Departm	0	JACKSON REFUSE SERVICE	0		
City of Springfield Yardwaste Reyc	0	JBC Tire & Service Centers	0		
A-1 Disposal	0	Jeff Asbell Excavating & Trk	0		
ADM Alliance Nutrition***	0	JL Disposal	0		
Advantage Waste****	0	Joe's Tire Shop	0		
Agape Boarding School	0	Johnson Company, Inc	0		
All American Waste Solutions**	0	Jonathan's Construction	0		
Allied Waste Services	0	JTL Landscaping****	0		
AM Roofing, LLC	0	Just Dump It, LLC	0		
American Remediation & Re*****	0	Karmann Refuse	0		
Ark Wrecking	0	Kenneth Teague Roofing	0		
Arvind Patel***	0	King & King Enterprises	0		
Automated Waste Services	0	Leigh Environmental LLC	0		
Ball Paving Inc	0	Liberty Roofing*****	0		
BARNEY'S	0	Marck Recycling Services	0		
Beacon Refuse	0	Methvin Sanitation Inc.	0		
Black Oak Organics*****	0	MFA Oil CO	0		
BMI *****	0	Micham Roofing	0		
Bottorff Construction****	0	MID-AMERICA ENVIRONMENTAL	0		
Branson Heights Inc.*****	0	Mid-America Roll Off*****	0		
BSW Waste Services LLC	0	Midwest Env. Consultants Co.	0		
Bubba's Disposal	0	Midwest MO Contractors	0		
BUBBA'S TRASH SERVICE	0	MIKE'S TRASH HAULING****	0		
Bulk Waste*****	0	MISSOURI TIRE RECYCLING	0		
Bumgarner, Jerry, Trucking	0	MO Supermarket Builders*****	0		
Buzzard Waste Services	0	MO Transportation Department	0		
Cash Customer	0	MOORE'S TRASH SERVICE,LLC	0		
Central Garden & Pet	0	Nestle Purina Petcare	0		
City of Ava***	0	New Horizons Enterprises	0		
City of Branson	0	OMS North	0		
City of Marshfield/Motor Co.	0	Ozark Mountain Sanitation-FG	0		
CITY OF WEST PLAINS	0	Ozark Mountain Tire Inc. Dispo	0		
City Utilities	0	Ozark Refuse	0		
Commercial Metals, Co	0	Ozark Refuse	0		
COUNTRY DISPOSAL	0	Parks Dept.	0		
Cox Roofing Co LLC	0	Patriot Disposal	0		
Crossland Construction Co, Inc	0	PENDERGRASS ROOFING	0		
CURRY'S TRASH SERVICE	0	PENDERGRASS TRASH SERVICE	0		
D & J Enterprises***	0	Post Disposal Services	0		
Dairy Farmers of America***	0	Precision Roofing & Siding****	0		
David Rensch Construction	0	Queen City Disposal	0		
Dawson Roofing Services	0	Ragtime Trash Service****	0		
DB Disposal LLC	0	Range Farm LLC	0		
Dodson Brothers Disposal***	0	Reliable Roofing	0		
DON'S WELDING & WASTE TIRE	0	Rice & McMan Construction LLC	0		
Doty Trash Services	42.77	Roof For Less	0		
Environmental Development Ser*	0	S & W Construction	0		
Environmental Works, Inc.	0	Saxton Property Services****	0		
FAIR GROVE TRASH	0	Select Genetics (VOMCP)	0		
Fiber Management*******	0	Seneca Companies	0		
Garretson's Trash Service LLC	0	Show Me Petroleum Equipment Co	0		

Exhibit C

Recycling Incentive:

The Daily Quantity will be reduced by one (1.0%) percent for each five (5.0%) percent documented diversion or Verified Recycling above a baseline diversion rate of twenty (20%) percent from the Waste District. The reduction in Daily Quantity achieved by the Company will be initially calculated within thirty (30) days of the Effective Date of this Agreement and shall be recalculated each July during the term of this agreement. The reduction in Daily Quantity for Verified Recycling will be capped at a maximum of six (6.0%) percent. The reduction will be taken from the Daily Quantity as set for in this Agreement. All tonnage calculations will be based on 307 operating days per year, and/or City of Springfield Fiscal Year if using annual tonnages.

Example Calculation:

Scenario A:

Total City Annual City Recycling Customers =	6,400
Total City Annual City Waste Customers =	20,000
Verified Recycling Participation =	32%

Percent above Baseline = (32% - 20%) = 12.0% above Baseline
This equals a 2.0 percent reduction in Daily Quantity of 190 tons = 3.8 tons.
Updated Daily Quantity = 190 tons – 3.8 tons = 186.2 tons per day

Scenario B:

Total City Annual City Recycling Customers =	7,050
Total City Annual City Waste Customers =	15,000
Verified Recycling Participation =	47%

Percent above Baseline = (47% - 20%) = 27.0% above Baseline
This equals a 5.0 percent reduction in Daily Quantity of 190 tons = 9.5 tons.
Updated Daily Quantity = 190 tons – 9.5 tons = 180.5 tons per day

PERFORMANCE BOND
BOND NO 022222648

KNOW ALL MEN BY THESE PRESENTS, that we, WASTE CORPORATION OF MISSOURI, LLC. (hereinafter called the "Principal"), as Principal, and the LIBERTY MUTUAL INSURANCE COMPANY, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto CITY OF SPRINGFIELD, MISSOURI, (hereinafter called the "Obligee"), in the full and just sum of Five Hundred Thousand and 00/100 ($ 500,000.00), for the payment of which sum well and truly to be made, we the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a (written) agreement (hereinafter called the "Agreement") with the Obligee for Solid Waste Disposal Agreement which Agreement is hereby referred to and made a part hereof as if fully set forth herein;

NOW THEREFORE, the condition of this obligation is such that if the Principal shall well and truly keep all the terms and conditions as outlined in said Agreement then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, this bond is executed by the Surety and accepted by the Obligee subject to the following conditions:

1. No assignment of this bond shall be effective without the written consent of the Surety.
2. This obligation may be terminated by the Surety by thirty (30) days advance written notice to the Obligee, such notice to be sent by registered mail. Such termination shall not affect liability incurred under this obligation prior to the effective date of such termination.
3. PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder that, in the event of any breach of the Agreement on the part of the Principal, a written statement of the particular facts stating the nature of such breach shall be given as soon as reasonably possible by the Obligee to the Surety and the Surety shall not be obligated to perform Principal's obligation until thirty (30) days after Surety's receipt of such statement.
4. No action, suit or proceeding shall be had or maintained against the Surety on this bond unless the same be brought or instituted within sixty (60) days after the termination of release of this bond.
5. Under no circumstances shall the aggregate liability of the Surety exceed the penal sum above stated.
6. This bond shall be effective from April 8, 2019 to April 8, 2020.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be executed and their seals affixed this 6th day of February, 2019.

WASTE CORPORATION OF MISSOURI, LLC.
(Principal)

By: Michael A. Roy, Vice President, General Counsel & Secretary

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: Misty Wright, Attorney-In-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8196830**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deena Bridges, Vanessa Dominguez, Melissa L. Fortier, Michael J. Herrod, Lupe Tyler, Lisa A. Ward, Donna L. Williams, Misty Wright

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of September, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of February, 2019.

By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_062018

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 02-19-19

Sponsored by: McClure

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019 - 052 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 10 – 'Alcoholic Beverages,' Section 10-62. – 'Exception for general merchandise stores, restaurants, and exempt organizations,' to increase the number and expand the area for certain permitted events; amending Chapter 78 – 'Offenses and Miscellaneous Provisions,' Section 78-4. – 'Possession, sale or consumption of alcoholic beverages in public place,' to amend the title of Subsection (c); amending Chapter 106 – 'Traffic and Vehicles,' Section 106-50. – 'Use of City right-of-way during Artsfest'; and including a provision to sunset this Ordinance on December 31, 2019.

_____

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

NOTE: Added language is underlined, deleted language is ~~stricken.~~

Section 1 – The Springfield City Code, Chapter 10 – 'Alcoholic Beverages,' Section 10-62. – 'Exception for general merchandise stores, restaurants, and exempt organizations,' Subsection (c) is hereby amended as follows:

Sec. 10-62. - Exception for general merchandise stores, restaurants, and exempt organizations.

(c) Upon prior approval of the City Manager, an exempt organization whose premises are located in the area bounded by Mill Street, Jefferson Avenue, Pershing Street and Campbell Avenue may obtain a license for malt liquor containing alcohol not in excess of five percent by weight and light wines containing not in excess of fourteen percent of alcohol by weight by the drink at retail for consumption on the premises where sold.

(1) The exempt organization shall be limited to offering alcohol for consumption during no more than 12 hours per day and for no more than 3 days per week and at permitted events. There shall be no more than twelve (12) ~~5~~ permitted

events per calendar year for the calendar year 2019. Events where intoxicating liquor is consumed shall be limited to those held by the licensed exempt organization or other exempt organization that has leased or rented the premises from the licensee, except that events held in the Commercial Street area shall be limited to events held by the Commercial Street Community Improvement District or its designee.

(2) An exempt organization described in subsection (c) or its designee may obtain a picnic or caterers license to provide alcohol not in excess of five percent by weight and light wines containing not in excess of fourteen percent of alcohol by weight by the drink at retail.

a. For purposes of ~~Section 10-62(c)(iii)~~ subsections (c)(1) and (c)(2), ~~"premises"~~ permitted events shall be ~~defined as~~ limited to one of the following areas:

(i) the boundary of the area defined as the "Downtown Mall" in section 82-61; ~~of the Springfield City Code, except that the west portion of the mall from Patton Alley to Campbell Avenue shall not be closed and is not included as part of the premises subject to use by the exempt organization or its designee.~~ ("Downtown Mall");

(ii) the boundary of the area defined as the "Downtown Mall" in section 82-61 with the addition of the following right-of-way: extending east from the west right-of-way line of Jefferson and Park Central East, continuing along St. Louis Street to the west right-of-way line of John Q. Hammons Parkway, and extending west from the east right-of-way line of Campbell Avenue and Park Central West, continuing along College Street to the east right-of-way line of Grant Avenue; and the right-of-way along Jefferson Street from the south right-of-way line of Water Street to the south right-of-way line of Olive Street, and the area including the right-of-way along Jefferson Street from the south right-of-way line of Olive Street to the north right-of-way line of McDaniel Street and adjacent City property to the east ("Route 66 Festival Area");

(iii) the area including the right-of-way along Jefferson Street from the south right-of-way line to Olive Street to the north right-of-way line of Park Central East/St. Louis Street;

(iv) the area including the right-of-way along Walnut Street from the west right-of-way line of National Avenue to the east right-of-way line of Kimbrough Avenue ("Artsfest Area"); and

(v) the area including the right-of-way along Commercial Street from the east right-of-way line of Washington Avenue to the west right-of-way line of Grant Avenue ("Commercial Street Area").

b. For purposes of subsection (c)(2), the number of events per year shall be limited as follows:

(i) Downtown Mall Area - no more than seven (7) events per year during the calendar year 2019;

(ii) Route 66 Festival Area - no more than one (1) event during the calendar year 2019;

(iii) Area defined in section 10-62(c)(2)a(iii) – no more than one (1) event during the calendar year 2019;

(iv) Artsfest Area - no more than one (1) event during the calendar year 2019; and

(v) Commercial Street Area – no more than two (2) events during the calendar year 2019.

~~b~~c. All other portions of sections 82-61—82-65 shall remain in effect during the time the Mall is closed under ~~Section 10-62(c)(ii)~~subsection (c)(2).

~~c~~d. During the duration of the event, the prohibition on open containers and public consumption of alcohol as set forth in section 78-4 shall not be in effect within the areas ~~premises~~ defined in subsection 10-62(c)(2)a above, subject to rules and regulations established by the city manager. Any person found guilty of violating the rules and regulations for the areas ~~premises~~ established by the city manager~~,~~ and on file with the city clerk, ~~for the premises~~ shall be punished pursuant to City Code Section 1-7 ~~subject to prosecution under section 78-4~~.

Section 2 - The Springfield City Code, Chapter 78 – 'Offenses and Miscellaneous Provisions,' Section 78-4. – 'Possession, sale or consumption of alcoholic beverages in public place,' Subsection (c) is hereby amended as follows:

Sec. 78-4. - Possession, sale or consumption of alcoholic beverages in public place.

(c) *Exception for sidewalk cafes, ~~premises, and~~ commercial trolley bikes within the Downtown Mall, and permitted event areas exempted for limited duration pursuant to City Code Subsection 10-62(c).* The provisions of this section shall not apply to areas that are licensed as sidewalk cafes pursuant to section 58-54 or areas that are approved for alcohol sales and consumption pursuant to subsection 10-62(c) or the passenger area of commercial trolley bikes licensed as required by section 106-612. The exception for commercial trolley bikes applies only while a passenger is in or on the trolley bike. No person shall remove an open container of any alcoholic beverage from a commercial trolley

bike and transport, carry, possess or have it on a public way or city parking lot. No person shall remove an open container of any alcoholic beverage from a commercial or retail establishment and carry, possess or have it on a public way or city parking lot while on a commercial trolley bike tour.

Section 3 - The Springfield City Code, Chapter 106 – 'Traffic and Vehicles,' Section 106-50. – 'Use of right-of-way during Artsfest,' Subsection (a) is hereby amended as follows:

Sec. 106-50. - Use of city right-of-way during Artsfest.

(a) Authority to issue permits. In order to protect the public health, safety and welfare, to promote the economy of the city, and to provide an orderly process for the use of limited city right-of-way, the city council hereby delegates to the Springfield Regional Arts Council the right to license all persons using city rights-of-way during the annual Artsfest within those areas described in Section 106-49. This delegation of authority to Springfield Regional Arts Council shall not include a delegation of authority to license the sale of any alcoholic beverages at Artsfest. Such a liquor license may be obtained solely as described in Section 10-62(c).

Section 4 – This Ordinance shall be in full force and effect from and after passage and shall expire and cease to be in effect at midnight on December 31, 2019. This Ordinance may only be revived after that date by passage of a new ordinance setting forth that the provisions of this Ordinance are readopted for the period set forth therein.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2019 - 052

FILED: 02-19-19

ORIGINATING DEPARTMENT: Public Information & Civic Engagement

PURPOSE: To amend the Springfield City Code, Chapter 10 – 'Alcoholic Beverages,' Section 10-62. – 'Exception for general merchandise stores, restaurants, and exempt organizations,' to increase the number and expand the area for certain permitted events; amending Chapter 78 – 'Offenses and Miscellaneous Provisions,' Section 78-4. – 'Possession, sale or consumption of alcoholic beverages in public place,' to amend the title of Subsection (c); amending Chapter 106 – 'Traffic and Vehicles,' Section 106-50. – 'Use of City right-of-way during Artsfest'; and including a provision to sunset this Ordinance on December 31, 2019.

BACKGROUND INFORMATION: Each year since 2011, City Council has reviewed a list of proposed events and an ordinance similar to this one. This year the proposed events include nine downtown events, two Commercial Street events, and ArtsFest. This year's proposed events are:

Downtown

1. Dublin's Pass Shamrox – on Park Central East – March 16, 2019
2. Cinco on the Square – May 3, 2019
3. Artsfest – Walnut Street – May 4-5, 2019
4. Over the Edge – on Jefferson – June 7-8, 2019
5. Birthplace of Route 66 Festival – Aug. 9-10, 2019
6. Craft Beer Bash – September 2019
7. Pridefest 2019 – on the Square – Oct. 12, 2019
8. TBD
9. TBD
10. TBD

C-Street Alcohol Events

1. White River Summer Fest – June 2019
2. SGF CultureFest – September 2019

Festivals celebrating a variety of food, fun and entertainment offerings are becoming a part of what makes Springfield a great place to live. Besides being fun, well-managed festivals and events offer a host of economic and social benefits to communities.

The benefits are similar to those for tourism: the opportunity to bring communities together and instill a sense of community pride and knowledge of their history. The economic benefits of festivals are the easiest to see and the most often cited. Festivals

attract visitors, which stimulates the growth of tourism and other types of business in a town or region.

The social benefits of festivals are less visible, but just as important. Festivals foster community pride, teach people new things, and strengthen relationships. Residents with community pride are more likely to speak positively about their town to others and to volunteer with organizations and activities that support the common good.

An element common to popular music, food and entertainment festivals is the ability to create a distinct, branded boundary within which all of the fun takes place. In that safe and manageable space, event patrons may enjoy participating in the event's activities, including eating and drinking. These types of activities are extremely popular with millennials and have been requested on numerous occasions in citizen surveys and other feedback avenues.

This Ordinance supports the following Field Guide 2030 goal(s): Chapter 3, Economic Development; Major Goal 7, Continue the development and revitalization of center city Springfield.

Submitted by:

Cora Scott,
Director of Public Information
and Civic Engagement

Approved by:

Jason Gage, City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 19
Filed: 02-19-19

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019 - 053 SPECIAL ORDINANCE _____

AN ORDINANCE

TO LEVY AND ASSESS a special tax against the lots, blocks, and parcels of ground hereinafter described and to establish rates to pay for the cost of the construction of sanitary sewers in Joint Sanitary Sewer District No. 78 of Section No. 18, in the general vicinity of Eldon Avenue and San Fernando Drive in Springfield and Greene County, Missouri; providing for inclusion of City properties in said district in the City Sewer Financial Assistance Program; authorizing the City Clerk to issue special tax bills and deliver the same to the Director of Finance to be registered in his office in accordance with this Ordinance; and declaring that this bill qualifies for approval in one reading.

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

Section 1 –- Construction of Joint Sanitary Sewer District No. 78 of Section No. 18 has been completed according to the contract and is hereby accepted from the contractor, Flat Creek Excavating, L.L.C.

Section 2 – The Environmental Services Department, at the direction of the City Manager, has computed the entire cost and expense of the aforesaid improvement, including the cost and expense incurred by the City, to be in the amount of $511,181.20.

Section 3 – The proportionate share of costs for the construction of the joint district sewer on the properties within Joint Sanitary Sewer District No. 78 of Section No. 18 served by the improvements is established at $0.40068417 per square foot.

Section 4 – There is hereby assessed against the lots, blocks, and parcels of ground hereinafter described, special tax bills to pay for the cost of construction of sanitary sewers in Joint Sanitary Sewer District No. 78 of Section No. 18 to be levied and issued as provided for herein.

Section 5 – The Joint Sanitary Sewer District No. 78 of Section No. 18 properties located within the city limits shall be included within the City Sewer Financial Assistance Program under Chapter 98, Article VI, Section 98-286(4)b of the Springfield City Code.

Section 6 – The City Clerk is authorized and directed under the seal of the City of Springfield, Missouri, to issue special tax bills in the name of the City against the hereinafter described lots, blocks, and parcels of ground for the respective amounts assessed against the same to pay for the cost of such construction and deliver the same to the Director of Finance.

Section 7 – Said tax bills shall be payable in 15 equal annual installments becoming due, together with interest at the rate set forth below, on each anniversary date after the issuance thereof for a period of 15 years respectively after the date of issuance of the tax bills; provided, however, that each person paying such tax bills shall have the right to pay the same in part or in full within 30 days after the issuance thereof with no interest and shall have the further right to pay any combination of annual principal payments or the unpaid balance of said tax bills with interest thereon up to the date of payment, within 30 days after the end of any yearly period when any installment is due. In addition to the above, tax bills may be paid in full at any time during the year with interest thereon up to the date of payment.

Tax bills so issued shall be payable in accordance herewith. If any annual installment of principal and interest thereof is not paid within 30 days of the due date, then all the remaining installments with interest thereon shall at once become due and payable, and payment of the entire amount of such tax bill remaining unpaid may be demanded and enforced by the City. The lien thereof shall continue for 16 years from the date of passage of this ordinance, or one year after the last installment becomes due, or until paid in full, or in the event suit is brought to enforce the collection of such special tax bill under such lien, then until the expiration of the litigation.

Section 8 – City Council hereby sets the interest rate on the sewer tax bills to be issued by the City for Joint Sanitary Sewer District No. 78 of Section No. 18 to be the same percentage rate of annual interest that is payable by the United States of America on 10-year treasury notes at the most recent auction before the date of the issuance of the sewer tax bills, as is set forth in Section 88.812 of the Revised Statutes of Missouri.

Section 9 – The City Manager has caused to be computed the entire cost and expense of the aforesaid improvement, including any cost or expense incurred by the City, and the amounts herein charged, assessed, and levied have likewise been so computed and are assessed and levied ratably against all lots and tracts of land within the district in proportion to the area thereof and are as follows:

Tax Bill No: 53396A

Owner(s): Lacey Reich

Legal Description: ALL OF THE WEST SEVENTY-NINE (79) FEET OF LOT TWO (2), MOORE'S FIRST SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.
(14,220.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	5,697.73
Connection Fee	$	300.00
Total Assessment	$	5,997.73

Tax Bill No: 53397A

Owner(s): Randall Wayne Bell

Legal Description: All of the East 79 feet of the West 158 feet of Lot Two in MOORE'S FIRST SUBDIVISION, a subdivision in the City of Springfield, Greene County, Missouri.
(14,220.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	5,697.73
Connection Fee	$	300.00
Total Assessment	$	5,997.73

Tax Bill No: 53398A

Owner(s): James D. Deaver II and Kimbra S. Deaver

Legal Description: ALL OF THE EAST 79 FEET OF LOT TWO (2) IN MOORE'S FIRST SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
(14,220.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	5,697.73
Connection Fee	$	300.00
Total Assessment	$	5,997.73

Tax Bill No: 53399A

Owner(s): RRRowden LLC

Legal Description: All of the North One-half (N½) of Lot Three (3) in MOORE'S FIRST SUBDIVISION, in the City of Springfield, Greene County, Missouri.

(21,330.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	8,546.59
Connection Fee	$	300.00
Total Assessment	$	8,846.59

Tax Bill No: 53400A

Owner(s): Lawrence Stephen Haefeker

Legal Description: THE SOUTH ONE HALF (S ½) OF LOT THREE (3) MOORE'S FIRST SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
(21,330.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	8,546.59
Connection Fee	$	300.00
Total Assessment	$	8,846.59

Tax Bill No: 53401A

Owner(s): Fourth Bell, LLC

Legal Description: All of the North One-half (N ½) of Lot Four (4) and all of the South One-half (S ½) of vacated Moore's Drive, which abuts said Lot Four (4), all in MOORE'S FURST SUBDIVISION, in the City of Springfield, Greene County, Missouri.
(25,477.50 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	10,208.43
Connection Fee	$	300.00
Total Assessment	$	10,508.43

Tax Bill No: 53402A

Owner(s): Larry W. Harris and Susan C. Harris

Legal Description: All of the South One-half (S ½) of Lot Four (4) in Moore's First Subdivision in the City of Springfield, Greene County, Missouri.
(21,330.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	8,546.59
Connection Fee	$	300.00
Total Assessment	$	8,846.59

Tax Bill No: 53403A

Owner(s): Wanda Mae Lovewell, and Wendell Ray Lovewell,
and Wilma K. Phillips and Edward A. Phillips,
Trustees under the Wilma K. Phillips Living Trust

Legal Description: All of lot 8 and 9 in Huff's First Subdivision, to Greene County, Missouri.
(47,400.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	18,992.43
Connection Fee	$	300.00
Total Assessment	$	19,292.43

Tax Bill No: 53404A

Owner(s): Charles Merrill II and Amy Merrill

Legal Description: All of lots ten (10) and eleven (11) in Huff's First Subdivision, in Greene County, Missouri.
(47,400.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	18,992.43
Connection Fee	$	300.00
Total Assessment	$	19,292.43

Tax Bill No: 53405A

Owner(s): James L. Covey and Connie Hanners

Legal Description: ALL OF LOT TWO (2) AND THREE (3), IN HUFF'S FIRST SUBDIVISION, IN GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.
(47,400.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	18,992.43

Connection Fee	$	300.00
Total Assessment	$	19,292.43

Tax Bill No: 53406A

Owner(s): Clifford James Seidel

Legal Description: All of lots four and five in Huff's First Subdivision, in the City of Springfield, Green County, Missouri
(47,400.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	18,992.43
Connection Fee	$	300.00
Total Assessment	$	19,292.43

Tax Bill No: 53407A

Owner(s): Larry E. Clayton

Legal Description: All of lot twelve (12), Huff's First Subdivision, in Greene County, Missouri, according to the recorded plat thereof.
(23,700.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	9,496.21
Connection Fee	$	0.00
Total Assessment	$	9,496.21

Tax Bill No: 53408A

Owner(s): William C. Redfearn and Donna Redfearn

Legal Description: All of lots six and seven in Huff's First Subdivision, in the City of Springfield, Greene County, Missouri.
(43,904.25 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	17,591.74
Connection Fee	$	300.00
Total Assessment	$	17,591.74

Tax Bill No: 53409A

Owner(s): James Edward Hyatt and Patricia Ann Hyatt,
Trustees of the Joint Revocable Trust Agreement
of James Edward Hyatt and Patricia Ann Hyatt

Legal Description: All of lot thirteen (13), Huff's First Subdivision, in Greene County, Missouri, according to the recorded plat thereof.
(23,700.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	9,496.21
Connection Fee	$	300.00
Total Assessment	$	9,796.21

Tax Bill No: 53410A

Owner(s): Jim Knight

Legal Description: All of the North Seventy-Five feet of lot fourteen, in Huff's First Subdivision, in the City of Springfield, Greene County, Missouri.
(17,775.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	7,122.16
Connection Fee	$	300.00
Total Assessment	$	7,422.16

Tax Bill No: 53411A

Owner(s): Mark Robert McGarry

Legal Description: All of Lot Fourteen (14) except the North Seventy-five (75) feet in HUFF'S FIRST SUBDIVISION, according to the recorded plat thereof, in Greene County, Missouri.
(28,274.10 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	11,328.98
Connection Fee	$	300.00
Total Assessment	$	11,628.98

Tax Bill No: 53412A

Owner(s): Ironhorse Grading, LLC.

Legal Description: All of lots four and five of Van Hise's Addition, Springfield, Greene County, Missouri.
(38,500.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	15,426.34
Connection Fee	$	300.00
Total Assessment	$	15,726.34

Tax Bill No: 53413A

Owner(s): Larry Craigmyle and Angela Craigmyle

Legal Description: All of lot three (3), in Van Hise's Addition, to the City of Springfield, Greene County, Missouri.
(14,437.50 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	5,784.88
Connection Fee	$	300.00
Total Assessment	$	6,084.88

Tax Bill No: 53414A

Owner(s): Breanna Keith

Legal Description: Lot Two (2), Van Hise's Addition, to the City of Springfield, Greene County, Missouri, according to the recorded plat thereof.
(14,437.50 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	5,784.88
Connection Fee	$	300.00
Total Assessment	$	6,084.88

Tax Bill No: 53415A

Owner(s): Rebecca Foster Bender

Legal Description: All of lot one, in Van Hise's Addition, Springfield, Greene County, Missouri.
(14,437.50 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	5,784.88
Connection Fee	$	300.00
Total Assessment	$	6,084.88

Tax Bill No: 53416A

Owner(s): Jami L. Hyatt

Legal Description: All of lot eighteen (18) in Huff's First Subdivision, in Greene County, Missouri.
(22,200.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	8,895.19
Connection Fee	$	300.00
Total Assessment	$	9,195.19

Tax Bill No: 53417A

Owner(s): Mid-Continent Marco, Inc.

Legal Description: All of Lot Seventeen (17), huff's First Subdivision, in Greene County, Missouri.
(22,200.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	8,895.19
Connection Fee	$	0.00
Total Assessment	$	8,895.19

Tax Bill No: 53418A

Owner(s): Riverdale Properties

Legal Description: All of lot sixteen (16), Huff's First Subdivision, in the City of Springfield, Greene County, Missouri.
(22,200.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	8,895.19
Connection Fee	$	300.00
Total Assessment	$	9,195.19

Tax Bill No: 53419A

Owner(s): April Goodman

Legal Description: All of Lot 15 in Huff's First Subdivision, Greene County, Missouri. (22,200.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	8,895.19
Connection Fee	$	300.00
Total Assessment	$	9,195.19

Tax Bill No: 53420A

Owner(s): Daniel Richardson and Diana Richardson

Legal Description: Lot Five (5), Moore's First Subdivision, a subdivision in the City of Springfield, Greene County, Missouri, According to the recorded plat thereof. (43,560.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	17,453.80
Connection Fee	$	300.00
Total Assessment	$	17,753.80

Tax Bill No: 53421A

Owner(s): Christopher D. Wilson and Heather Wilson

Legal Description: BEGINNING AT THE SOUTHWEST CORNER OF LOT SIX (6), IN MOORES 1ST SUBDIVISION IN GREENE COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF LOT SIX (6) 75 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT SIX (6), 144.54 FEET; THENCE SOUTHERLY, 75 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT SIX (6), SAID POINT BEING 145.5 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT SIX (6), 145.5 FEET TO THE POINT OF BEGINNING. (10,876.50 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	4,358.04
Connection Fee	$	300.00
Total Assessment	$	4,658.04

Tax Bill No: 53422A

Owner(s): Laura L. Printy

Legal Description: BEGINNING AT THE NORTHWEST CORNER OF LOT SIX (6) IN MOORE'S 1ST SUB DIVISION IN GREENE COUNTY, MISSOURI, THENCE EAST ALONG THE NORTH LINE OF SAID LOT SIX (6), 143.2 FEET, THENCE SOUTHERLY 104.7 FEETTO A POINT 144.54 FEET EAST OF THE WEST LINE OF SAID LOT SIX (6), THENCE WEST, PARALLEL WITH, AND 75 FEET NORTH OF THE SOUTH LINE OF SAID LOT SIX (6), 144.54 FEET TO THE WEST LINE OF SAID LOT SIX (6), 105.9 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART THEREOF DEEDED, TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.
(15,077.57 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	6,041.34
Connection Fee	$	300.00
Total Assessment	$	6,341.34

Tax Bill No: 53423A

Owner(s): Larry L. Marble and Judy L. Marble

Legal Description: All of the North One Half (N1/2) of the East Ninety (90) feet of Lot Six (6) MOORE'S FIRST ADDITION, in the City of Springfield, Greene County, Missouri.
(8,100.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	3,245.54
Connection Fee	$	300.00
Total Assessment	$	3,545.54

Tax Bill No: 53424A

Owner(s): Kristine White

Legal Description: ALL OF SOUTH HALF (S1/2) OF THE EAST NINETY (90) FEET OF

LOT SIX (6), MOORE'S FIRST SUBDIVISION IN GREENE COUNTY, MISSOURI, ALSO: BEGINNING AT A POINT 90 FEET WEST OF THE SOUTHEAST CORNER OF LOT SIX (6) IN MOORE'S FIRST SUBDİVISİON IN SPRINGFIELD, GREENE COUNTY, MISSOURI, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT SIX (6), 6.5 FEET THENCE NORTHERLY 90 FEET MORE OR LESS, TO A POINT ON THE LINE DIVIDING SAID LOT SIX (6) INTO NORTH AND SOUTH HALVES, SAID POINT BEING 97.65 FEET WEST OF THE EAST LINE OF SAID LOT SIX (6), THENCE EAST ALONG SAID LINE DIVIDING SAID LOT SIX (6) INTO NORTH AND SOUTH HALVES, 7.65 FEET, THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT SIX (6), 89.85 FEET TO THE POINT OF BEGINNING, SUBJECT TO ANY PART THEREOF, TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES.
(8,736.70 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	3,500.66
Connection Fee	$	300.00
Total Assessment	$	3,800.66

Tax Bill No: 53425A

Owner(s): Mark L. Liles and Kacey Liles

Legal Description: BEGINNING AT THE SOUTHEAST CORNER OF LOT FIVE (5), IN MOORE’S FIRST SUBDIVISION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, THENCE EAST 179 FEET, THENCE NORTH 395 FEET, THENCE WEST 179 FEET, THENCE SOUTH 395 FEET TO THE PLACE OF BEGINNING, ALL IN THE CITY OF SPRINGFIELD, GREENE CCOUNTY, MISSOURI, EXCEPT ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES.
(70,705.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	28,330.37
Connection Fee	$	300.00
Total Assessment	$	28,630.37

Tax Bill No: 53426A

Owner(s): Jennifer Hunt

Legal Description: All of the North 392.7 feet of the Southwest of the Southeast of Section 5, and the South 2.3 feet of the Northwest of the Southeast of Section 5, Township 29, Range 22. Except the West 930 feet thereof and Also Except the North

186 feet of the East 142 feet thereof and except any part taken, deeded or used for road or highway purposes.
(131,656.40 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	52,752.64
Connection Fee	$	300.00
Total Assessment	$	53,052.64

Tax Bill No: 53427A

Owner(s): Riverdale Properties

Legal Description: Commencing Sixty-nine (69) feet North and Two Hundred Forty-four (244) feet West of the Southeast Corner of the Southwest Quarter (SW-1/4) of the Southeast Quarter (SE-1/4) of Section Five (5), Township Twenty-nine (29), Range Twenty-two (22), in the City of Springfield, Greene County, Missouri, thence North 869 feet; thence East 356.5 feet to the place of beginning, all in the City of Springfield, Greene County, Missouri, except that part in highway or roads.
(40,173.00 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	16,096.69
Connection Fee	$	300.00
Total Assessment	$	16,396.69

Tax Bill No: 53428A

Owner(s): Clarence Luttrell and Paulette Luttrell

Legal Description: ALL OF THE NORTH ONE HUNDRED EIGHTY-SIX (186) FEET OF THE EAST ONE HUNDRED FORTY-TWO (142) FEET OF THE FOLLOWING: THE NORTH 392.7 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH 2.3 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION FIVE (5) IN TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22), IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, RECORDED AT BOOK 1413, PAGE 0475, IN THE RECORDER'S OFFICE OF GREENE COUNTY, MISSOURI.
(26,738.60 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	10,713.73
Connection Fee	$	300.00
Total Assessment	$	11,013.73

Tax Bill No: 53429A

Owner(s): City of Springfield

Legal Description: North one-half of Lot 1 of Moore's First Subdivision, and the vacated 35 foot platted street lying between Lots 1 and 2 of Moore's First Subdivision in Section 5, Township 29, Range 22, in the City of Springfield, Greene County, Missouri, recorded at Book 11, page 485, in the Recorder's office of Greene County, Missouri.
(25,595.90 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	10,255.87
Connection Fee	$	0.00
Total Assessment	$	10,255.87

Tax Bill No: 53430A

Owner(s): City of Springfield

Legal Description: ALL OF LOT 1 IN HUFF'S FIRST SUBDIVISION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, RECORDED AT BOOK 7, PAGE 1393, IN THE RECORDER'S OFFICE OF GREENE COUNTY, MISSOURI AND ALL OF THE SOUTH ONE-HALF OF LOT 1 IN MOORE'S FIRST SUBDIVISION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, RECORDED AT BOOK 11, PAGE 485, IN THE RECORDER'S OFFICE OF GREENE COUNTY, MISSOURI.
(45,027.97 sq. ft.)

Square Foot Assessment (Joint District 78 of Section 18)	$	18,041.99
Connection Fee	$	0.00
Total Assessment	$	18,041.99

Section 10 - Said sanitary sewer has been completed according to the contract therefor and is hereby accepted from the contractor, Flat Creek Excavating, L.L.C. The total cost of construction of said sanitary sewer, including any cost or expense incurred by the City, is $511,181.20, and the total amount assessed for the payment of said construction is $511,181.20. As provided for by Special Ordinance 27046, passed by City Council on May 7, 2018, and Special Ordinance 27022, passed by City Council on April 9, 2018, the rate of assessment levied against each property in the district is in proportion to the square footage of the property. This rate of assessment is $400.68417 per thousand square feet.

Section 11 – This Ordinance is for a public improvement for which special tax bills are to be issued and so qualifies as a one-reading bill under City Charter Section 10.15. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-053

FILED: 02-19-19

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To levy and assess a special tax against the lots, blocks, and parcels of ground hereinafter described and to establish rates to pay for the cost of the construction of sanitary sewers in Joint Sanitary Sewer District No. 78 of Section No. 18, in the general vicinity of Eldon Avenue and San Fernando Drive in Springfield and Greene County, Missouri; providing for inclusion of City properties in said district in the City Sewer Financial Assistance Program; authorizing the City Clerk to issue special tax bills and deliver the same to the Director of Finance to be registered in his office in accordance with this Ordinance; and declaring that this bill qualifies for approval in one reading.

BACKGROUND:

1. The project was scheduled for construction as part of the City's Tax Bill sewer construction program, as established in Resolution 7995, to eliminate septic tanks within the City limits and to encourage economic vitality and infill by providing sanitary sewer service. This project is funded by sewer improvement bonds that are already budgeted. It makes sewer available to 35 tracts, which eliminates 33 septic systems from within the City limits of Springfield and supports economic vitality as public sewer makes these lots available for redevelopment.

2. Special Ordinance 26662, passed by City Council on November 9, 2015, established and defined the boundaries for Sanitary Sewer District No. 78 of Section 18. Special Ordinance 27021, passed by City Council on March 26, 2018, amended Special Ordinance 26662 to redefine and rename Joint Sanitary Sewer District No. 78 of Section No. 18.

3. Plans, specifications, and a cost estimate were prepared by Environmental Services and are on file in the Director's office.

4. Wastewater from this district will flow to the Northwest Treatment Plant.

5. The project was advertised in *The Daily Events* on January 30, 2018, through February 3, 2018.

6. Bids were opened in the Busch Building on March 1, 2018, at 10:30 a.m. The following bids were received:

CONTRACTOR	BID AMOUNT
Flat Creek Excavating, L.L.C.	$531,645.24

Hartman & Company, Inc.	$715,993.66
Hamilton and Dad, Inc.	$729,002.33
Rosetta Construction, L.L.C.	$885,225.36
Bennett, Inc.	$1,368,555.41
Engineer's Estimate	$684,385.91

7. The lowest responsible and responsive bidder for Joint Sanitary Sewer District No. 78 of Section No. 18 was Flat Creek Excavating, L.L.C., a local contractor.

8. Ordinance 27022, passed by City Council on April 9, 2018, declared it necessary to construct sanitary sewers in Joint Sanitary Sewer District No. 78 of Section No. 18.

9. Ordinance 27022 was published in *The Daily Events* on April 15, 2018, through April 19, 2018. The Ordinance was also posted in three locations within the district. A valid remonstrance was not filed.

10. Special Ordinance 27046, passed by City Council on May 7, 2018, accepted the bid of Flat Creek Excavating, L.L.C., in the amount of $531,645.24.

11. Construction has been completed and the project has been inspected and approved. The actual total cost of construction, including any cost or expense incurred by the City, is $511,181.20.

12. The joint district rate based on actual construction costs for Joint Sanitary Sewer District No. 78 of Section No. 18 is $0.40068417 per square foot of property owned.

13. The City will hold the tax bills for all properties inside the City limits and within the district at 2.71 percent interest for 15 years.

14. Programs are available to assist property owners within the City limits with the costs associated with the sewer tax bill and sewer hookup. The City Sewer Financial Assistance Program offers single-family residential property owners a maximum cap per tract on the tax bill amount. The Clean Water Services Division of the Department of Environmental Services offers a low-interest loan to help with costs for hookup to the sewer. The Sanitary Sewer Installation and Connection Assistance Program offers two types of assistance for low- and moderate-income families: a deferred, no-interest loan for sewer hookup costs and a direct grant to offset the cost of the tax bill. The City also provides a 15-year payback arrangement for tax bill costs with interest based on the ten-year United States treasury notes.

15. Letters have been mailed to property owners in the district with information regarding their tax bill amount and available assistance programs to those within the City limits.

16. This Ordinance is for a public improvement, where a special tax bill is issued, and should be a one-reading bill under City Charter Section 10.15.

REMARKS: Environmental Services recommends passage of this Ordinance.

Submitted by:

Ron Petering
Assistant Director of Environmental Services

Recommended by:

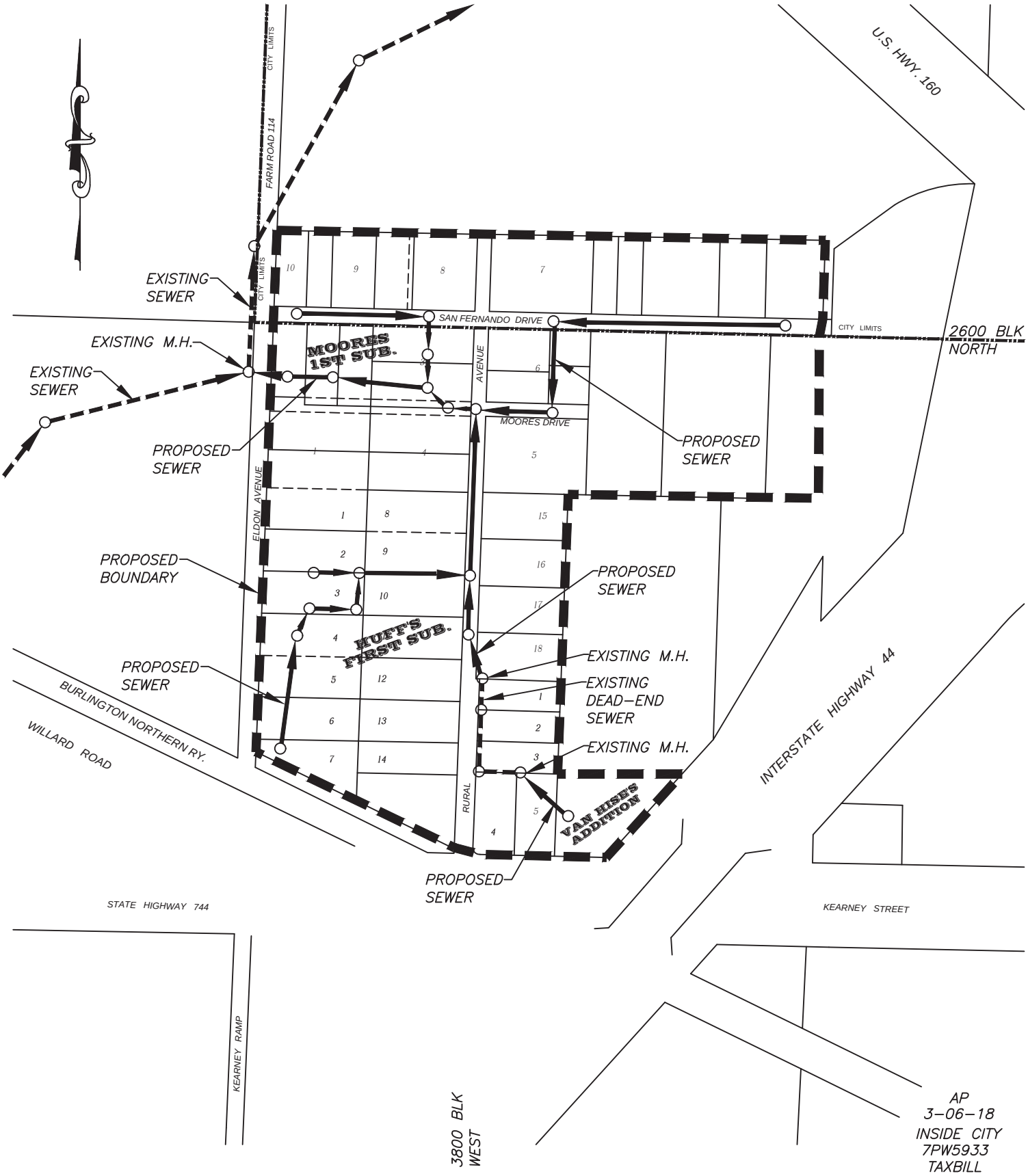
Errin Kemper
Director of Environmental Services

Approved by:

Jason Gage
City Manager

Exhibit A

SANITARY SEWERS
JOINT DISTRICT 78 OF SECTION 18



One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed: 02-19-19

Sponsored by: Simpson

COUNCIL BILL 2019- 054 RESOLUTION _____

A RESOLUTION

CONFIRMING the appointments of Corey Wiemann, Bob Jakubeck and the reappointment of Robert Green to the Board of Directors of the James River Commons Community Improvement District. (Staff recommends approval.)

WHEREAS, on December 12, 2005, the City Council of the City of Springfield, Missouri passed Special Ordinance 24910 which established the James River Commons Community Improvement District (CID); and

WHEREAS, on September 29, 2008, City Council passed Special Ordinance 25484 which renewed and extended the existence of the James River Commons CID; and

WHEREAS, the James River Commons CID petition established the qualifications and representation requirements for appointing the members of the Board of Directors for the James River Commons CID; and

WHEREAS, there is presently a need to appoint three members to the Board of Directors; and

WHEREAS, the Mayor of the City of Springfield, Missouri, with the advice and consent of the City Council, may appoint the James River Commons CID Board members.

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

Section 1 – The Mayor, with the advice and consent of City Council, hereby appoints Robert Green, Corey Wiemann and Bob Jakubeck to the position of members of the Board of Directors of the James River Commons CID, with the appointment of Corey Wiemann to conclude a term ending May 25, 2019, and thereafter to a new term to end May 25, 2023; Bob Jakubeck to conclude a term ending May 28, 2020; and reappoint Robert Green whose current term expires May 25, 2019, to a new term expiring May 25, 2023.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL: 2019-054

FILED: 02-19-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To confirm the appointment of Bob Jakubeck and Corey Wiemann, and the reappointment of Robert Green to the James River Commons Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the James River Commons Community Improvement District (CID), the City Council must confirm appointments to the CID Board of Directors. The CID Board of Directors recommends the following appointments and reappointments to the Board:

Seat	Name	Current Term Expires	New Term Expires	Notes
1	Robert Green	5/25/2019	5/25/2023	Reappointment to new term upon expiration of current term
2	Corey Wiemann	5/25/2019	5/25/2023	New appointment to remainder of current term and to new term
4	Bob Jakubeck	5/28/2020	N/A	New appointment to remainder of current term

REMARKS: The abovementioned appointees are authorized representatives of a real property owner in the District and are thus qualified to serve on the CID Board of Directors. Staff recommends approval.

Submitted by:

Matt D. Schaefer, AICP
Senior City Planner

Recommended by:

Mary Lilly Smith, Director

Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed 02-05-19

Sponsored by Ferguson

First Reading _____ Second Reading _____

COUNCIL BILL 2019- 034 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the conveyance of real property generally located at 2332 North Lyon Avenue to Janey Marie Young; and authorizing the Mayor to execute a Quit Claim Deed for said conveyance.

_____

WHEREAS, the City acquired the real property generally located at 2332 North Lyon Avenue ("Property") through the dangerous building program; and

WHEREAS, total acquisition costs, including legal costs, demolition costs, etc., were $8,461.42.00; and

WHEREAS, after declaring the property to be surplus, it was referred to the Land Inventory Committee to be placed on the list for public bid to recover costs; and

WHEREAS, Janey Marie Young, previous owner, satisfied the City's default judgment in the amount of $9,104.29 (including interest) on December 27, 2018; and

WHEREAS, Janey Marie Young should have the option of receiving back title to the Property; and

WHEREAS, disposition of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the conveyance of real property generally located at 2332 North Lyon Avenue and depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to Janey Marie Young.

Section 2 – City Council hereby authorizes the Mayor to execute a Quit Claim Deed, said Deed to be in substantially similar form as the document attached hereto and incorporated herein by this reference as "Exhibit B," in order to convey title of the property to Janey Marie Young.

Section 3 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 034

FILED: 02-05-19

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the conveyance of real property generally located at 2332 North Lyon Avenue to Janey Marie Young; and authorizing the Mayor to execute a Quit Claim Deed for said conveyance.

BACKGROUND INFORMATION: The City acquired the property generally located at 2332 North Lyon Avenue (the "Property"), through the dangerous building program. Total acquisition costs, including legal costs, demolition costs, etc., were $8,461.42. No City department needs the Property, and it does not have a public purpose. Therefore, the Property was placed on the City's surplus list for sale to recover costs. During title examination by Preferred Title, the City's default judgment was discovered and paid in the amount of $9,104.29 (including interest) on December 27, 2018, by the previous owner. Due to the satisfaction of the City's default judgment, the title to the Property shall return to Janey Young, owner of record at the time of demolition. A real-estate conveyance requires City Council's approval.

REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the Committee has declared the above property to be surplus.

Submitted by:

Duke McDonald, Assistant City Attorney

Recommended by:

Collin Quigley, Assistant City Manager

Approved by:

Jason Gage, City Manager

DISCLAIMER: All information included on this map or digital file is provided 'as-is' for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

City of Springfield, Missouri

Exhibit A

CITY OF Springfield

Printed: Jan 28, 2019

EXHIBIT B

QUIT CLAIM DEED

THIS DEED, effective as of the _____ day of _____, 2019, by and between, **City of Springfield, Missouri**, a municipal corporation, Grantor, and **Janey Marie Young**, a single person, Grantee, at 2002 S. Lone Pine, Springfield, MO 65804.

WITNESSETH, that the Grantor, for valuable consideration, to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents REMISE, RELEASE, and FOREVER QUIT CLAIM unto the Grantee, the following described lots, tracts, or parcels of land lying, being, and situated in the County of Greene and State of Missouri to-wit:

> All commencing at a point 18 poles South and 175 feet West of the Northeast corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Eleven (11), Township Twenty-Nine (29), Range Twenty-Two (22), thence South 50 feet, thence West 155 feet, thence North 50 feet, thence East 155 feet to the place of beginning, all in the City of Springfield, Greene County, Missouri, except any part deeded, taken or used for road purposes; addressed as 2332 N. Lyon Ave.
>
> Parcel Number: 88-13-11-101-005

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before August 15, 2017. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2017, Page 033598-17 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges, and appurtenances thereto belonging, unto the Grantee and unto Grantee's heirs and assigns forever;

so that neither the Grantor nor Grantor's heirs or assigns, nor any other person or persons, for whom or in whose name or behalf, will hereinafter claim or demand any right or title to the described premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The Grantor has caused these presents to be signed as of the day and year first above written.

SEAL THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

_____
Anita J. Cotter, City Clerk

STATE OF MISSOURI)
) ACKNOWLEDGMENT
COUNTY OF GREENE)

On this _____ day of _____, 2019, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____day of _____, 2019.

_____
Notary Public

My term of office expires: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 40
Filed: 02-05-19

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 035 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Final Development Plan of Planned Development District No. 46, on 0.46 acres generally located at the 1400 Block of West Elfindale Street. (Planning and Zoning Commission and Staff recommend approval.)

_____

WHEREAS, the terms of Planned Development District No. 46 require a Final Development Plan to be presented to City Council for approval, after review by the Planning and Zoning Commission; and

WHEREAS, a Final Development Plan for the above-described tract, more particularly described in “Exhibit A” has been prepared and submitted; and

WHEREAS, on January 17, 2019, the Planning and Zoning Commission conducted a public hearing and recommended approval of the proposed Final Development Plan.

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

Section 1 – City Council hereby approves the Final Development Plan as shown in "Exhibit C - Attachment 2," which is attached hereto and all of “Exhibit C” is incorporated herein by this reference, subject to all regulations and standards of Planned Development District No. 46.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019- 035

FILED: 02-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Approving the Final Development Plan of Planned Development District No. 46, on 0.46 acres generally located at the 1400 Block of West Elfindale Street. (Planning and Zoning Commission and Staff recommend approval.)

BACKGROUND INFORMATION:

FINAL DEVELOPMENT PLAN FOR PLANNED DEVELOPMENT NO. 46

A Final Development Plan, per Planned Development District No. 46, requires review by Planning and Zoning Commission with a recommendation to City Council for final action. The applicant is proposing to construct a parking lot on the subject property for the adjacent Guaranty Bank Operations Center to the east. Approval of this application will allow the planned expansion of the parking lot to serve the existing business.

The Administrative Review Committee has reviewed the proposed Final Development Plan ("Exhibit C - Attachment 2") and found that it meets the requirements of Planned Development District 46. The proposed Final Development Plan was reviewed and approved by all relevant City departments.

FINDINGS FOR STAFF RECOMMENDATION:

1. The Final Development Plan was determined to be consistent with the intent of the existing Planned Development ordinance.

The Planning and Zoning Commission held a public hearing on, January 17, 2019, and recommended approval, by a vote of 6 to 0.

REMARKS:

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

Submitted by:

Michael Sparlin

Michael Sparlin, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Legal Description
Exhibit B, Record of Proceedings
Exhibit C, Development Review Staff Report
ATTACHMENTS:
Attachment 1, Planned Development No. 46, District Requirements
Attachment 2, Proposed Final Development Plan

EXHIBIT A

LEGAL DESCRIPTION
FINAL DEVELOPMENT PLAN FOR PLANNED DEVELOPMENT NO. 46

BEGINNING AT AN IRON PIN SET AT THE NORTHEAST CORNER OF THE WEST 55 FEET OF LOT 11 IN ELFINDALE FIRST ADDITION, AMENDED PLAT OF LOTS 1, 3 AND 6 OF ELFINDALE; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 29.19 FEET; THENCE CONTINUING·ALONG SAID NORTH LINE AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 7'57'43" AND A RADIUS OF 1107.69 FEET. AN ARC DISTANCE OF 153.93 FEET; THENCE EASTERLY AND TANGENT TO SAID CURVE, A DISTANCE OF 12.52 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 106.87 FEET TO AN IRON PIN SET; THENCE WEST ANDPARALLEL WITH THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 195.00 FEET TO AN IRON PIN SET ON THE EAST LINE OF THE WEST 55 FEET; THENCE NORTH ALONG THE EAST LINE OF THE WEST 55 FEET, A DISTANCE OF 95.43 FEET TO THE POINT OF BEGINNING. ALL LYING IN SPRINGFIELD, GREENE COUNTY, MISSOURI AND CONTAINING 19,202 SQUARE FEET.

EXHIBIT B

RECORD OF PROCEEDINGS
FINAL DEVELOPMENT PLAN FOR PLANNED DEVELOPMENT NO. 46
Planning and Zoning Commission January 17, 2019

Planned Development 46 Final Development Plan
1400 blk West Elfindale Street
Applicant: Guaranty Bank

Mr. Hosmer stated that this is a request to approve the Final Development Plan for Planned Development 46 on approximately 0.46 acres of property generally located at 1400 block of West Elfindale Street. The Comprehensive Plan identifies this area as appropriate for Medium-intensity Retail, Office or Housing. The Planned Development 46 allows for parking lot construction but requires a final development plan approval by the Planning and Zoning Commission and City Council. The planned expansion of the parking lot will serve the existing Bank. The applicant intends to administratively combine the subject property with the property to the east. The Administrative Review Committee reviewed the proposed Final Development Plan and determined it to be consistent with the intent of the existing Planned Development 46 ordinance. The Final Development Plan requires both PZ and City Council approval by ordinance. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Mike Beaty, engineer for the project and will be replacing the parking with what is being taken away across the street.

Mr. Shawn Burke, 1341 W. Battlefield, applicant, just needing additional parking.

Mr. Doennig closed the public hearing.

Mr. Rose motioned to **approve** Planned Development 46 Final Development Plan (1400 blk West Elfindale Street). Ms. Broekhoven seconded the motion. Ayes: Doennig, Broekhoven, Shuler, Rose, Ogilvy, and Jobe. Nays: None. Abstain: None. Absent: Coltrin, Cox, and Thomas.

Bob Hosmer, AICP
Principal Planner

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING: JANUARY 17, 2019

CITY COUNCIL PUBLIC HEARING: FEBRUARY 11, 2019

CASE NUMBER:
Final Development Plan PD 46

PROJECT LOCATION: 1400 block West Elfindale Street

ACRES: 0.46 acres

EXISTING LAND USE: Undeveloped Land

APPLICANT: Guaranty Bank

STAFF:
Michael Sparlin, Senior Planner
417-864-1091

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve Final Development Plan as submitted.

SUMMARY OF REQUEST:

To approve the Final Development Plan for Planned Development 46 on approximately 0.46 acres of property generally located at 1400 block of West Elfindale Street.

FINDINGS FOR STAFF RECOMMENDATION:

1. The Planned Development 46 allows for parking lot construction but requires a final development plan approval by the Planning and Zoning Commission and City Council.

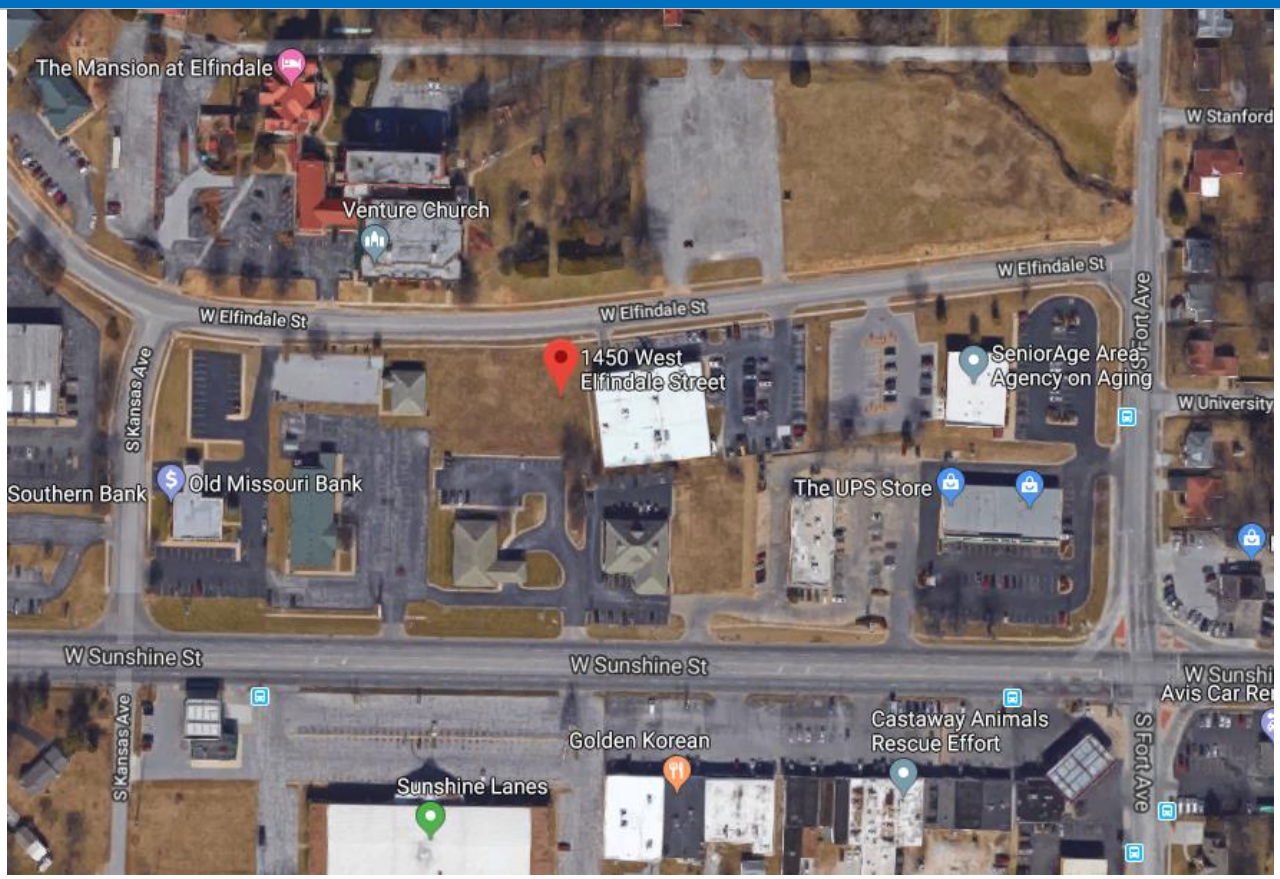
2. The Administrative Review Committee has reviewed the proposed Final Development Plan (Attachment 2).

3. The Final Development Plan was determined to be consistent with the intent of the existing Planned Development 46 ordinance.

SURROUNDING ZONING AND LAND USES:

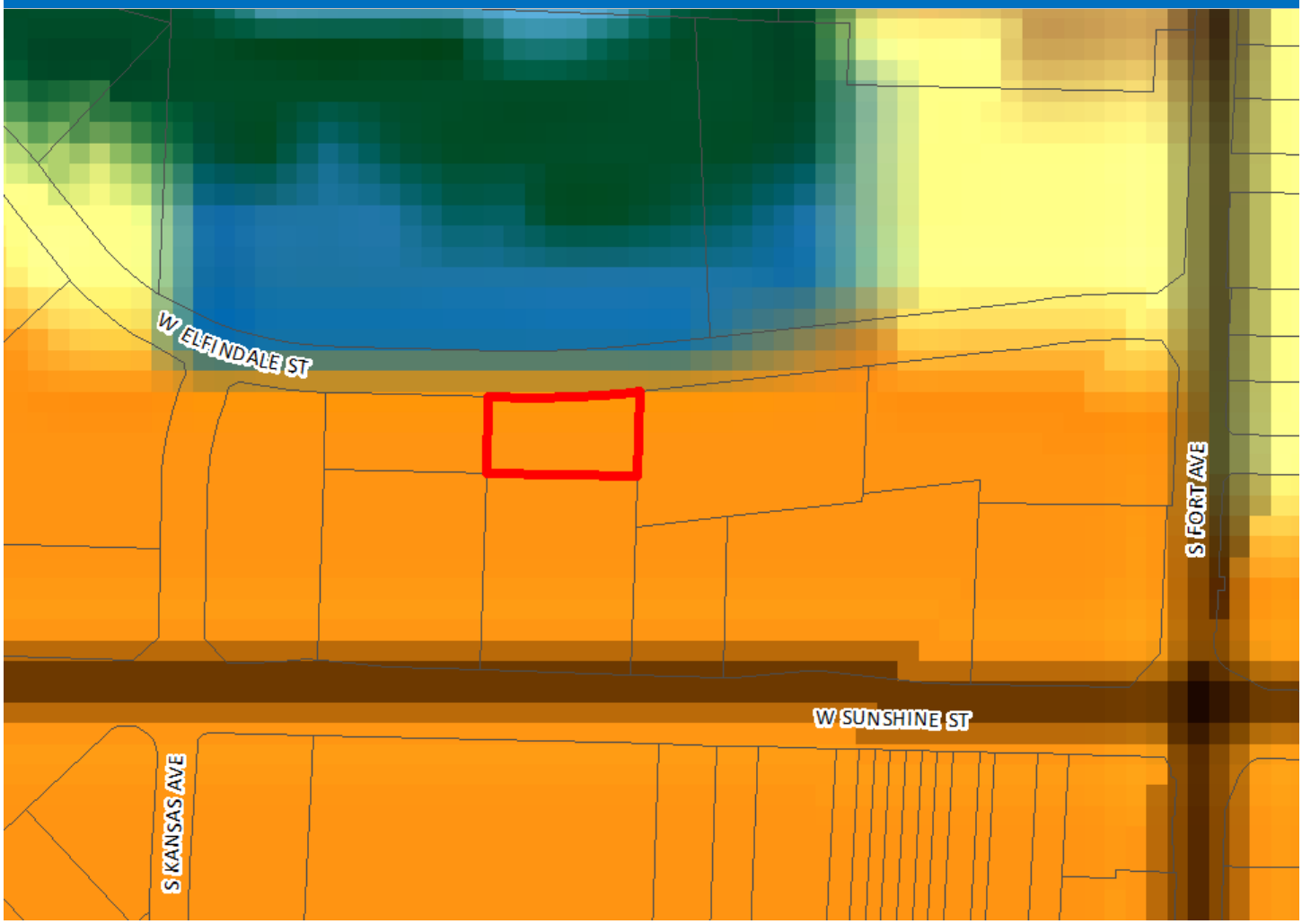
	NORTH	SOUTH	EAST	WEST
ZONING	PD 46 Amendment 2	PD 46	PD 319	PD 46
LAND USE	Church	Medical Office	Bank Operations Center	Office use

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property was zoned to Planned Development 46 in 1985 by General Ordinance 3616.

ZONING ORDINANCE REQUIREMENTS:

Section 36-405 Planned Development District

(9) Final Development Plan

(c) Substantial conformity defined. A final development plan shall be deemed not to be in substantial conformity with an approved preliminary development plan if it:

1. *Increases by more than five percent from the maximum density, approved in the preliminary development plan, except that in no event shall the maximum density exceed the density permitted for the underlying district by subsection (4)(b);*
2. *Increases by more than five percent the maximum floor area to be devoted to any residential or nonresidential use;*
3. *Increases height by more than five percent;*
4. *Decreases by more than five percent the area approved for public and private open space or changes the general location of such areas;*
5. *Relocates approved circulation elements to any extent that would decrease the ability of such elements to function efficiently, adversely affect their relation to surrounding lands and circulation elements, or would reduce their effectiveness as buffers or amenities;*
6. *Significantly alters the arrangement of land uses within the planned development;*
7. *Violates any provision of the codes and ordinances applicable to the proposed planned development; or*
8. *Departs from the preliminary development plan in any other manner which the planning and zoning commission or city council shall, based on stated findings and conclusions, find to materially alter the plan or concept for the proposed planned development.*

(d) ***Action by Administrative Review Committee****. If the Administrative Review Committee shall find that the Final Development Plan lacks substantial conformity to the Preliminary Development Plan, but merits approval notwithstanding such lack of conformity, it shall transmit such plan to the Planning and Zoning Commission together with its recommendation that the Final Development Plan be approved.*

(e) ***Action by Planning and Zoning Commission.*** *If the planning and zoning commission finds that there is substantial conformity between such plans and shall further find the final development plan to be in all other respects complete and in compliance with any conditions imposed by approval of the preliminary development plan, and with the provisions of this article and all other applicable, federal, state and city codes, ordinances and regulations, it shall approve the final development plan. Planning and zoning commission action shall constitute final approval of the final development plan.*

If the planning and zoning commission shall find that the final development plan lacks substantial conformity to the preliminary development plan but merits approval notwithstanding such lack of conformity, it shall transmit such plan to the city council together with its recommendation that the final development plan be approved.

In any case, where the planning and zoning commission finds that the final development plan lacks substantial conformity to the preliminary development plan and does not merit approval, it shall transmit such plan to the city council, together with its recommendation that the final development plan

not be approved. The failure of the commission to act within the aforesaid time period shall be deemed a recommendation to the city council to deny the final development plan as submitted.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this area as appropriate for Medium Intensity Retail, Office or Housing.

STAFF COMMENTS:

1. The applicant is proposing to construct a parking lot on the subject property for the adjacent Guaranty Bank Operations Center to the east. Approval of this application will allow the planned expansion of the parking lot to serve the existing business. The applicant intends to administratively combine the subject property with the property to the east.

2. Approval of this application will allow for continued development of this property and promote infill development where investments have already been made in public services and infrastructure.

3. The proposed final development plan was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

Approval of the Final Development Plan does not require a neighborhood meeting.

PUBLIC NOTIFICATION:

The public notice was advertised in the agenda as posted online.

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No objections to Final Development Plan.

CITY UTILITIES COMMENTS:

No objections to Final Development Plan.

CLEAN WATER SERVICES COMMENTS:

No objection to the Final Development Plan.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

No objections to Final Development Plan.

STORMWATER COMMENTS:

No stormwater issues with this final development plan. This plan should meet the open space requirement dictated by zoning. And there should be adequate space for required detention and water quality. What is shown looks acceptable but can't be verified unless the amount of impervious is calculated and shown. This can be shown and verified on the building plans.

FIRE DEPARTMENT COMMENTS:

No objections

ZONING CASE - PD-46

BY DAVID L. PARIS

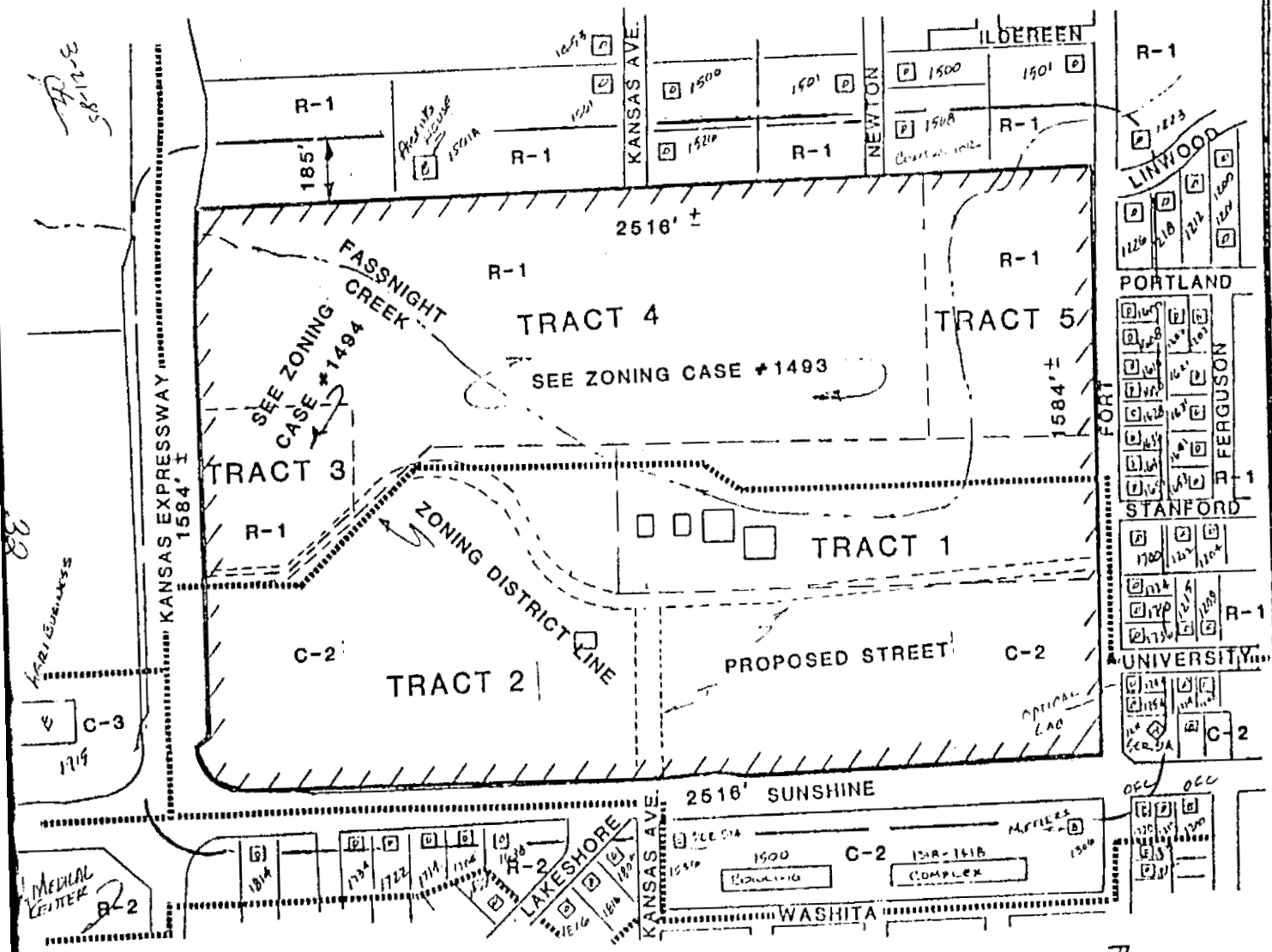
LOCATION N. SIDE 1300-1800 W. SUNSHINE

EXISTING ZONE C-2,R-1 PROPOSED ZONE PD-46 OBJECT AREA

SCALE: 1" = 600' ±

185' RADIUS

D = DWELLING B = BUSINESS M = MANUFACTURING V = VACANT



LOCATION SKETCH

SEE EXHIBIT "A" FOR DETAILS

Pub. Imp. _____
Govt. Grnt. _____
Emer. _____
P. Hrngs. ✓
Pgs. 43
Filed: 3-7-85

Sponsored by: Strawn

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 85-200 GENERAL ORDINANCE NO. 3611

AN ORDINANCE

AMENDING Chapter 36, Article I, Zoning, of the Springfield City Code, Section 80.030, Zoning Maps, by rezoning a certain parcel of land in this ordinance described from an R-1 Single-Family, R-2 Two-Family District, R-4 Multi-Family, and a C-2 General Retail District to Planned Development District No. 46.

WHEREAS, application has been filed for a zoning change of the following described tract of land from R-1 Single-Family, R-2 Two-Family District, R-4 Multi-Family, and a C-2 General Retail District to a "Planned Development District"; and

WHEREAS, following proper notice, a public hearing was held before the Planning and Zoning Commission and the said Commission has made its recommendation; and

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

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

Section 1 - That the following property, to-wit:

All of the SE1/4 of the SE1/4 and the South 10 acres of the NE1/4 of the SE1/4 of Section 27 and the SW1/4 of the SW1/4 and the South 10 acres of the NW1/4 of the SW1/4 of Section 26, Township 29, Range 22, containing 100 acres, except that part used for public roads, all in Greene County, Missouri, Section 26 and 27, Township 29, Range 22.

(Location: North side 1300-1800 blocks West Sunshine)

be and the same hereby is rezoned from R-1 Single-Family, R-2 Two-Family District, R-4 Multi-Family, and a C-2 General Retail District to Planned Development District No. 46, and Chapter 36, Article I, Zoning, of the Springfield City Code, Section 80.030, thereof, Zoning Maps, is hereby amended, changed and modified accordingly; which district shall be subject to regulations set forth in Chapter 36, Division 6A, Planned Development Districts, as attached to this ordinance.

Section 2 - The following regulations shall govern and control the use and development of land in Planned Development District No. 46.

REQUIREMENTS AND STANDARDS APPLICABLE TO PLANNED DEVELOPMENT DISTRICT NO. 46

DEFINITIONS: For purposes of this ordinance, the following definitions shall apply:

Alteration: Any act or process that changes one or more of the exterior architectural features of a structure, including, but not limited to, the erection, construction, reconstruction, or removal, of any feature of the structure.

Condominium: A building, group of buildings, or property in which units are owned individually and the structure, common areas and facilities are owned by all the owners on a proportional, undivided basis.

Degenerated Beyond Feasible Limits for Rehabilitation: When the conditions of the structure are such that the economics of restoration preclude the landowner from making any reasonable economic use of the property if restored, or the restoration is infeasible from a technical or mechanical standpoint.

Density: The number of dwelling units per unit of land normally expressed as dwelling units per acre. Gross density includes all the land within the boundaries of the particular area including land that may eventually be devoted to streets, public lands and common area. Net density excludes streets, public lands and common area and its calculation shall generally be based on a tract(s) of record satisfying the requirements of Chapter 36, Article II: Subdivision Regulations; Code of the City of Springfield.

Dwelling Unit: One or more rooms, designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a household.

Dwelling, Attached: A one-family dwelling attached to two or more one-family dwellings by common vertical walls.

Dwelling, Detached: A dwelling which is not attached to any other dwelling by any means.

Dwelling, Multi-Family: Attached dwellings, involving no horizontal subdivision of land, shall be treated as multi-family dwellings.

Dwelling, Single-Family Detached: A dwelling which is designed for and occupied by not more than one family and surrounded by open space or yards and which is not attached to any other dwelling by any means.

Dwelling, Two-Family: A structure on a single lot containing two dwelling units, each of which is totally separated from the other by an unpierced wall extending from ground to roof or an unpierced ceiling and floor extending from exterior wall to exterior wall except for a common stairwell exterior to both dwelling units. These units are also referred to as duplexes.

Dwelling, Semi-Detached: A one-family dwelling attached to one other one-family dwelling by a common vertical wall and each dwelling located on a separate lot. These units are also referred to as twinhouses or patio houses.

Dwelling, Patio House: A one-family dwelling on a separate lot with open space setbacks on three sides and a court. Patio homes may be attached to similar houses on adjacent lots and still satisfy this definition. Also known as zero lot line homes.

Dwelling, Townhouse: A one-family dwelling in a row of at least three (3) such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more common walls.

Economic Hardship: When the landowner cannot economically utilize the property and it is impractical to sell or lease it or no market exists for it at a reasonable price.

Floor Area, Gross: The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but not including parking or loading spaces for motor vehicles. The gross floor area shall include public or common areas such as public toilets, corridors, stairwells, elevators, machine and equipment rooms, lobbys or mall areas, whether closed or enclosed and shall also include all outdoor areas devoted to retail sales, storage or other activities incidental to the building.

Floor Area Ratio: The gross floor area of all buildings on a lot divided by the lot area.

$$FAR = \frac{\text{Gross Floor Area}}{\text{Total Site Area}}$$

Ordinary Maintenance and Repair: Where the purpose of the work is stabilization or is normal, customary and routine affecting the exterior of the structure or the outside of the site, except for items specifically requiring a Certificate of Appropriateness.

Rehabilitation: The act or process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use, while preserving those portions or features of the property that are significant historically, architecturally, or culturally.

Rehabilitation Impracticable: Infeasibility of restoration not only because of physical condition but also inability to turn the property to use or account profitably.

Removal: Any relocation of a structure, object or artifact on its site or to another site.

Significant Exterior Architectural Feature: Those features which are important to or expressive of the architectural quality and integrity of the structure and its setting and which include, but are not limited to, building, detail, proportion, rhythm, scale, setting, shape, and workmanship.

Stabilization: The act or process of applying measures to halt deterioration and to establish the structural stability of an unsafe or deteriorated structure while maintaining the essential form as it presently exists without noticeably changing its exterior appearance.

Structure: Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground, including, but without limiting the generality of the foregoing, advertising signs, billboards, backstops for tennis courts, fences, pergolas, gazebos, radio and television antennae, solor collectors, microwave antennae including supporting towers, roads, ruins or remnants, (including foundations) swimming pools, walkways, retaining walls, gates or any similar item.

TRACTS 1 and 2 - The following regulations shall apply to Tracts 1 and 2 as identified by the attached site plan (Exhibit A).

Uses Permitted: The following uses shall be permitted within Tracts 1 and 2:

1. Administrative and Professional Offices: Offices of firms or organizations providing professional, management or administrative services. Typical uses include abstract services, advertising agencies, data processing services, employment agencies, travel agencies, law offices, architectural and engineering offices, general business and adminstrative offices, corporate offices, and artist and photographic studios.

2. Finance, Insurance and Real Estate Services: Establishments primarily engaged in the provision of financial, insurance, real estate, security brokerage and other similar activities. Drive-thru facilities designed to expedite customer service are permitted. Typical uses include banks, insurance agencies, real estate firms, securities brokerage establishments, savings and loan institutions and other similar uses.

3. Medical Offices and Medical Support Activities such as offices for doctors and dentists and medical laboratories along with incidental administrative activities.

4. Community Service Facilities such as community centers, museums and libraries.

5. Commercial Entertainment and Recreational Facilities: Establishments providing entertainment and/or recreational activities open to the general public on a commercial basis. Such activities shall be entirely conducted within an enclosed structure. Typical uses include movie theaters, bowling alleys, skating rinks, billiard parlors, indoor tennis and racketball facilities, athletic clubs, health spas and other similar activities

6. Retail Uses: For purposes of this ordinance, the following uses shall be classified as retail:

   a. General Retail Sales: Establishments involved in the on-site retail sales of goods and merchandise for personal or household use. Typical uses include department stores, apparel stores

antique shops, automotive parts stores, bicycle shops, book stores, cosmetic shops, candy stores, confectionery stores, costume rental, dry goods stores, drug stores, florist or flower shops, furniture stores, garden supply shops, hardware stores, hobby shops, jewelry shops, leather goods stores, luggage stores, paint stores, pet stores, photographic supply stores, radio and television sales, shoe stores, sporting goods stores, stationery stores, toy shops, variety stores, wallpaper stores, wig shops, and other similar retail uses.

b. Convenience Sales and Personal Services: Establishments primarily engaged in the provision of frequently needed goods and services. Such activities are to be conducted within the confines of an enclosed structure with no permanent outdoor sales or storage. Drive-thru facilities designed to expedite customer services are permitted. Typical uses include barber shops, beauty shops, bakeries, delicatessens, pharmacies, self-service laundries, newsstands, repair shops and other similar uses.

c. Food and Beverage Retail Sales: Establishments primarily engaged in the retail sale of food and beverages for off-site consumption. Such activities are to be conducted within the confines of an enclosed structure with no permanent outdoor sales or storage. Drive-thru facilities designed to expedite customer service are permitted. Typical uses include grocery stores and liquor stores.

d. Automotive Service Stations and Service Centers: Establishments primarily engaged in on-site sale of petroleum products, tires, batteries and other automotive replacement and accessory items, and in the provision of services and minor repairs such as lubrication, tune-ups and the installation of replacement parts. Typical uses include automobile service stations and service centers but do not include truck stops, truck terminals, automobile sales either new or used, auto storage, or major automotive repair defined as any body repair or painting or major disassembly or dismantling of the engine, transmission or other drive components.

e. Eating and Drinking Establishments: Establishments or places of business primarily engaged in the sale of prepared foods and/or beverages for on-premise consumption. Drive-thru facilities designed to expedite customer services are permitted. Curb service facilities are prohibited. Typical uses include restaurants, cafeterias, coffee shops, bars and taverns.

f. Business Support Services: Establishments primarily engaged in the provision of services of a clerical, employment protective or processing nature to firms and individuals and where the storage of goods or equipment other than as samples or as necessary for daily operation is prohibited. Such activities

are to be conducted within the confines of an enclosed structure with no outdoor sales or storage. Typical uses include secretarial services, telephone answering services copying and blue print services, drafting services, office supply stores, and computer sales and services.

The following uses shall also be permitted in Tract 1:

1. Churches and other places for religious worship including such ancillary uses as: religious schools, convents, parish houses, etc.

Intensity of Development. Development within Tracts 1 and 2 shall adhere to the following standards:

1. The floor area ratio (FAR) shall not exceed 0.35.
2. The impervious surface ratio (ISR) within Tract 1 shall not exceed 0.80.

Bulk, Area and Height Requirements. Development within Tracts 1 and 2 shall adhere to the following standards:

1. A minimum building setback of fifty (50) feet shall be required along Sunshine Street and Kansas Expressway.

2. A minimun building and parking setback of fifty (50) feet shall be required along Fort Avenue.

3. A minimum building setback of twenty-five (25) feet shall be required along the proposed streets as shown on the attached site plan (Exhibit A).

4. Additional bulk, area and height requirements may be imposed at the final development plan stage for any portion of, or all of, Tracts 1 and 2.

Conservation of Historic Significance: Due to the uniqueness of the structures and grounds in Tract 1, the following requirements shall be adhered to:

1. Certificate of Appropriateness--When Required

   A person shall be required to secure a Certificate of Appropriateness in the following instances before the commencement of exterior work upon any new or existing structure, or outside work on any site or parcel in Tract 1 of Planned Development District No. 46 except for ordinary maintenance and repair.

   a. Any construction, alteration or removal affecting the exterior of a structure that requires a building, sign or demolition permit from the City of Springfield including but not limited to the construction of new buildings.

   b. A material change to the exterior appearance of existing structures including but not limited to additions, reconstruction,

or alterations, which affects a significant exterior architectural feature of a structure within the tract.

c. Any action resulting in the application of paint to a previously unpainted brick or masonry exterior surface or the application of stucco or siding.

d. The construction or enlargement of a driveway or parking area or erection of fencing.

2. Administrative Review:

Applications for Certificates of Appropriateness shall be submitted to the Director of Building Regulations, hereinafter referred to as Director. If the application is for work that will have no effect on exterior architectural details or is one of any number of items that the Historic District Review Board (hereinafter called the Board) has designated for action, then the Director may review the application and issue or deny a Certificate of Appropriateness. Such certificate shall be in addition to all other permits required by the City. If the request is within the Director's jurisdiction and is denied by the Director, the applicant may appeal such decision to the Historic District Review Board. Permits required by the City involving items requiring a Certificate of Appropriateness shall not be issued by the City until the City has issued said Certificate, has issued a Certificate of Economic Hardship, or in the event of demolition being refused, the requisite time period has expired. If the Director determines that the application is for action not designated for administrative review, then the Director shall submit the application to the Board. The Director may require as a condition of processing the application, that the applicant submit information as determined by the Director.

3. Board Review and Action on Certificates of Appropriateness:

The Board shall meet within ten (10) working days of notification that the Director has received an application for a certificate, and approve, approve subject to specific conditions, or disapprove the certificate based on the guidelines set forth in this ordinance. If the certificate is denied, no permit for the work shall be issued and the applicant shall not proceed with the work. The Board shall state the reasons for denial in writing to the applicant and shall also make suggestions in regard to appropriate changes.

4. Review Criteria:

The Board in considering whether or not to issue a Certificate of Appropriateness, shall be guided by the general purpose of this ordinance and the following:

a. The Secretary of Interior's Standards for Historic Preservation Projects, a copy of which is attached hereto and incorporated herein by reference as Exhibit 2.

b. For new construction, the Board shall also consider the extent to which the building or structure would be harmonious

with or incongruous to the old and historic aspects of the surroundings including existing buildings and the site itself. It is not the intent of this ordinance to discourage contemporary architectural expression or to encourage the emulation of existing buildings or structures of historic or architectural interest in specific detail. Harmony or incompatibility shall be evaluated in terms of the appropriateness of materials, scale size, height, and placement of a new building or structure in relationship to existing buildings and structures and to the setting thereof.

In the event the Board concludes that the request, if granted, will have a detrimental effect upon the old and historic aspects of Tract 1 of Planned Development District No. 46, or any adverse effect on an historical or architectural resource on the Tract, then the Board shall deny the request for a certificate.

5. Work Required to Conform with Certificate of Appropriateness:

Work performed pursuant to the issuance of a Certificate shall conform to the requirements of such certificate, if any. The Director shall inspect from time to time any work performed pursuant to a certificate to assure such compliance. In the event that such work is not in compliance, the Director shall issue a stop work order. A certificate shall become void unless construction is commenced within six (6) months of date of issue. All City licenses shall be issued on the condition that the person owning or occupying the premises will comply with conditions, if any, in the certificate.

6. Applicant's Action if Application is Denied: In the event that a certificate is denied, the applicant may:

a. Produce new evidence supporting his proposal and resubmit the application within ten (10) working days of denial by the Board.

b. Wait six (6) months and resubmit the application.

c. Apply for a Certificate of Economic Hardship.

d. If the request is for a demolition permit, the applicant may also wait 180 days, at which time said demolition permit shall be issued unless the City Council has extended the time for demolition. The Board may request that the demolition be delayed for an additional 120 days by action of the City Council. The City Council may, after receipt of such request, hold a public hearing and delay the demolition for an additional 120 days.

7. Certificate of Economic Hardship--Application Procedure

Application for a Certificate of Economic Hardship shall be made on a form prepared by the Board and submitted to the Director. The Board shall meet within ten (10) working days of notification that

the Director has received a completed application for a Certificate of Economic Hardship.

a. Review Criteria:

The Board will review the application at a public hearing and may solicit expert testimony or require that the applicant for a Certificate of Economic Hardship make submissions concerning any or all of the following information before it makes a determination on the application.

(1) Estimate of the cost of the proposed construction, alteration, demolition or removal and an estimate of any additional cost that would be incurred to comply with the recommendations of the Historic District Review Board for changes necessary for the issuance of a Certificate of Appropriateness.

(2) A report from a licensed engineer or architect with experience in rehabilitations as to the structural soundness of any structures on the property and their suitability for rehabilitation.

(3) Estimated market value of the property in its current condition, after completion of the proposed construction, alteration, demolition or removal, after any changes recommended by the Board and, in the case of a proposed demolition, after renovation of the existing property for continued use.

(4) In the case of a proposed demolition, an estimate from an architect, developer, real estate consultant, appraiser or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.

(5) If the property is income-producing, the annual gross income from the property for the previous two years, itemized operation and maintenance expenses for the previous two years, and depreciation deduction and annual cash flow before and after debt service, if any, during the same period.

(6) All appraisals obtained within the previous two years by the owner or applicant in connection with the purchase, financing or ownership of the property.

(7) Any listing of the property for sale or rent, price asked and offers received, if any, within the previous two years.

(8) Assessed value of the property according to the two most recent assessments.

(9) Real estate taxes for the previous two years.

(10) Form of ownership or operation of the property, whether sole proprietorship, for profit or not for profit corporation, limited partnership, joint venture, or other.

(11) Any other information considered necessary by the Board to a determination as to whether the property does yield or may yield a reasonable return to the owners.

b. Board Review and Action:

A Certificate of Economic Hardship shall be issued when the structure or part thereof has degenerated beyond feasible limits for rehabilitation or rehabilitation is impracticable and there is an economic hardship.

If approved, the Director of the Department of Building Regulations will be instructed to issue a building or demolition permit as requested, for the proposed work. If denied, the applicant shall have the right to appeal the decision to the Board of Adjustment. The Board of Adjustment shall conduct a full and impartial hearing on the matter before rendering a decision. The same standards shall be applied by the Board of Adjustment as established herein. The Board of Adjustment may affirm reverse, or modify the decision of the Board in whole or in part.

8. Enforcement and Penalty

Provisions pertaining to administration of enforcement and penalties as set forth in Chapter 36, Article I and XI, Section 36-1170.04 to 36-1170.10 shall apply to Tract 1 of Planned Development District No. 46.

Landscape Alterations. See the General Provisions section for requirements.

Public Facilities. See the General Provisions section for requirements.

Access to Public Thoroughfares. See the General Provisions section for requirements.

Off-Street Parking. All development within Tracts 1 and 2 shall comply with the City's parking standards and requirements.

Signs. The developer(s) may submit a signage plan, except as required in the Conservation of Historic Significance section for Tract 1, at the final development plan stage. Otherwise, the City's sign codes in effect at the time of submission of final development plans shall apply.

Perimeter Treatment. See the General Provisions section for requirements.

Exterior Lighting. Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining existing and proposed residential areas. The owner(s) shall submit a lighting plan as part of the final development plan demonstrating compliance with this section.

Maintenance of Common Areas and Facilities. See the General Provisions section for requirements.

Phasing. See the General Provisions section for requirements.

Final Development Plan. The Final Development Plan for Tracts 1 and 2 shall be submitted to the Planning and Zoning Commission for review and recommendation and to City Council for final action. The uses permitted and the intensity of development as prescribed by this ordinance shall not be subject to review during the Final Development Plan stage.

TRACT 3: The following regulations shall apply to Tract 3 as identified by the attached site plan (Exhibit A).

Uses Permitted. The following uses shall be permitted within Tract 3:

1. Administrative and Professional Offices: Offices of firms or organizations providing professional, management or administrative services. Typical uses include abstract services, advertising agencies, data processing services, travel agencies, law offices, architectural and engineering offices, and general business and administrative offices, corporate offices and artist and photographic studios.

2. Finance, Insurance and Real Estate Services: Establishments primarily engaged in the provision of financial, insurance, real estate, security brokerage and other similar activities. Drive-thru facilities designed to expedite customer service are permitted. Typical uses include banks, insurance agencies, real estate firms, securities brokerage establishments, savings and loan institutions and other similar uses.

3. Medical Offices and Medical Support Activities such as offices for doctors and dentists and medical laboratories along with incidental administrative activities.

4. Residential uses:

   a. Attached dwellings, such as townhouses.
   b. Residential condominiums.
   c. Multi-family dwellings.

5. Accessory uses incidental to residential development designed for and available to residents but not open to the public on a commercial basis. Typical uses include administrative offices for project management not exceeding one thousand (1000) square feet, model units, carports, garages, maintenance buildings, and gate houses.

6. Community and recreational facilities incidental to residential development designed for and available to residents but not open to the public on a commercial basis. Typical uses include community centers, swimming pools, tennis and basketball courts,

health clubs, etc.

Intensity of Development. Development within Tract 3 shall adhere to the following standards:

1. A maximum of one hundred twenty (120) dwelling units may be constructed within Tract 3. Net residential density shall not exceed thirty (30) dwelling units per acre.

2. Non-residential structures shall not exceed a floor area ratio (FAR) of 0.35.

3. Development intensity for mixed-use sites, i.e. developments involving combinations of residential and non-residential use, shall be calculated by the following formula:

$$\text{Total site area (acres)} = \frac{\text{Number of dwelling units proposed (du's)}}{\text{Maximum net residential density allowed (du's/acre)}} + \frac{\text{gross floor area proposed (square ft)}}{\text{FAR} \times 43{,}560 \text{ sq.ft./acre}}$$

4. The impervious surface ratio (ISR) shall not exceed 0.80.

Bulk, Area and Height Requirements. Development within Tract 3 shall adhere to the following standards:

1. The following minimum setbacks shall be provided:

   a. Fifty (50) feet adjacent to Kansas Expressway.
   b. Twenty-five (25) feet adjacent to the proposed east-west street as shown on the attached site plan (Exhibit A).

2. No structure shall exceed a height greater than its horizontal distance from the northern and eastern boundaries of Tract 3.

3. Additional standards may be set at the final development plan stage.

Landscape Alterations. See the General Provisions section for requirements.

Public Facilities. See the General Provisions section for requirements.

Access to Public Thoroughfares. See the General Provisions section for requirements.

Off-Street Parking. The following standards shall be adhered to:

1. Off-street parking for non-residential structures shall comply with the City's parking standards and requirements.

2. A minimum of two (2) off-street parking spaces shall be required for each dwelling unit.

Signs: The developer(s) may submit a signage plan at the final development plan stage. Otherwise, the City's sign codes, for the appropriate develop-

ment type, in effect at the time of submission of the final development plan, shall apply.

Perimeter Treatment. See the General Provisions section for requirements.

Exterior Lighting. Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining proposed residential area. The developers shall submit a lighting plan as part of the final development plan demonstrating compliance with this section.

Maintenance and Common Areas and Facilities. See the General Provisions section for requirements.

Phasing. See the General Provisions section for requirements.

Final Development Plan. The final development plan for Tract 3 shall consist of:

1. If any or all of the tract is subdivided, the Planning and Zoning Commission is hereby authorized to accept the preliminary and final plat(s) provided all provisions of the ordinance are satisfied and that all requirements of the ordinance are met. The Planning and Zoning Commission is hereby authorized at their discretion to approve minor adjustments and modifications to the site plans. Such authority shall not, however, be construed to permit:

    a. Any uses within each tract other than those specifically prescribed by this ordinance.

    b. Any increase in the intensity of use permitted within each tract.

    c. Any deviations from provisions specifically prescribed by this ordinance.

2. If any or all of the tract is not subdivided, the Final Development Plan for Tract 3 shall be submitted to the Planning and Zoning Commission for review and recommendation and to the City Council for final action. The uses permitted and the intensity of development as prescribed by this ordinance shall not be subject to review during the Final Development Plan stage.

TRACT 4: The following regulations shall apply to Tract 4 as identified by the attached site plan (Exhibit A).

Uses Permitted. The following uses shall be permitted within Tract 4:

1. Residential uses:

    a. Single-family detached dwellings;
    b. Two-family dwellings, such as duplexes;

c. Semi-detached dwellings, such as patio homes and twin houses;
d. Attached dwellings such as townhouses, not to exceed four (4) dwellings per structure;
e. Residential condominiums, not to exceed four (4) dwellings per structure.

2. Accessory uses incidental to residential development designed for and available to residents but not open to the public on a commercial basis. Typical uses include model units, carports, garages, maintenance buildings and administrative offices for project management not exceeding one-thousand (1000) square feet in area.

3. Community and recreational facilities incidental to residential development designed for and available to residents but not open to the public on a commercial basis. Typical uses include community centers, swimming pools, tennis and basketball courts, health clubs, etc., provided that these facilities are located a minimum of one hundred (100) feet from the northern boundary of Tract 4.

Intensity of Development. Development within Tracts 2, 3 and 6 shall adhere to the following standards:

1. A maximum of four hundred fifty-five (455) dwelling units may be constructed in Tract 4.

2. Net residential density shall not exceed twenty (20) dwelling units per acre in Tract 4.

3. Non-residential structures shall not exceed a floor area ratio (FAR) of 0.35.

4. The impervious surface ratio (ISR) within Tract 4 shall not exceed 0.80.

Bulk, Area and Height Requirements. Development within Tract 4 shall adhere to the following standards:

1. The following minimum setbacks shall be provided:

   a. Twenty-five (25) feet adjacent to the proposed east-west street as shown on the attached site plan (Exhibit A).

   b. Twenty-five (25) feet adjacent to the northern and eastern boundaries of Tract 4.

   c. Fifty (50) feet adjacent to Kansas Expressway.

2. No building shall exceed a height greater than its horizontal distance from the northern boundary of Tract 4.

3. No building shall exceed a height of thirty-five (35) feet.

4. Additional bulk, area and height requirements may be set at the final development plan stage.

Landscape Alterations. See the General Provisions section for requirements.

Public Facilities. See the General Provisions section for requirements.

Access to Public Thoroughfares. See the General Provisions section for requirements.

Signs. The developer(s) may submit a signage plan for consideration at the final development plan stage. Otherwise, the City's sign codes in effect at the time of submission of the final development plan, for R-2 districts, shall apply.

Off-Street Parking. A minimum of two (2) off-street parking spaces shall be required for each dwelling unit.

Perimeter Treatment. See the General Provisions section for requirements.

Maintenance of Common Areas and Facilities. See the General Provisions section for requirements.

Phasing. See the General Provisions section for requirements.

Final Development Plan. The final development plan for Tract 4 shall consist of:

1. If any, or a portion of, the tracts are subdivided, the Planning and Zoning Commission is hereby authorized to accept the preliminary and final plat(s) provided all provisions of the ordinance are satisfied and that all requirements of the ordinance are met. The Planning and Zoning Commission is hereby authorized, at their discretion, to approve minor adjustments and modifications to the site plans. Such authority shall not, however, be construed to permit:

   1) Any uses within each tract other than those specifically prescribed by this ordinance.

   2) Any increase in the intensity of use permitted within each tract.

   3) Any deviations from provisions specifically prescribed by this ordinance.

2. If any, or any portion of, the tracts are not subdivided, the Final Development Plan shall be submitted to the Planning and Zoning Commission for review and recommendation to the City Council for final action. The uses permitted and the intensity

of development as prescribed by this ordinance shall not be subject to review during the Final Development Plan stage.

The Planned Development for Tract 4 shall not become effective until the Final Development Plan is approved.

TRACT 5: The following regulations shall apply to Tract 5 as identified by the attached site plan (Exhibit A).

Uses Permitted. The following uses shall be permitted within Tract 5:

Residential care facility including nursing homes, continual residential care facilities and similar uses. Accessory retail uses which are clearly incidental to the principal use, contained within the principle structure, which have no exterior entrances and/or advertising, such as beauty and barber shops, commissary quick shop and similar uses, are also permitted.

Intensity of Development. Development within Tract 5 shall adhere to the following standards:

1. The floor area ratio (FAR) shall not exceed 0.35.
2. The impervious surface ratio (ISR) within Tract 5 shall not exceed 0.80.

Bulk, Area and Height Requirements. Development within Tract 5 shall adhere to the following standards:

1. A minimum building and parking setback of fifty (50) feet shall be required along Fort Avenue.

2. No building shall exceed a height greater than its horizontal distance from all boundaries of Tract 5.

3. Additional bulk, area and height requirements may be imposed at the final development plan stage.

Landscape Alterations. See the General Provisions section for requirements.

Public Facilities. See the General Provisions section for requirements.

Access to Public Thoroughfares. See the General Provisions section for requirements.

Off-Street Parking. All development within Tract 5 shall comply with the City's parking standards and requirements.

Signs. The developer(s) may submit a signage plan at the final development plan stage. Otherwise, the City's sign codes in effect for this type of facility at the time of submission of the final development plan shall apply.

Perimeter Treatment. See the General Provisions section for requirements.

Exterior Lighting. Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining existing and proposed residential areas. The owner(s) shall submit a lighting plan as part of the final development plan demonstrating compliance with this section.

Maintenance of Common Areas and Facilities. See the General Provisions section for requirements.

Phasing. See the General Provisions section for requirements.

Final Development Plan. The Final Development Plan for Tract 5 shall be submitted to the Planning and Zoning Commission for review and recommendation and to City Council for final action. The uses permitted and the intensity of development as prescribed by this ordinance shall not be subject to review during the Final Development Plan stage.

The Planned Development for Tract 5 shall not become effective until the final development plan is approved.

GENERAL PROVISIONS. The following regulations shall also apply to Tracts 1-5 as identified by the attached site plan (Exhibit A).

Public Facilities. Development within this District shall adhere to the following standards:

1. All required public and private improvements shall be at the expense of the applicant or subsequent owner(s). Assurances satisfactory to the Director of Public Works such as executed contracts, escrows, guarantees or letters of credit guaranteeing that all required public improvements will be constructed in accordance with the standards determined by the Director of Public Works shall be provided to the City prior to building permits being issued to the applicant or subsequent owners. The applicant or subsequent owners shall file with the Director of Public Works a schedule for completion of public improvements and shall provide assurances that improvements will be constructed within the time schedule. No certificate of occupancy shall be issued for any structure within this District unless the required public improvements are completed prior to occupancy of the structures or unless the Director of Public Works has determined that such public improvements, if not completed, have little or no effect on the occupancy of the facility or conditions beyond the control of the contractor, i.e., strikes, weather, etc. have delayed the completion of the improvements in which case the Director of Building Regulations may permit occupancy under conditions satisfactory to the Director of Public Works that the required public improvements will be completed as required by this ordinance within a reasonable time. Public improvements, as used in this paragraph, shall include private, as well as public, improvements required by the Planned Development ordinance.

Such improvements shall include:

a. All streets, (situated in substantial conformance with attached site plan (Exhibit A) drives, parking areas, and pedestrian circulation facilities;

b. Sanitary sewer facilities;

c. Stormwater management and drainage improvements; and

d. Public street improvements necessary for efficient and safe ingress and egress from the public thoroughfare system, such as widening, signalization and channelization.

2. Thirty (30) foot sight triangles shall be dedicated at the northwest corner of Fort Avenue and Sunshine at the proposed north/south street and Sunshine Street; and at the proposed east/west street and Kansas Expressway and also Fort Avenue.

3. Four (4) foot sidewalks shall be required adjacent to Sunshine Street, Fort Avenue and on both sides of the proposed internal streets as shown on the attached site plan (Exhibit A).

4. An additional five (5) feet of right-of-way shall be dedicated on the west side of Fort Avenue.

5. Fort Avenue must be improved from Sunshine Street to the proposed east/west street with 36 feet of paving to a point two hundred (200) feet north of Sunshine and widened to 42 feet from that point to Sunshine. Appropriate transition will be required north of the proposed east/west street.

6. The two proposed streets shall have sixty (60) feet of right-of-way, 36 feet of paving and minimum of 400 foot radii on the curves measured at the centerline.

7. An all-weather bridge or culvert is required to permit access across Fassnight Creek to Tract 4.

8. A stormwater detention area to serve the entire planned development, to be maintained by the developer(s) or a duly constituted property owners association, shall be required in Tract 4, situated in substantial conformance with the attached site plan (Exhibit A). For these detention areas to be located within the floodplain, the volume of the detention areas shown must be accomplished by the removal of that much soil or rock from the floodplain.

Landscape Alteration. The following standards shall also apply to Tracts 1-5:

1. While it is recognized that some construction must occur within the 100 year floodplain, it is the intent of this section to minimize any disturbance and/or damage to an area that is considered a unique and historic asset to the community.

2. Any landscape alteration within the 100 year floodplain, as identified by the Director of Public Works, shall require a plan for said alteration. A landscape alteration shall be defined as grading, excavating, stripping, filling, removal or other disturbance of the natural ground cover and/or natural vegetation.

3. A landscape alteration plan shall be submitted to the Director of Public Works and shall be reviewed and approved by the Administrative Review Committee prior to the alteration taking place. The plan shall contain the following:

   a. A scale sufficient to clearly show the Director of Public Works and the Administrative Review Committee the intended alteration.

   b. The proposed modification clearly indicated and explained with the existing condition also displayed.

   c. A demonstration of the potential impact the alteration will have on the floodplain, the stormwater detention requirements and the adjoining area in general.

   d. Name, address and phone number of the preparer.

4. In its review and approval of the landscape alteration plan, the Administrative Review Committee shall attempt to keep the disturbance to the natural and historic nature of the floodplain at a minimum.

Access to Public Thoroughfares. Access from Tracts 1-5 to adjacent public thoroughfares shall adhere to the following requirements:

1. The proposed east/west street (as shown on Exhibit A) shall intersect with Kansas Expressway at the existing median break at mid-way between Stanford and University Streets at Fort Avenue.

2. The intersection of the proposed east/west street with Kansas Expressway shall be the only access permitted to the expressway.

3. The proposed north/south street (as shown on Exhibit A) shall intersect with Sunshine Street directly opposite Kansas Avenue.

4. Access from Tract 1 to Fort Avenue shall be permitted at the existing driveway indicated on the attached site plan (Exhibit A). It is intended that the primary access to this tract be from the proposed east/west street.

5. In addition to the proposed north/south street, six (6) more points of access to Sunshine Street shall be three (3) to the east and three (3) to the west of that street. The location and design of this access shall be at the final development plan stage.

6. One (1) point of access is permitted to Fort Avenue from Tract 2. Its location and design shall be determined at the final development plan stage.

7. All access from Tract 3 shall be from the proposed east/west street. The location and design of this access shall be at the final development plan stage.

8. It is intended that the primary access to Tract 4 be from the proposed east/west street. If either Kansas Avenue or Newton Avenue is used for access to Tract 4, the design must clearly demonstrate that it will be secondary access for the use of emergency vehicles. The location and design of these access points shall be determined at the final development plan stage.

9. Two (2) points of access shall be permitted from Tract 5 to Fort Avenue. They shall either be directly opposite Portland and/or Linwood Streets or located at least 150 feet from them. Their location and design shall be determined at the final development plan stage.

Perimeter Treatment. The following bufferyards shall be required:

1. Bufferyard F (Exhibit B) adjacent to the east boundary of Tract 1.

2. Bufferyard D (Exhibit C) adjacent to the northern boundary of Tract 4.

3. Bufferyard E (Exhibit D) adjacent to the northern and eastern boundaries of Tract 5.

No structures or parking lots shall be constructed within these bufferyards. Landscape plans shall be submitted during the final development plan stage indicating compliance with these requirements. The developer(s) are encouraged to utilize the existing vegetation in meeting these requirements.

Maintenance of Common Areas and Facilities. The maintenance of common areas and facilities within each of the tracts shall remain the responsibility of the developer(s) or shall be assumed by a duly constituted property owners association(s) meeting all legal requirements prescribed by the City Attorney.

Phasing. Development within each tract may be phased at the discretion of the developer(s) provided that all public improvements directly related to each phase are completed at the time of its development and that improvements serving the tract as a whole and the adjoining area are complete in a sequence assuring full utility of the tract as a whole and all areas within the tract and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

Section 3 - A copy of this ordinance, as well as such documents as the Director of Community Development deems appropriate, may be recorded in the Greene County Land Records.

Section 4 - This ordinance shall be in full force and effect from and after passage.

Passed at meeting: 5-28-85

/s/ George Scruggs
Mayor

Attest: /s/ Donald H. Kelley, City Clerk

Approved as to form: [signature], City Attorney

Approved for Council action: [signature], City Manager

EXHIBIT 2

SECRETARY OF INTERIOR'S STANDARDS
FOR HISTORIC PRESERVATION PROJECTS
FOR PLANNED DEVELOPMENT DISTRICT NO. 46

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.

2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

3. All buildings, structures, and sites shall be recognized as a product of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.

4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.

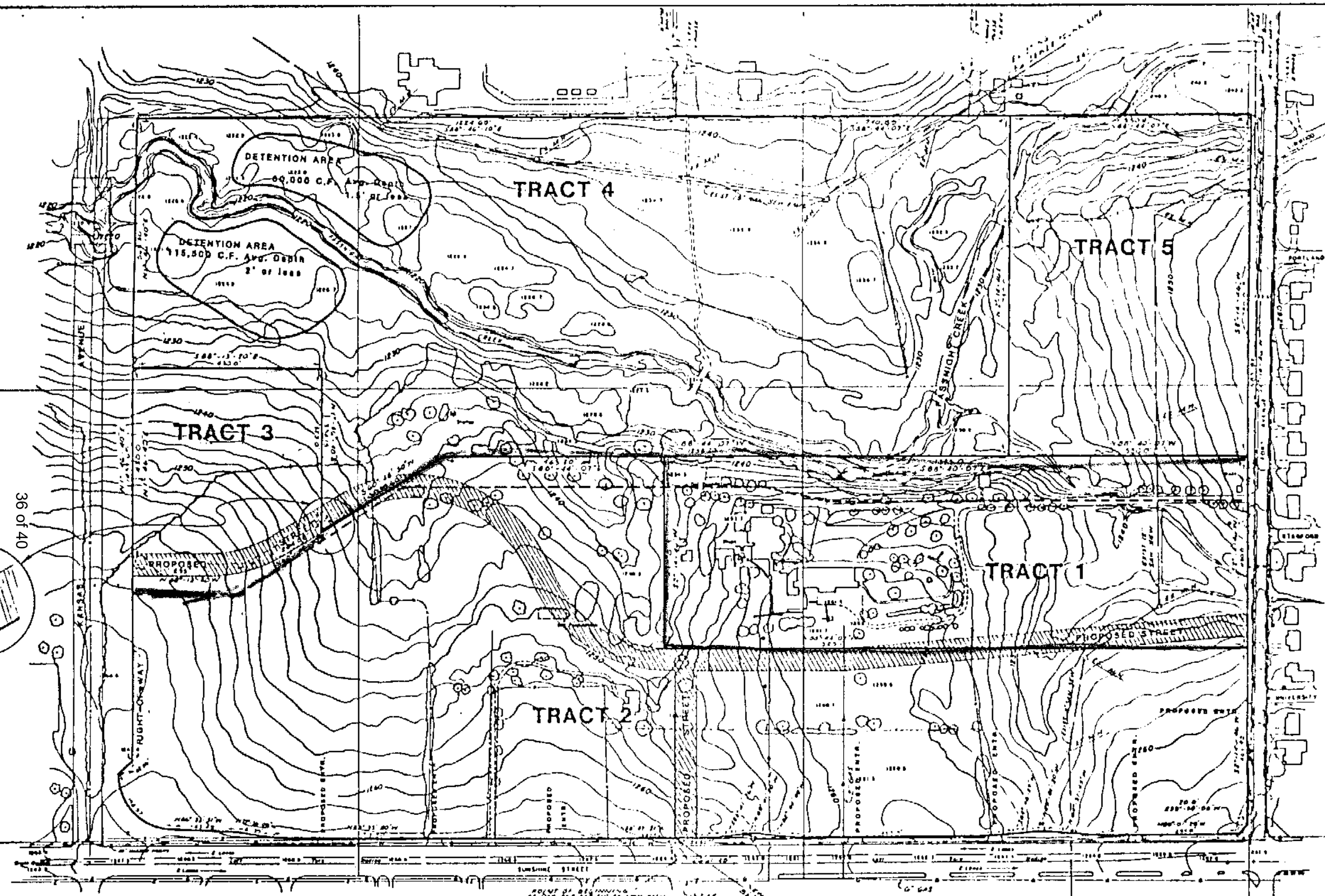
6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.

8. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to any project.

9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood, or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.



STATISTICAL SUMMARY					
TRACT	ACRES	USES/TYPES	INTENSITY/DENSITY	SIDEWALKS	REMARKS
1	13.08	GENERAL COMMERCIAL, TO BE SPECIFIED IN WRITTEN TEXT	0.40 F.A.R.	SIDEWALKS TO BE CONSTRUCTED ON BOTH SIDES OF COLLECTOR STREETS	
2	33.37	GENERAL COMMERCIAL, TO BE SPECIFIED IN WRITTEN TEXT	0.40 F.A.R.		
3	4.05	OFFICES	0.35 F.A.R.		
4	32.65	MULTI UNIT APARTMENTS (CONDOMINIUMS); SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED (TOWNHOUSES), DUPLEX, MULTI UNIT TOWNHOUSES, APARTMENTS (CONDOMINIUMS)	TOTAL UNITS = 488; DENSITY 14 UNITS/ACRE; NET DENSITY [illegible]		
5	9.47	CONTINUOUS CARE UNIT FACILITY	0.40 F.A.R.		

OWNERS:
ELFINDALE LAND DEVELOPMENT CO. (PARTNERSHIP)
319 E. CHERRY
SPRINGFIELD, MISSOURI 65806

ENGINEER
DONALD E. RICH
801 SO. GLENSTONE
SPRINGFIELD, MISSOURI
MO. L.S. NO. 1918
ENG. NO. E-9224
DATE: MARCH 14 1985

NOTE: AN ADDITIONAL 5' OF RIGHT-OF-WAY WILL BE PROVIDED ON THE WEST SIDE OF FORT AVE., IF REQD.

P.D. NO. 46
EXHIBIT A

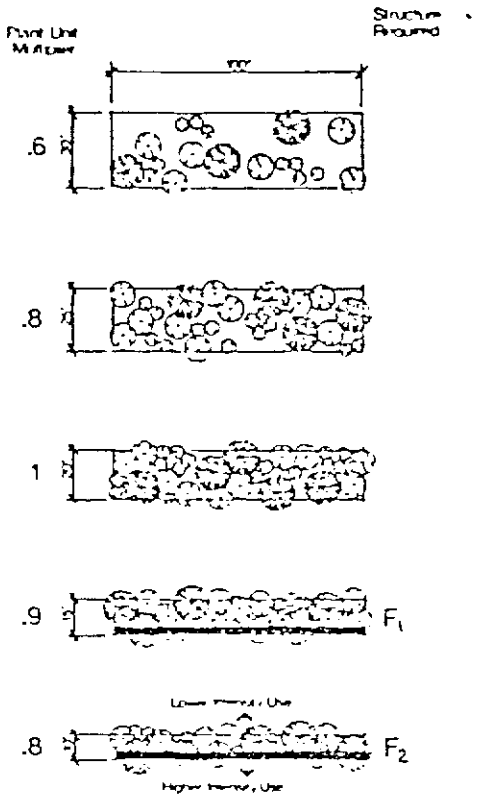
DEVELOPMENT PLAN FOR ELFINDALE LAND

HR

HOOD-RICH
ARCHITECTS & CONSULTING ENGINEERS
801 SOUTH GLENSTONE
SPRINGFIELD, MISSOURI 65802

40

BUFFERYARD F



Required Plantings/100'

5	Canopy Trees	
5	Understory Trees	
5	Evergreen Trees	
15	Shrubs	

Required Structure

F1 – 6 ft. solid wood fence or
6 ft. solid masonry/brick wall or
6 ft. solid evergreen hedge.

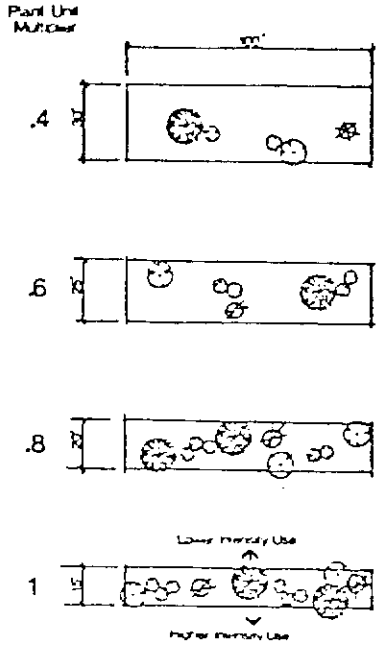
F2 – 8 ft. solid wood fence or
8 ft. solid masonry/brick wall or
8ft. solid evergreen hedge.

Minimum Plant Sizes

	Abutting Vacant Land	All Other	Mature Height
Canopy Tree	6 ft.	10 ft.	>50 ft.
Understory Tree	4 ft.	6 ft.	<50 ft.
Evergreen Tree	3 ft.	5 ft.	>20 ft.
Shrub			
Deciduous	15 in.	24 in.	<20 ft.
Evergreen	12 in.	18 in.	<20 ft.

Maintenance. The property owner shall be required to maintain the bufferyard and required structure at all times.

BUFFERYARD D



Required Plantings/100'

2	Canopy Trees	
2	Understory Trees	
2	Evergreen Trees	
6	Shrubs	

Minimum Plant Sizes

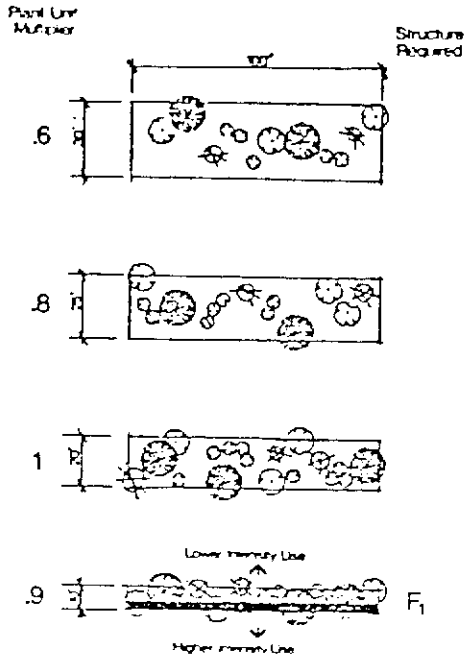
	Abutting Vacant Land	All Other	Mature Height
Canopy Tree	8 ft.	10 ft.	>50 ft.
Understory Tree	4 ft.	6 ft.	<50 ft.
Evergreen Tree	3 ft.	5 ft.	>20 ft.
Shrub			
Deciduous	15 in.	24 in.	<20 ft.
Evergreen	12 in.	18 in.	<20 ft.

Maintenance. The property owner shall be required to maintain the bufferyard and required structure at all times.

Exhibit C

Planned Development 46

BUFFERYARD E



Minimum Required Plantings/100'

3	Canopy Trees
3	Understory Trees
3	Evergreen Trees
9	Shrubs

Required Structure

F1 – 6 ft. solid wood fence or
6 ft. solid masonry/brick wall or
6 ft. solid evergreen hedge.

Minimum Plant Sizes

	Abutting Vacant Land	All Other	Mature Height
Canopy Tree	6 ft.	10 ft.	>50 ft.
Understory Tree	4 ft.	6 ft.	<50 ft.
Evergreen Tree	3 ft.	5 ft.	>20 ft.
Shrub			
Deciduous	15 in.	24 in.	<20 ft.
Evergreen	12 in.	18 in.	<20 ft.

Maintenance. The property owner shall be required to maintain the bufferyard and required structure at all times.

FINAL DEVELOPMENT PLAN FOR

GUARANTY BANK

SPRINGFIELD, GREENE COUNTY, MISSOURI

ATTCHMENT 2

CURRENT ZONING: PD–46

PROPOSED ZONING: PD–46

PROPOSED LAND USE: COMMERCIAL (CONTINUED USE)

BUFFER YARDS:

TRACT 1 – 25' BUFFER YARD ADJACENT TO EAST BOUNDARY

TRACT 4 – 25' BUFFER YARD ADJACENT TO NORTH BOUNDARY

TRACT 5 – 25' BUFFER YARD ADJACENT TO NORTH AND EAST BOUNDARIES

PLANT LEGEND

SMALL SHRUB AS SELECTED BY OWNER.
SMALL SHRUBS HAVE A MIN. HEIGHT OF 12" TALL AT TIME OF PLANTING.

LARGE SHRUB AS SELECTED BY OWNER.
SHRUBS ARE A MINIMUM OF 18" TALL AT TIME OF PLANTING.

ORNAMENTAL UNDERSTORY TREE AS SELECTED BY OWNER.
UNDERSTORY ARE DECIDUOUS TREES WITH A MAX HEIGHT LESS THAN 30' AT MATURITY. ALL EVERGREEN TREES HAVE A MIN. OUTSIDE CALIPER WIDTH OF 1" AND A MIN. HEIGHT OF 6' AT TIME OF PLANTING.

EVERGREEN TREE AS SELECTED BY OWNER.
EVERGREEN TREES WITH A MAX HEIGHT LESS THAN 30' AT MATURITY. ALL EVERGREEN TREES HAVE A MIN. OUTSIDE CALIPER WIDTH OF 1" AND A MIN. HEIGHT OF 6' AT TIME OF PLANTING.

CANOPY TREE AS SELECTED BY OWNER.
CANOPY TREES HAVE A MIN. HEIGHT OF 30' AT MATURITY. ALL CANOPY TREES HAVE A MIN. OUTSIDE CALIPER WIDTH OF 1 ½" AND A MIN. HEIGHT OF 6' AT TIME OF PLANTING.

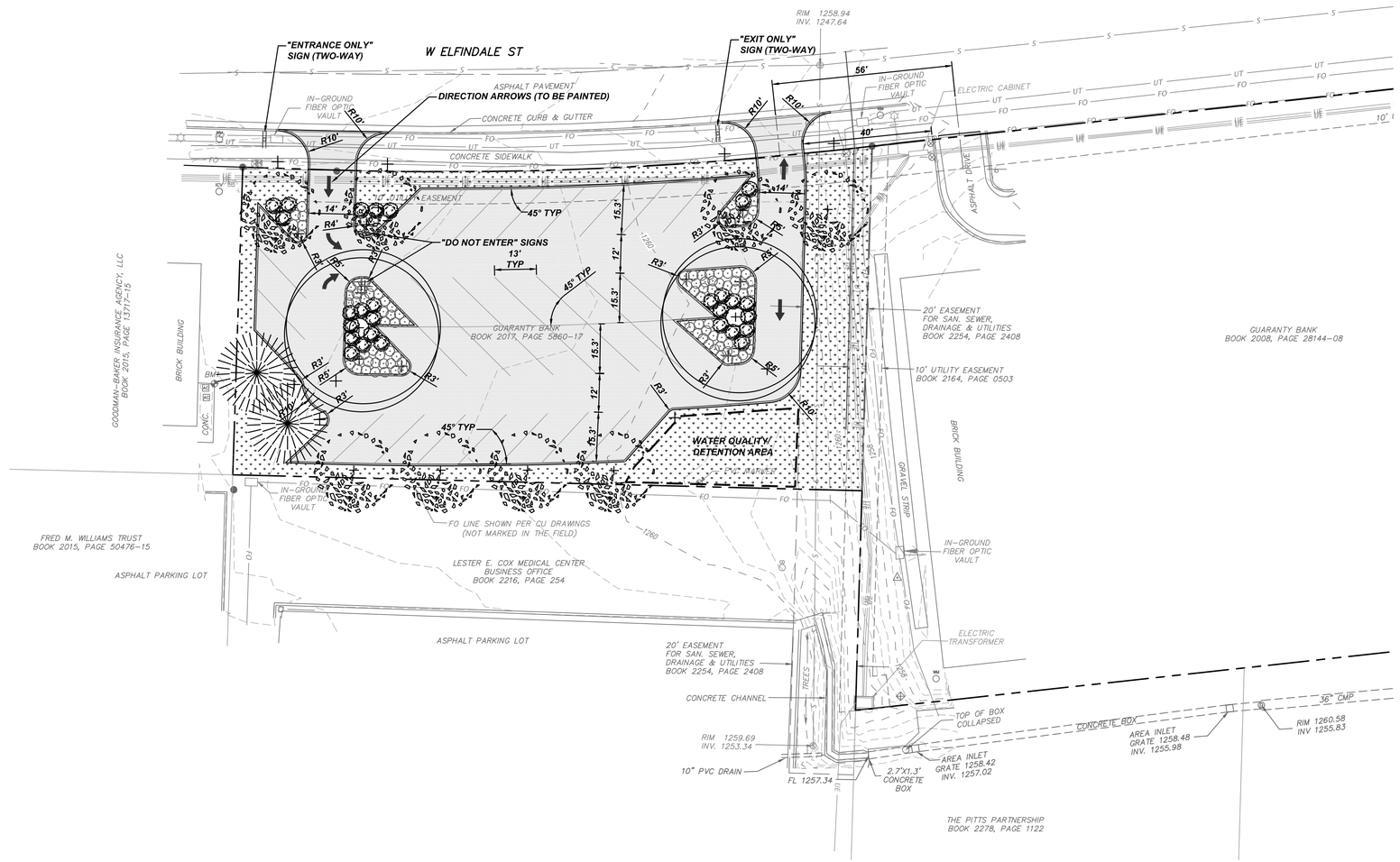
TURF

CREDITS = 0 (NO EXISTING TREES OR SHRUBS)

PERIMETER LANDSCAPING LINEAR FEET ≈ 200'
200'/100 (2 TREES PER 100') = 4 TREES

INTERIOR PARKING LANDSCAPING
MIN. OF 5% PARKING OR VEHICULAR USE AREA: 13072.35 SF, (33 SPACES) X 0.05 = 653.62 SF

TOTAL TREES REQ'D = 2 UNDERSTORY OR 1 CANOPY



LANDSCAPE ARCHITECT: JERANY L. JACKSON, PLA
GREAT RIVER ENGINEERING
2826 S. INGRAM MILL ROAD,
SPRINGFIELD, MO 65804
(417) 886–7171

LAND SURVEYOR: BRIAN VIELE, PLS
GREAT RIVER ENGINEERING
2826 S. INGRAM MILL ROAD,
SPRINGFIELD, MO 65804
(417) 886–7171

OWNER

GUARANTY BANK

2144 E. REPUBLIC ROAD, SUITE F200
SPRINGFIELD, MO 65804
417-520-0232
ATTN: SHAUN BURKE (CORPORATE OFFICIAL)

No.	Revision/Issue	Date

GRE GREAT RIVER ENGINEERING

Missouri State Certificate of Authority Numbers: Engineering: 2000156885, Land Surveying: 2001011476, Landscape Architecture: 2007019873

GUARANTY BANK
SPRINGFIELD, MISSOURI

FINAL DEVELOPMENT PLAN

DATE: DEC. 10, 2018

JOB NUMBER: 4034

SHEET
1 OF 1

G:\Projects\4034 - Guaranty Bank OPS Center New Parking Lot\06-Design\B-Drawings\4034 PLAN.dwg PLOT DATE: 1/11/2019 11:39:02 AM LAST SAVE: 1/11/2019 11:36:11 AM

One-rdg. _____
P. Hrngs. _____
Pgs. 50
Filed: 02-05-19

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 036 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Opal Sunset Subdivision generally located at 3851 West Farm Road 148/University Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

WHEREAS, an original preliminary plat of Opal Sunset Subdivision, dated December 28, 2018, is on file with the City's Department of Planning and Development; and

WHEREAS, on January 17, 2019, the Planning and Zoning Commission of the City of Springfield, Missouri, approved the Preliminary Plat of Opal Sunset Subdivision which is generally located at 3851 West Farm Road 148/University Street.

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

Section 1 – City Council hereby authorizes the Director of Planning and Development, on behalf of the City of Springfield, to accept the land, easements, and improvements dedicated to the City as shown on the Preliminary Plat of Opal Sunset Subdivision, which is generally located at 3851 West Farm Road 148/University Street, as approved by the Planning and Zoning Commission. The original plat of Opal Sunset Subdivision is on file in the Department of Planning and Development ("Approved Preliminary Plat"), a reduced version of which is attached hereto for general reference as "Exhibit B - Attachment 4," and all of "Exhibit B," including attachments, is incorporated herein by this reference.

Section 2 – The Director of Planning and Development shall be authorized to accept the land, easements, and improvements dedicated to the City, as shown on said

plat, upon the applicant filing and recording a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in “Exhibit B – Attachment 2,” and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of the above written conditions.

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in “Exhibit B – Attachment 2,” the City Clerk is hereby authorized to endorse City Council’s approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

Section 5 – This Ordinance shall be in full force and effect from and after its passage and is subject to Section 36-226 of the Land Development Code.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 036

FILED: 02-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of the public streets and easements as shown on the Preliminary Plat of Opal Sunset Subdivision generally located at 3851 West Farm Road 148/University Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

A. An original Preliminary Plat of Opal Sunset Subdivision dated December 28, 2018, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 4."

B. The Planning and Zoning Commission held a public hearing on January 17, 2019, and approved the preliminary plat by a vote of 6 to 0, subject to the following conditions:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per

the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium or High-Density Housing. Townhouses and all various forms of apartment buildings are included in this category, which are located where there is good traffic access, between Low-Density Housing and non-residential land uses, and at high-amenity locations. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers. The proximity of the proposed development to the West Bypass and Sunshine Street Activity Center will place residents in an area that has many amenities such as shopping, and employment centers. The most appropriate districts would be Low, Medium and High-Density Multi-Family Residential Districts.

REMARKS:

Staff recommends approval.

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Record of Proceedings
Exhibit B, Zoning and Subdivision Staff Report

ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Conditions of Plat Approval
Attachment 3, Engineering Report
Attachment 4, Preliminary Plat

EXHIBIT A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – OPAL SUNSET SUDIVISION
RECORD OF PROCEEDINGS
Planning and Zoning Commission January 17, 2019

Z-4-2019 w/COD #166
3851 West Farm Road 148
Applicant: A&R Property Developers, LLC

Preliminary Plat of Opal Sunset Subdivision
3851 West Farm Road 148
Applicant: A&R Property Developers, LLC

Combined the presentation for zoning and preliminary plat.

Mr. Hosmer stated that this is a request to rezone approximately 9.3 acres of property located at 3851 West Farm Road 148/ University Street from County C-1, Neighborhood Commercial District to R-MD, Medium Density Multi-Family Residential District, and GR, General Retail District, and establishing Conditional Overlay District No. 166. Comprehensive Plan identifies this as an appropriate area for Medium or High-Density Housing. The application meets the intent of the R-MD district which is to serve as a transition between major streets or commercial areas and lower density residential areas. The Major Thoroughfare Plan classifies West University Street and McCurry Street as collector roadways which both support the proposed land uses. The property is currently zoned C-1, in Greene Co. and is proposed to be annexed as part of the proposed rezoning. The request is consistent with the Multi-Family Design Guidelines which will limit the development to 24 dwelling units per acre. The COD will require the developer to subdivide, perform a traffic study and make any necessary improvements, dedicate additional right-of-way and construct sidewalks along Farm Road 148/University Street. Must substantially conformance to the Multi-Family Guidelines and the site plan. Staff recommends approval.

Mr. Hosmer stated that this is a request for a two-lot subdivision on 9.3 acres located at 3851 West Farm Road 148/ University Street. The Comprehensive Plan identifies this as an appropriate area for Medium or High-Density Housing. The subject property is currently outside the City Limits in unincorporated Greene County and once annexed will be considered a tract of record Lot 1 is proposed to be zoned to GR, General Retail District with COD #166 which requires a bufferyard adjacent to the proposed R-MD. 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. Staff recommends approval.

Mr. Doennig asked about the access between Farm Road 148 and Sunshine Street.

Mr. Hosmer stated that there is no access between Farm Road 148 and Sunshine

Street, the access is off McCurry Street and will be connecting to West University.

Mr. Doennig opened the public hearing.

Mr. Rich Kramer, 8932 E. Riverview Drive, Rogersville, purchased the property a few years ago and hoping to improve the area and removed approximately 25 abandoned trailers.

Ms. Teresa Davison, 535 W. Battlefield, representative for the applicant. At the neighborhood meeting there were stormwater quality and retention questions as well as light concerns. The lights will be turned in towards the interior with a bufferyard and we also went with to the low end on medium density.

Mr. Dennis Perry, 3954 W. Portland, stating that this development (northside) backs up to his property and believes there is not enough of a bufferyard and voiced his concerns for privacy and how the apartments will be able to look directly into his backyard.

Mr. Michael Hampton, 1615 S. Delaware, architect of the project, noting that the northside units will be only two stories whereas the interior units are three stories and noted that they are trying to accommodate the neighbors and will keep the existing trees on the property edge.

Mr. Doennig asked about the height of the back buildings.

Mr. Hampton stated that the back buildings will be approximately 20’ to 30’ tall with 35’ to the lot line.

Mr. Doennig closed the public hearing.

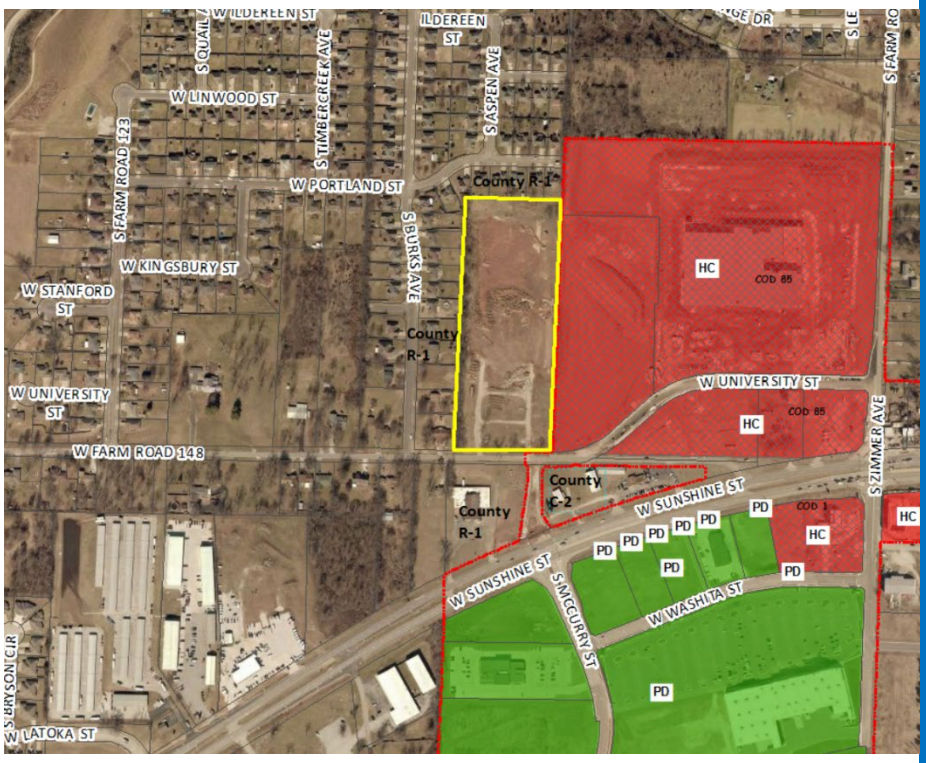
COMMISSION ACTION:
Mr. Jobe motioned to **approve** Z-4-2019 w/COD #166 (3851 West Farm Road 148). Ms. Broekhoven seconded the motion. Ayes: Doennig, Broekhoven, Shuler, Rose, Ogilvy, and Jobe. Nays: None. Abstain: None. Absent: Coltrin, Cox, and Thomas.

COMMISSION ACTION:
Mr. Jobe motioned to **approve** Preliminary Plat of Opal Sunset Subdivision (3851 West Farm Road 148). Mr. Rose seconded the motion. Ayes: Doennig, Broekhoven, Shuler, Rose, Ogilvy, and Jobe. Nays: None. Abstain: None. Absent: Coltrin, Cox, and Thomas.

Bob Hosmer, AICP
Principal Planner

Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	JANUARY 17, 2019
CITY COUNCIL PUBLIC HEARING:	FEBRUARY 11, 2019



CASE NUMBER:
Preliminary Plat of Opal Sunset Subdivision

LOCATION:
3851 W. Farm Road 148/University St.

ACRES:
Approximately 9.3 acres

EXISTING LAND USE:
Vacant land previously a manufactured home community

APPLICANT:
A&R Property Developers, LLC

STAFF:
Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION:
Move to approve preliminary plat as submitted

SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a two-lot subdivision named “Opal Sunset Subdivision”.

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant’s proposal, with the conditions listed below is consistent with the City’s *Subdivision Regulations*.

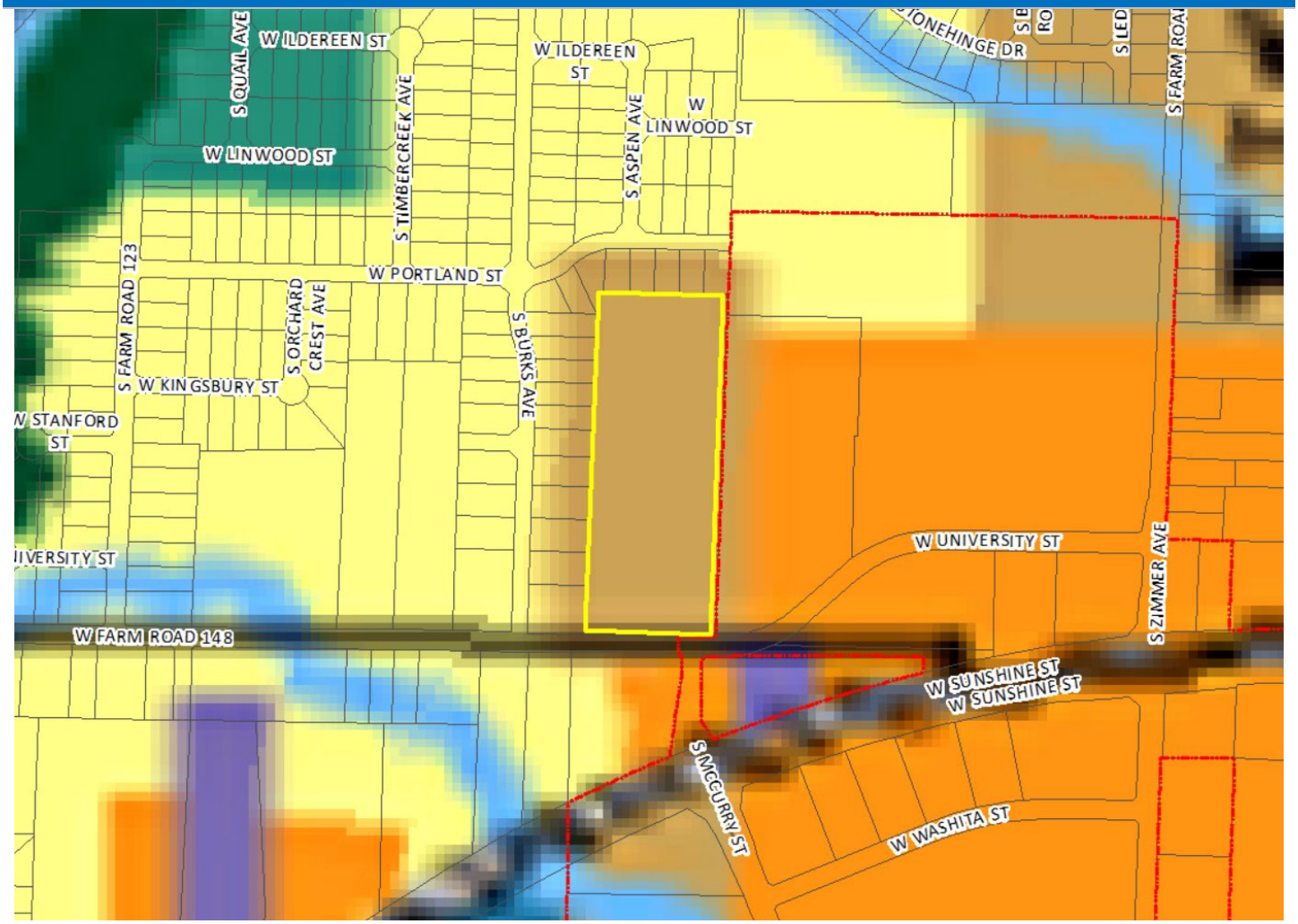
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	R-SF	HC	County R-1
LAND USE	Single-family residences	Church uses	Vacant commercial land	Single-family residences

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



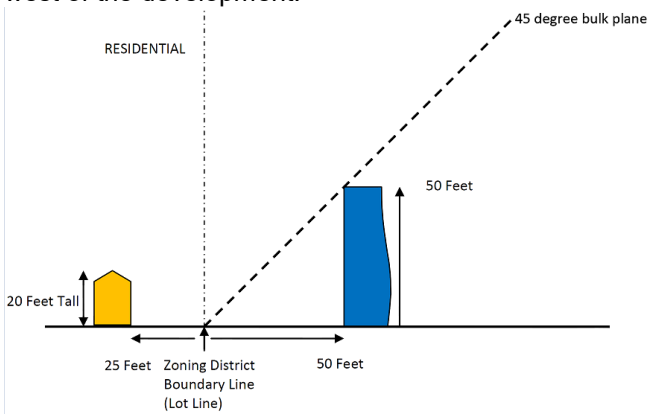
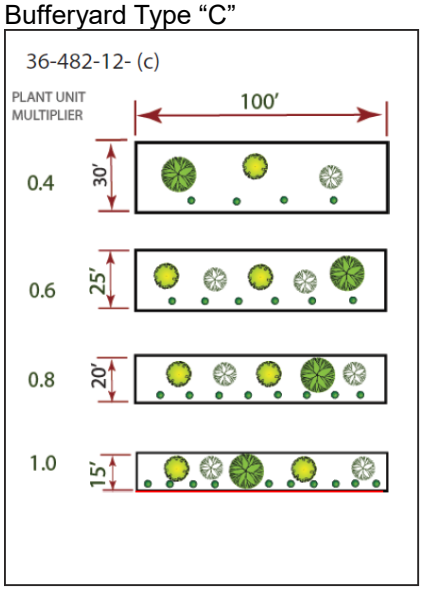
- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property is currently outside the City Limits in unincorporated Greene County and once annexed will be considered a tract of record.

COMPATIBILITY WITH THE ZONING ORDINANCE:

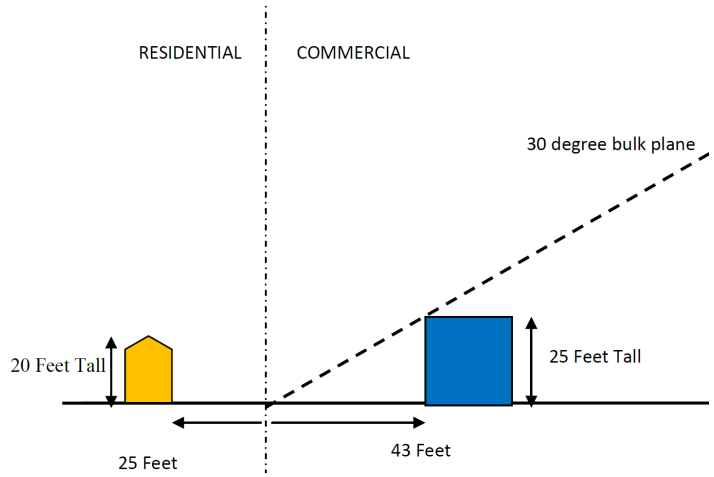
CODE ITEM	REQUIREMENTS FOR R-MD
Use Limitations	N/A
Maximum Structure Height	Thirty-five feet plus one additional foot for each additional two feet of setback provided on each side of the structure up to 75 feet. Above 75 feet, no additional setback is required.
Front Yard Setback	25 feet along a collector street
Side and Rear Setbacks	Rear: 12 feet (10% of lot depth) Side yard: 6 feet
Open Space Requirement	Not less than 20 percent
Design Requirements	Standard per code

BULK PLANE	LANDSCAPING
45-degree where property adjoins an R-SF district. This bulk plan would be required on the north, south and west of the development.  	Bufferyard Type “C” 

CODE ITEM	REQUIREMENTS FOR GR
Use Limitations	(a) All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-421(2), permitted uses, as follows: 1. If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted, provided they meet the provisions of, and a conditional use permit is issued pursuant to section 36-363, conditional use permits, of this

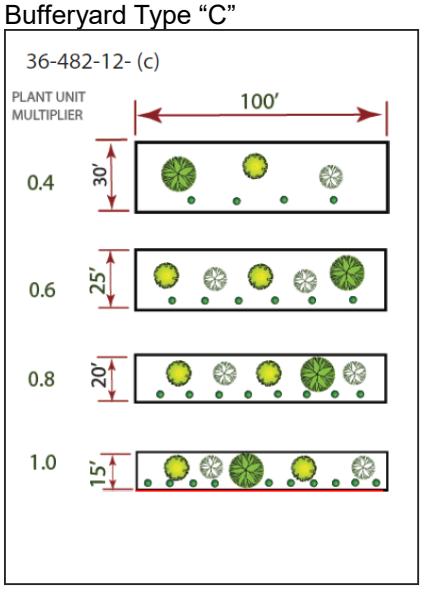
	article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. 2. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services.
Maximum Structure Height	None, except that no building shall be higher than a 30-degree bulk plane adjacent to R-SF or R-TH Districts
Front Yard Setback	Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space and yard regulations
Side and Rear Setbacks	None, except as required by the supplemental open space and bufferyard requirements
Open Space Requirement	20%
Design Requirements	Standard per code

BULK PLANE



LANDSCAPING

Bufferyard Type "C"



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium or High-Density Housing. Townhouses and all various forms of apartment buildings are included in this category, which are located where there is good traffic access, between Low-Density Housing and non-residential land uses, and at high-amenity locations. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers. The proximity of the proposed development to the West Bypass and Sunshine Street Activity Center will place residents in an area that has many amenities such as shopping, and employment centers. The most appropriate districts would be Low, Medium and High-Density Multi-Family Residential Districts.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 9.3 acres of property into a two-lot subdivision named “Opal Sunset Subdivision”.

2. 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.

3. Lot 1 is proposed for zoning to GR, General Retail District with COD #166 which requires a bufferyard adjacent to the proposed R-MD. Lot 2 is proposed for zoning to R-MD, Medium Density Multi-Family District with COD #166. Conditional Overlay District No. 166 requires a traffic study at the time of development, sidewalk, additional right-of-way and that the property be subdivided along the proposed zoning boundaries in accordance with the City’s Subdivision Regulations.

4. The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1.

PUBLIC NOTIFICATION:

The property was posted 10 days prior to the Planning and Zoning Commission meeting.

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

AT&T COMMENTS:

No comments.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No comments.

CLEAN WATER SERVICES COMMENTS:

Approval of the final plat will require public improvement plans to extend public sewer to lot 1. Public improvements must be completed and accepted or escrowed prior to filing of the plat or issuance of building permits. Sewer permits cannot be issued until accepted even if the sewer is escrowed.

FIRE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies W. Farm Road 148 as a Collector roadway. The standard right-of-way width for W. Farm Road 148 is 30 feet from the centerline. It appears approximately five feet of additional right-of-way needs to be acquired along the property frontage of W. Farm Road 148. A survey is recommended to determine the exact amount of existing right-of-way. A portion of W. Farm Road 148 is under Greene County jurisdiction. The intersection of University Street and McCurry Street is under City of Springfield jurisdiction.

DRIVEWAY ACCESS
There is currently two driveway access points to the property from W. Farm Road 148. Any new proposed driveway approaches must meet current minimum spacing requirements. Traffic prefers that only one driveway access be taken to the site from W. Farm Road 148 that aligns with S. McCurry Street and utilizes a cross-access easement between the two proposed lots.

SIDEWALK
There is not currently sidewalk along the entire length of the property frontage of W. Farm Road 148. Sidewalk is required to be constructed along the entire length of the property frontage (where it is not currently existing) as a part of this development/rezoning.

IMPROVEMENTS
A Traffic Impact Study (TIS) is required to be submitted as a part of the platting of this property. Any improvements required as a part of the TIS are required to be constructed and approved or funds escrowed, prior to approval of the final plat. The requirement of the TIS is due to an increase of more than 1,000 additional trips during a weekday. There are numerous other improvements occurring in the area adjacent to the property pertaining to this annexation/rezoning. These improvements include construction of University Street, a new traffic signal at McCurry and Sunshine, a new traffic signal at Sunshine and Zimmer, Zimmer Avenue

widening/sidewalk, to name a few. Any public improvements required as a part of the TIS will need to be coordinated with these recently completed/under construction improvements.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft)	Required Street ROW from Centerline (ft)
Street 1	W. Farm Road 148	Collector	No	25	30

SEDIMENT EROSION CONTROL COMMENTS:

A City Land Disturbance Permit will be required due to the estimated area of disturbance being >1 acre. You will need to submit a Stormwater Pollution Prevention Plan (SWPPP), including narrative, site plan and attachments. Include any associated PW improvements in the area of disturbance on the SWPPP site plan.

STORMWATER COMMENTS:

The property is in the Wilson's Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention and water quality is required according to Chapter 96. Buyout in lieu of on-site stormwater detention is not applicable as stormwater improvements are to be provided in that area. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. Concentrated points of discharge from these improvements will be required to drain into a certified natural surface-water channel, public right-of-way, or a drainage easement. Drainage easements must be provided for this conveyance.
3. If disturbing more than one-acre water quality will also have to be provided.
4. More detailed stormwater calculations must be submitted before any permits can be approved.

Public Works Stormwater Division	Response
Drainage Basin	Wilson's Creek
Is property located in Floodplain	No
Is property located on a sinkhole	No
Is stormwater buyout an option	No

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONS OF PLAT APPROVAL

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.

Engineering Report for
the Preliminary Plat of

OPAL SUNSET

General Retail and Residential Medium Density with COD Max. 24 DU/Ac.
Springfield, Greene County, Missouri

December 2018

STATE OF MISSOURI
TERESA A. DAVISON
NUMBER
E-2002003148
REGISTERED PROFESSIONAL ENGINEER
12/14/18

Prepared for:

A&R Developers, LLC
789 N. Miller Ave.
Springfield, MO 65803
Ph: 417-865-5959

Prepared By:

Heithaus Engineering & Associates, Inc.
MO COA #2010021970 (E), #2010018087 (LS)
535 West Battlefield Street
Springfield, Missouri 65807
(417) 887-3238, Fax (417) 887-1940

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C. STREET SYSTEM & DESIGN 3
D. WATER, GAS AND ELECTRIC SUPPLY 4
E. MUNICIPAL SERVICES 4

III. CONCLUSION **4**

APPENDIX A **5**

OTO MAJOR THOROUGHFARE PLAN MAP
UTILITY MAPS – WATER, GAS, ELECTRIC, SANITARY & STORMSEWER
SCS CURVE NUMBER CALCULATIONS
WATER QUALITY RUNOFF CALCULATION WORKSHEET
FEMA FIRMETTE MAP
USFWS WETLAND MAPPER
USDA/NRCS CUSTOM SOIL RESOURCE REPORT

ENGINEERING REPORT FOR:

OPAL SUNSET

Springfield, Greene County, Missouri

I. INTRODUCTION

The subject property consists of approximately 9.314 acres that previously occupied a mobile home park and is proposed to be subdivided and redeveloped for General Retail (GR) and Residential-Medium Density (R-MD) uses. The property is currently adjacent to the western City limits of Springfield lying north of West Farm Road 148 (University St.) in part of the SE1/4 of the SW1/4 of Section 29, Township 29N, Range 22W in Greene County, Missouri. An annexation petition and rezoning application have been submitted congruent with the preliminary plat application. The rezoning application designates 1.148± for GR use and 8.077± acres for R-MD with a Conditional Overlay District (COD) limiting the maximum density to 24 dwelling units (DU/acre). If annexed and rezoned, the property will be subdivided, designed and constructed to meet current City regulations including dedication of 10-feet of additional right-of-way (0.089± acres) along the property frontage on W. Farm Road 148 (University St.). Neighboring properties to the north and west, while properties to the east are zoned Highway Commercial (HC). The requested zoning is also compatible with the Future Land Use Plan from the City of Springfield Comprehensive Plan which recommended R-MD or R-HD for the subject property.

II. DEVELOPMENT INFRASTRUCTURE & SERVICES

All improvements are to meet City of Springfield and City Utilities of Springfield regulations including access drives, sidewalk along W. Farm Rd. 148 frontage, stormsewers and water quality detention, sanitary sewers, water lines and private hydrants as necessary, electrical service and natural gas. The following subsections outline related criteria for the development:

A. Stormwater Drainage

1. The site generally drains northwesterly discharging to an existing downstream residential detention basin. A water quality detention basin will be constructed near the northwest side of the development similar to basin shown on the preliminary plat to meet current design guides (reference the appendix for SCS calculations and preliminary WQ volumes). An internal stormsewer system consisting of surface drainage, inlets pipes will convey

stormwater runoff from the development to the detention basin in accordance with City regulations. Design calculations and plans indicating pipe, ditch, inlet and basin sizing will be provided for review by the City's Stormwater Engineer. A post construction stormwater best management plan will be provided in accordance with City WQ Protection Policy Resolution 99-168 (**Reference Preliminary Plat (PP) Checklist Items #22 & 24**)

2. As referenced to FEMA Flood Insurance Rate Map for the City of Springfield, Greene County, Missouri (Community-Panel Number 29077C0336E, Effective Date: December 17, 2010), the subject property lies within Zone Designation "X", "other areas" determined to be outside the 0.2% annual chance floodplain.

3. A land disturbance permit from the Missouri Department of Natural Resources (MDNR) will be required since the proposed development will disturb more than 1 acre of land. Erosion and Sediment Best Management Practices (BMPs) will be outlined in the Stormwater Pollution Prevention Plan (SWPPP) and indicated on the improvements plans to be incorporated with construction.

4. No sinkholes have been identified on or appear to exist on the subject property. (**Ref. PP Chklst Items #20, 21 & 23**)

B. Sanitary Sewer

Wastewater disposal for the development will be provided by City of Springfield connecting to an existing 8-inch diameter gravity sewer main located near the northwest corner of the property in the adjacent residential subdivision (Springview Heights). Based on the proposed zoning R-MD w/COD 24 max. DU/Ac., sewer capacity issues were not identified. (**Ref. PP Chklst Item #26**)

C. Street System & Design

Referencing the Ozarks Transportation Organization (OTO)'s Long Range Transportation Plan 2040, W. Farm Road 148 has been designated a Collector on the Major Thoroughfare Plan. Collectors require 60-ft. minimum right-of-way (30' from centerline), therefore 10' of

additional right-of-way along the north side of W. Farm Rd 148 will be dedicated to provide the required 30' from centerline.

A Traffic Impact Study will be required prior to development of the GR and Residential Lots. Each lot will have its own access to W. Farm Road 148 meeting current spacing and sight distance requirements. The access to the GR tract (Lot 1) is to be installed directly opposed to McCurry Street. No Public Streets, cul-de-sacs or temporary dead-end streets proposed with this subdivision. (**Ref. PP Chklst Items #27, 30, 31, 33, 34, 36, 37, 39 & 40**)

D. Water, Gas and Electric Supply

Water, Natural Gas and Electric for the development will be supplied by City Utilities of Springfield with existing facilities existing in the project vicinity.

E. Municipal Services

Municipal services for the proposed development will be provided by the City of Springfield including the Springfield Public Schools District, Springfield Fire Protection District and Springfield Police Department.

III. CONCLUSION

As outlined above, the proposed development meets the general requirements of the City of Springfield Comprehensive Plan with adequate utilities and municipal services available to serve the entire development.

APPENDIX A

OTO MAJOR THOROUGHFARE PLAN MAP
UTILITY MAPS – WATER, GAS, ELECTRIC, SANITARY & STORMSEWER
SCS CURVE NUMBER CALCULATIONS
WATER QUALITY RUNOFF CALCULATION WORKSHEET
FEMA FIRMETTE MAP
USFWS WETLAND MAPPER
USDA/NRCS CUSTOM SOIL RESOURCE REPORT

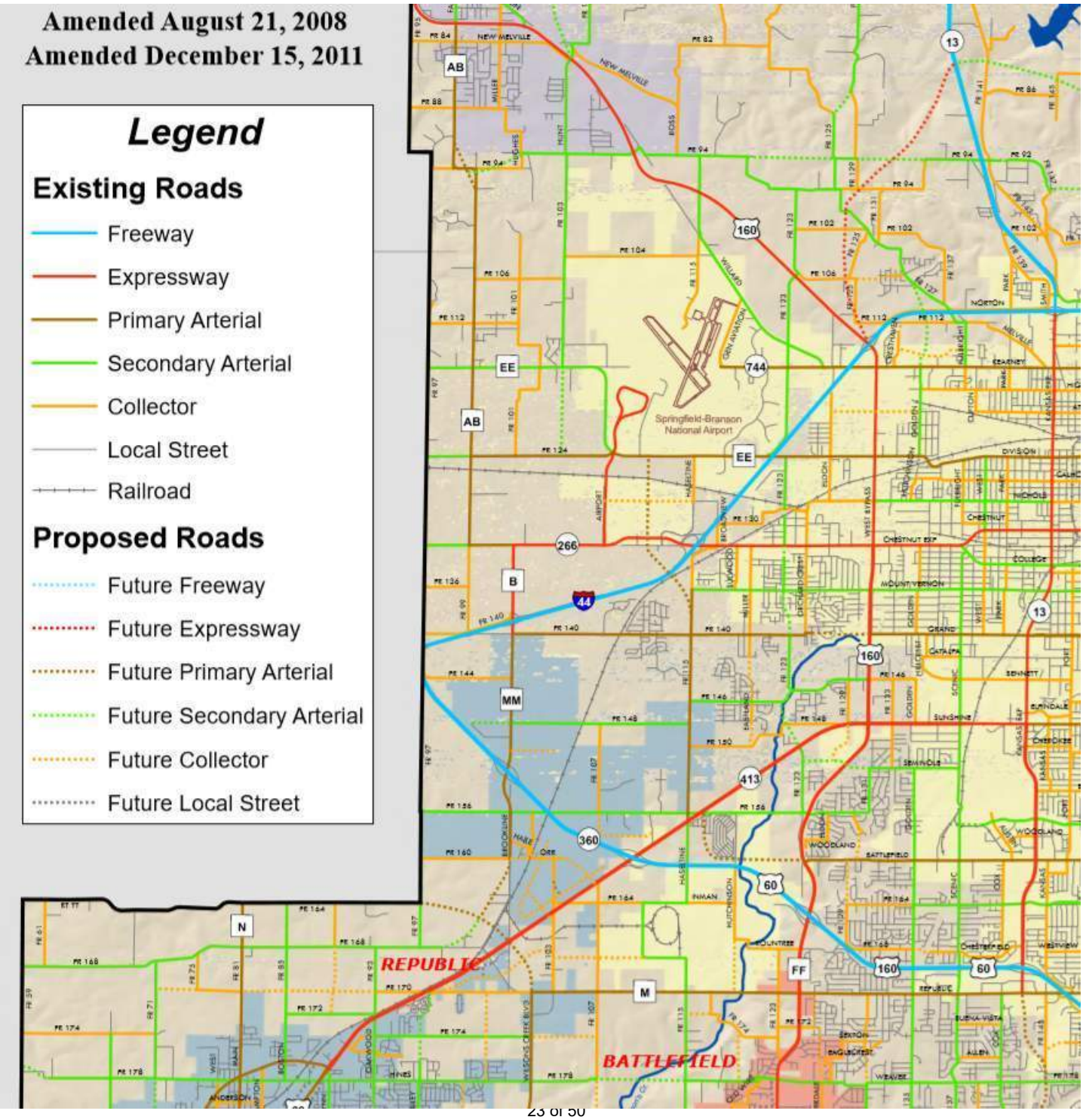
Major Thoroughfare Plan

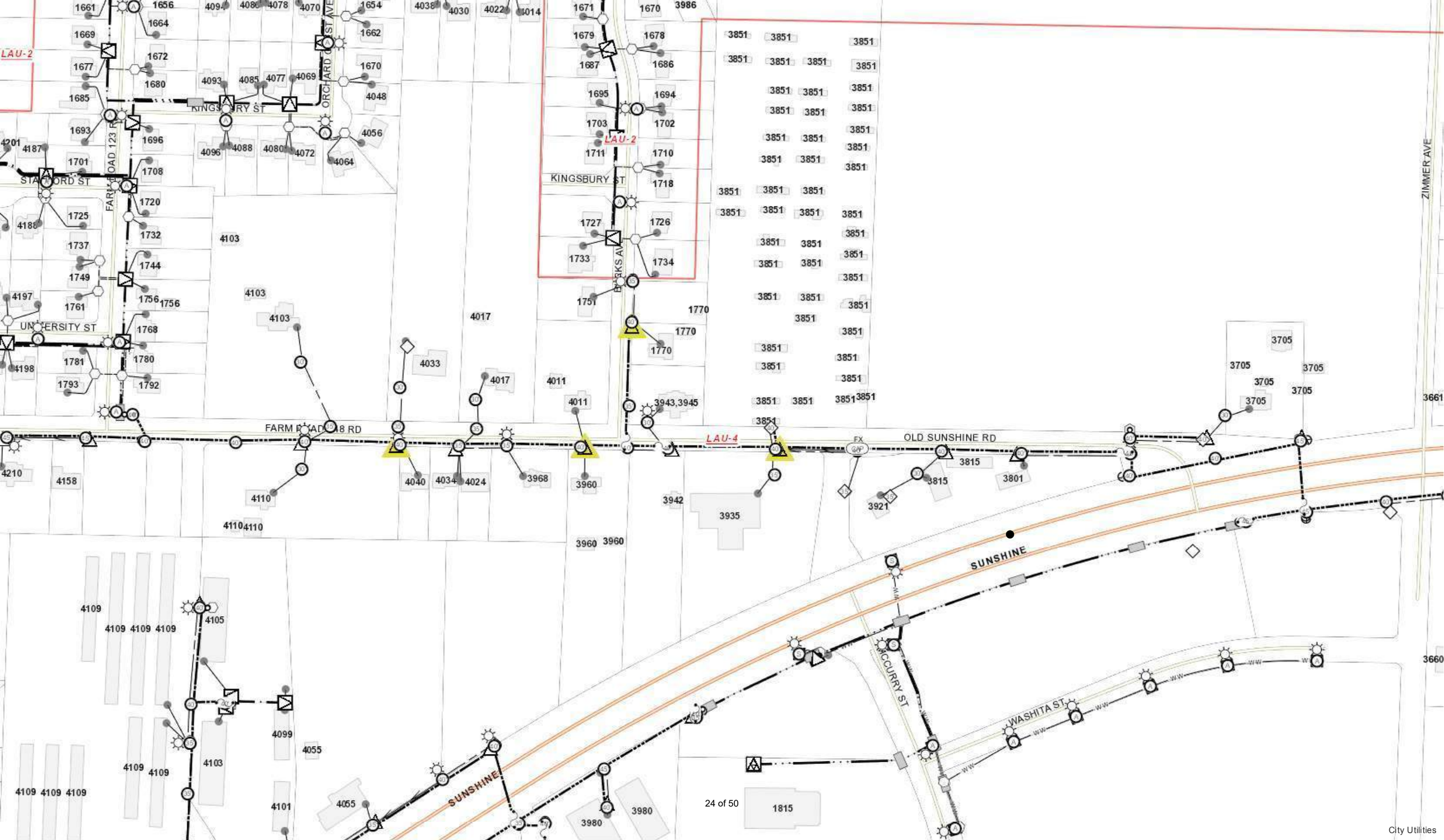
Ozarks Transportation Organization

As approved by the OTO Board of Directors

N

These image clips have been taken from the City's website https://www.springfieldmo.gov/DocumentCenter/View/22236/Major-Thoroughfare-Plan-Graphic-PDF?bidId=





City Utilities

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ORCHARD CREST AVE
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UNIVERSITY ST
BURKS AVE
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ZIMMER AVE
FARM ROAD 148 RD
OLD SUNSHINE RD
SUNSHINE
MCCURRY ST
WASHITA ST
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sw-e06
sw-f07
sw-f06
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82272
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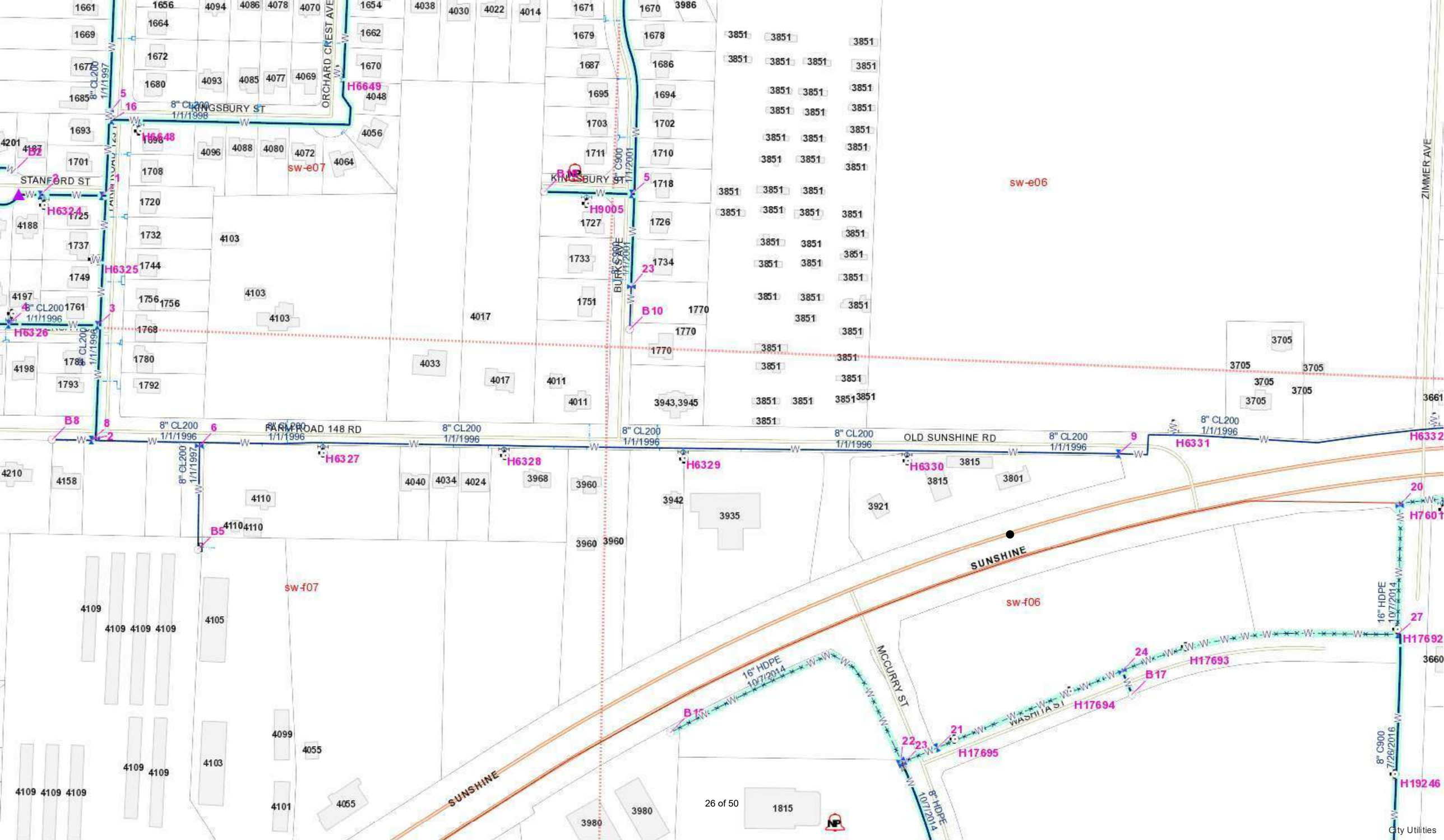
City Utilities


KINGSBURY ST
STANFORD ST
ORCHARD CREST AVE
BURKS COVE
FARM ROAD 148 RD
OLD SUNSHINE RD
SUNSHINE
MCCURRY ST
WASHITA ST
ZIMMER AVE
8" CL200 1/1/1997
8" CL200 1/1/1998
8" CL200 1/1/1996
8" C900 7/1/2001
16" HDPE 10/7/2014
8" HDPE 10/7/2014
8" C900 7/26/2016
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26 of 50
City Utilities

DISCLAIMER: All information included on this map or digital file is provided 'as-is' for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

City of Springfield, Missouri

Opal Sunset

CITY OF Springfield

Printed: Dec 14, 2018

SCS Curve Number Calculations

Project Name: **Opal Sunset**
Project Number: 216051
Date: 11/10/2016 **Basin:** Onsite

Conditions: **Existing 2016**

Area Label	Area Description	Soil Name	Hydrologic Soil Group (A, B, C, D)	SCS Curve Number, CN	Contributing Area (Ac.)	C*A
	Paved parking lots, roofs (35%)		C	98	3.26	318.99
	Open Space: Good Cond. Grass> 75%		C	74	6.05	447.33
			Subtotal =		**9.30**	766.32
			Avg. SCS Curve Number "CN" =	**82**	**Existing 2016**	

Conditions: **Proposed Development**

Area Label	Area Description	Soil Name	Hydrologic Soil Group (A, B, C, D)	SCS Curve Number, CN	Contributing Area (Ac.)	C*A
	Paved parking lots, roofs		C	98	7.44	729.12
	Open Space: Good Cond. Grass> 75%		C	80	1.86	148.80
			Subtotal =		**9.30**	877.92
			Avg. SCS Curve Number "CN" =	**94**	**Proposed Development**	

Water Quality Runoff Calculation Worksheet
SCS Runoff Curve Number Method and 1/2 inch over total impervious area

Project Name: Opal Sunset

First 1/2" runoff from directly connected impervious area

Q (Vol in CF)

Area of impervious surface (Acres.) = 7.44 ac

Q = 0.3100 ac - ft
WQCV (1.25) = **0.3875 ac-ft = 16,880 CF**

Runoff from 1-inch in 24 hours Over Entire Site

$$Q = \frac{(P-Ia)^2}{(P-Ia)+S}$$

$$Ia = 0.2S$$

$$Q = \frac{(P - 0.2S)^2}{(P + 0.8S)}$$

$$S = \frac{1000}{CN} - 10$$

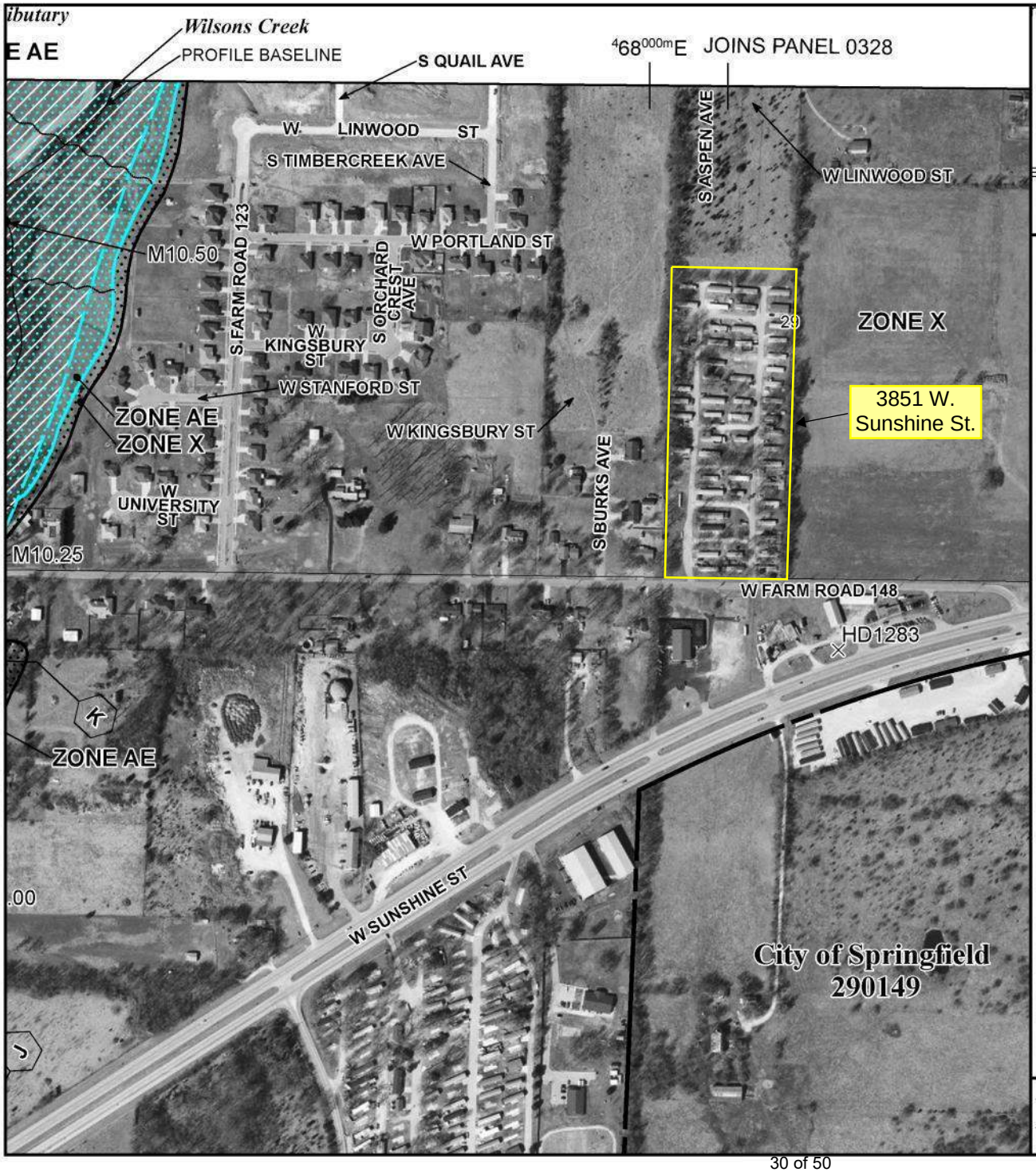
Area of development (Acres) = 9.3 ac

P (rainfall in inches)= 1 in
CN (weighted CN) = 94

S = 0.64

Q = 0.5037 inches

WQCV(1.25) = **0.4880 ac-ft = 21,257 CF**



ance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

0 250 500 750 1,000 FEET

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0336E

FIRM

FLOOD INSURANCE RATE MAP

GREENE COUNTY, MISSOURI

AND INCORPORATED AREAS

PANEL 336 OF 505

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
GREENE COUNTY	290782	0336	E
SPRINGFIELD, CITY OF	290149	0336	E

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
29077C0336E

EFFECTIVE DATE
DECEMBER 17, 2010

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

U.S. Fish and Wildlife Service
National Wetlands Inventory

3851 W Sunshine St

February 21, 2017

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

United States Department of Agriculture

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Greene County, Missouri

December 14, 2018

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

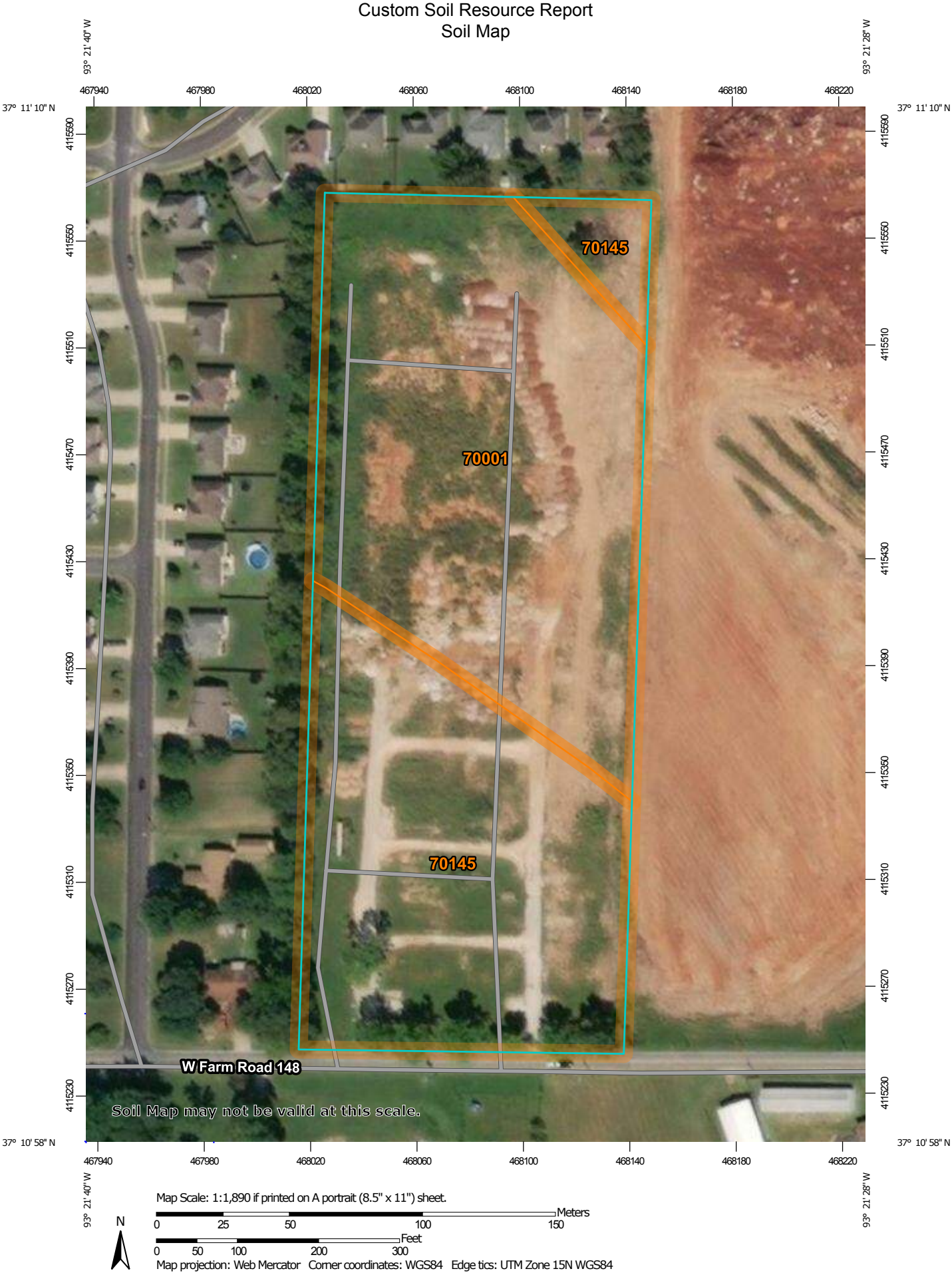
Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.


93° 21' 40" W
93° 21' 28" W
37° 11' 10" N
37° 10' 58" N
467940
467980
468020
468060
468100
468140
468180
468220
4115590
4115550
4115510
4115470
4115430
4115390
4115350
4115310
4115270
4115230
70145
70001
70145
W Farm Road 148
Soil Map may not be valid at this scale.
Map Scale: 1:1,890 if printed on A portrait (8.5" x 11") sheet.
Meters
0 25 50 100 150
Feet
0 50 100 200 300
N
Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 15N WGS84

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Map Unit Polygons

Soil Map Unit Lines

Soil Map Unit Points

Special Point Features

Blowout

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

Sodic Spot

Spoil Area

Stony Spot

Very Stony Spot

Wet Spot

Other

Special Line Features

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Greene County, Missouri
Survey Area Data: Version 23, Sep 13, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 15, 2010—Oct 1, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
70001	Bona gravelly silt loam, 8 to 15 percent slopes	5.2	53.8%
70145	Keeno-Bona complex, 2 to 5 percent slopes	4.5	46.2%
Totals for Area of Interest		**9.7**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,

onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Greene County, Missouri

70001—Bona gravelly silt loam, 8 to 15 percent slopes

Map Unit Setting

National map unit symbol: 2qpb9
Elevation: 800 to 1,300 feet
Mean annual precipitation: 41 to 45 inches
Mean annual air temperature: 55 to 57 degrees F
Frost-free period: 194 to 221 days
Farmland classification: Not prime farmland

Map Unit Composition

Bona and similar soils: 90 percent
Minor components: 2 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Bona

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Slope alluvium over residuum weathered from limestone over limestone

Typical profile

Ap - 0 to 7 inches: gravelly silt loam
A - 7 to 12 inches: very gravelly silt loam
BA - 12 to 19 inches: very gravelly silt loam
2Bt1 - 19 to 45 inches: very gravelly clay
3Bt2 - 45 to 62 inches: clay
4R - 62 to 80 inches: bedrock

Properties and qualities

Slope: 8 to 15 percent
Depth to restrictive feature: 60 to 80 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water storage in profile: Low (about 5.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C
Ecological site: Chert Upland Prairie (R116BY021MO)

Other vegetative classification: Grass/Prairie (Herbaceous Vegetation)
Hydric soil rating: No

Minor Components

Sacville

Percent of map unit: 2 percent
Landform: Hillslopes
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Grass/Prairie (Herbaceous Vegetation)
Hydric soil rating: Yes

70145—Keeno-Bona complex, 2 to 5 percent slopes

Map Unit Setting

National map unit symbol: 2qpdn
Elevation: 800 to 1,500 feet
Mean annual precipitation: 41 to 45 inches
Mean annual air temperature: 55 to 57 degrees F
Frost-free period: 194 to 221 days
Farmland classification: Not prime farmland

Map Unit Composition

Keeno and similar soils: 48 percent
Bona and similar soils: 37 percent
Minor components: 2 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Keeno

Setting

Landform: Ridges
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Crest
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Slope alluvium over pedisediment over residuum weathered from limestone

Typical profile

A - 0 to 11 inches: gravelly silt loam
Bt - 11 to 28 inches: very gravelly silty clay loam
2Btx - 28 to 39 inches: extremely gravelly silt loam
3Bt - 39 to 80 inches: extremely gravelly clay

Properties and qualities

Slope: 2 to 5 percent
Depth to restrictive feature: 20 to 33 inches to fragipan

Natural drainage class: Moderately well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 18 to 30 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water storage in profile: Very low (about 2.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4s
Hydrologic Soil Group: C
Ecological site: Chert Upland Prairie (R116BY021MO)
Other vegetative classification: Grass/Prairie (Herbaceous Vegetation)
Hydric soil rating: No

Description of Bona

Setting

Landform: Ridges
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Crest
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Loess over residuum weathered from limestone

Typical profile

Ap - 0 to 10 inches: gravelly silt loam
Bt1 - 10 to 19 inches: very gravelly silty clay loam
Bt2 - 19 to 31 inches: extremely gravelly silty clay loam
2Bt3 - 31 to 80 inches: clay

Properties and qualities

Slope: 2 to 5 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water storage in profile: Low (about 5.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C
Ecological site: Chert Upland Prairie (R116BY021MO)
Other vegetative classification: Grass/Prairie (Herbaceous Vegetation)
Hydric soil rating: No

Minor Components

Lowassie

Percent of map unit: 2 percent
Landform: Sinkholes
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Trees/Timber (Woody Vegetation)
Hydric soil rating: Yes

References

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

National Research Council. 1995. Wetlands: Characteristics and boundaries.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577

Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580

Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.

United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.

United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374

United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf

ATTACHMENT 4

PRELIMINARY PLAT
OPAL SUNSET SUBDIVISION

SPRINGFIELD, GREENE COUNTY, MISSOURI

DEED DESCRIPTION (Tract IV):

THE SOUTH NINE (9) ACRES OF THE FOLLOWING DESCRIBED PROPERTY:
ALL COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTH HALF ($S\frac{1}{2}$) OF THE SOUTHWEST QUARTER ($SW\frac{1}{4}$) OF SECTION TWENTY-NINE (29), RANGE TWENTY-NINE (29), RANGE TWENTY-TWO (22), THENCE WEST ALONG THE SOUTH LINE OF SAID $S\frac{1}{2}$ OF THE $SW\frac{1}{4}$ 6 & $\frac{193}{1000}$ CHAINS; THENCE NORTH 120 RODS TO THE CENTER OF A ROAD RUNNING NORTH SIDE OF SAID LANDS; THENCE EAST 6 & $\frac{193}{1000}$ CHAINS; THENCE SOUTH 120 RODS TO THE POINT OF BEGINNING, IN GREENE COUNTY , MISSOURI, EXCEPT BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE EAST 8 FEET; THENCE SOUTHERLY TO A POINT 18 FEET EAST OF THE SOUTHWEST CORNER OF ABOVE DESCRIBED TRACT; THENCE WEST 18 FEET; THENCE NORTH TO POINT OF BEGINNING; ALSO EXCEPT ANY PART THEREOF DEEDED, TAKEN OR USED FOR ROAD, STREET, OR HIGHWAY PURPOSES.

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION TWENTY-NINE (29), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22); THENCE SOUTH 310.52 FEET TO THE SOUTHEAST CORNER OF A TRACT DEEDED IN BOOK 2064 AT PAGE 698 FOR POINT OF BEGINNING; THENCE WEST 391.98 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 55.57 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST 392.00 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 55.57 FEET TO THE POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR USED FOR ROADS.

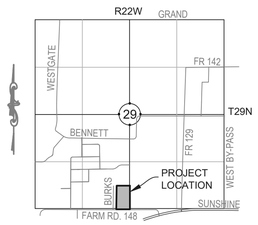
LOT 1 DESCRIPTION:

COMMENCING (P.O.C.) AT AN EXISTING IRON PIN AT THE SOUTH QUARTER CORNER OF SECTION 29 TOWNSHIP 29 NORTH RANGE 22 WEST; THENCE NORTHERLY ALONG THE QUARTER SECTION LINE N 02°15'31" E A DISTANCE OF 30' TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF MENARDS WEST SUBDIVISION, RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE PLAT BOOK AAA AT PAGE 488 (BOOK 2017 PAGE 041424-17);
THENCE N 88°44'39" W A DISTANCE OF 263.20';
THENCE N 02°15'31" E A DISTANCE OF 190.00';
THENCE S 88°44'39" E A DISTANCE OF 263.20' TO THE WESTERLY LINE OF SAID SUBDIVISION;
THENCE ALONG SAID WESTERLY LINE S 02°15'31" W A DISTANCE OF 190.00' TO SAID TRUE P.O.B., HAVING AN AREA OF 50,000.00 SQUARE FEET, 1.148 ACRES MORE OF LESS AND SUBJECT TO ALL EASEMENTS AND/OR OR RIGHTS-OF WAY, ALL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 22 WEST SPRINGFIELD, GREENE COUNTY, MISSOURI.

LOT 2 DESCRIPTION:

COMMENCING (P.O.C.) AT AN EXISTING IRON PIN AT THE SOUTH QUARTER CORNER OF SECTION 29 TOWNSHIP 29 NORTH RANGE 22 WEST; THENCE NORTHERLY ALONG THE QUARTER SECTION LINE N 02°15'31" E DISTANCE OF 219.98' TO THE TRUE POINT OF BEGINNING (P.O.B.);
THENCE N 88°44'39" W A DISTANCE OF 263.20';
THENCE S 02°15'31" W A DISTANCE OF 190.00';
THENCE N 88°44'39" W A DISTANCE OF 123.77';
THENCE N 01°56'45" E A DISTANCE OF 1031.02' TO THE SOUTHLINE OF LOT 24 SPRINGVIEW HEIGHTS AS DESCRIBED IN GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK WW, PAGE 100;
THENCE ALONG SAID SOUTHLINE S 88°43'39" E A DISTANCE OF 392.60' TO THE SOUTHEAST CORNER OF SAID SPRINGVIEW HEIGHTS, POINT ALSO BEING ON THE WESTERLY LINE OF MENARDS WEST SUBDIVISION RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE PLAT BOOK AAA AT PAGE 488 (BOOK 2017 PAGE 041424-17);
THENCE ALONG LAST SAID SUBDIVISION S 02°15'31" W A DISTANCE OF 840.99' TO SAID TRUE POINT OF BEGINING HAVING AN AREA OF 351,821.76 SQUARE FEET, 8.077 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND/OR RIGHTS-OF-WAY, ALL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 29, TOWNSHIP 29 NORTH, RANGE 22 WEST SPRINGFIELD, GREENE COUNTY, MISSOURI.

INTERIOR ANGLES	
1	89°18'36"
2	90°40'24"
3	89°00'50"
4	91°00'10"
TOTAL =	360°00'00"
(4 - 2) x 180° = 360°00'00"	



LOCATION MAP
SCALE = 1" = 2000'

SURVEYOR'S ACKNOWLEDGEMENT

THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF AGRICULTURE, DIVISION OF GEOLOGY AND LAND SURVEY, AND THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS. 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 OWNERSHIP AS SHOWN ARE BASED UPON INFORMATION PROVIDED BY OTHERS AND DO NOT REPRESENT AN OPINION AS TO TITLE.

KENNETH M. HEITHAUS P.L.S. 1918

12/28/2018
DATE

STATE OF MISSOURI
KENNETH MICHAEL HEITHAUS
NUMBER
LS-1918
REGISTERED LAND SURVEYOR

ZONING:

COUNTY ZONING: C-1
CHANGING TO GR(GENERAL RETAIL) & R-MD w/COD (RESIDENTIAL - MEDIUM DENSITY WITH COD)
WITH ANNEXATION INTO THE CITY OF SPRINGFIELD

MINIMUM YARD REQUIREMENTS:

FRONT: 25' ALONG COLLECTOR
REAR: NONE / BEFFERYARD REQUIRED
SIDE: NONE / BUFFERYARD REQUIRED

UTILITY SUPPLIERS:

GAS, WATER & ELECTRIC
CITY UTILITIES OF SPRINGFIELD
301 E CENTRAL,
SPRINGFIELD, MO 65802

SANITARY SEWER & STORMWATER:
SPRINGFIELD PUBLIC WORKS
840 BOONVILLE AVE.
SPRINGFIELD, MO 65802

STORMWATER DETENTION:
CITY OF SPRINGFIELD
GREENE COUNTY (DOWNSTREAM)

STANDARD LEGEND

	EXISTING IRON PIN
	IRON PIN SET LS 1918
(M)	MEASURED
(R)	RECORD
WV	WATER VALVE
WM	WATER METER
FH	FIRE HYDRANT
PP	POWER POLE
	TELEPHONE RISER
	MAIL BOX
	LAMP POST
	MANHOLE
	GAS
WAT	WATER LINE
OHE	OVERHEAD ELECTRIC
X	CHAIN LINK FENCE
	GAS LINE
SAN	SANITARY SEWER LINE
R/W	RIGHT OF WAY LINE
UE	UNDERGROUND ELECTRIC
TEL	TELEPHONE LINE
	CONTOUR
920	INDEX CONTOUR

OWNER / DEVELOPER

A & R PROPERTY DEVELOPERS LLC
a Missouri limited liability company
RICHARD G. KRAMER
9832 E RIVERVIEW DR.
ROGERSVILLE, MO 65742
417-865-5959
richkramer@richkramer.com

SOURCE OF TITLE

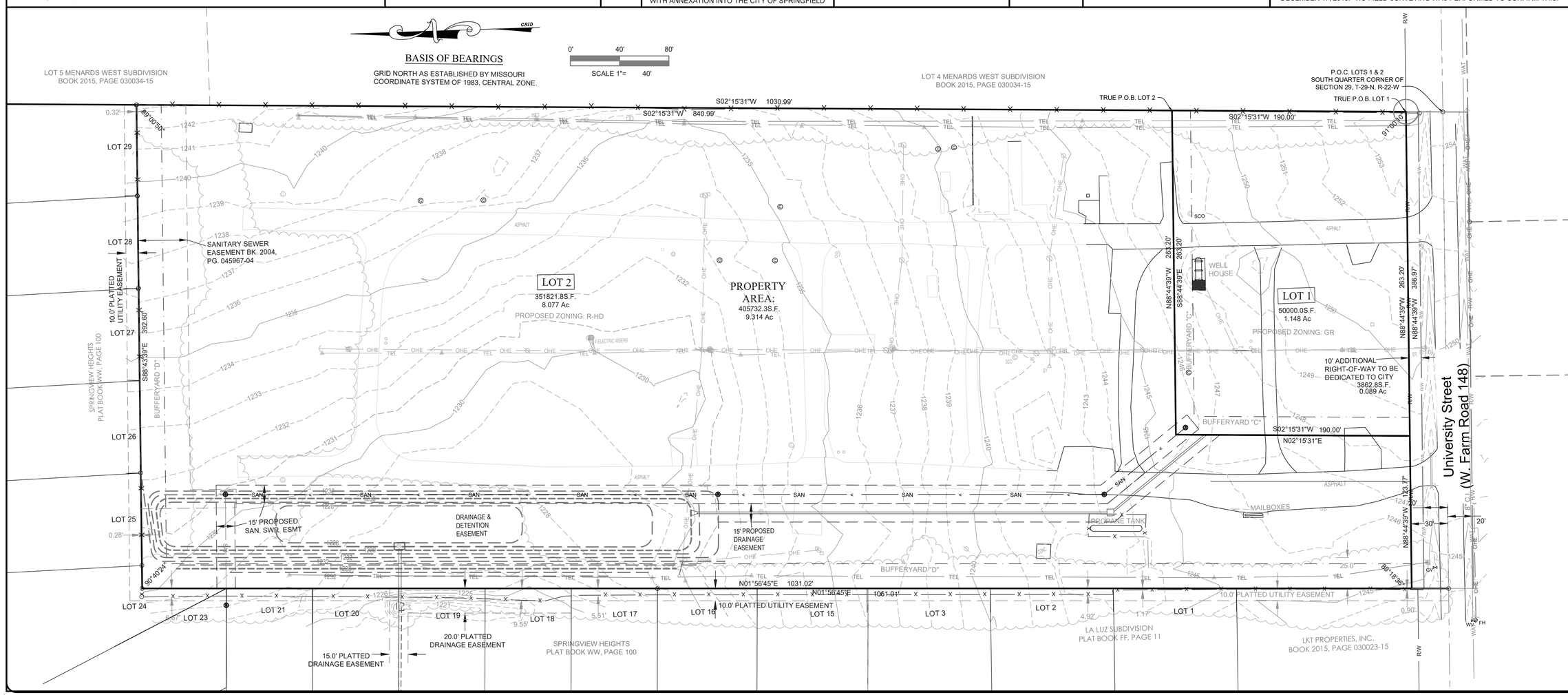
SPECIAL WARRANTY DEED:
Book: 2015
Page: 049884-15

PRELIMINARY PLAT NOTES:

1. PROPERTY AREA = 9.314 AC. - 0.089 AC. RIGHT-OF-WAY TO BE DEDICATED.
   1.1. LARGEST LOT LOT 1 = 50,000 SF = 1.148 AC
   1.2. SMALLEST LOT LOT 2 = 351,821 SF 8.077 AC
2. SIDEWALK REQUIRED ON ONE SIDE OF W. FARM ROAD 148.
3. PUBLIC SEWER WILL BE EXTENDED TO LOT 1.
4. DETENTION SHALL BE PROVIDED FOR THIS SUBDIVISION. DETENTION AND WATER QUALITY TO TO ACCOMMODATE THE INCREASE IN IMPERVIOUSNESS IN ACCORDANCE WITH CITY PUBLIC WORKS REQUIREMENTS PER CITY OF SPRINGFIELD DRAINAGE CRITERIA MANUAL.
5. ALL PORTIONS OF A BUILDING SHALL BE WITHIN 400 FEET FROM A FIRE HYDRANT ON AN APPROVED FIRE APPARATUS ACCESS ROAD, AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING, 600 FEET IF THE BUILDING IS EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM.

FLOODPLAIN NOTE

THIS PROPERTY LIES WITHIN ZONE "X" (OTHER AREAS) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP FOR THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI (COMMUNITY PANEL NUMBER MAP NUMBER 29077C0336E, REVISED: DECEMBER 17, 2010. NO FIELD SURVEYING WAS PERFORMED TO CONFIRM THIS.



Rev	Date	Description	Dwn/By	App

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Springfield, MO 65807
(417) 887-3238
FAX (417) 887-1940
http://www.heiweb.com
HEI@heiweb.com
Heithaus Engineering & Assoc., Inc.
MO COA #2011002370 (E); #2011001987 (LS)

A & R PROPERTY DEVELOPERS LLC

OPAL SUNSET SUBDIVISION

SPRINGFIELD, GREENE COUNTY, MISSOURI

PRELIMINARY PLAT

Drawn:	GI/TAD
Checked:	KMH
Date:	12/28/2018
Job No.	216051
Dwg#	216051PrePlat
Scale:	1" = 40'

SHEET 1 OF 1 SHEETS