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
March 11, 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 25, 2019 City Council Meeting.**

   Documents:

   02-25-2019.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 MEETING.**
6. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On. Item Nos. 7 Thru 11 Were Tabled At The February 25, 2019 City Council Meeting To Comply With City Code Section 2-57. Item No. 12 Was Removed From Consent Agenda-Second Reading Bills And Table Until The March 11, 2019 City**

Council Meeting. Item No. 14 Was Amended At The February 25, 2019 City Council Meeting And Public Hearing Is Being Continued On The Amendment Only. Citizens May Speak To Amendment Only. May Be Voted On.

7. **Council Bill 2019-026. (Ollis) Tabled At The February 25, 2019 City Council Meeting To Comply With City Code Section 2-57.**

   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) Tabled At The February 25, 2019 City Council Meeting To Comply With City Code Section 2-57.**

   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) Tabled At The February 25, 2019 City Council Meeting To Comply With City Code Section 2-57.**

   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) Tabled At The February 25, 2019 City Council Meeting To Comply With City Code Section 2-57.**

    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) Tabled At The February 25, 2019 City Council Meeting To Comply With City Code Section 2-57.**

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 2019-036. (Schilling) Removed From Consent Agenda-Second Reading And Tabled Until The March 11, 2019 City Council Meeting.**

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

13. **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

14. **Amended Council Bill 2019-045. (Prater) Public Hearing Is Being Continued For Amendment Only. Citizens May Speak To Amendment Only. May Be Voted On.**

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, 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:

AMENDED2019-045.PDF

15. **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

16. **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

17. **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

18. **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

19. **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

20. **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

21. **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

22. **RESOLUTIONS.**

23. **EMERGENCY BILLS.**

24. **PUBLIC IMPROVEMENTS.**

25. **GRANTS. Citizens May Speak. May Be Voted On. Item No. 27 Was Tabled At The February 25, 2019 City Council Meeting Until The March 11, 2019 City Council Meeting.**

26. **Council Bill 2019-042. Substitute No. 1. (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 $120,000.00.

Documents:

2019-042S1.PDF

27. **Council Bill 2019-042. (Lear) Tabled At The February 25, 2019 City Council Meeting Until The March 11, 2019 City Council Meeting.**

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

28. **AMENDED BILLS.**

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

30. **Council Bill 2019-055. (Ferguson)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 3.73 acres of property, generally located at 1116 and 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941

North National Avenue, from LB, Limited Business District and R-TH, Residential Townhouse District to GI, Government and Institutional Use District. (Staff and Planning and Zoning Commission recommend approval.) (By: Junior College District of Southwest Missouri (OTC); 1116, 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941 North National Avenue; Z-2-2019.)

Documents:

2019-055.PDF

31. **Council Bill 2019-056. (Ferguson)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 43.5 acres of property, generally located at 1325 North Eldon Avenue, from Planned Development No. 187, 1st Amendment, to GM, General Manufacturing District. (Staff and Planning and Zoning Commission recommend approval.) (By: Positronic Industries Inc.; 1325 North Eldon Avenue; Z-5-2019.)

Documents:

2019-056.PDF

32. **Council Bill 2019-057. (Prater)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.8 acres of property, generally located at 3040 East Cherry Street, from HC, Highway Commercial and R-LD, Low-Density Multi-family Residential District with Conditional Overlay District No. 77 to GM, General Manufacturing District and establishing Conditional Overlay District No. 167. (Staff and Planning and Zoning Commission recommend approval.) (By: Excel Investments LP; 3040 East Cherry Street; Z-6-2019 w/Conditional Overlay District No. 167.)

Documents:

2019-057.PDF

33. **Council Bill 2019-058. (Simpson)**

A general ordinance amending Chapter 36 of the Springfield City Code, 'Land Development Code,' Article III, 'Zoning Regulations,' Division VI, 'Design and Development Standards,' Section 36-483, 'Off-Street Parking and Loading Design Standards,' relating to surfacing requirements for driveways, vehicle parking, storage, and maneuvering areas. (Planning and Zoning Commission and Staff recommend approval.)

Documents:

2019-058.PDF

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

35. **Council Bill 2019-059. (Ollis)**

A special ordinance approving the plans and specifications for The Link Washington Avenue Project; accepting the bid of Hamilton and Dad, Inc., in the amount of $233,162.19, for said Project; and authorizing the City Manager to enter into a contract with such bidder.

Documents:

2019-059.PDF

36. **PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.**

37. **NEW BUSINESS.**

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.

38. **UNFINISHED BUSINESS.**

39. **MISCELLANEOUS.**

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

41. **Council Bill 2019-060. (Prater)**

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 Ozark Motor Lines Subdivision generally located at 2320 North Belcrest Avenue, 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:

2019-060.PDF

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

43. **Council Bill 2019-061. (Fisk)**

A special ordinance authorizing the City Manager, or his designee, to execute a contract with the Missouri Highways and Transportation Commission, providing for a grant of funds to the Airport Board in the amount of $46,201.00, for the design of Phase Two of the General Aviation Apron expansion at Springfield-Branson National Airport; amending the budget of the Airport Board in the amount of $51,334.00; and declaring that this bill qualifies for approval in one reading.

Documents:

2019-061.PDF

44. **Council Bill 2019-062. (Lear)**

A resolution confirming the reappointment of Kevin Guffey and Brad Thessing to the Glenstone Marketplace Community Improvement District Board of Directors. (Staff recommends approval).

Documents:

2019-062.PDF

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

46. **END OF CONSENT AGENDA.**

47. **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 25, 2019
Springfield, Missouri

The City Council met in regular session February 25, 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: Tom Prater, Mike Schilling, Jan Fisk, Andrew Lear, Phyllis Ferguson and Ken McClure.
Absent: Matthew Simpson, Craig Hosmer, and Richard Ollis

Minutes

There being no additions, deletions, or corrections, the minutes of the February 11, 2019 City Council Meeting and February 19. 2019 Special City Council meeting were approved as presented.

Consent Agenda

A request was made to remove Council Bill 2019-036 from Consent Agenda Second Reading Bills and it was added as item number 11.5. The Consent Agenda was approved as amended by the following vote:

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

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 an update on the first monthly Crime Report of 2019 provided by Paul Williams, Police Chief. Mr. Gage noted there was an overall six percent increase in crime for the year to date. He added Officer Keith Wright reviewed recent crime data at the request of Rusty Worley, Downtown Springfield Association Executive Director, and revealed a reduction of crime in six categories, and an overall 25 percent decrease in crime downtown since 2017. Mr. Gage stated the decrease was a testament to Springfield Police Department's restructuring and addition of Center City Squads several years prior, and strategically selecting officers for those squads. He added the Community's investments in ballot initiatives over the past five years, The Downtown Community Improvement District's spending over $100,000 per year in supplemental police patrols, Downtown Springfield Association's community events that draw approximately 100,000 people per year, and the millions of dollars in public and private investment bringing positive activity to the area are all responsible for lowering the crime rate in Downtown Springfield.

Mr. Gage provided an update on the Springfield Fire Department's involvement in National Heart Month during the month of February. He noted City partners Mercy, Cox Health, and local emergency services personnel in the 17-county region celebrated the success of Pulse Point, a free app that empowers CPR-trained citizens to provide critical response to cardiac arrests. Mr. Gage added nearly 1,000 people have downloaded the app since the project was launched in September 2017. He thanked the following funding and operational partners; Cox Health, Mercy, City of Springfield, Missouri State University, Ozarks Technical Community College, Drury University, Evangel University, City Utilities, and Springfield-Greene County Health Department.

Mr. Gage thanked Springfield Public Works Department road crews who worked diligently to keep roads salted and cleared throughout the recent Winter weather to hit the area. He added the department runs a pothole truck on City streets every day, except on snow and rain days, to

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improve road conditions from deterioration caused by icy weather. Mr. Gage stated in the past month they were able to fill 717 potholes, and during the upcoming Spring months they will be able to fill the potholes and place permanent asphalt patches when asphalt becomes available.

Mr. Gage provided a reminder of the ¼-cent capital improvement sales tax renewal initiative on the April 2, 2019 ballot. He noted City voters will be asked to vote on whether to renew the 30-year-old ¼- cent capital improvement sales tax with a ballot proposal that is a continuation with no additional cost to taxpayers. Mr. Gages stated the tax has been in place since 1989 and has generated nearly $250 million to maintain and improve City transportation and stormwater infrastructure systems. He added when possible, funding is leveraged with other partners, including County, State, and Federal Governments and Developers, and more information can be found at springfieldmo.gov/election.

Mr. Gage provided an overview of the City's new Down-Payment Assistance Program offered by the Springfield Planning and Development Department that is receiving a positive response to date. He noted the program encourages first-time home buyers to purchase homes in certain portions of Zone One and Zone Two and provides income-qualified home buyers with a loan up to $5,000 for closing costs on homes not exceeding a purchase price of $130,000. Mr. Gage stated the program is also open to non-first-time home buyers who are single parents or displaced homemakers under the Federal Income Guidelines He added more information is provided online at springfielddmo.gov.

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

Anita Cotter, City Clerk, noted section 2-57 of City Code states there must be two or more Councilmembers in attendance at the City Council Meeting in addition to the number of votes required to pass a bill. Ms. Cotter stated City Council would not be able to take up items seven thru 11.5 on the agenda based on attendance this evening, and the items should be tabled until the March 11, 2019 City Council Meeting when there is sufficient attendance to take action.

Mayor McClure asked for clarification on action on City Council's behalf being required to make those changes. Rhonda Lewsader, City Attorney, responded tabling the items would show action was taken and section 2-57 of City Code states if zoning district maps are being amended, attendance by at least two more Councilmembers than the required number of votes is required. Ms. Lewsader expressed her opinion a motion would be in order to table the bills until the March 11, 2019 City Council Meeting to allow for sufficient attendance.

Mayor McClure moved to table Council Bills 2019-026, 2019-027, 2019-028, 2019-029, 2019-030, and 2019-036 until the March 11, 2019 City Council Meeting to comply with City Code Section 2-57. Councilman Prater seconded the motion, and it was approved by the following vote:

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

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 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.)

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1630 W. Republic Street re-zoning

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.)

1403, 1405, 1409, 1411, 1415, 1423, 1425, and 1427 E. Cherry Street and 527 S. Pickwick Avenue re-zoning

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.)

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.

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.)

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.)

Cost Share 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.

Council Bill 2019-031. Special Ordinance 27150 was approved by the following vote: Ayes: Ferguson, Prater, Schilling, Fisk, Lear, and McClure. Nays: None. Abstain: None. Absent: Simpson, Hosmer, and Ollis.

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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.

Council Bill 2019-032. Special Ordinance 27151 was approved by the following vote: Ayes: Ferguson, Prater, Schilling, Fisk, Lear, and McClure. Nays: None. Abstain: None. Absent: Simpson, Hosmer, and Ollis.

The following bills appeared on the agenda under Resolutions.

Medical Marijuana

Sponsor: Fisk. Council Bill 2019-041. 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.)

Mary Lilly Smith, Director of Planning and Development, gave a brief overview of the proposed. Ms. Smith stated the proposed initiates amendments to the zoning ordinance in response to Missouri voters passing Constitutional Amendment Number 2 in November 2018, which legalized medical marijuana. She added it identified four types of facilities that may be associated with medical marijuana: cultivation, testing, manufacturing, and selling facilities. Ms. Smith expressed her opinion the Zoning Ordinance would require amendments to identify which districts those facility uses will be permitted in. She noted she will make a presentation to City Council at the City Council Lunch on March 5, 2019 to discuss the issue and anticipates being able to present the proposed amendments in Spring of 2019.

Mayor McClure asked for clarification on zoning amendments needing to be in place prior to August 3, 2019. Ms. Smith responded the State will begin accepting applications for licenses for these types of facilities, and applicants will be required to identify their location. She expressed her opinion the zoning ordinance should be amended so the State does not issue licenses for facilities in a district the City would currently not permit them.

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

Councilman Lear asked for clarification on the timing for the proposed. Ms. Smith responded the State begins accepting applications on August 3, 2019 and has 150 days to respond to those applications once received. She added, she will present a framework to City Council the following week and take recommendations back to the Planning and Zoning Committee for their last meeting in March, or first meeting in April, and then bring the proposed amendments to City Council in April or May of 2019.

Council Bill 2019-041. Resolution 10431 was approved by the following vote: Ayes: Ferguson, Prater, Schilling, Fisk, Lear, and McClure. Nays: None. Abstain: None. Absent: Simpson, Hosmer, and Ollis.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

The following bills appeared on the agenda under Grants.

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Public Health Opioid Crisis

Sponsor: Lear. Council Bill 2019-042. 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.

Councilman Lear stated the Springfield-Greene County Health Department requested to revise the grant documents, so he would be making a motion to table the bill to allow time for revisions to be incorporated, and a substitute bill to be brought back to City Council at the March 11, 2019 City Council Meeting.

Councilman Lear moved to table Council Bill 2019-042 until the March 11, 2019 City Council Meeting. Councilman Prater seconded the motion, and it was approved by the following vote: Ayes: Ferguson, Prater, Schilling, Fisk, Lear, and McClure. Nays: None. Abstain: None. Absent: Simpson, Hosmer, and Ollis.

AMENDED BILLS

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

2019 Capital Improvements Program

Sponsor: Lear. Council Bill 2019-043. 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.)

Randall Whitman, Principal City Planner, provided a brief overview of the proposed. Mr. Whitman noted the 2019 Capital Improvements Program is a schedule and strategy for funding and planning the construction, maintenance, and replacement of the City's infrastructure and public facilities for the next six-years. He added the purpose is to secure an estimate of all capital projects pending, and of those, which it is recommended should be undertaken within the budget year, and within the next five succeeding years. Mr. Whitman provided a definition of a Capital Improvement Project having a cost of $100,000 or more, is significant, permanent, or has a useful life of six years or more, and is located on City owned property, right-of-way, or easements. He added a Capital Improvement Project includes an independent project or comprehensive project, but does not include funding for equipment, services, supplies, personnel or dangers building demolition.

Mr. Whitman stated projects and programs included in the Capital Improvements Program Schedule are all programs and projects vetted by City Staff, including of all planned projects and programs, however he noted inclusion does not guarantee implementation. Mr. Whitman added the Capital Improvements Program is a planning program intended to ensure transparency. He noted there are 55 new projects/programs added to the 2019 Capital Improvements Project Schedule, and 40 of those will receive funding in 2019. Mr. Whitman added planned capital improvements for 2019 include 126 proposed projects with an estimated cost of $95,771,600 and planned capital improvements for 2020 thru 2024 include 160 proposed projects with an estimated cost of $425,594,549. He noted there were 28 completed Capital Improvement Projects in 2017 at a cost of $43,245,361.02.

Mayor McClure asked for clarification on the timeline of the Capital Improvements Program. Mr. Whitman responded there is a six-year rolling cycle that considers this year plus the following five years. Mayor McClure expressed his opinion there are many exciting projects that are needed, and it is good to have a plan in place.

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

Council Bill 2019-043. Resolution 14032 was approved by the following vote: Ayes: Ferguson, Prater, Schilling, Fisk, Lear, and McClure. Nays: None. Abstain: None. Absent: Simpson, Hosmer, and Ollis.

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

Springfield-Greene County 9-1-1 PAT salary schedule

Sponsor: Hosmer. Council Bill 2019-044. 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.

Zim Schwartze, Director of Emergency Communications, provided a brief overview of the proposed. Ms. Schwartze noted the Springfield-Greene County 9-1-1 Telecommunications Center is funded solely from a tax passed in 2007 and does not use City or County General Funds. She added the funding from the tax in 2019 is estimated to be enough to add six full-time positions, and the 9-1-1 Advisory Board and Greene County Board of Commissioners recommend approval.

Mayor McClure asked for clarification on the positions being added within the City Personnel system. Ms. Schwartze responded the County provides the funding, but the positions must be added through the City's Human Resources Department.

Councilwoman Ferguson asked for clarification if the additional would help limit overtime hours for current employees. Ms. Schwartze responded a previous work study showed the department could utilize as many as 16 additional positions and noted the 2019 funds would allow six additional positions to help begin limiting overtime hours being accrued.

Councilwoman Fisk asked for clarification on the average length of time employees stay in the department. Ms. Schwartze noted the department has the lowest turn over average to date at 10.95 percent, compared to a 19 percent National average. She added the department is lowering their turnover rate and keeping qualified employees longer, on average eight to ten years.

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

Fire Prevention and Protection Codes

Sponsor: Prater. Council Bill 2019-045. 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.

Councilman Prater stated City staff requested time to complete additional amendments to one section of Fire Code, and he would be moving to amend the bill to allow time for the amendments to be drafted.

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Councilman Prater moved to amend Council Bill 2019-045. Councilman Schilling seconded the motion, and it was approved by the following vote: Ayes: Ferguson, Prater, Schilling, Fisk, Lear, and McClure. Nays: None. Abstain: None. Absent: Simpson, Hosmer, and Ollis.

David Pennington, Fire Chief, provided a brief overview of the proposed. Chief Pennington noted a separate issue from the proposed; there is a section of Fire Code related to tents and he is aware of the issue and the department is working to provide a timely solution. He stated excluding section 320 which was removed by the amendment, the proposed is inclusive of the information presented to City Council at the previous City Council Lunch. Chief Pennington stated Section 108 provides the City the opportunity to partner with a third-party compliance engine for fire protection systems and tracking. He added Sections 1008, 110, 113, and 131 are specific to clarifying language for regulation of maintenance and testing of life safety systems.

An opportunity was given for citizens to express their views, with no speakers the public hearing was declared closed. Mayor McClure noted the public hearing on the amendment only would be carried over to the March 11, 2019 City Council Meeting.

Fire protection system records with Brycer, LLC

Sponsor: Hosmer. Council Bill 2019-046. 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.

Kevin Trogdon, Division Chief, provided a brief overview of the proposed. Chief Trogdon stated the proposed will allow the City to enter into an agreement with Brycer, LLC. He added Brycer, LLC. will ensure the systems which are required to meet International Fire Code are maintained and working properly by contacting the occupancies and notifying them of tests that are due, and the Fire Department will be able to access the test results online. Chief Trogdon noted this would allow for better tracking of the systems, and it is a three-year agreement with auto-renewals.

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

Intergovernmental Agreement with Community College District of Central Southwest Missouri

Sponsor: Simpson. Council Bill 2019-047. 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.

David Pennington, Fire Chief, provided a brief overview of the proposed. Chief Pennington noted the proposed would allow for revisions to a Memorandum Of Understanding between the City, Fire Department, and Ozarks Technical Community College (OTC) for the use of shared space, training cycles, and materials with the College's science program. He added the proposed ensures continued shared equity between both systems and all parties as growth continues to occur. Chief Pennington thanked several OTC Staff for their cooperation and efforts with the proposed.

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

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Airport Budget Fiscal Year 2018-2019

Sponsor. Fisk. Council Bill 2019-048. 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.

Brian Weiler, Director of Aviation, provided a brief overview of the proposed. Mr. Weiler noted the Springfield/Branson National Airport continues to grow, there are several projects currently taking place. He stated the proposed would allow for improvements to the car rental return and storage area. He added this area has a separate bond issue from the terminal building and provided a visual display of the location of proposed improvements. Mr. Weiler stated the Airport has three owner/operators that run seven car rental brands and have over 80,000 rental contract days per year. He added car rental is the second largest stream of revenue, behind parking, for the Airport, and the Airport Board recommends approval.

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

Division Street and Grant Avenue Intersection Project

Sponsor: Ferguson. Council Bill 2019-049. 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.

Alexis Walker, Engineer, provided a brief overview of the proposed. Ms. Walker stated the proposed would allow for signal replacement, ADA compliant sidewalk improvements, and stormwater improvements at the intersection of Division Street and Grant Avenue. She noted it was advertised in the Daily Events, notice to contractors were mailed out, and a bid opening was held on February 5, 2019. Ms. Walker added a bid from Ewing Signal Construction in the amount of $224, 814.25 was received and awarded the project. She noted the project would be funded with the ¼ cent capital improvements tax fund.

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

1051 W. College Street

Sponsor: Schilling. Council Bill 2019-050. 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.

Eric Claussen, Traffic Engineer, gave a brief overview of the proposed. Mr. Claussen noted the proposed project was initiated thru the Neighborhood Works Program and is located in the West Central Neighborhood, east of the existing park. He expressed his opinion the proposed is vital to the Route 66 Roadside Park Master Plan. Mr. Claussen noted the Neighborhood Advisory Council and Planning and Zoning Commission recommend approval.

Councilman Schilling asked for clarification on uses of the proposed space. Bob Belote, Director of Parks and Recreation, responded replica tourist cabins that could be utilized as functional restrooms, storage space, and potentially a visitor kiosk to welcome park visitors would be located on the site. Mr. Belote expressed his opinion this is a critical acquisition for the Parks Department and thanked the Public Works Department and the City for their support of the Neighborhood Works Program. Mr. Belote added approximately 2 million dollars over the past 18 months has been injected into the Parks Program from Neighborhood Works Program and U. S. Department of Housing and Urban Development (HUD) funds.

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

Allied Services, LLC d/b/a Republic Services of the Ozarks

Sponsor: Simpson. Council Bill 2019-051. 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.

Errin Kemper, Director of Environmental Services, provided a brief overview of the proposed. Mr. Kemper stated one year ago City Council requested Environmental Services re-negotiate new solid waste disposal agreements with the two local companies that own their own landfills; or propose a new flow control ordinance that would require all trash generated in the City be taken to the City's landfill. He noted the City has reached new agreements with WCA Waste Corporation and Republic services for solid waste disposal to replace the two existing agreements set to expire in April 2019, and the proposed would allow for the execution of the new agreements. Mr. Kemper thanked WCA Waste Corporation and Republic Services for their partnerships and helping the City secure stable funding for the future of waste disposal.

Mayor McClure asked for clarification on the duration of the agreements. Mr. Kemper responded they are ten-year agreements with two optional five-year extensions.

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

Alcoholic Beverages at City Events

Sponsor: McClure. Council Bill 2019-052. 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.

Cora Scott, Director of Public Information and Civil Engagement, provided a brief overview of the proposed. Ms. Scott noted since 2011 City Council has reviewed a list of proposed events, and this year the list consists of nine Downtown events, two Commercial Street events, and the Annual ArtsFest for the consideration of having alcohol available in the Public Rights-Of-Way. She noted the Community started working with City Council a decade prior for the C-Street Jam event and then expanded to five events in the Park Central Square Mall area. Additionally, in 2014 the list expanded to eight events in the Park Central Square Mall, and to ten events in 2018. She expressed her opinion this process has provided a very measured approach of expansion of Community Events.

Ms. Scott noted the benefits of Community Events are new patron attraction that reintroduces thousands of citizens and customers to Center City, enhancing vibrancy, and aiding in economic development through talent attraction and additional sales for local businesses. She added these events promote crime reduction by reducing criminal behaviors through positive activities, and additional presence of officers required for alcohol inclusive events. Ms. Scott stated the proposed requests alcohol be available for 12 events; eight event dates for the Park Central Square area, the Route 66 Festival area, ArtsFest area, and two dates for Commercial Street area. She noted oversight includes the Downtown Community Improvement District, Commercial

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Street Community Improvement District, Regional Arts Council, the Downtown Springfield Association, the City, and City partners.

Ms. Scott noted the 2018 calendar of Community Events with alcohol showed 12 events were approved for alcohol being available in Public Rights-Of-Way, and ten of those events took place. She added there are 12 proposed events with alcohol on the 2019 Community Events calendar and displayed a map of each proposed area where the events would be held.

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

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Appeared

James Cox addressed City Council. Mr. Cox stated he is a former City employee of the Public Works and Environmental Services Departments, and added he spent 11 years at the Southwest Treatment Plant (STP). He expressed his concern regarding the rate of pay for STP employees not being up to standard, and concerns for the work environment. Mr. Cox expressed his opinion the recent explosion that occurred during construction at the STP was a result of the work environment present there every day, and that STP employees should be included in the hazardous pay schedule like City Landfill employees. He stated he is knowledgeable about the gas control detection and prevention systems at the STP and offered to be of assistance to City Council and the City.

Appeared

Richard Hernandez addressed City Council. Mr. Hernandez stated he had a basic knowledge of a Missouri Ethics Commission (MEC) complaint filed against Councilwoman Fisk, that he has never met Councilwoman Fisk or contributed to any political campaigns, and he has never met the person who filed the complaint. He added he has read information and viewed photographs pertaining to the complaint online, and had read City Codes regarding conflicts of interest for City Council Members. Mr. Hernandez expressed concern that City Council had not addressed the complaint provided to them. He also expressed concern surrounding the transportation contract that had been awarded. He expressed his opinion City Council should be aware of the issue and inform the citizens.

Mayor McClure stated City Council is aware of the complaint filed with the MEC and is allowing that process to take its course.

NEW BUSINESS

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA FIRST READING BILLS

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

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Joint Sanitary Sewer District No. 78 of Section No. 18

Sponsor: Ferguson. Council Bill 2019-053. 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.

Council Bill 2019-053. Special Ordinance 27152 was approved by the following vote: Ayes: Ferguson, Prater, Schilling, Fisk, Lear, and McClure. Nays: None. Abstain: None. Absent: Simpson, Hosmer, and Ollis.

Board of Directors of the James River Commons Community Improvement District

Sponsor: Simpson. Council Bill 2019-054. 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.)

Council Bill 2019-054. Resolution 10433 was approved by the following vote: Ayes: Ferguson, Prater, Schilling, Fisk, Lear, and McClure. Nays: None. Abstain: None. Absent: Simpson, Hosmer, and Ollis.

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

2332 N. Lyon Avenue

Sponsor: Prater. 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.

Council Bill 2019-034. Special Ordinance 27153 was approved by the following vote: Ayes: Ferguson, Prater, Schilling, Fisk, Lear, and McClure. Nays: None. Abstain: None. Absent: Simpson, Hosmer, and Ollis.

1400 block of West Elfindale

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.)

Council Bill 2019-035. Special Ordinance 27154 was approved by the following vote: Ayes: Ferguson, Prater, Schilling, Fisk, Lear, and McClure. Nays: None. Abstain: None. Absent: Simpson, Hosmer, and Ollis.

Opal Sunset Subdivision 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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A request was made to remove Council Bill 2019-036 from Consent Agenda Second Reading Bills and it was added as item number 11.5. The Consent Agenda was approved as amended by the following vote:

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

END OF CONSENT AGENDA.

ADJOURN.

There being no further business, the meeting adjourned at approximately 7:26 p.m.

Prepared by
Melissa Carman

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

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.

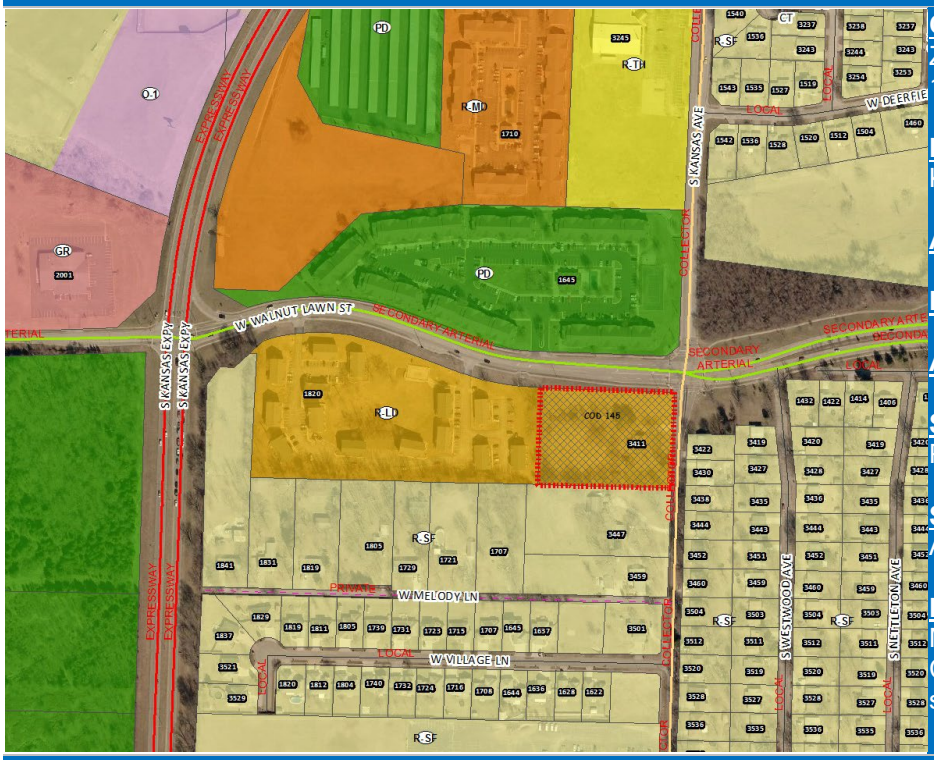
Mr. Jobe motioned to **approve** Z-30-2018 w/COD #162 (3411 South Kansas Avenue). Mr. Shuler seconded the motion. Ayes: Doennig, Broekhoven, Shuler, Rose, Ogilvy, and Jobe. Nays: None. Abstain: None. Absent: Coltrin, Cox, and Thomas.

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:

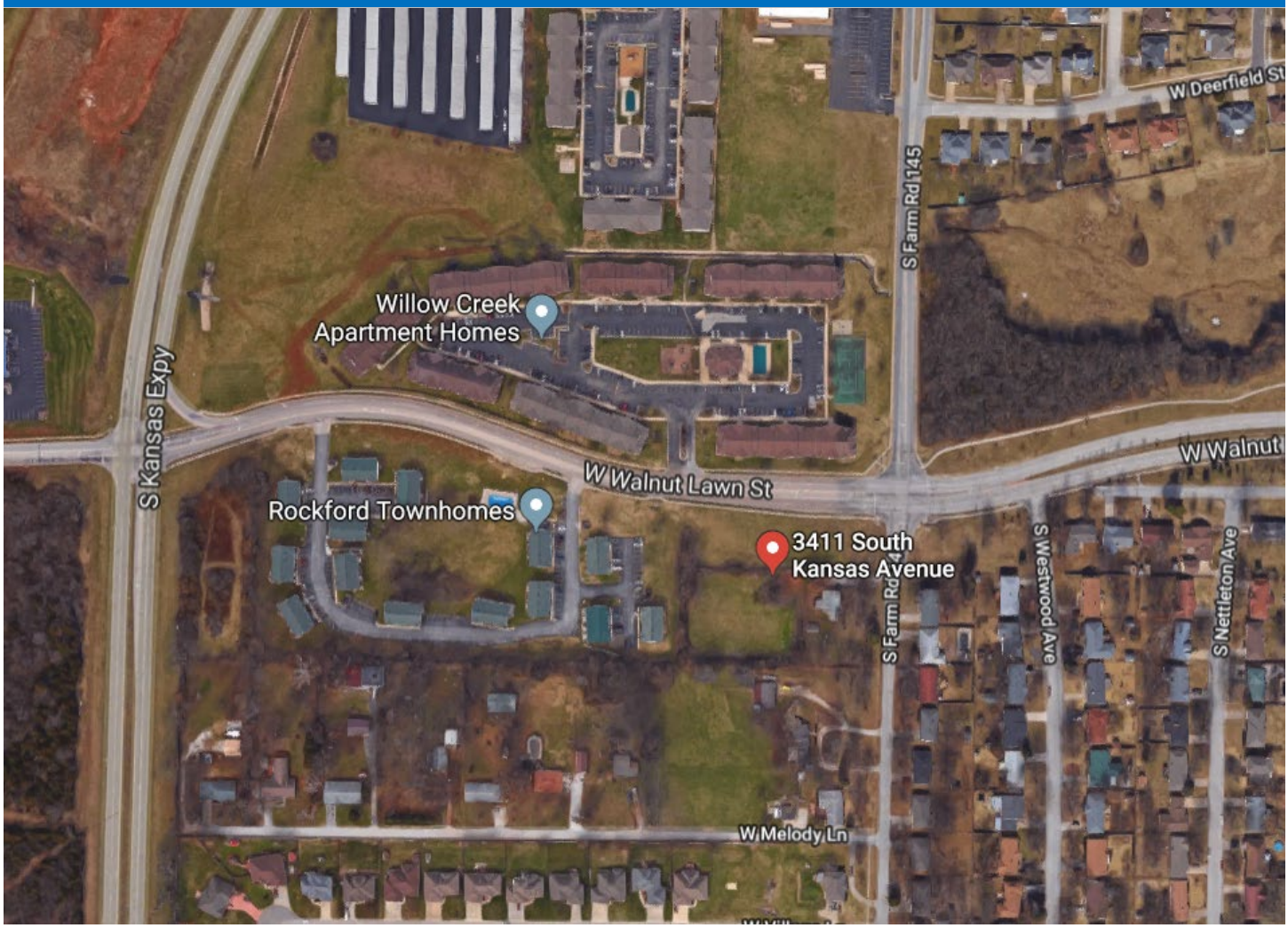
1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing. The *Plan* encourages a variety of housing types that would enable developers to compete more effectively and provide a greater housing choice for residents. 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.

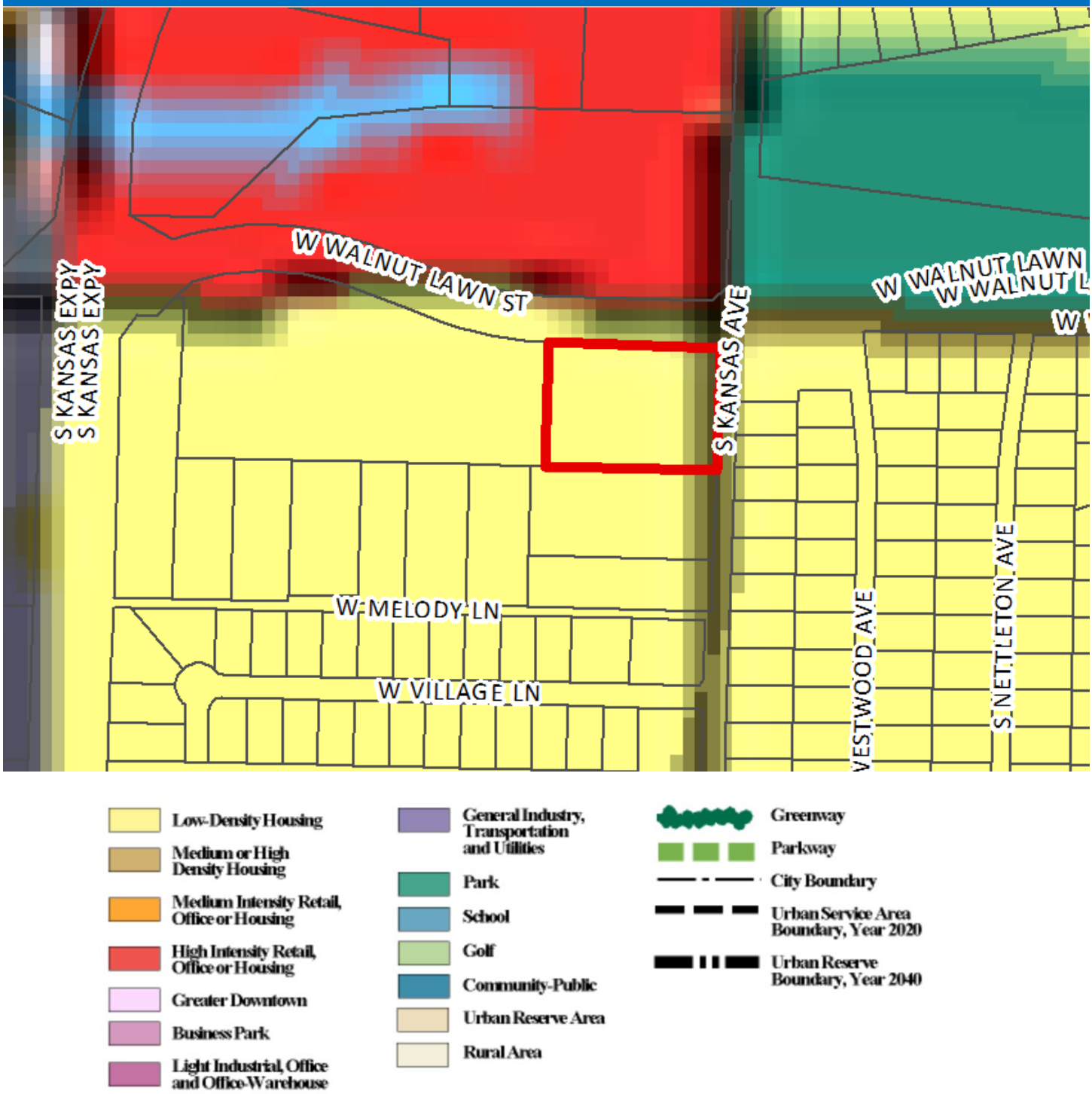
SURROUNDING ZONING AND LAND USES:				
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	PD 157	R-SF	R-SF	R-LD
LAND USE	Multi-family uses	Single-family Residence	Single-family Residence	Multi-family uses

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



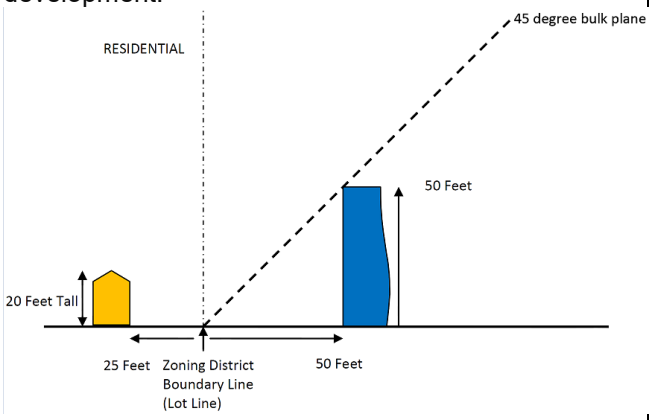
PROPERTY HISTORY:

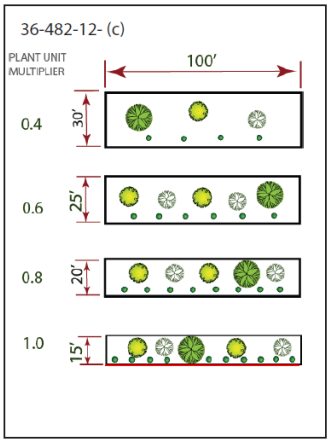
The subject property was zoned to R-SF in a community-wide rezoning to the current Zoning Ordinance regulations in March 1995 (G.O. 4494). The subject property was rezoned to R-LD, Residential Low Density Multi-Family District with Conditional Overlay District No. 145 on March 26, 2018.

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.

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

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

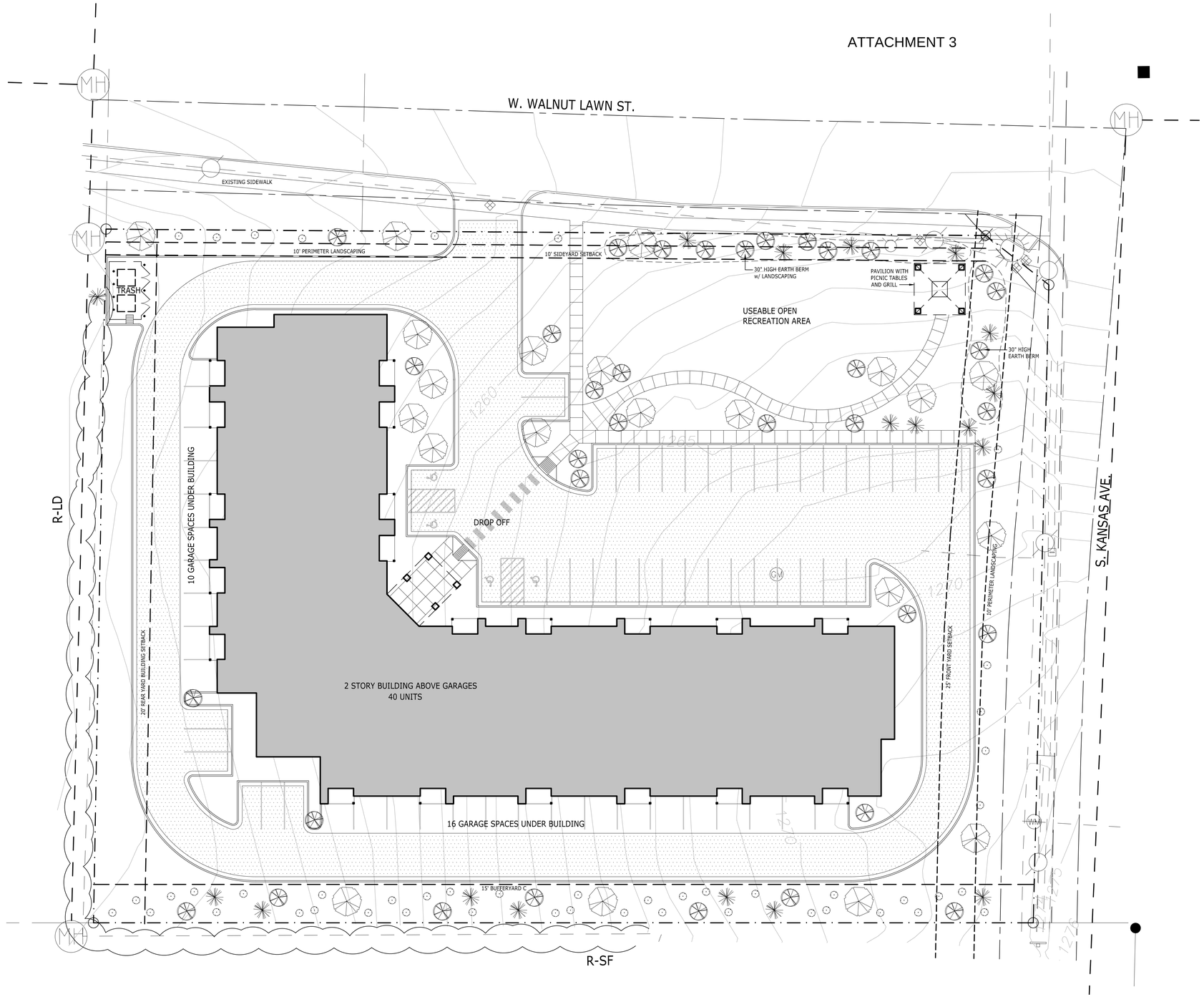
Comment Card: mail comments to the address above or email comments to zoning@springfieldmo.gov

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.

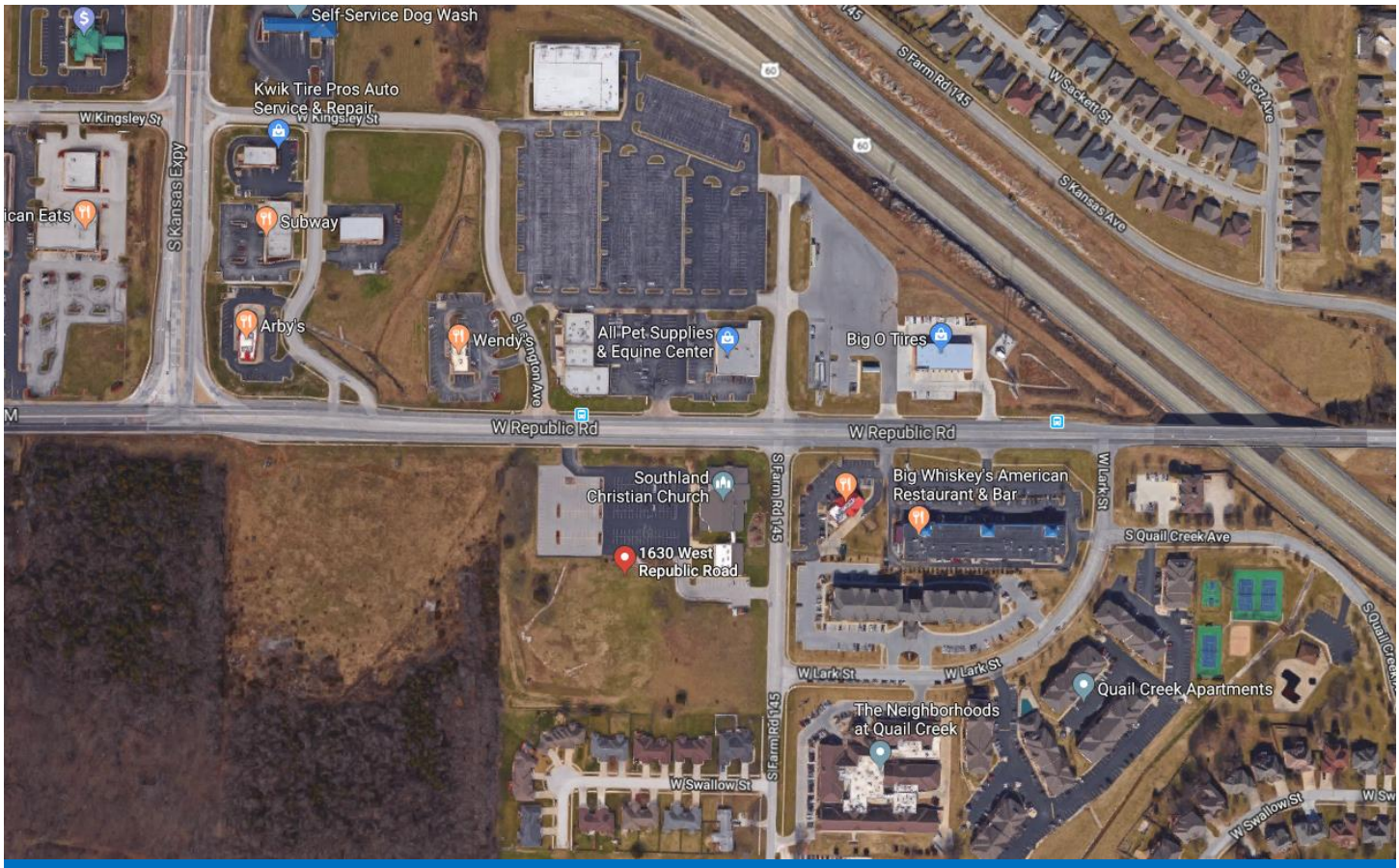
2. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Medium or High-Density Housing land uses, however, this property is located at the corner of Republic Street and Kansas Avenue which are classified as a primary arterial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

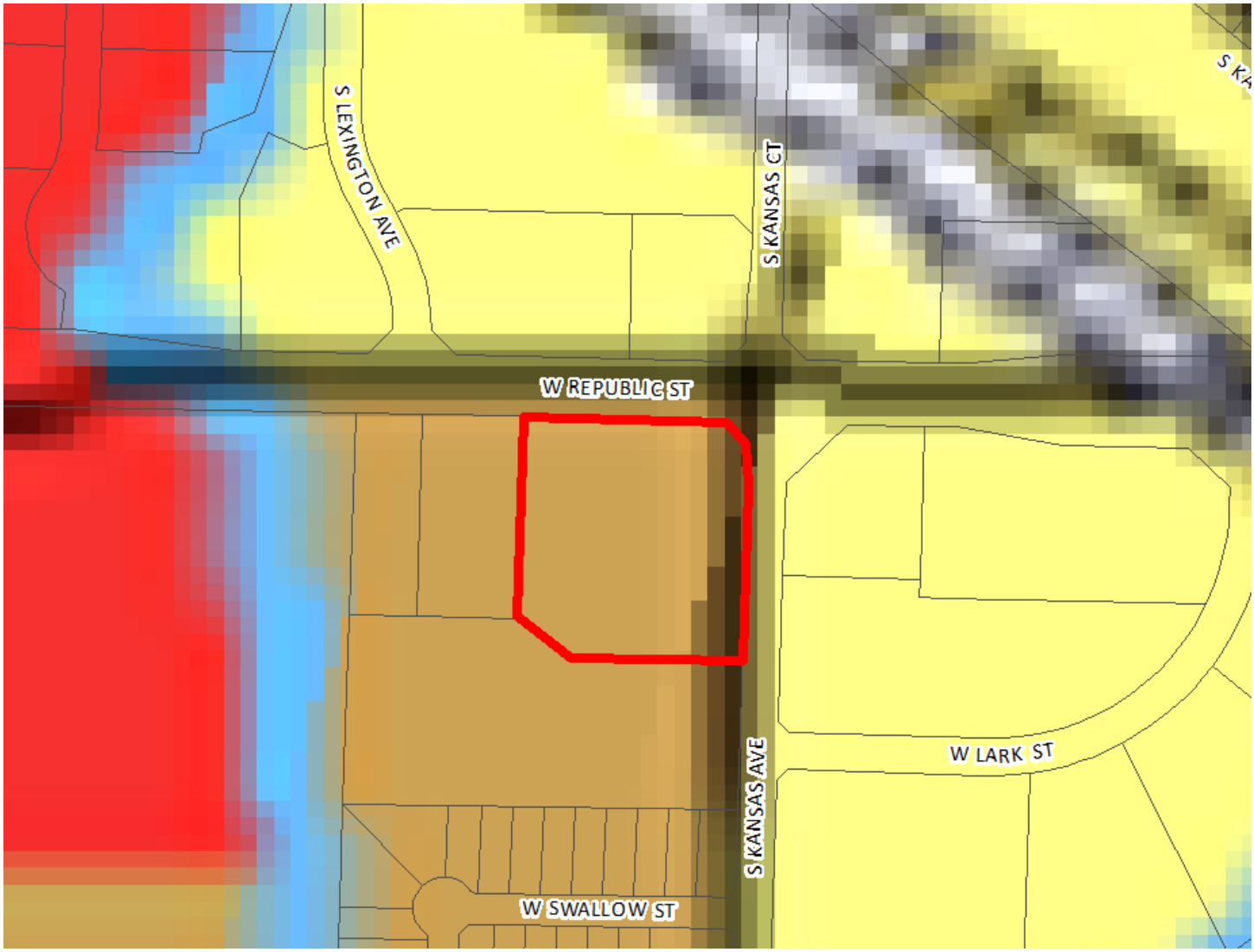
SURROUNDING ZONING AND LAND USES:				
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	GR	O-1 COD 130	PD 88 Amendment 3	GR COD 129
LAND USE	Retail/Commercial uses	Undeveloped land	Restaurant & multi-family apartments	Parking lot, undeveloped land

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

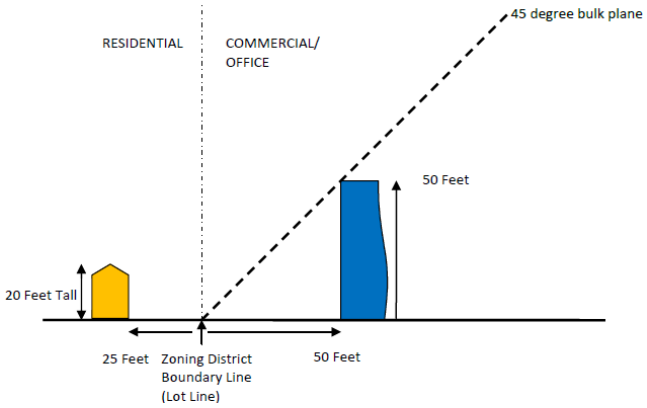
PROPERTY HISTORY:

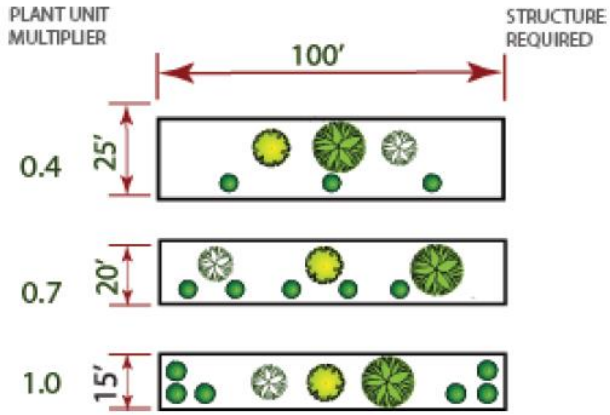
The subject property was originally zoned R-SF, Single-family Residential in 1995 during the citywide re-mapping.

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.

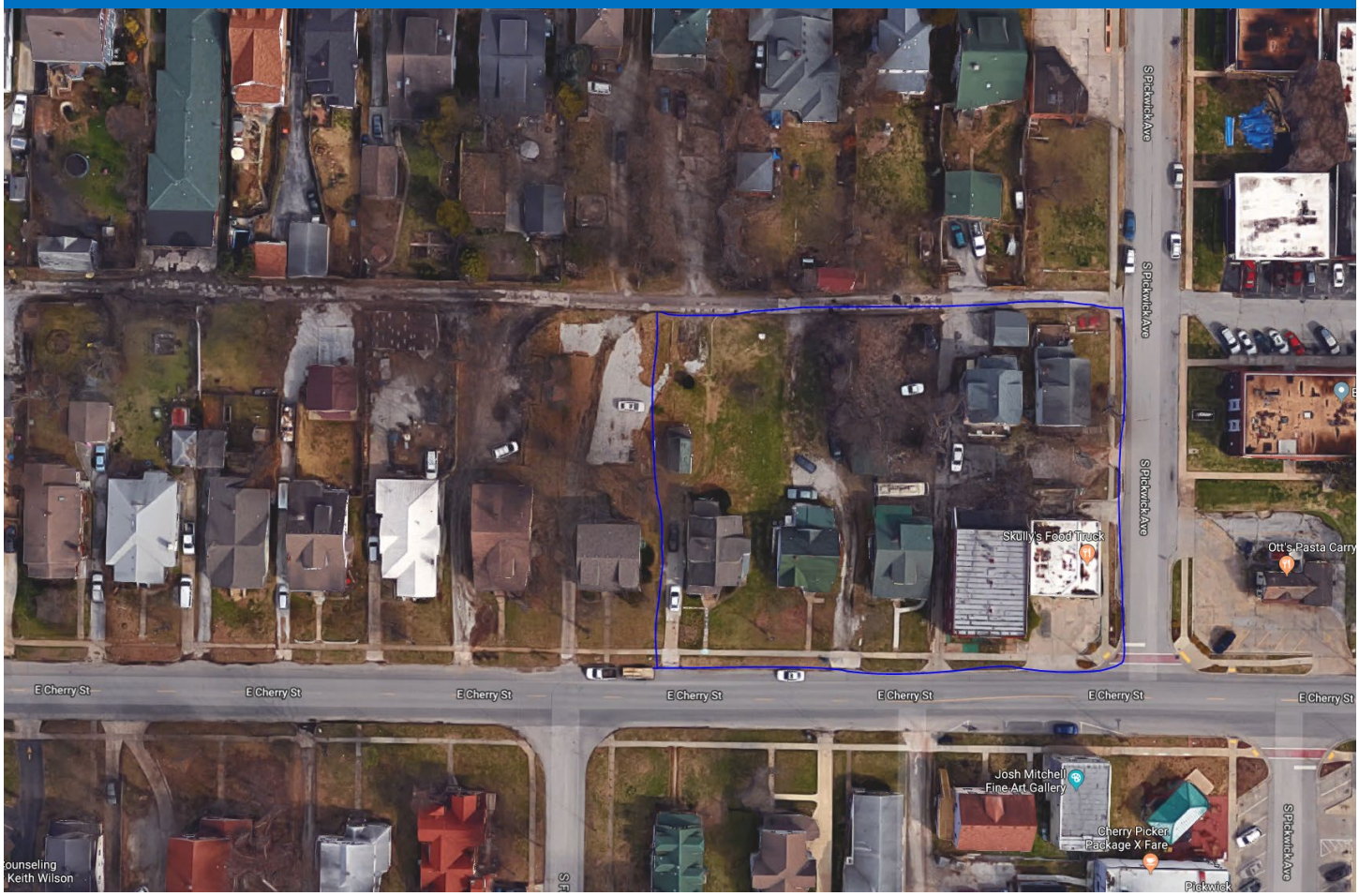
3. The request is consistent with the recommendations of the Revised Multi-Family Development Location and Design Guidelines which will limit the development to 16 dwelling units per acre and requires specific design guidelines.

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:

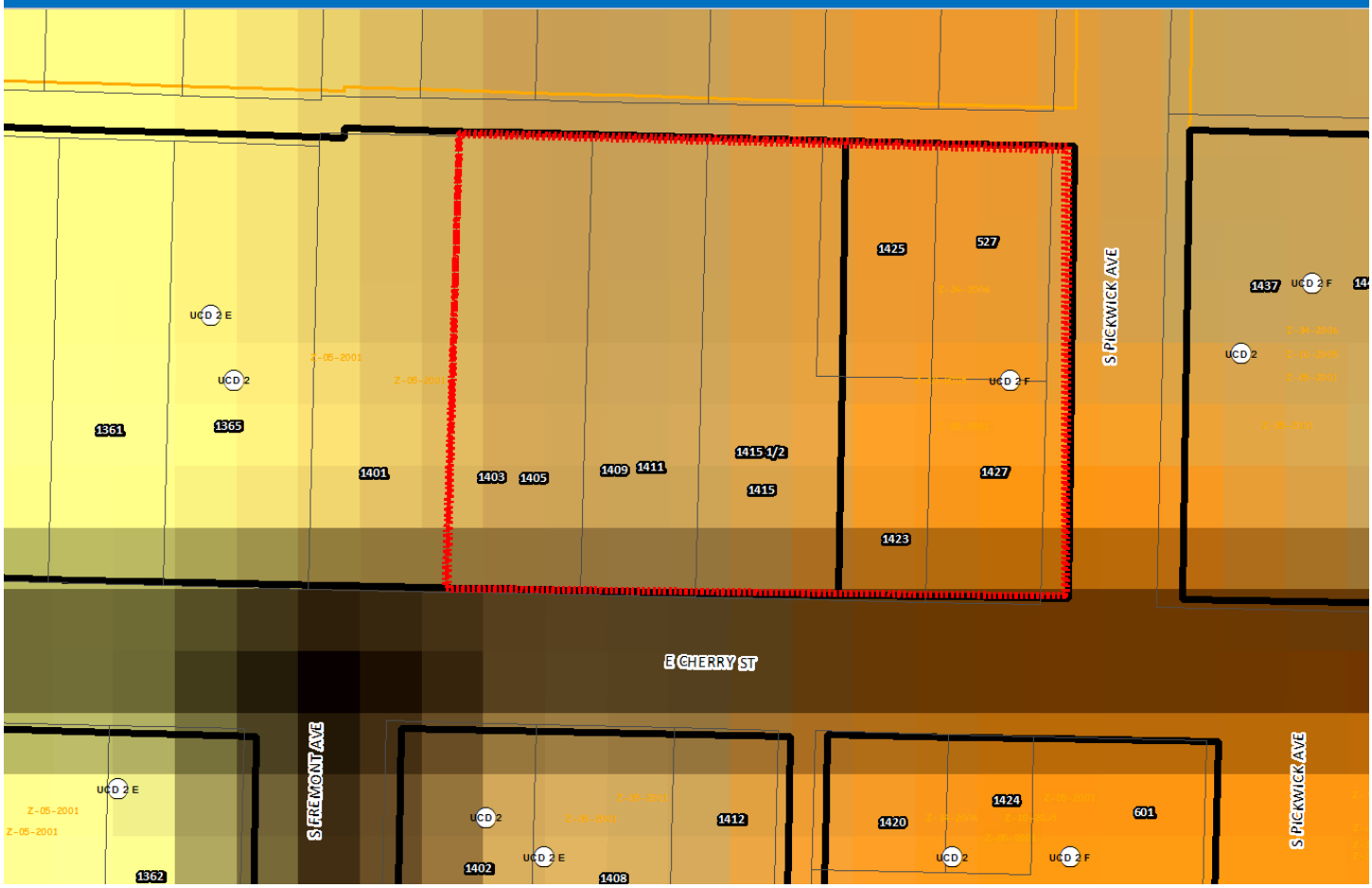
	NORTH	SOUTH	EAST	WEST
ZONING	R-HD	R-HD and LB UCD 2, Area E, F	LB UCD 2 Area F	R-HD UCD 2 Area F
LAND USE	Single-Family	Commercial and Single-Family	Multi-Family and Restaurant	Single-Family

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.

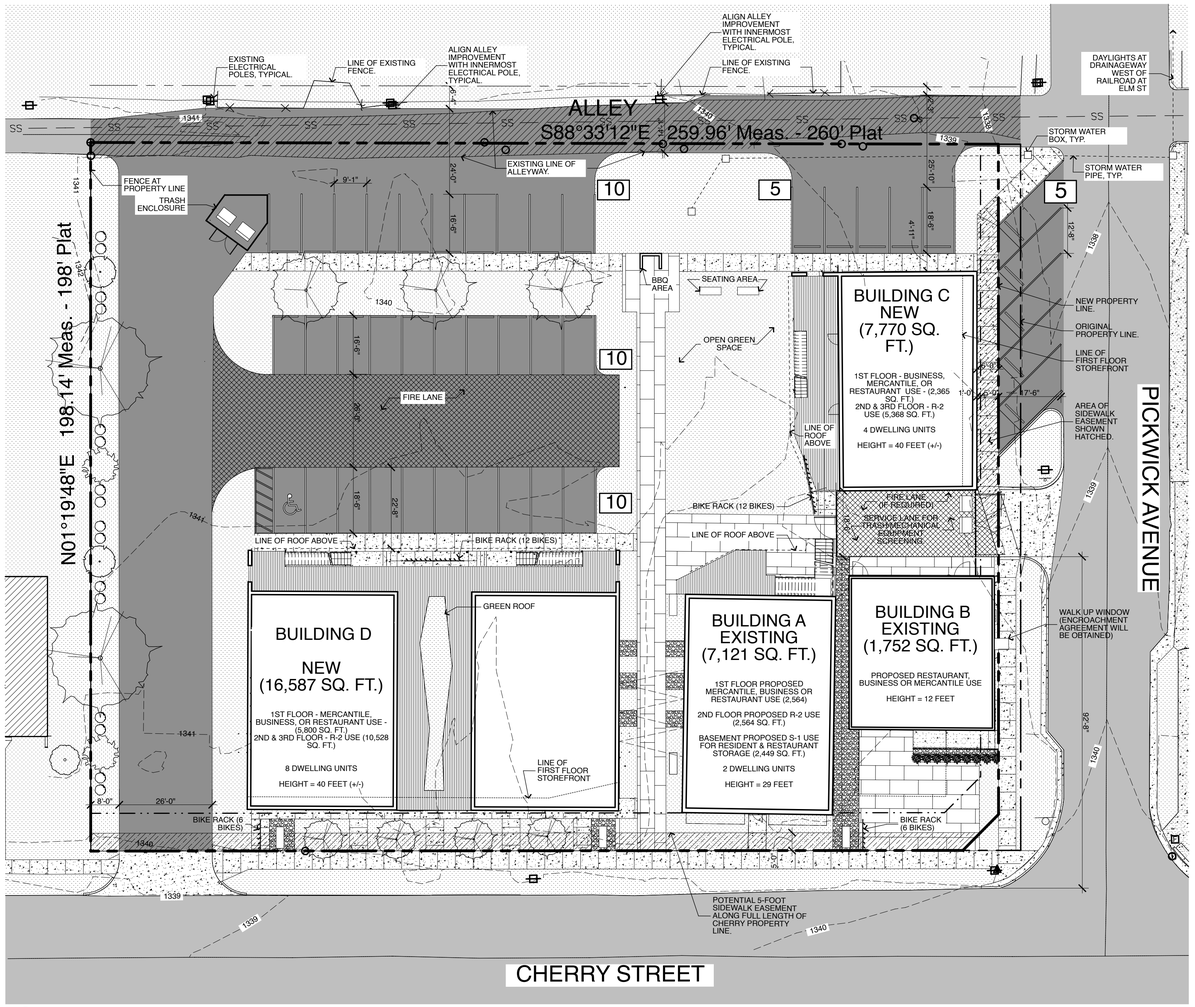
c) Churches and other places of worship, including parish houses, Sunday schools but excluding overnight shelters.

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%

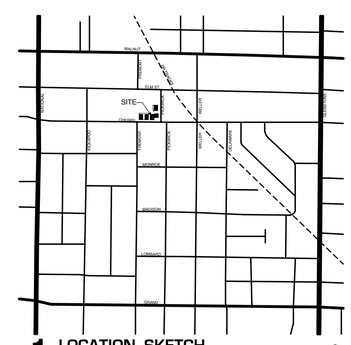
PARKING:

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.

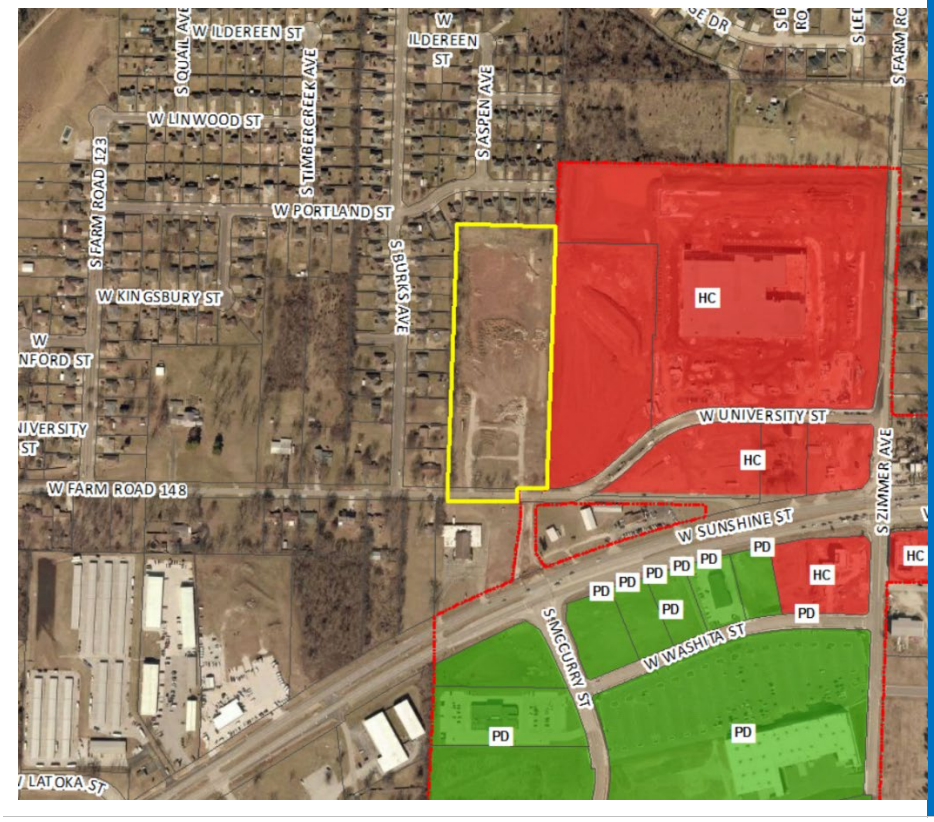
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22); THENCE SOUTH 310.52 FEET TO THE SOUTHEAST CORNER OF A TRACT DEEDED IN BOOK 2064 AT PAGE 698 FOR POINT OF BEGINNING; THENCE 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.

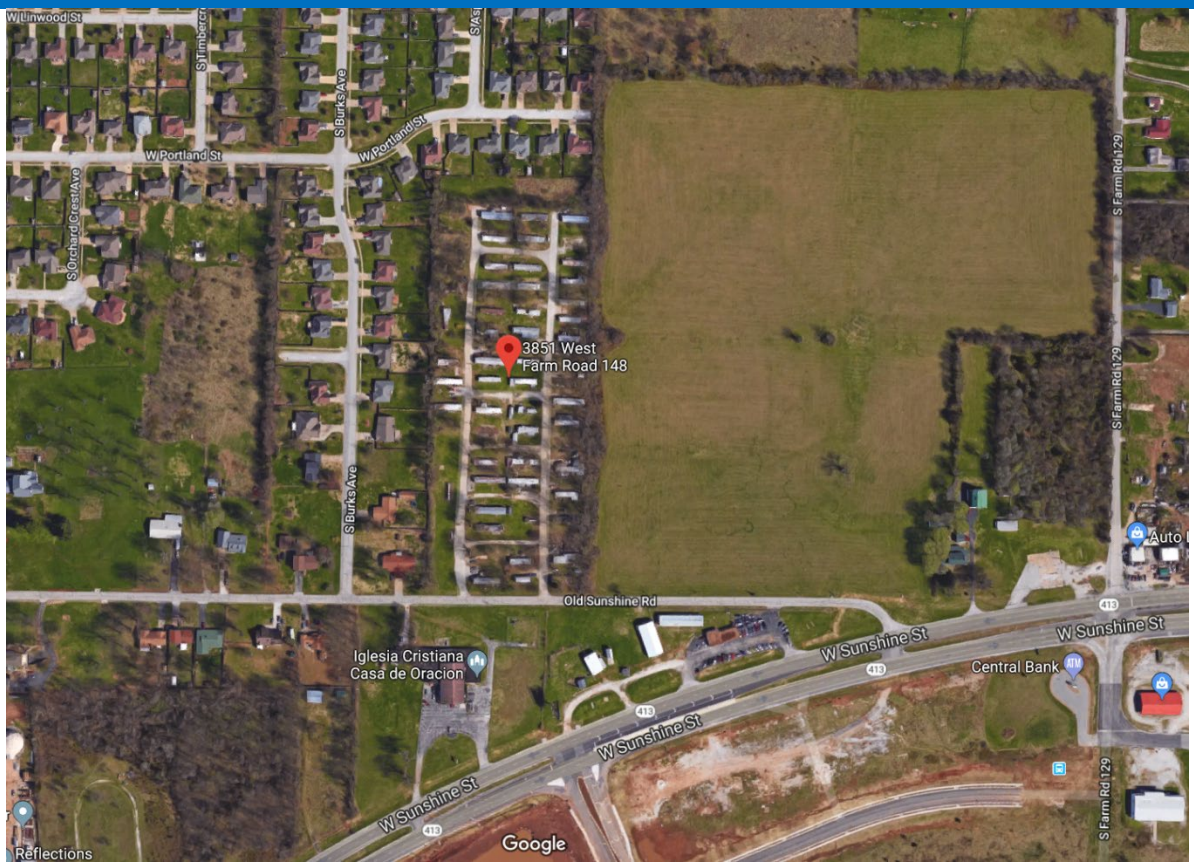
FINDINGS FOR STAFF RECOMMENDATION:

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:

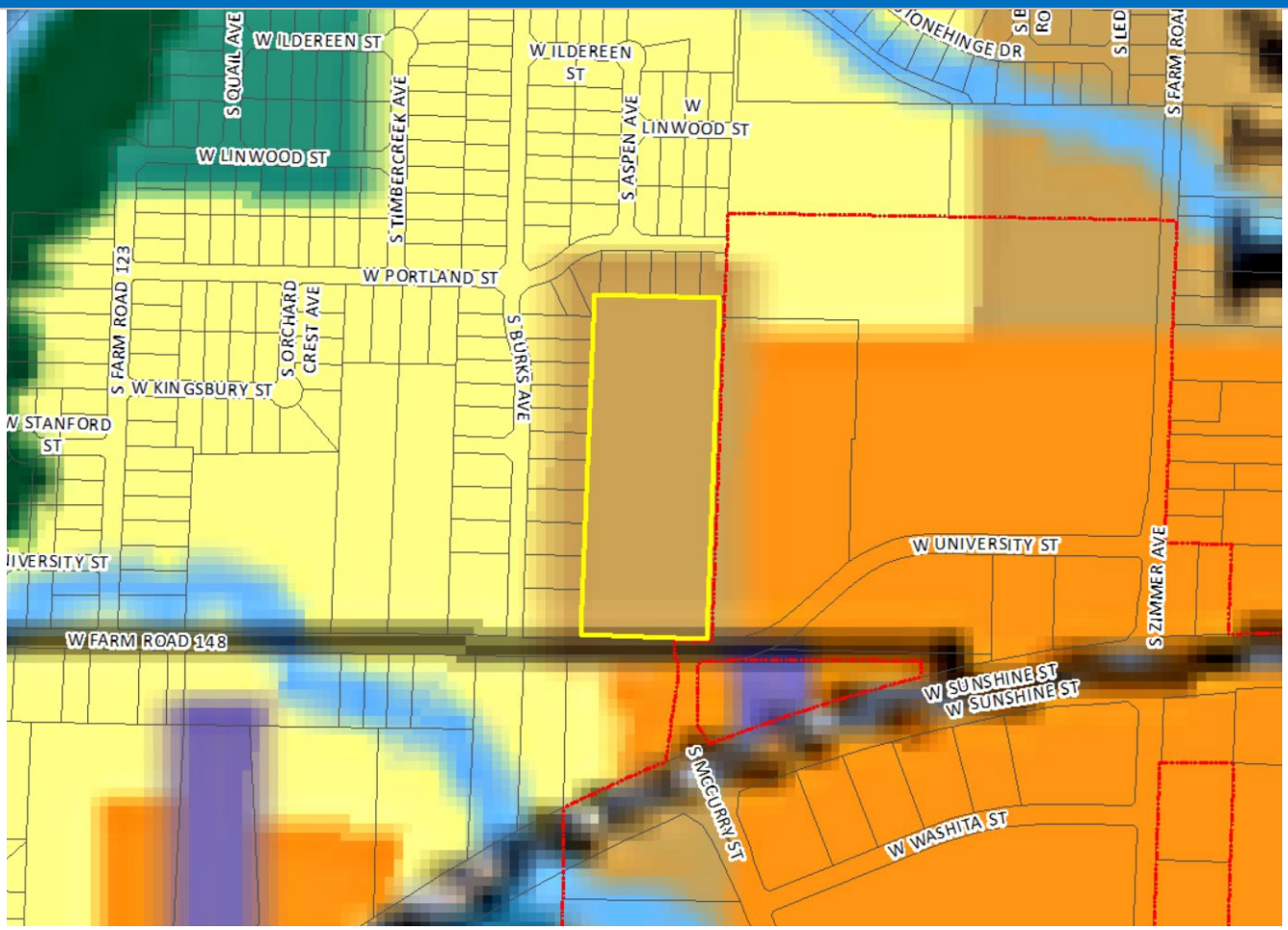
	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	County R-1	HC	County R-1
LAND USE	Single-family residential uses	Church	Retail uses and vacant/undeveloped land	Single-family residential uses

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



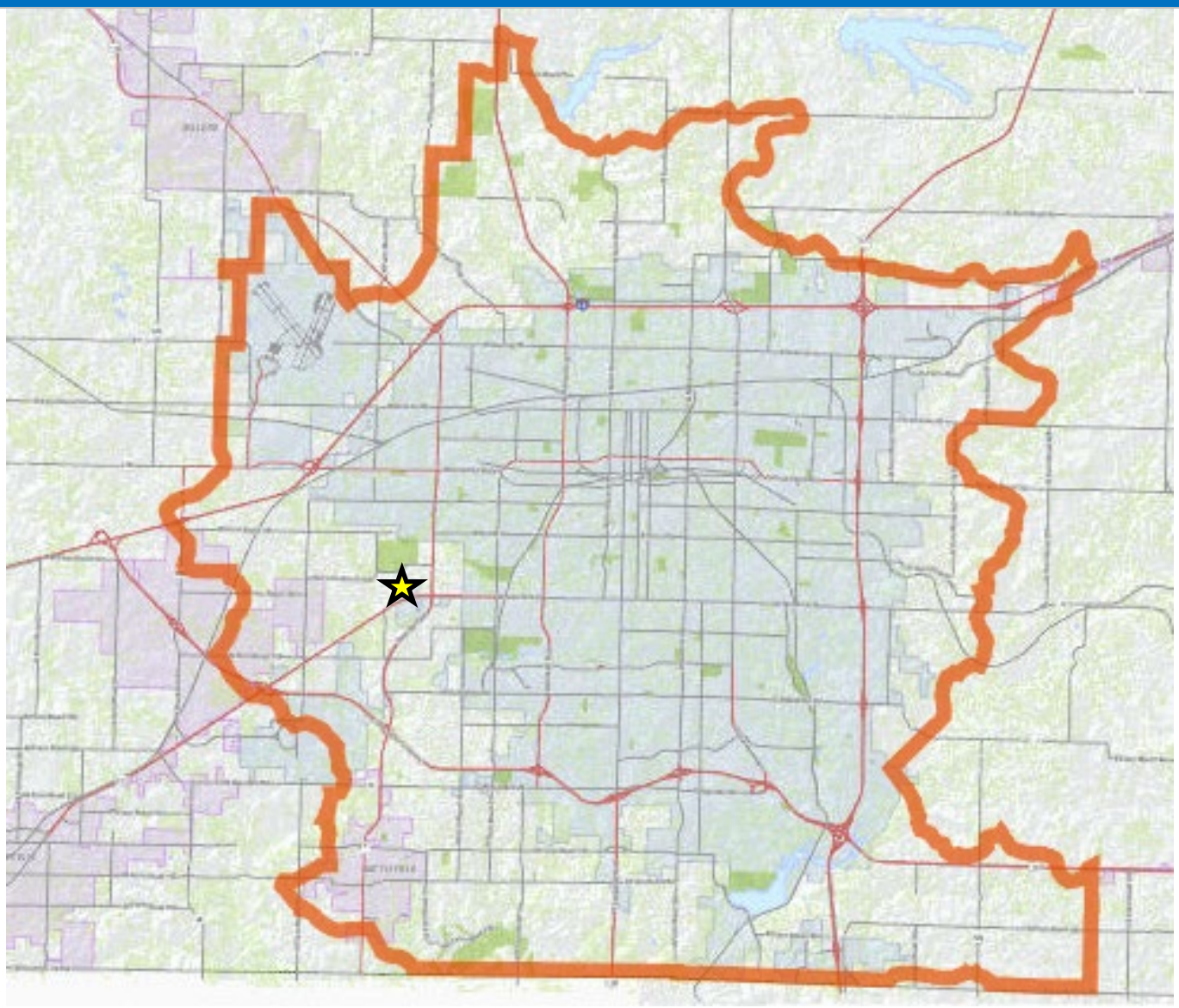
GOOGLE MAPS STREET VIEW:

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.

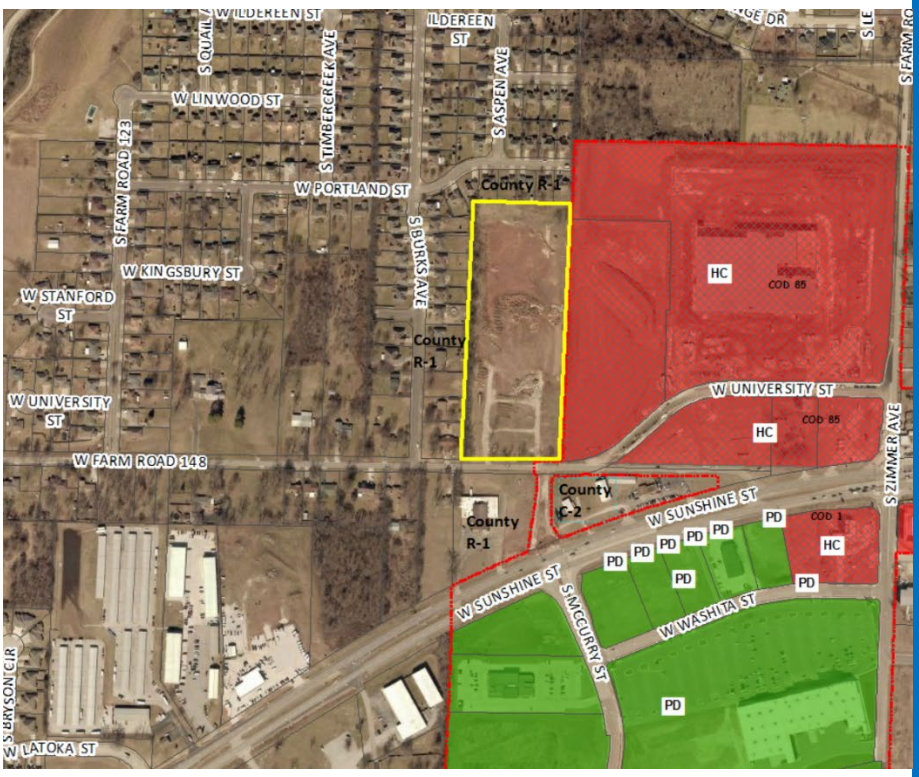
COMMISSION ACTION:
Mr. Jobe motioned to **approve** Preliminary Plat of Opal Sunset Subdivision (3851 West Farm Road 148). Mr. Rose seconded the motion. Ayes: Doennig, Broekhoven, Shuler, Rose, Ogilvy, and Jobe. Nays: None. Abstain: None. Absent: Coltrin, Cox, and Thomas.

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.

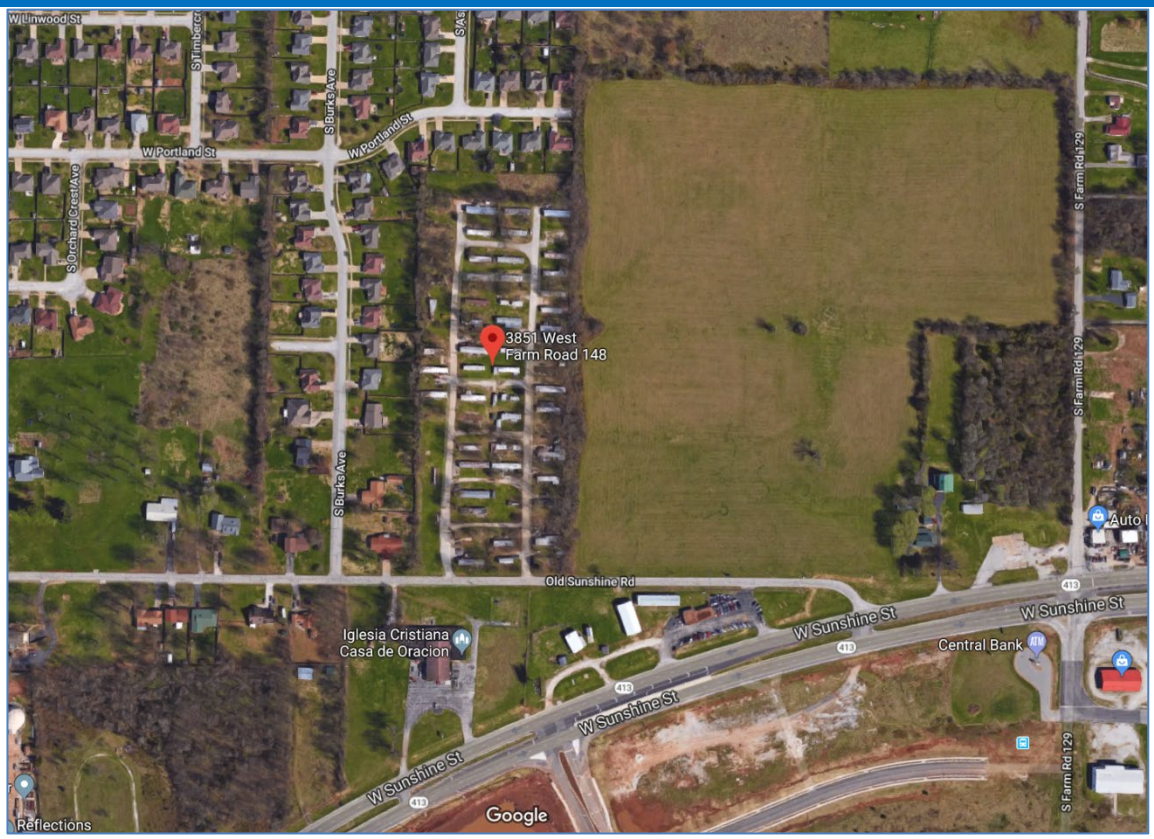
3. The request is consistent with the recommendations of the *Revised Multi-Family Development Location and Design Guidelines* which will limit the development to 24 dwelling units per acre and requires specific design guidelines.

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:

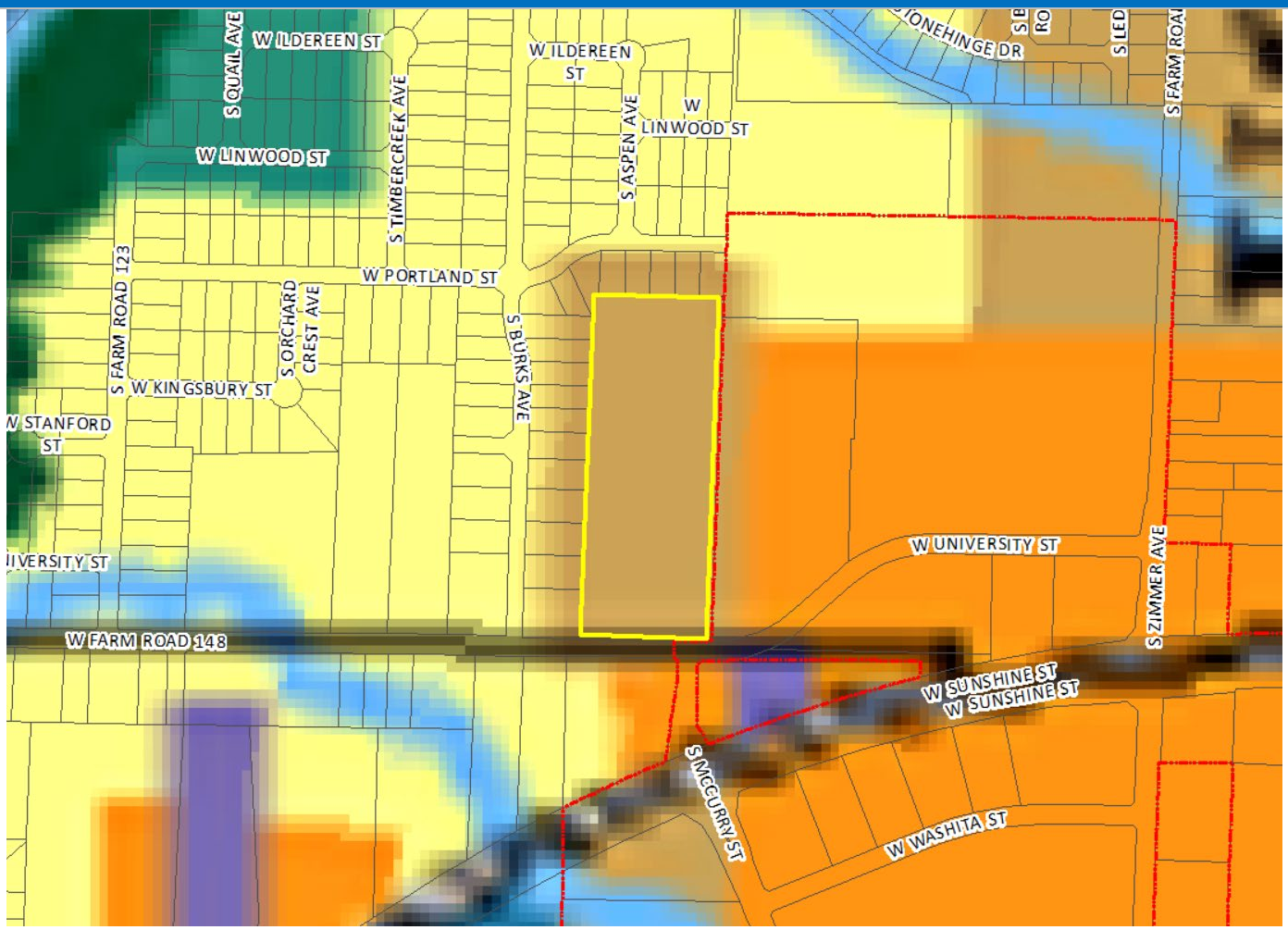
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	County R-1	County R-1	HC	County R-1
LAND USE	Single-family residential uses	Church	Retail uses and vacant/undeveloped land	Single-family residential uses

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:

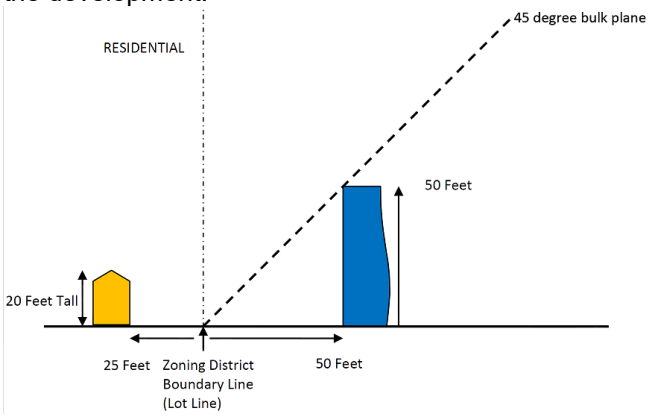
The subject property is currently zoned C-1, Neighborhood Commercial District and located within unincorporated Greene County. The owner is proposing to annex this property as part of the proposed rezoning.

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

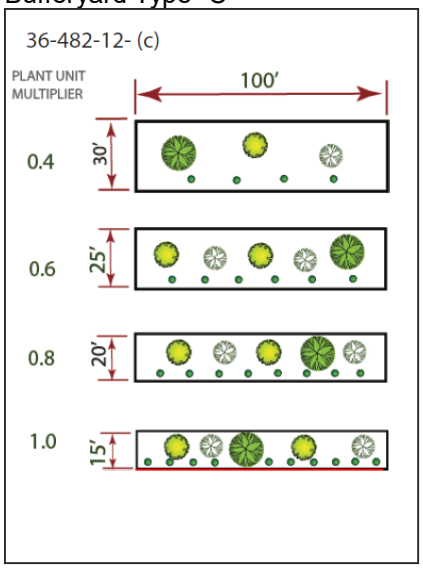
BULK PLANE

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

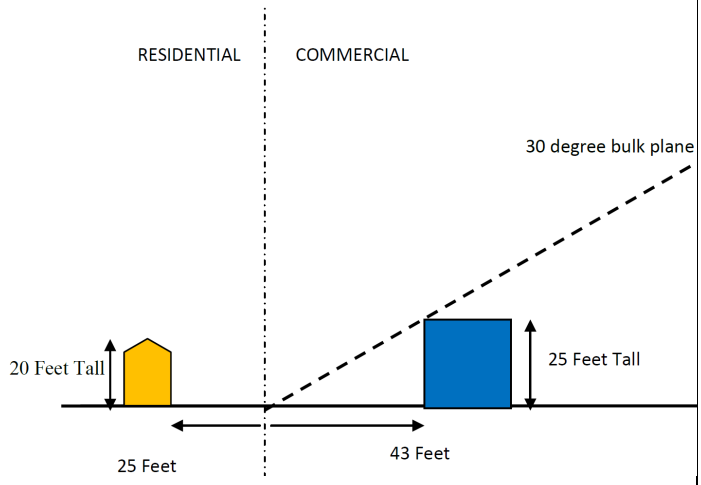
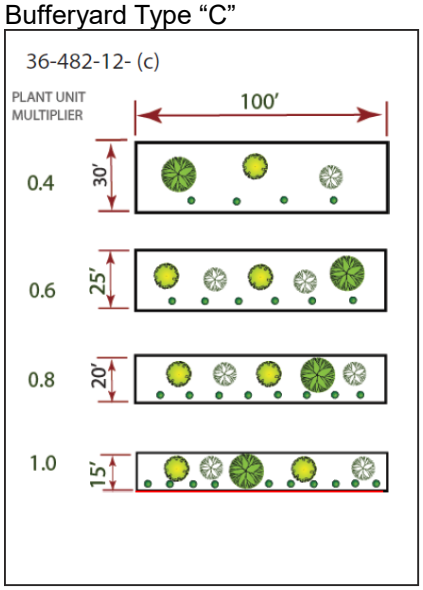


LANDSCAPING

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

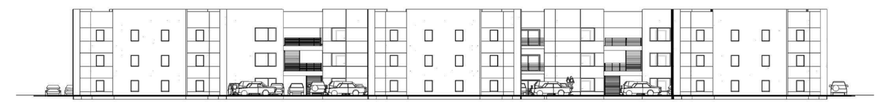
TOTAL AREA:	8.07 ACRES (351,821 sf)
BUILDING COVERAGE + MISC. PAVING:	101,080 sf (28%)
OPEN SPACE:	130,000 sf (39.0%)
VEHICULAR USE:	92,000 sf (26%)

- 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



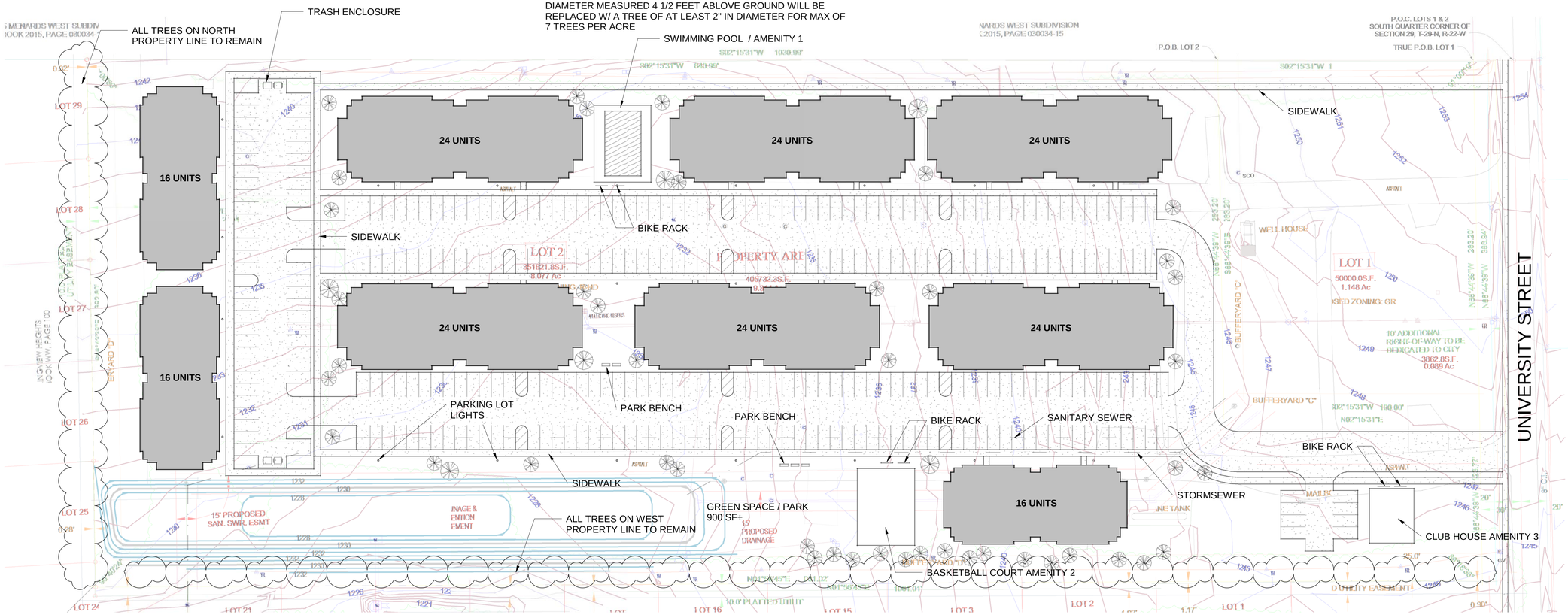
SOUTH ELEVATION NTS

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. 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.

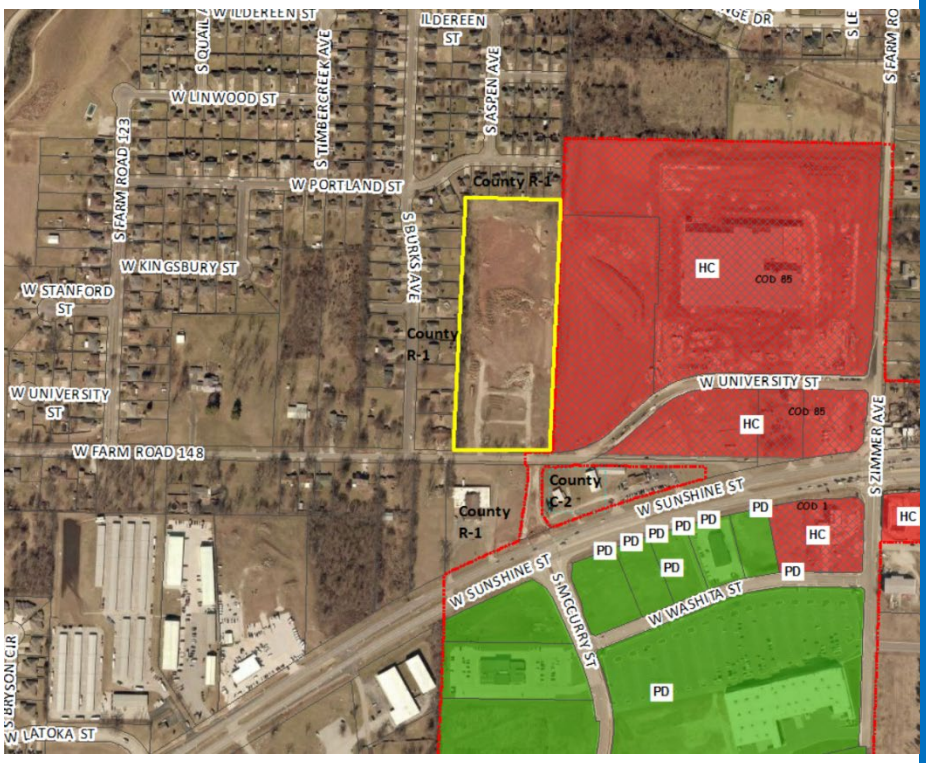
COMMISSION ACTION:
Mr. Jobe motioned to **approve** Z-4-2019 w/COD #166 (3851 West Farm Road 148). Ms. Broekhoven seconded the motion. Ayes: Doennig, Broekhoven, Shuler, Rose, Ogilvy, and Jobe. Nays: None. Abstain: None. Absent: Coltrin, Cox, and Thomas.

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*.

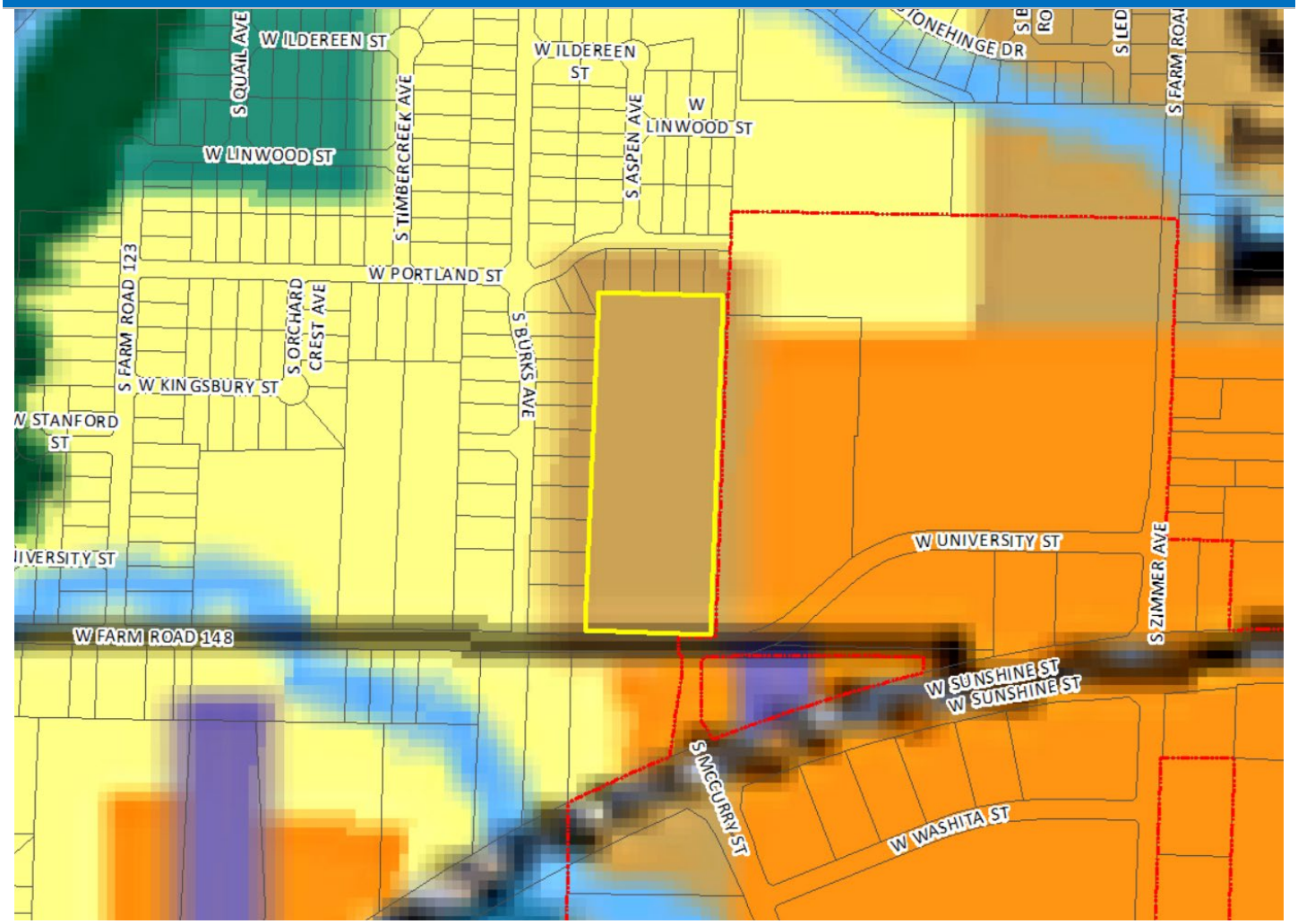
SURROUNDING ZONING AND LAND USES:

	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:



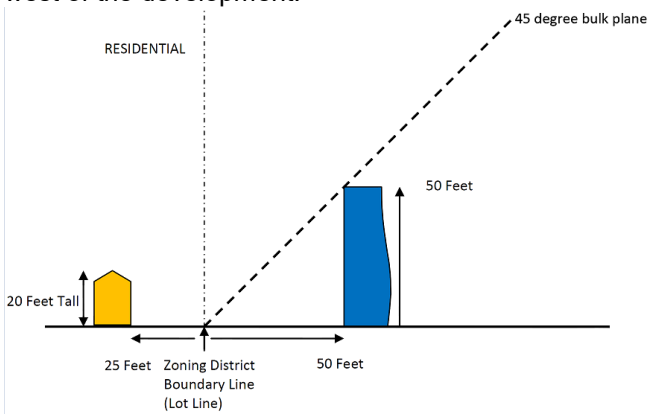
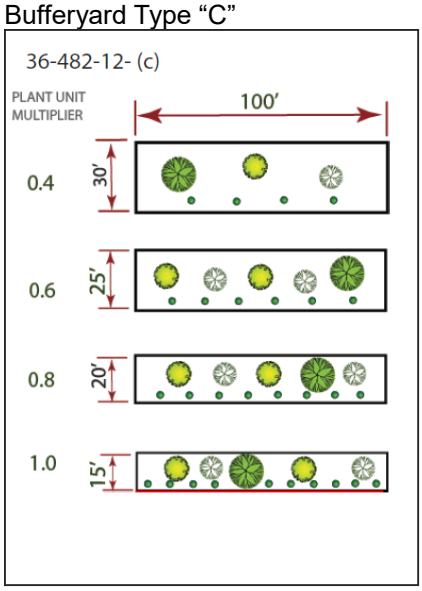
- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- 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:

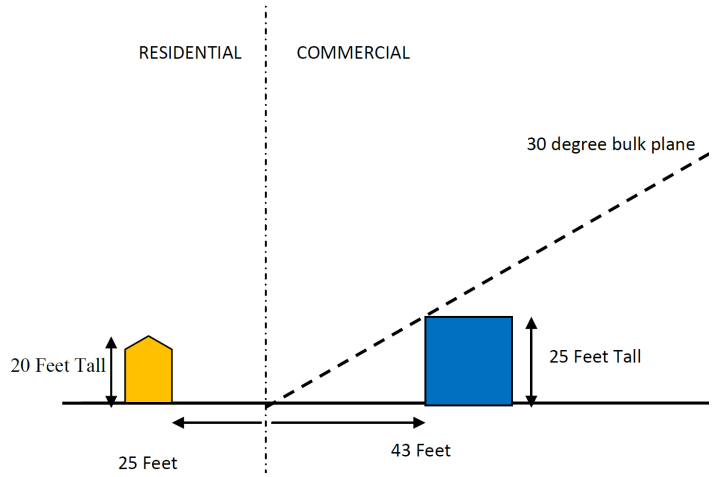
CODE ITEM	REQUIREMENTS FOR R-MD
Use Limitations	N/A
Maximum Structure Height	Thirty-five feet plus one additional foot for each additional two feet of setback provided on each side of the structure up to 75 feet. Above 75 feet, no additional setback is required.
Front Yard Setback	25 feet along a collector 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

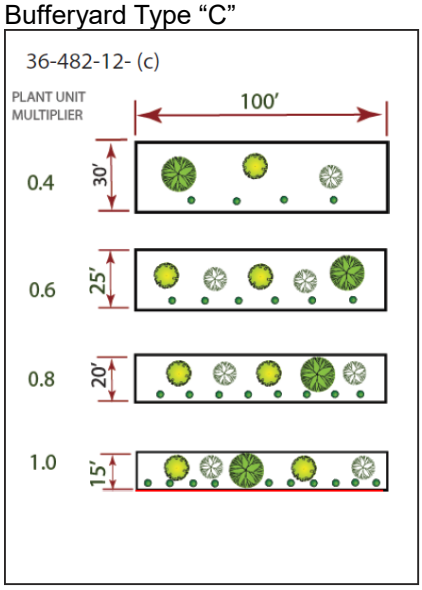
	article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. 2. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will 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:

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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
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III. CONCLUSION **4**

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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

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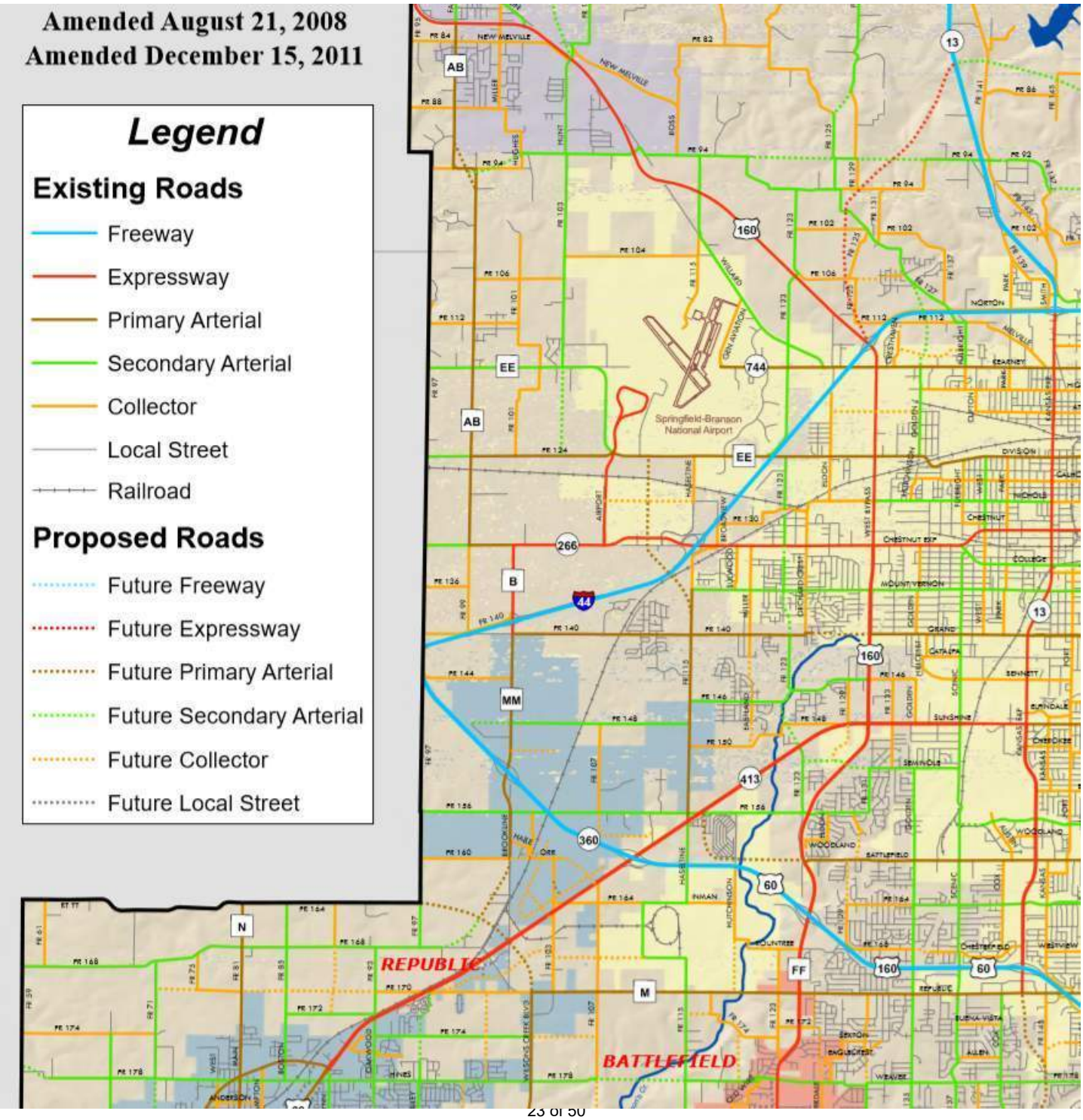
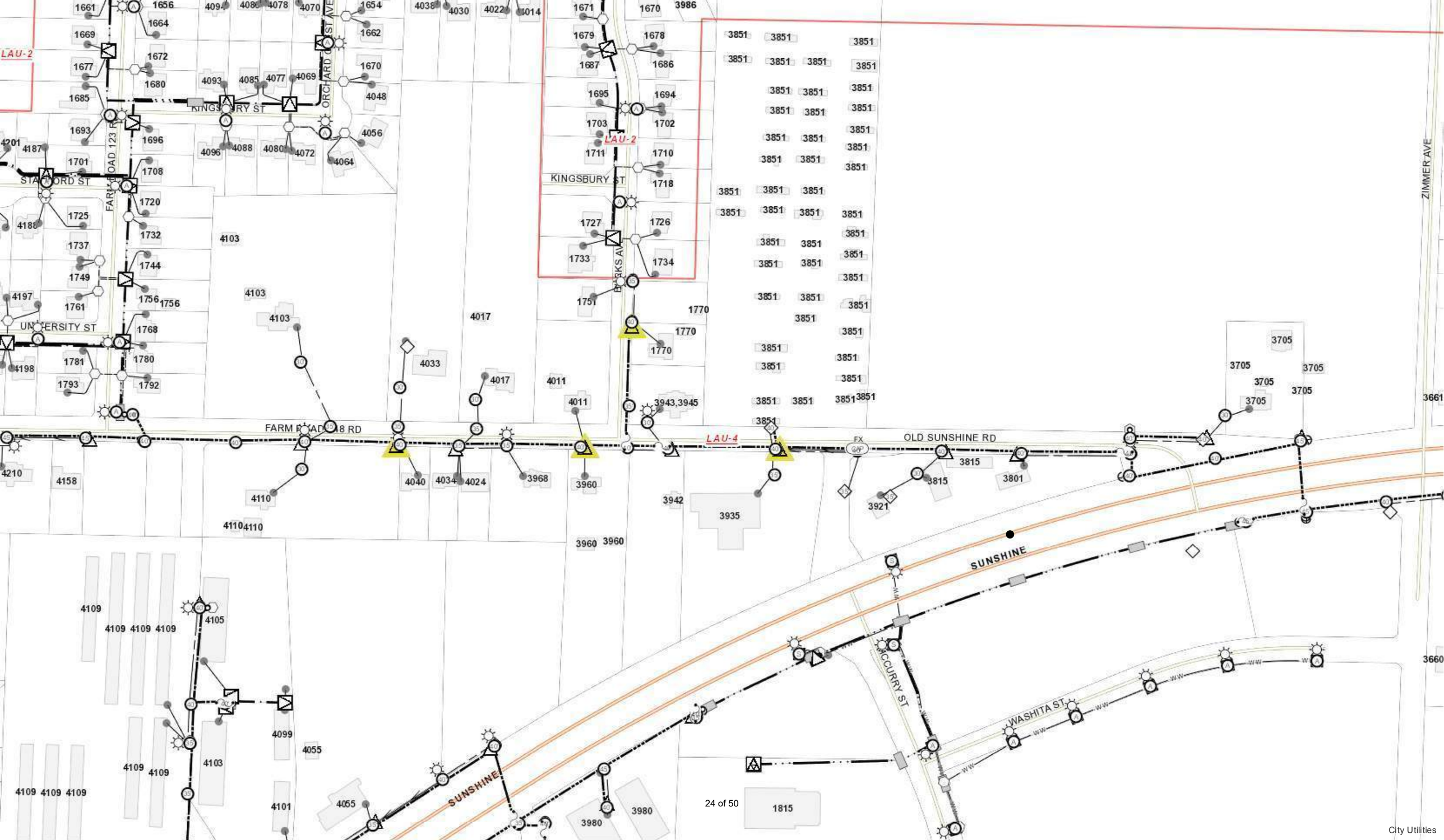
These image clips have been taken from the City's website https://www.springfieldmo.gov/DocumentCenter/View/22236/Major-Thoroughfare-Plan-Graphic-PDF?bidId=





City Utilities

KINGSBURY ST
ORCHARD CREST AVE
STANFORD ST
FARM ROAD 123 RD
UNIVERSITY ST
BURKS AVE
4" Aban. Gas
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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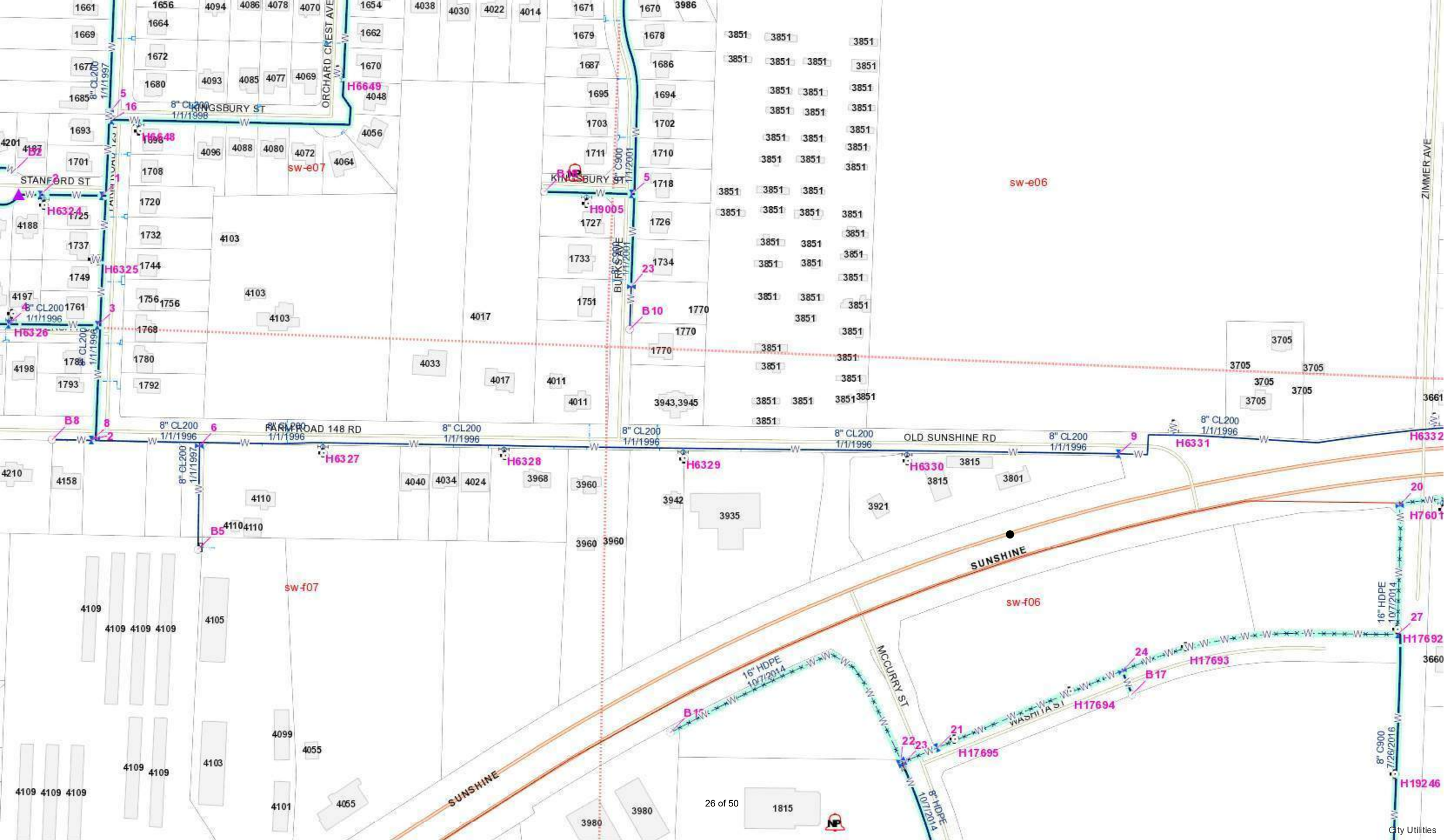
City Utilities


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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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

$$Q = \frac{(P-Ia)^2}{(P-Ia)+S}$$

$$Ia = 0.2S$$

$$Q = \frac{(P - 0.2S)^2}{(P + 0.8S)}$$

$$S = \frac{1000}{CN} - 10$$

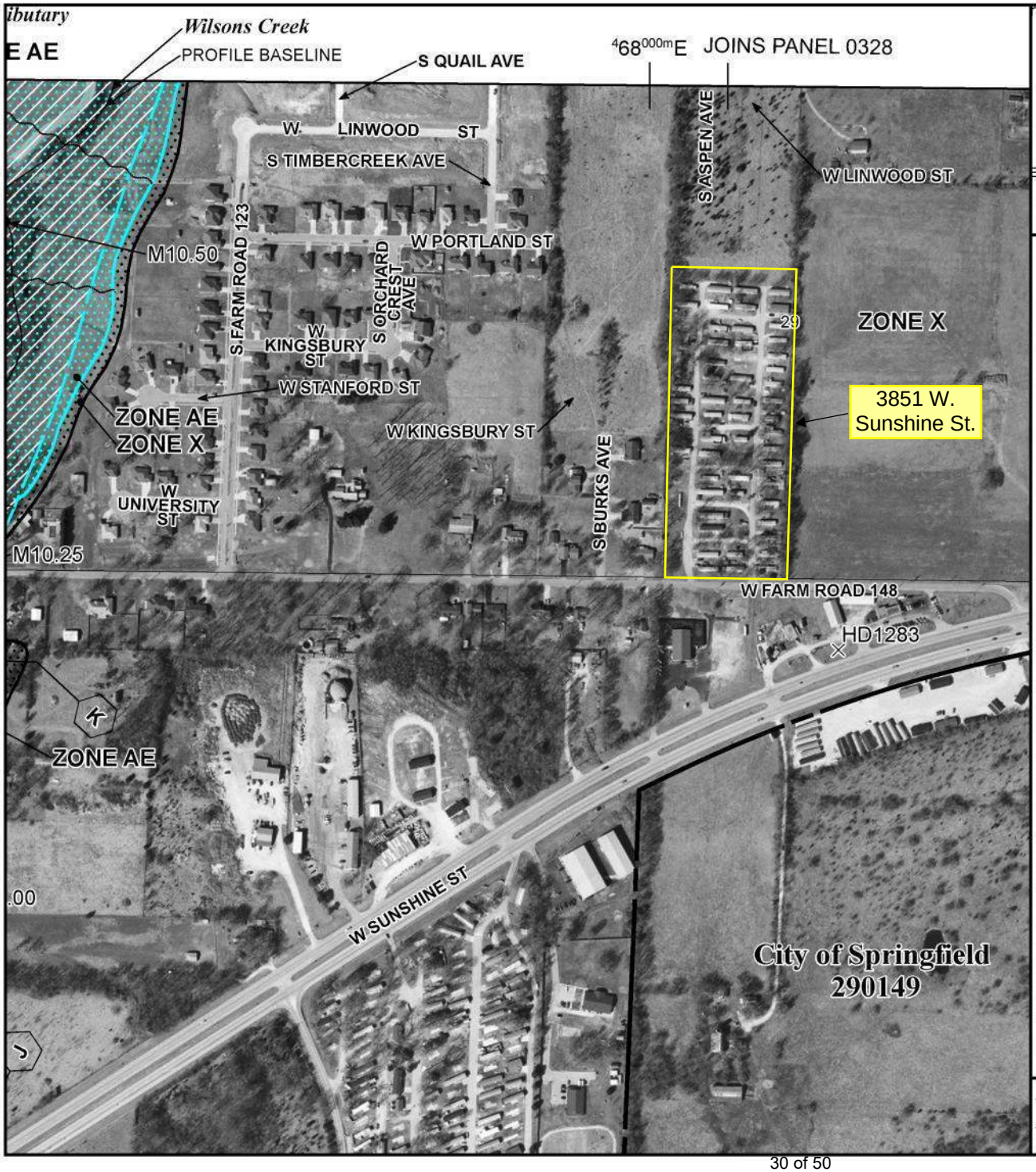
Area of development (Acres) = 9.3 ac

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.

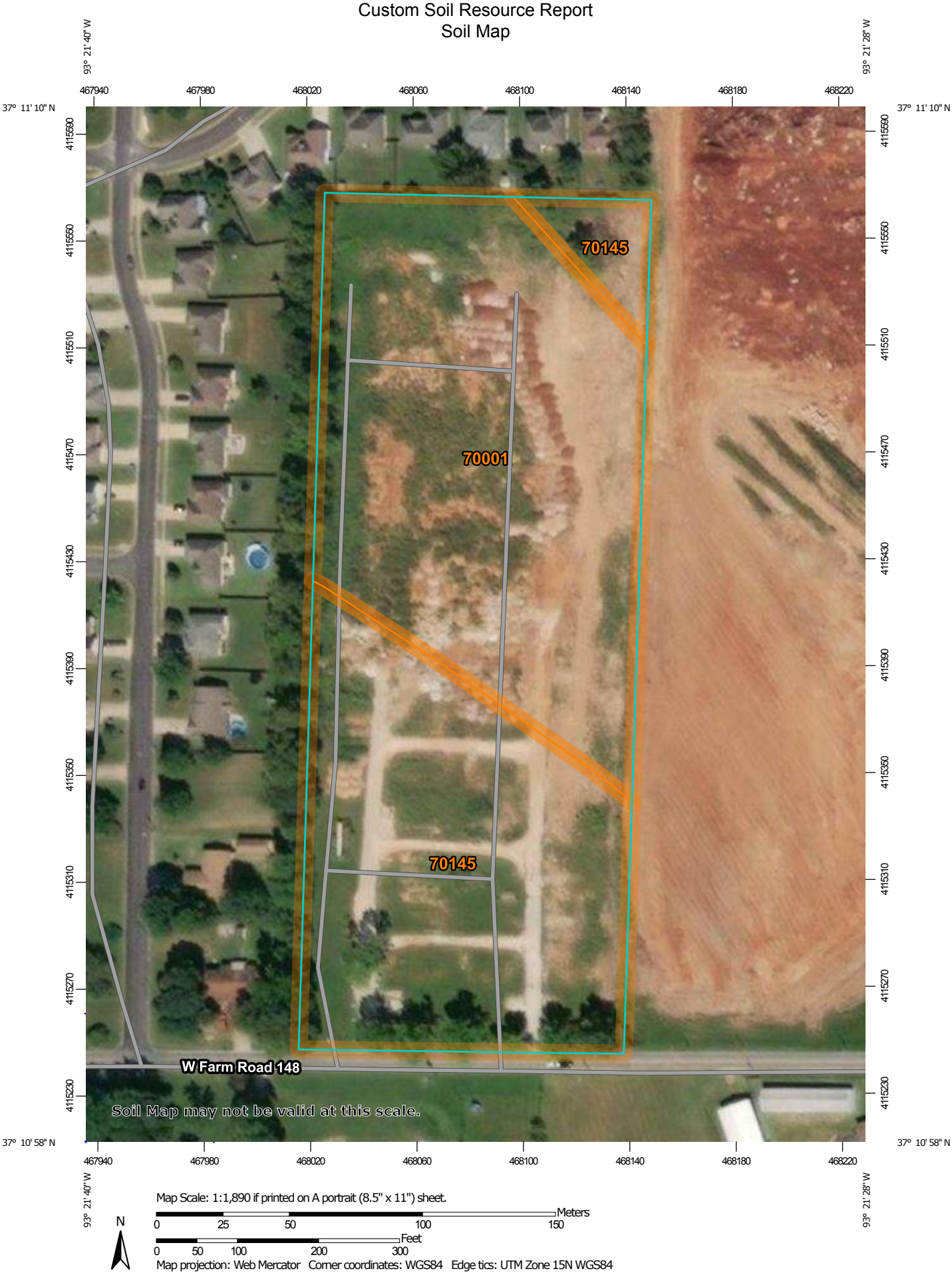
Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree 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

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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.

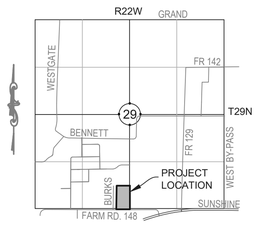
LOT 1 DESCRIPTION:

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

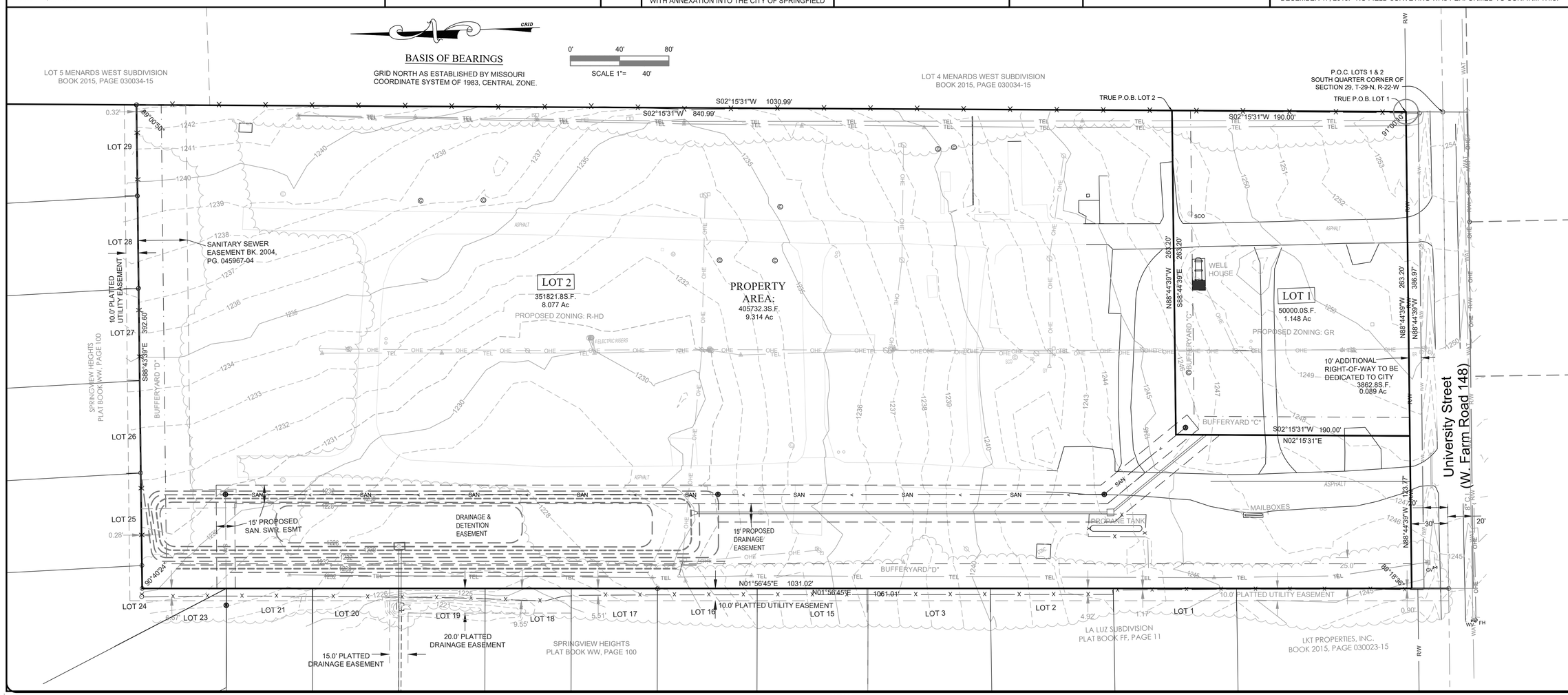
SPECIAL WARRANTY DEED:
Book: 2015
Page: 049884-15

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

535 W. Battlefield St.
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

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. _____
Filed: 03-05-19

Sponsored by: Prater

First Reading: _____ Second Reading: _____
AMENDED
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, 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 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

SUPPLEMENTAL EXPLANATION TO AMENDED COUNCIL BILL 2019-045

FILED 03-05-19

ORIGINATING DEPARTMENT: Law

At its February 25, 2019, meeting, Council voted to amend Council Bill 2019-045 to delete all references to Section 320 ‘Landscaping Materials’ to allow more time to consider changes to that section of the Fire Code.

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 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

T1024.1 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.

T1024.2 Permit application must have a site plan noting the location of the tent and an approved staking/ballasting plan.

> T1024.2.1 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

T1032.1 Tent Vendor License.

T1032.1.1 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.

T1032.1.2 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

T10~~43~~.1 Every individual who installs commercial tents greater than 200 square foot must be approved as a Master Tent Installer.

T10~~43~~.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.

T10~~43~~.3 The approval is valid for three years from the date of issuance, but may be revoked for cause.

T10~~43~~.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.

T10~~43~~.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:

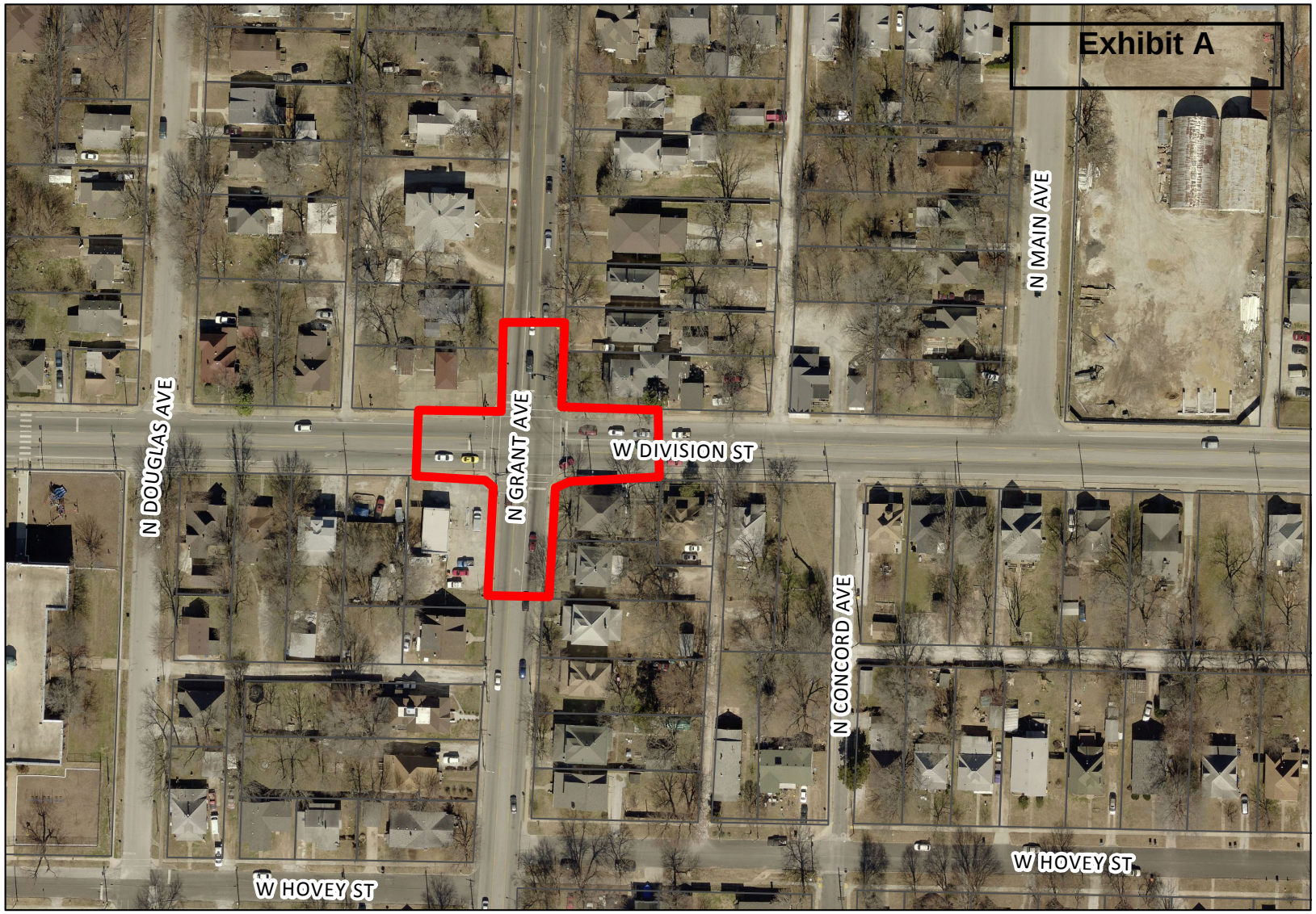
Martin Gugel, Assistant Director of Public Works

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.

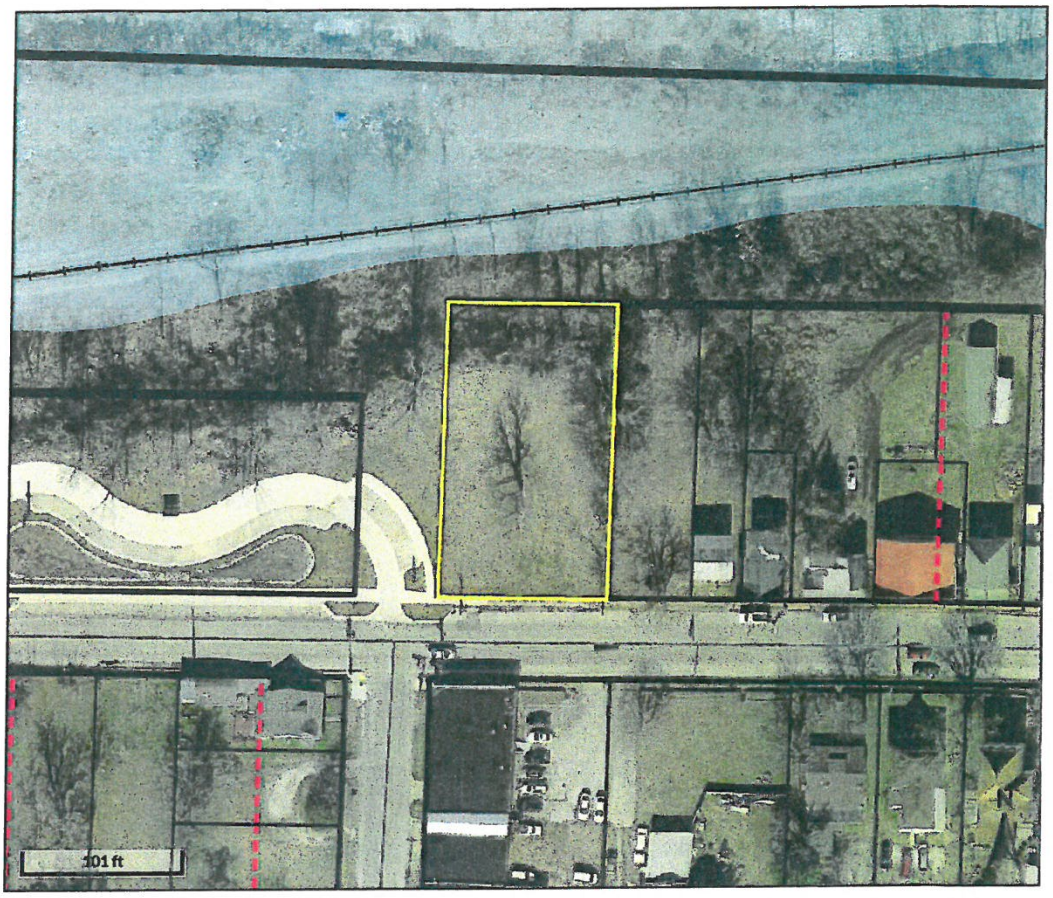
Tract II

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.

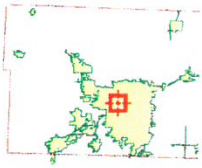
EXHIBIT

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

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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):**
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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

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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. 10
Filed: 03-05-19

Sponsored by: Lear

First Reading: _____ Second Reading: _____
SUBSTITUTE
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 $120,000.00.

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 SGCHD Director.

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 $120,000.00 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 Springfield-Greene County Health Department ("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 SUBSTITUTE COUNCIL BILL 2019- 042

ORIGINATING DEPARTMENT: Health

FILED: 03-05-19

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 $120,000.00.

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 the 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

Jason Gage, City Manager

Exhibit A

Springfield-Greene County Health Department			
Completed By:	Katie Towns	Date Completed:	3.4.19
Contact Email:	ktowns@springfieldmo.gov	Contact Phone Number:	417-874-2280

FFY2018 Opioid Crisis Grant Contract Budget

Section A

Total Allowed Contract Amount (see comment)	120,000.00
Operational Expenses:	
Personnel Services	
Fringe Benefits	
Travel	
Supplies	9,090.91
Other	
Equipment (see comment below in Section B)	0.00
Rental/Lease Costs (see comment below in Section B)	0.00
Contractual	100,000.00
Total Direct Costs	
Indirect (Administrative Cost)	10,909.09
Contract Total	120,000.00
Surplus/Deficit	0.00

Section B

			Unallowed Cost for Indirect Computation
Total Budgeted Costs	120,000.00		
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 Safe and Sober	25,000.00		0.00
Subcontract #2 Discovery Center	25,000.00		0.00
Subcontract #3 Community Partnership of the Ozarks	25,000.00		0.00
Subcontract #4 Addiction Expert re: First Responder ed.	25,000.00		0.00
Subcontract #5	0.00		0.00
Total Contractual	100,000.00		

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)*	120,000.00

Allowed Rate	10%
Maximum Allowed Indirect (Administrative Costs) for Contract	10,909.09

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

NA

Fringe Benefits

NA

Travel

NA

Equipment

NA

Rental/Lease

NA

Supplies

General supplies for community partner meetings.

Other

NA

Contractual

Safe and Sober, Discovery Center, Community Partnership of the Ozarks and Addiction Expert -Opioid Education and Resources.

OPIOID CRISIS RESPONSE CONTRACT WORK PLAN

LPHA Contractor: Springfield-Greene County Health Department

PROBLEM STATEMENT	CURRENT CAPACITY (BASELINE MEASURE)	OBJECTIVE(s)	ACTIVITIES	PROPOSED OUTCOMES
There is currently no widespread opioid prevention education program offered to Springfield students.	11,049 Greene county students currently receive drunk driving prevention education from Safe and Sober.	Provide opioid education to 12,000 Greene County students.	Safe and Sober Opioid Module delivered to 12,000 students in Greene County schools. Safe and Sober Opioid promotional materials produced to supplement learning in schools.	12,000 Greene students will receive opioid prevention education. Student evaluation will ensure learning achieved. Pledges collected from students to create a form of accountability that they will not misuse opioids.
There is a lack of community awareness of opioid addiction and the dangers associated—	Community Partnership of the Ozarks currently has an opioid awareness campaign that lasts through	Extend Community Partnership of the Ozarks (CPO) substance misuse	Funding to assist with development of additional Radio/Movie theater/Social Media PSAs (now through April 2019) and airing of them/increased airing of existing ones May-August 2019. Also, social media messaging will be used drive people to the webpage to launch in early March cpozarks.org/opioid prevention which will have information about all opioid prevention presentations/trainings, downloadable static PSA messages for email signature lines/banner ads, etc, all our PSAs	60,000 impressions with funding to provide opioid addiction awareness

OPIOID CRISIS RESPONSE CONTRACT WORK PLAN

especially among youth.	April that could be continued with additional resources.	communication campaign.	available for view, a map of all permanent drug drop box locations for the region, and stats/data about the prevalence and risks associated with Rx misuse, possible consequences, and where to go for treatment and recovery support.	through media PSAs and ads. Sponsored ads on social media will be used to drive people to resources.
The Discovery Center in Springfield recognized the opioid crisis and its effects on children and seniors in our community. They will be receiving tax credit funding in 2020 to fund opioid education. Lack of developed curriculum for educating school age children about the dangers of opioids	Currently no formal education for children and seniors in opioid education at the Discovery Center.	Development of evidence-based curriculum to deliver education in Greene county for children and seniors. Coordinate with Safe and Sober curriculum to integrate and use same messages.	Discovery Center: * Opioid public speaking education/non-hands-on lesson - combine the education piece with engaging public speaking for school assemblies and other similar events * Opioids and STEM lesson small group with hands-on activities * Opioids exhibit sponsorship in the museum * Opioid educational field trips - 45 minutes of programs and lunch room reservation (most classes are around 20 - 30 kids)	Curriculum developed and adopted in coordination with Safe and Sober. Plan developed and begin implementation to provide education, assemblies and field trips with schools in Greene County.

OPIOID CRISIS RESPONSE CONTRACT WORK PLAN

First responders are called to respond to substance misuse/overdose incidents as a routine part of their job function. Substance misuse and addiction are complex situations that require cultural competence and understanding in order to provide the best care and treatment possible for the patient.	There is currently no formal education/training requirement in the Springfield Fire Department that would develop cultural competence and understanding of this complex issue.	Establish substance misuse/addiction training for fire department staff. Incorporate Crisis Intervention Training (CIT) training used by Springfield Police Department into training for leadership within SFD.	Contract training delivery with expert on substance misuse/addiction to host training for all Springfield Fire Department (SFD) staff to be educated regarding substance misuse/addiction/overdose. CIT training for all leadership staff in SFD.	Training of all Springfield Fire Department staff. CIT training for leadership staff.

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			120,000	DHSS Opioid Crisis Response
Net Revenue Adjustment						120,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	50010	501260			50,000	Operating Supplies
27010	11	50010	504580			70,000	Other Professional Services
Net Expenditure Adjustment						120,000	

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 3/6/19
Department Head Date

Approved By:

Jason A. Hage 3/6/19
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2019-042S1
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

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.

CONFIDENTIALITY STATEMENT
This email is from the Missouri Department of Health and Senior Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: Martha.Smith@health.mo.gov or by calling 573-522-2731.

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. _____
P. Hrngs. X
Pgs. 18
Filed: 03-05-19

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 055 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 3.73 acres of property, generally located at 1116 and 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941 North National Avenue, from LB, Limited Business District and R-TH, Residential Townhouse District to GI, Government and Institutional Use District. (Staff and Planning and Zoning Commission recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 1116 and 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941 North National Avenue, and more fully described in "Exhibit A" from LB, Limited Business District and R-TH, Residential Townhouse District to GI, Government and Institutional Use District; 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 LB, Limited Business District and R-TH, Residential Townhouse District, or such zoning

districts as are designated on the official zoning map adopted by City Council, to GI, Government and Institutional Use District; 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 - 055

FILED: 03-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 3.73 acres of property, generally located at 1116 and 1120 East Pythian Street, 922 to 933 North Florence Avenue and 941 North National Avenue, from LB, Limited Business District and R-TH, Residential Townhouse District to GI, Government and Institutional Use District. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-2-2019

The applicant, Ozarks Technical Community College ("OTC"), is proposing to rezone 3.73 acres of property generally located at 1116 and 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941 North National Avenue from LB, Limited Business District and R-TH, Residential Townhouse District to GI, Government and Institutional Use District.

The Ozarks Technical Community College Springfield Campus Master Plan, adopted by City Council as an element of the Springfield Comprehensive Plan in 2010, recommends this area be rezoned to the GI, Government and Institutional Use District as properties are acquired and planned for college use. The proposed zoning will consolidate the property owned by OTC south of Pythian Avenue into one zoning district which is consistent with their Master Plan. This will allow the subject property to be developed like other large institutions in the City.

REMARKS:

The Planning and Zoning Commission held a public hearing on February 14, 2019, and recommended approval, by a vote of 5 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the southern property as appropriate for Medium Intensity Retail, Office or Housing. This mixed 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 northern properties are identified as appropriate for Low Density housing. However, the OTC Zoning and Land Use Element of their 2010 Master Plan recommends this area as part of the

proposed expansion of the OTC campus. The OTC Master Plan was adopted as an element of the Springfield Comprehensive Plan on May 17, 2010.

2. The proposed expansion and rezoning are recommended by the OTC 2010 Springfield Campus Master Plan as part of the Zoning and Land Use Element.

3. The proposed zoning will consolidate the property owned by OTC south of Pythian Avenue into one zoning district which is consistent with their Master Plan. This will allow the subject property to be developed like other large institutions in the City.

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, Legal Description
Exhibit B, Record of Proceedings
Exhibit C, Development Review Staff Report
ATTACHMENTS:
Attachment 1: Department Comments
Attachment 2: Neighborhood Meeting Summary

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-2-2019

BEGINNING AT THE NORTHWEST CORNER OF LOT 4 OF J.M. RICHARDSON'S FIRST ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, MISSOURI , RECORDED IN PLAT BOOK B, PAGE 120, GREENE COUNTY RECORDER'S OFFICE;
THENCE SOUTH 89°03'34" EAST, ALONG THE SOUTH RIGHT OF WAY OF PYTHIAN STREET, A DISTANCE OF 216.09 FEET;
THENCE SOUTH 85°51'46" EAST, CONTINUING ALONG SAID RIGHT OF WAY, A DISTANCE OF 38.73 FEET;
THENCE NORTHEASTERLY 8.15 FEET, CONTINUING ALONG SAID RIGHT OF WAY AND ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 75°22'35" EAST, 8.05 FEET;
THENCE SOUTH 89°03'34" EAST, CONTINUING ALONG SAID RIGHT OF WAY, A DISTANCE OF 270.37 FEET TO A POINT ON THE WEST RIGHT OF WAY OF NATIONAL AVENUE;
THENCE SOUTH 02°03'43" WEST, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 42.51 FEET;
THENCE NORTH 89°03'19" WEST, A DISTANCE OF 144.20 FEET TO A POINT ON THE EAST LINE OF SILVER SPRINGS SUB-DIVISION 1ST ADDITION, A SUBDIVISION RECORDED IN BOOK GG, PAGE 43 GREENE COUNTY RECORDER'S OFFICE;
THENCE SOUTH 02°08'41" WEST, ALONG SAID EAST LINE, A DISTANCE OF 42.62 FEET;
THENCE NORTH 89°00'21" WEST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 4.04 FEET;
THENCE SOUTH 02°08'41" WEST, CONTINUING ALONG SAID EAST LINE AND ITS EXTENSION, A DISTANCE OF 168.00 FEET;
THENCE SOUTH 87°56'27" EAST, A DISTANCE OF 148.51 FEET TO A POINT ON THE WEST RIGHT OF WAY OF NATIONAL AVENUE;
THENCE SOUTH 02°03'43" WEST, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 184.68 FEET;
THENCE SOUTH 01°31'08", CONTINUING ALONG SAID RIGHT OF WAY, A DISTANCE OF 33.00 FEET TO A POINT ON THE CENTERLINE OF VACATED CENTRAL STREET;
THENCE NORTH 89°00'47" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 291.12 FEET;
THENCE NORTH 89°03'00" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 10.11 FEET TO A POINT ON THE CENTERLINE OF VACATED FLORENCE AVENUE;
THENCE NORTH 02°08'39" EAST, ALONG SAID CENTERLINE OF VACATED FLORENCE AVENUE, A DISTANCE OF 252.48 FEET;

THENCE NORTH 89°07’54” WEST, A DISTANCE OF 232.65 FEET TO THE SOUTHWEST CORNER OF LOT 4 OF SAID J.M. RICHARDSON’S 1ST ADDITION;
THENCE NORTH 02°08’39” EAST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 221.29 FEET TO THE POINT OF BEGINNING;
CONTAINING 162,427 SQUARE FEET (3.73 ACRE)

EXHIBIT B

RECORD OF PROCEEDINGS
ZONING CASE Z-2-2019
Planning and Zoning Commission February 14, 2019

Z-2-2019
1116 & 1120 East Pythian Street and 900 blk North Florence Avenue and 941 North National Avenue
Applicant: Community College District of Central Southwest Missouri (OTC)

King Coltrin recused himself.

Mr. Hosmer stated that this is a request to rezone approximately 3.73 acres of property generally located at1116, 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941 North National Avenue from LB, Limited Business District and R-TH, Residential Townhouse District to GI, Government and Institutional Use District. The Comprehensive Plan identifies the southern (LB) property as appropriate for Medium Intensity Retail, Office or Housing. The northern (R-TH) properties are identified as appropriate for Low Density housing. However, the OTC Zoning and Land Use Element of their 2010 Master Plan recommends this area as part of the proposed expansion of the OTC campus. A traffic study is required at the time of completion of OTC's Master Plan which will be reviewed and approved by the City. Buyout in lieu of on-site stormwater detention will not be allowed, and detention is required. The proposed zoning will consolidate the property owned by OTC south of Pythian Avenue into one zoning district which is consistent with the Master Plan. Staff recommends approval.

Mr. Rose opened the public hearing.

Mr. Jonathan Staats, 5051 S. National Avenue, representing the owner and here to answer any questions. This is just the continuation of the work that OTC has been doing on rezoning.

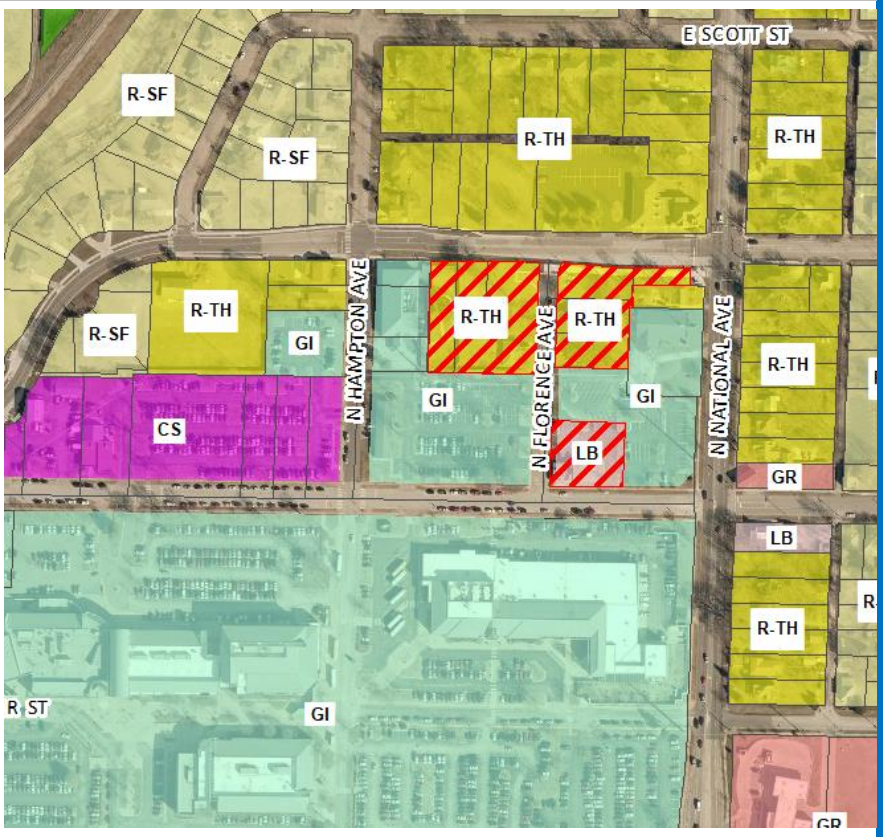
Mr. Rose closed the public hearing.

COMMISSION ACTION:
Ms. Broekhoven motioned to **approve** Z-2-2019 (1116 & 1120 East Pythian Street and 900 blk North Florence Avenue and 941 North National Avenue). Mr. Jobe seconded the motion. Ayes: Rose, Jobe, Broekhoven, Thomas, and Ogilvy. Nays: None. Abstain: None. Absent: Doennig, Cox, and Shuler. King Coltrin recused himself.

Bob Hosmer, AICP
Principal Planner

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	FEBRUARY 14, 2019
CITY COUNCIL PUBLIC HEARING:	MARCH 11, 2019



CASE NUMBER:
Z-2-2019

PROJECT LOCATION: 1116, 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941 North National Avenue

ACRES: 3.73 acres

EXISTING LAND USE: Institutional Use, parking lot, duplexes (to be demolished), vacant land

APPLICANT:
Junior College District of Southwest Missouri (OTC)

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

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve Z-2-2019 as submitted in the staff report.

SUMMARY OF REQUEST:

To rezone approximately 3.73 acres of property generally located at 1116, 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941 North National Avenue from LB, Limited Business District and R-TH, Residential Townhouse District to GI, Government and Institutional Use District.

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the southern property as appropriate for Medium Intensity Retail, Office or Housing. This mixed 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 northern properties are identified as appropriate for Low Density housing. However, the OTC Zoning and Land Use Element of their 2010 Master Plan recommends this area as part of the proposed expansion of the OTC campus. The OTC Master Plan was adopted as an element of the Springfield Comprehensive Plan on May 17, 2010 (Council Bill No. 2010-129).

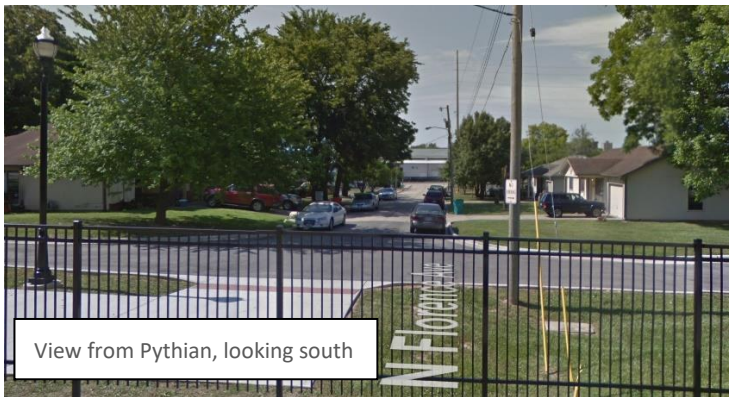
2. The proposed expansion and rezoning are recommended by the OTC 2010 Springfield Campus Master Plan as part of the Zoning and Land Use Element.

3. The proposed zoning will consolidate the property owned by OTC south of Pythian Avenue into one zoning district which is consistent with their Master Plan. This will allow the subject property to be developed like other large institutions in the City.

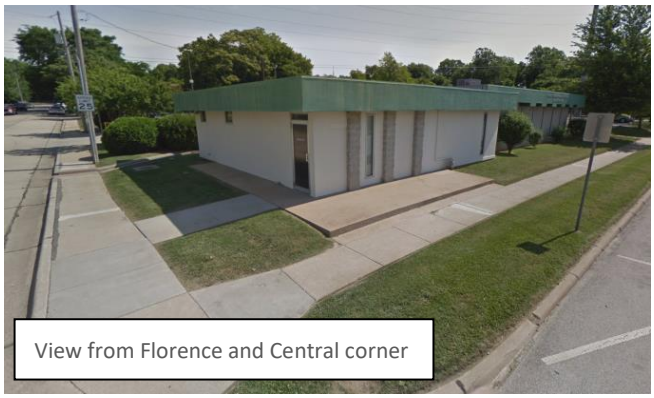
SURROUNDING ZONING AND LAND USES:				
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	R-TH	GI	GI, R-TH	GI
LAND USE	Church, Undeveloped Land	OTC parking and school uses	Church, OTC parking, single-family residence (across National Ave)	OTC parking and school uses

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

GOOGLE MAPS STREET VIEW:

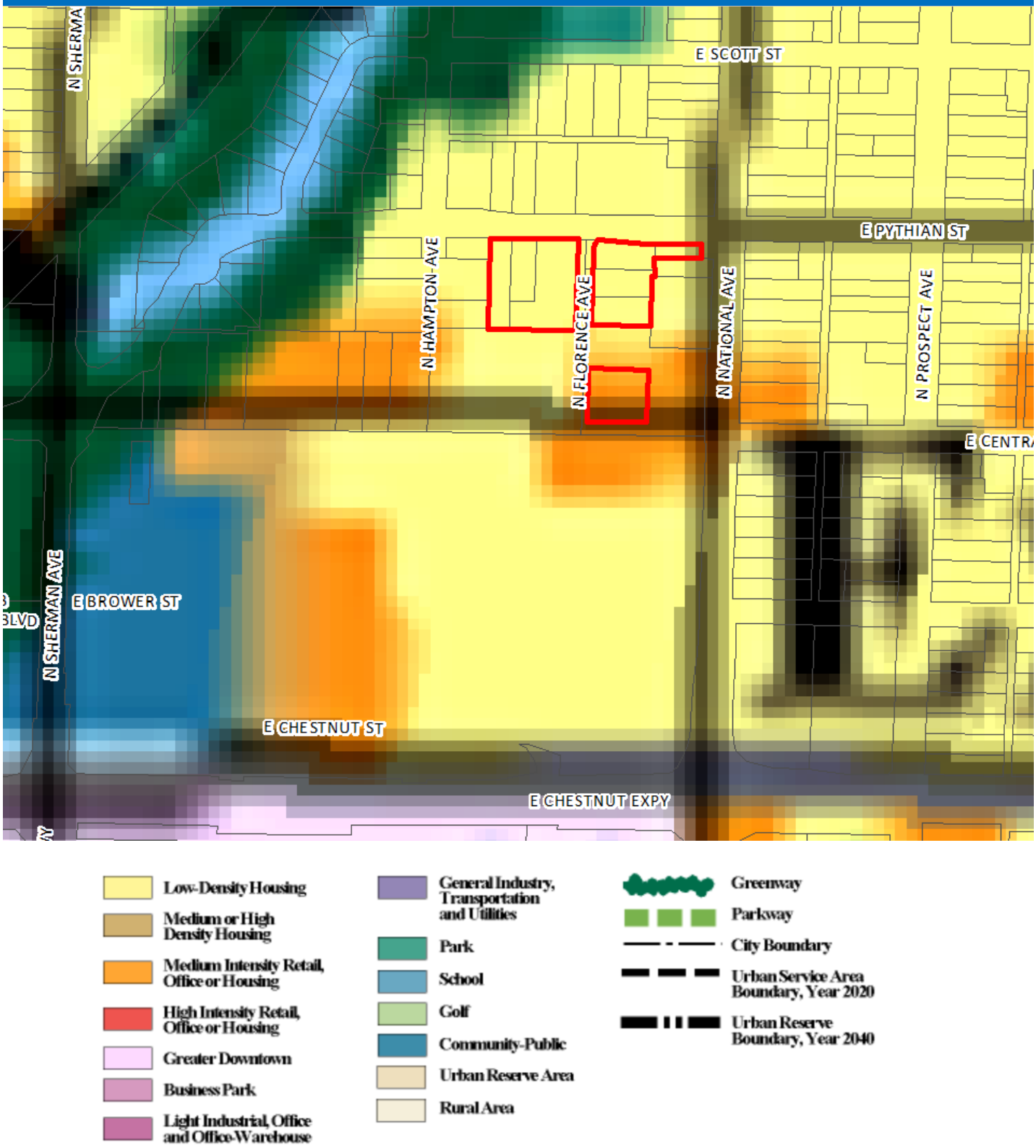


View from Pythian, looking south



View from Florence and Central corner

GROWTH MANAGEMENT AND LAND USE PLAN:

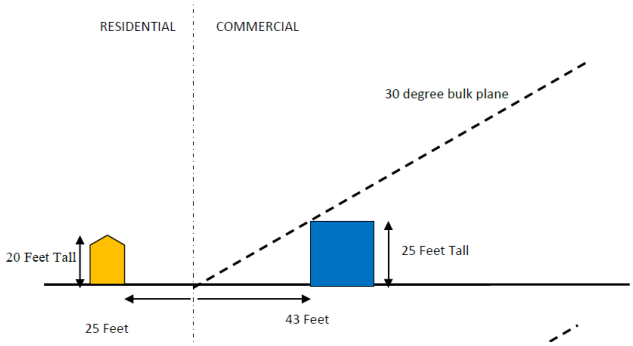
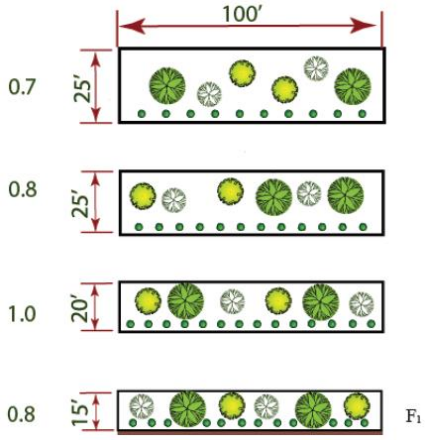


PROPERTY HISTORY:

The subject property was zoned R-TH, Residential Townhouse and LB, Limited Business Districts in a community-wide rezoning to the current Zoning Ordinance regulations in March 1995 (G.O. 4494).

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GI
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	20 percent

BULK PLANE	BUFFERYARD AND LANDSCAPING
All structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district 	A bufferyard type D is required adjacent to R-TH zoned property. 

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the southern property as appropriate for Medium-Intensity Retail, Office or Housing. This mixed 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 north properties are identified as appropriate for Low-Density Housing.

The 2010 OTC Springfield Campus Master Plan recommends that the subject properties be included as part of the proposed expansion of the OTC campus. The Plan recommends that existing properties owned by OTC for college uses and properties in areas acquired and planned for college uses should be rezoned to GI, Government and Institutional Use District. The OTC Master Plan was adopted as an element of the Springfield Comprehensive Plan on May 17, 2010 (Council Bill No. 2010-129).

STAFF COMMENTS:

1. The applicant, Ozarks Technical Community College, is proposing to rezone approximately 3.73 acres of property generally located at 1116, 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941 North National Avenue from LB, Limited Business District and R-TH, Residential Townhouse District to GI, Government and Institutional Use District.

2. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the southern property as appropriate for Medium-Intensity Retail, Office or Housing. This mixed 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 northern properties are identified as appropriate for Low-Density Housing. However, the OTC Zoning and Land Use Element of their 2010 Master Plan recommends this area as part of the proposed expansion of the OTC campus. The OTC Master Plan was adopted as an element of the Springfield Comprehensive Plan on May 17, 2010 (Council Bill No. 2010-129).

3. The proposed zoning will consolidate the property owned by OTC south of Pythian Avenue into one zoning district which is consistent with the City-adopted Master Plan. This will allow the subject property to be developed like other large institutions in the City.

4. A traffic study is required at the time of completion of OTC's Master Plan. In addition to the traffic study, the Master Plan must also be reviewed by the City of Springfield – Traffic

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 3, 2018 regarding the rezoning request. A summary of the 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: 11 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No objections to rezoning.

CITY UTILITIES COMMENTS:

No objections to rezoning.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies N. National Avenue as a Primary Arterial roadway and E. Pythian Street as a non-residential local roadway. The standard right-of-way width for both National and Pythian are 50 feet from centerline and 30 feet from centerline, respectively. It appears additional right-of-way is not needed. However, when finalizing OTC's Master Plan, it appears additional right-of-way will need to be dedicated on adjacent properties (not pertaining to this rezoning). A survey is recommended to determine the exact amount of existing right-of-way. N. National Avenue and E. Pythian Street are both City-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on N. National Avenue north of E. Chestnut Expressway is 21,489 vehicles per day. The most recent traffic counts on E. Pythian Street west of N. Sherman Avenue is 115 vehicles per day. On-street parking is not allowed on these sections of National or Pythian.

DRIVEWAY ACCESS

There are three driveway approaches on N. National Avenue that at least two should be closed, but are not included as a part of this rezoning. This should be considered while completing the master plan. All other driveway access points are to/from private streets. Any new proposed driveway approaches must meet minimum spacing requirements from adjacent driveways and intersections.

SIDEWALK

There is existing sidewalk along the property frontage of both National Avenue and Pythian Street. The existing infrastructure meets current City standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Jordan Creek Greenway Trail is a couple blocks to the west of the property pertaining to this rezoning. There are bus stops along Pythian 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 as a part of the rezoning/redevelopment of the OTC property. However, this TIS may be deferred until such time that OTC has completed its Master Plan. It is understood that this plan is approaching

completion soon. The City has plans to make streetscape improvements to the Central/Pythian corridor in the near future (date 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	N. National Avenue	Primary Arterial	No	37	50
Street 2	E. Pythian Street	Local	No	30	30

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	TBD	TBD	TBD	TBD
***Proposed Trips Generated**	TBD	TBD	TBD	TBD
Additional Trips Generated	TBD	TBD	TBD	TBD

*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 Jordan Creek South drainage basin. The property is not located in a FEMA designated floodplain. Staff is not aware of any flooding problems in the area. If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. Buyout in lieu of on-site stormwater detention will not be allowed and detention is required. Since the project will not 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. If disturbing more than one acre water quality will also have to be provided.
3. Drainage easements must be provided for this conveyance.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.

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

Additional Stormwater Comments

Detention is required if adding impervious area.

FIRE DEPARTMENT COMMENTS:

No objection to rezoning.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-TH, LB to GI
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: December 3rd, 2018 from 4:00pm to 6:40pm
3. Meeting Location: Ozarks Technical Community College, Lincoln Hall, Room 211
4. Number of invitations that were sent: 143
5. How the mailing list was generated: Via City of Springfield Planning Services
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 comments on the plan were received at the meeting.

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

   None received.

I, Jonathan Staats (*print name)*, attest that the neighborhood meeting was held on December 3, 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

Jonathan Staats

Printed name of person completing affidavit

Hampton Area Rezoning

SIGN-IN SHEET - December3, 2018

	Name	Address or Company	Phone	E-mail
1	Eric Kirklin	Weller Neighbor	833 7279	ekirklinshop@gmail
2	Petra Rodriguez	1010 E. Scott St	631 2415	prmara5@gmail.com
3	Deborah Vaughn	1025 N National	862-7398	debvaughn5201@outlook.com
4	Doris COX	1025 N. HAMPTON	496-5441	
5	JONATHAN STAATS	CJW		
6	DANE SOCKLER	CJW		
7	Rob Rector	OTC		
8	Blayne Radford	OTC		
9	Danny Gutirrez	OTC		
10				
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20				

One-rdg. _____
P. Hrngs. X
Pgs. 16
Filed: 03-05-19

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019-056 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 43.5 acres of property, generally located at 1325 North Eldon Avenue, from Planned Development No. 187, 1st Amendment, to GM, General Manufacturing District. (Staff and Planning and Zoning Commission recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 1325 North Eldon Avenue, and more fully described in "Exhibit A" from Planned Development No. 187, 1st Amendment to GM, General Manufacturing District; 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 Planned Development District No. 187, 1st Amendment, or such zoning districts as are designated on the official zoning map adopted by City Council, to GM, General Manufacturing District; 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 - 056

FILED: 03-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 43.5 acres of property generally located at 1325 North Eldon Avenue from Planned Development No. 187 1st Amendment, to a GM, General Manufacturing District. (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-5-2019

The applicant is proposing to rezone approximately 43.5 acres of property generally located at 1325 North Eldon Avenue from Planned Development No. 187 1st Amendment to a GM, General Manufacturing District.

REMARKS:

The Planning and Zoning Commission held a public hearing on February 14, 2019, and recommended approval, by a vote of 6 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The GM district is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies this area as appropriate for General Industry, Transportation and Utilities. The GM District is listed as an appropriate zoning district for this land use category
2. The proposed GM district is consistent with the surrounding property to the south and west which is zoned GM, General Manufacturing and HM, Heavy Manufacturing. There is residential zoning to the north across Division Street and residential zoning to the east across Eldon Avenue. However, the northern half of the tract is covered with sinkholes and a sinkhole watershed which will limit development of this area.
3. Approval of this application will facilitate the development of this site and is consistent with the City's policies to 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, Legal Description
Exhibit B, Record of Proceedings
Exhibit C, Development Review Staff Report
ATTACHMENTS:
Attachment 1: Department Comments
Attachment 2: Neighborhood Meeting Summary

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-5-2019

Beginning at the northeast corner of the northwest quarter (NW¼) of section seventeen (17), township twenty-nine (29), range twenty-two (22), thence south 01°54'27" west with the east line of said northwest quarter (NW¼), a distance of 1465.97 feet to the northeast corner of a tract described in the warranty deed recorded in book 2311 at page 48, in the office of the recorder at Springfield, Greene County, Missouri, thence north 88°05'33" west with the north line of said tract and said north line extended, a distance of 1329.81 feet to a point on the west line of the east one-half (E½) of the northwest quarter (NW¼); thence north 01°54'44" east with said west line, a distance of 1435.57 feet to the northwest corner of the northeast quarter (NE¼) of said northwest quarter (NW¼) thence south 89°24'08" east, a distance of 1330.05 feet to the point of beginning, all lying in Springfield, Greene County, Missouri, except any part therof taken, deeded or used for road or highway purposes.

EXHIBIT B

RECORD OF PROCEEDINGS
ZONING CASE Z-5-2019
Planning and Zoning Commission February 14, 2019

Z-5-2019
1325 North Eldon Avenue
Applicant: Positronic Industries, Inc.

Mr. Hosmer stated that this is a request to rezone approximately 43.5 acres of property generally located at 1325 North Eldon Avenue from Planned Development No. 187 1st Amendment to a GM, General Manufacturing District. The Comprehensive Plan identifies this area as appropriate for General Industry, Transportation and Utilities. The GM District is listed as an appropriate zoning district for this land use category. The Major Thoroughfare Plan classifies Division as a primary arterial and Eldon as a collector roadway. Sidewalk is required to be constructed along the entire length of property frontage on both Division Street and Eldon Avenue, at the time of development. Traffic Impact Study (TIS) is required. The Traffic Impact Study may be deferred until the time of development. Approximately 10 feet of right-of-way needs to be dedicated along the property frontage on both W. Division Street and N. Eldon Avenue. The proposed GM district is consistent with the surrounding property to the south and west which is zoned GM, General Manufacturing and HM, Heavy Manufacturing. There is residential zoning to the north across Division Street and residential zoning to the east across Eldon Avenue. However, the northern half of the tract is covered with sinkholes and a sinkhole watershed which will limit development of this area. Staff recommends approval.

Mr. Coltrin opened the public hearing.

Mr. Billy Kimmons, 400 South Avenue, here to answer any questions. The original zoning was done 1995 as a Planned Development and will be taking it to General Manufacturing.

Mr. Coltrin closed the public hearing.

COMMISSION ACTION:
Mr. Jobe motioned to **approve** Z-5-2019 (1325 North Eldon Avenue). Ms. Ogilvy seconded the motion. Ayes: Coltrin, Rose, Jobe, Broekhoven, Thomas, and Ogilvy. Nays: None. Abstain: None. Absent: Doennig, Cox, and Shuler.

Bob Hosmer, AICP
Principal Planner

Exhibit C

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	FEBRUARY 14, 2019
CITY COUNCIL PUBLIC HEARING:	MARCH 11, 2019

CASE NUMBER:
Z-5-2019

PROJECT LOCATION: 1325 North Eldon Avenue

ACRES: 43.5 acres

EXISTING LAND USE: Undeveloped Land and Manufacturing uses

APPLICANT: Positronic Industries Inc.

STAFF:
Bob Hosmer, AICP Principal Planner
417-864-1834

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve Z-5-2019 as submitted in the staff report.

SUMMARY OF REQUEST:

To rezone approximately 43.5 acres of property generally located at 1325 North Eldon Avenue from Planned Development No. 187 1st Amendment to a GM, General Manufacturing District.

FINDINGS FOR STAFF RECOMMENDATION:

1. The GM district is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies this area as appropriate for General Industry, Transportation and Utilities. The GM District is listed as an appropriate zoning district for this land use category
2. The proposed GM district is consistent with the surrounding property to the south and west which is zoned GM, General Manufacturing and HM, Heavy Manufacturing. There is residential zoning to the north across Division Street and residential zoning to the east across Eldon Avenue. However, the northern half of the tract is covered with sinkholes and a sinkhole watershed which will limit development of this area.
3. Approval of this application will facilitate the development of this site and is consistent with the City's policies to promote infill development where investments have already been made in public services and infrastructure.

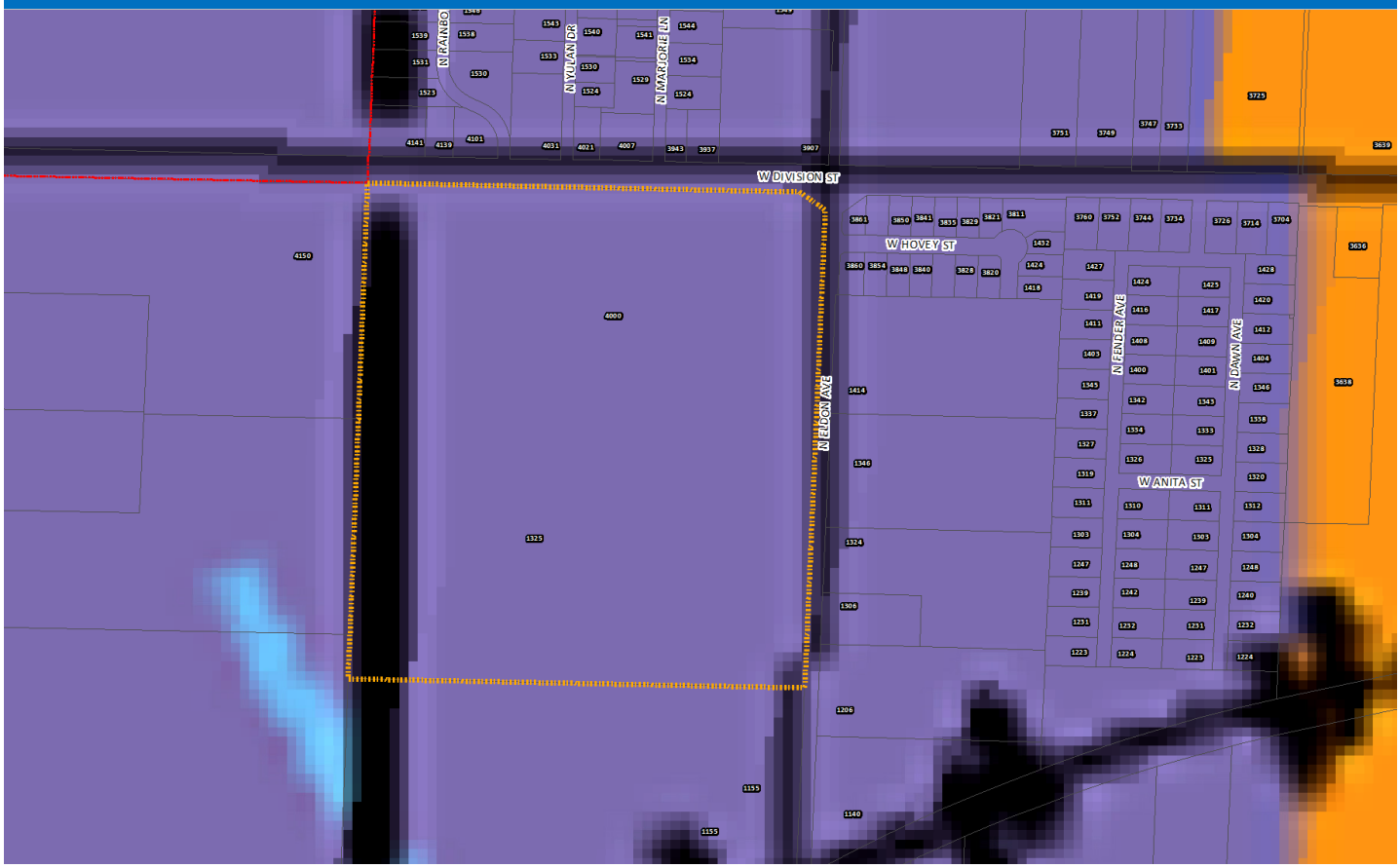
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	GM	R-SF	GM
LAND USE	Residential uses	Manufacturing uses	Residential use	Manufacturing 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 was zoned Planned Development 187 from an M-2, Heavy Manufacturing District on January 23, 1995 (G.O. 4483).

Planned Development 187 1st Amendment was approved by City Council on January 30, 2012. The Planned Development permitted residential uses on the northern tract and industrial uses on the southern tract. This amendment allowed the construction of a broadcast tower for radio station transmissions on the northern tract with a maximum height of 149 feet. The amendment changed the public thoroughfares section in the existing Planned Development to prohibit access to Division Street and Eldon Avenue except from an internal street system to allow for one driveway access directly to Division for the broadcast tower service structure.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GM
Maximum Structure Height	None
Minimum open space	For office, athletic clubs, fitness centers, indoor sports facilities, and recording, television, and radio studios: 15 percent open space. All other uses: None.
Maximum impervious area	For office, athletic clubs, fitness centers, indoor sports facilities, and recording, television, and radio studios: maximum of 85 percent impervious area. All other uses: None.
BULK PLANE	**BUFFERYARD AND LANDSCAPING**
No bulk plane is required.	No bufferyard is required adjacent to GM and HM districts to the south and west. There are no bufferyard requirement along Division Street, but a Type S2 will be required along Eldon since it is less than 70 feet wide. A type S2 is 15 feet wide with plantings. Landscaping will be provided in accordance with the Zoning Ordinance.
USE LIMITATIONS	**USE LIMITATIONS**
All outdoor storage shall be at least 100 feet from any residential district boundary.	No junk, scrap, salvage or automobile wrecking yard shall be located within 500 feet of any residential district.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this area as appropriate for General Industry, Transportation and Utilities. This category includes industry that involves railroad service, heavy truck traffic, extensive outdoor storage, noise or odors, and the handling of raw materials. It also includes railroad yards, power plants and the airports. The GM District is listed as an appropriate zoning district for this land use category.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 43.5 acres of property located at 1325 North Eldon Avenue from Planned Development 187 1st Amendment to a GM, General Manufacturing District.

2. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this area as appropriate for General Industry, Transportation and Utilities. This category includes industry that involves

railroad service, heavy truck traffic, extensive outdoor storage, noise or odors, and the handling of raw materials. It also includes railroad yards, power plants and the airports. The GM District is listed as an appropriate zoning district for this land use category.

3. The GM district is designed as the basic manufacturing district for Springfield. The use limitations for this district are set so that most industrial uses that are reasonably careful with respect to housekeeping and external impacts will be able to comply.

4. Approval of this application will allow development of this property and promote infill development 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 January 22, 2019 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: 22 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No objections to rezoning.

CITY UTILITIES COMMENTS:

No objections to rezoning.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning. Public sewer is currently available.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies W. Division Street as a Primary Arterial roadway and N. Eldon Avenue as a Collector roadway. The standard right-of-way width for W. Division Street and N. Eldon Avenue are 50 feet from centerline and 30 feet from centerline, respectively. It appears approximately 10 feet of additional right-of-way needs to be dedicated along the entire length of the property frontage on both W. Division Street *and* N. Eldon Avenue. In addition, a 30-foot by 30-foot right-of-way sight triangle is needed at the corner of Division and Eldon (which appears to have already been acquired). A survey is recommended to determine the exact amount of existing right-of-way. W. Division Street and N. Eldon Avenue are both City-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING
The most recent traffic count on W. Division Street west of West Bypass is 8,485 vehicles per day. The most recent traffic count for Eldon Avenue south of Division Street is 804 vehicles per day. On-street parking is not allowed along either street.

DRIVEWAY ACCESS
There is currently one driveway access point onto the property from W. Division Street and one driveway access point onto the property from N. Eldon Avenue. Any new proposed driveway approaches must meet the minimum spacing requirements.

SIDEWALK
There is not currently sidewalk along the property frontage of Division Street nor Eldon Avenue. Sidewalk is required to be constructed along the entire length of property frontage on both Division Street and Eldon Avenue, at the time of development OR a fee can be paid in-lieu-of sidewalk construction, which must first be approved by ARC and fees paid, prior to issuance of a building permit.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION
There are no Greenway Trails in the area pertaining to this rezoning. There are bus stops along W. Division 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 100 trips in the AM/PM peak and more than 1,000 trips daily. Therefore, a Traffic Impact Study (TIS) is required to be submitted as a part of this rezoning. The Traffic Impact Study may be deferred until the time of development, when a use is specified OR, a Conditional Overlay District (COD) may be placed on the zoning, which restricts the intensity at which the site may

develop. Any improvements required by the TIS are required to be constructed and approved or improvements escrowed, prior to issuance of a building permit. The city does not currently have plans to make any improvements to either Division Street nor Eldon Avenue, in the area pertaining to this rezoning.

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. Division Street	Primary Arterial	No	40	50
Street 2	N. Eldon Avenue	Collector	No	20	30

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	64	62	310	N/A
***Proposed Trips Generated**	299	319	1524	N/A
Additional Trips Generated	235	257	1214	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 Upper Wilson's Creek drainage basin. The part of the property is not in a FEMA designated floodplain. Staff is not aware of flooding problems in the area. Fee in lieu of on-site stormwater detention will be not be allowed and detention will be required. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required. Part of this property is in a sinkhole watershed.

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 and water quality will be required when the site develops, and buildings should be 25 ft from the sinkhole rim.

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

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: PD#187 *(existing zoning)* to GM *(proposed zoning)*
2. Meeting Date & Time: January 22, 2019 from 4:00pm to 6:30pm
3. Meeting Location: 1325 N. Eldon Avenue
4. Number of invitations that were sent: 84
5. How the mailing list was generated: Planning and Zoning office provided
6. Number of neighbors in attendance (attach a sign-in sheet): 0
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 one attended the neighborhood meeting.

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

   N/A.

I, BILLY KIMMONS *(print name)*, attest that the neighborhood meeting was held on 1/22/19 *(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

BILLY KIMMONS

Printed name of person completing affidavit

Positronic Industries, Inc.
Rezoning Public Meeting
1325 N. Eldon Avenue
Springfield, MO 65803
Tuesday, January 22, 2019
4:00 - 6:30 p.m.

Printed Name	Signature	Street Address	Zip Code	Telephone #
BILLY KIMMONS	[illegible]	HOOD-RICH		(417) 862-4483
CAROL GORDON	Carol Gordon	POSITRONIC	65806	417-866-2322
SCOTT FOLEY	Scott Foley	Positronic	65806	417-866-2322

From:	ericrobertsmai@aol.com
To:	Hosmer, Bob
Cc:	joerayrob@hotmail.com
Subject:	1325 North Eldon Z-5-2019
Date:	Friday, February 1, 2019 5:05:51 PM

Dear Bob,
We are fine with the zoning change from our side of the fence and are in support of our neighbor if they need it. We have the 60 acre HM area on their west side.
Thank you,
Eric Roberts, MAI
1300 West Poplar Street, Suite 200
Springfield, Missouri 65802
417-881-1533 ext 2
Fax 417-881-1540
Cell 417-844-5530

One-rdg. _____
P. Hrngs. X
Pgs. 18
Filed: 03-05-19

Sponsored by: Prater

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 057 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.8 acres of property, generally located at 3040 East Cherry Street, from HC, Highway Commercial and R-LD, Low-Density Multi-family Residential District with Conditional Overlay District No. 77 to GM, General Manufacturing District and establishing Conditional Overlay District No. 167. (Staff and Planning and Zoning Commission recommend approval.)

_____

WHEREAS, an application has been filed for a zoning change of the property generally located at 3040 East Cherry Street, and more fully described in "Exhibit B" from HC, Highway Commercial and R-LD, Low-Density Multi-family Residential District with Conditional Overlay District No. 77 to GM, General Manufacturing District and establishing Conditional Overlay District No. 167; and

WHEREAS, Conditional Overlay District No. 167 shall modify the requirements of the Springfield Land Development Code Section 36-432, General Manufacturing 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 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 HC, Highway Commercial and R-LD, Low-Density Multi-family Residential District with Conditional Overlay District No. 77, or such zoning districts as are designated on the official zoning map adopted by City Council, to GM, General Manufacturing District and establishing Conditional Overlay District No. 167. The requirements of Conditional Overlay District No. 167, 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,’ 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 - 057

FILED: 03-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation, by rezoning 1.8 acres of property, generally located at 3040 East Cherry Street, from HC, Highway Commercial and R-LD, Low-Density Multi-family Residential District with Conditional Overlay District No. 77 to GM, General Manufacturing District and establishing Conditional Overlay District NO. 167. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-6-2019/CONDITIONAL OVERLAY DISTRICT NO. 167

The applicant is proposing to rezone 1.80 acres of a portion of property generally located at 3040 East Cherry Street from HC, Highway Commercial and R-LD, Low-density Multi-family Residential District with Conditional Overlay District No. 77 to GM, General Manufacturing District and establishing Conditional Overlay District No. 167.

REMARKS:

The Planning and Zoning Commission held a public hearing on February 14, 2019, and recommended approval, by a vote of 5 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing. However, the properties adjacent to the subject property on the north and the west are zoned GM, General Manufacturing. The R-LD, Low-Density Multi-Family Residential District zoned property south and east of the subject property is owned by the applicant. Most of this property is in a sinkhole boundary or in a sinkhole 100-year flood elevation.

2. The proposed GM district is consistent with the adjacent property to the west and north. The standard development requirements in the GM district are adequate for mitigating potential impacts on the adjoining R-LD zoned property which is currently undeveloped.

3. 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.

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-6-2019 & CONDITIONAL OVERLAY DISTRICT NO. 167

The requirements of *Section 36-432* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The property shall be subdivided along the zoning district boundaries in accordance with the Subdivision Regulations.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-6-2019 & CONDITIONAL OVERLAY DISTRICT NO. 167

A TRACT OF LAND AS LYING IN THE WEST ONE-HALF OF THE SOUTHEAST QUARTER LYING NORTH OF THE RAILROAD AND SOUTH OF CHERRY STREET IN SECTION 21, TOWNSHIP 29, RANGE 21 EXCEPT THE EAST 100 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AS DESCRIBED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2018, PAGE 012098-18 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 21, TOWNSHIP 29 NORTH, RANGE 21 WEST; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 21, SOUTH 01°25'58" WEST, 22.00 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY OF CHERRY STREET; THENCE LEAVING SAID WEST LINE AND ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 84°39'40" EAST, 289.64 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, SOUTH 00°25’01” WEST, 9.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°40’22” EAST, 372.45 FEET; THENCE SOUTH 00°25’01” WEST, 55.67 FEET; THENCE SOUTH 29°47’05” WEST, 77.49 FEET; THENCE SOUTH 00°25’01” WEST, 84.58 FEET; THENCE NORTH 89°34’59” WEST, 333.08 FEET; THENCE NORTH 00°25’01” EAST, 239.65 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 29 NORTH, RANGE 21 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. CONTAINING 1.80 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DATE OF ADJUSTMENT 1997.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-6-2019 & CONDITIONAL OVERLAY DISTRICT NO. 167
Planning and Zoning Commission February 14, 2019

Z-6-2018 w/COD #167
3040 East Cherry Street
Applicant: Excel Investment LP

Joel Thomas recused himself.

Mr. Hosmer stated that this is a request to rezone approximately 1.80 acres of a portion of property generally located at 3040 East Cherry Street from HC, Highway Commercial and R-LD, Low-Density Multi-family Residential District w/ COD No. 77 to GM, General Manufacturing District and establishing Conditional Overlay District No. 167. The Comprehensive Plan identifies this as an appropriate area for Low-Density Housing. However, adjacent properties are zoned GM, General Manufacturing and R-LD, Low-Density Multi-Family Residential District. These properties are owned by the applicant and most of this property is in a sinkhole boundary or in a sinkhole 100-year flood elevation. Fee in lieu of on-site stormwater detention will not be allowed, and detention will be required. Cherry is classified as a secondary arterial roadway in the Transportation Plan. A Bufferyard "Type H" is required along the east property line adjacent to R-LD zoning (at least 35 ft wide). The COD will require that the property be subdivided along the proposed zoning district boundaries. Staff recommends approval.

Mr. Coltrin opened the public hearing.

Mr. Jared Davis, 2045 W. Woodland, representing the owner and here to answer any questions.

Mr. Coltrin closed the public hearing.

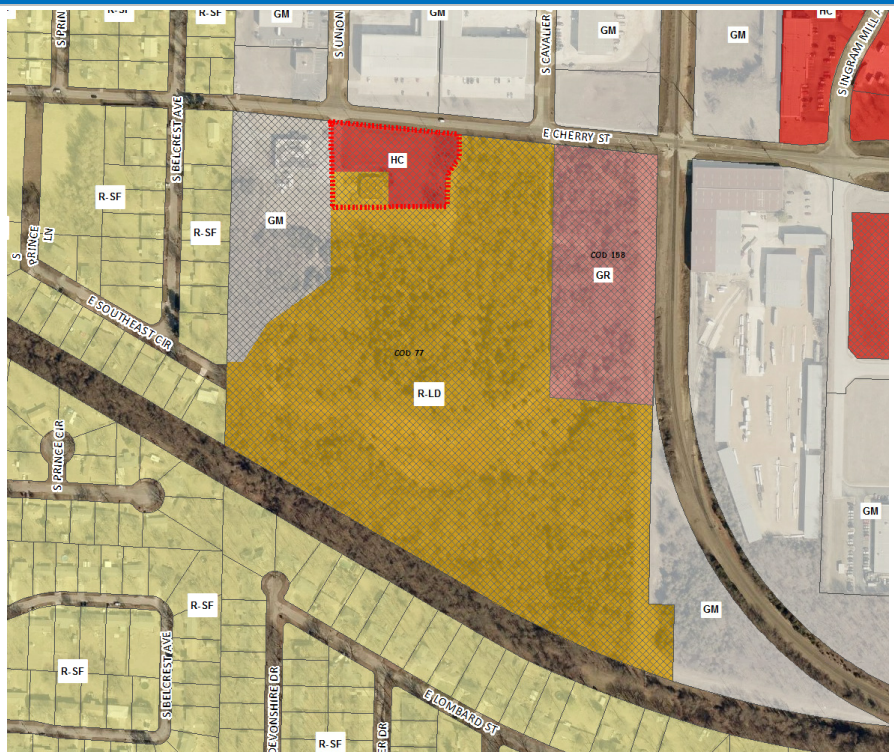
COMMISSION ACTION:
Mr. Jobe motioned to **approve** Z-6-2018 w/COD #167 (3040 East Cherry Street). Mr. Rose seconded the motion. Ayes: Coltrin, Rose, Jobe, Broekhoven, and Ogilvy. Nays: None. Abstain: None. Absent: Doennig, Cox, and Shuler. Joel Thomas recused himself.

Bob Hosmer, AICP
Principal Planner

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING: FEBRUARY 14, 2019

CITY COUNCIL PUBLIC HEARING: MARCH 11, 2019



CASE NUMBER:
Z-6-2019 w/ Conditional Overlay District No. 167

PROJECT LOCATION: 3040 East Cherry Street

ACRES: 1.80 acres

EXISTING LAND USE: Undeveloped Land

APPLICANT: Excel Investments LP

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

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve Z-6-2019 w/ COD No. 167 as submitted.

SUMMARY OF REQUEST:

To rezone approximately 1.80 acres of a portion of property generally located at 3040 East Cherry Street from HC, Highway Commercial and R-LD, Low-Density Multi-family Residential District w/ Conditional Overlay District No. 77 to GM, General Manufacturing District and establishing Conditional Overlay District No. 167.

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing. However, the properties adjacent to the subject property on the north and the west are zoned GM, General Manufacturing. The R-LD, Low-Density Multi-Family Residential District zoned property south and east of the subject property is owned by the applicant. Most of this property is in a sinkhole boundary or in a sinkhole 100-year flood elevation.

2. The proposed GM district is consistent with the adjacent property to the west and north. The standard development requirements in the GM district are adequate for mitigating potential impacts on the adjoining R-LD zoned property which is currently undeveloped.

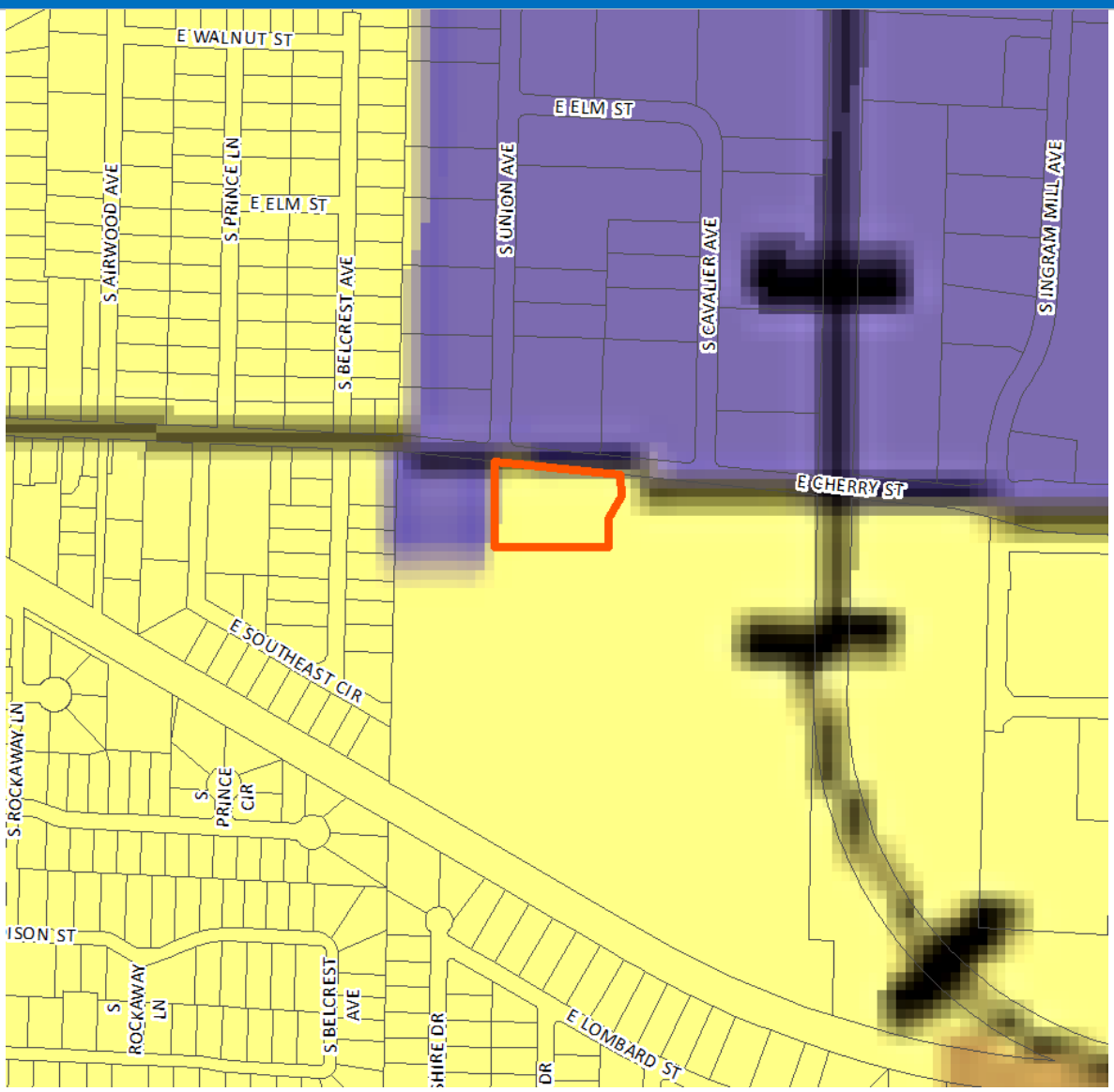
3. Approval of this application will allow for continued development of this property and promote infill development where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:				
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	GM	R-LD w/ COD No.77	R-LD w/ COD No. 77	GM w/ COD No. 77
LAND USE	Stormwater detention & Industrial warehouse	Undeveloped Land	Vacant commercial building, telecommunication tower	Undeveloped Land

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:

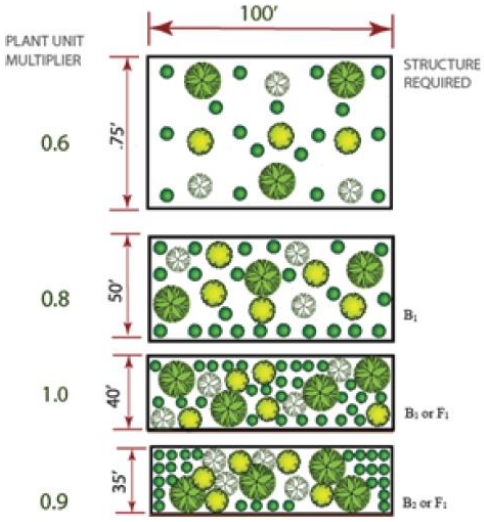


- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- 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 a portion of a larger property and was rezoned to HC and R-LD with COD No. 77 in October 2014. The property to the west of the subject property was rezoned to GM with No. 77 at the same time.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GM
Use Limitations	Storage may be maintained outside a building in side yards or rear yards if such storage area is screened from public streets, designated arterials or greater street classifications, and from other property, except property located in an LI, GM, or HM district. All outdoor storage shall be at least 100 feet from any residential district boundary. No junk, scrap, salvage or automobile wrecking yard shall be located within 500 feet of any residential district. For more, refer to *Section 36-432 (4)* of the *Springfield Zoning Ordinance*
Maximum Structure Height	None.
Minimum open space	For offices, as a principal use, athletic clubs, fitness centers, indoor sports facilities, and recording, television, and radio studios – 15 percent All other uses – none.
Maximum impervious area	Shall not exceed 80 percent of total lot area
BULK PLANE	**BUFFERYARD AND LANDSCAPING**
Bulk plane is not required.	A Bufferyard type H is required along the east property line adjacent to R-LD zoning. 

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for low-density housing. However, the properties adjacent to the subject property on the north and the west are zoned for general industrial uses. The R-LD zoned property south and east of the subject property is owned by the applicant. Most of that property is in a sinkhole boundary or a sinkhole 100-year flood elevation.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 1.80 acres of a portion of property generally located at 3040 East Cherry Street from HC, Highway Commercial and R-LD, Low-density Multi-family Residential District w/ Conditional Overlay District No. 77 to GM, General Manufacturing District and establishing Conditional Overlay District No. 167.

2. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing. However, the properties adjacent to the subject property on the north and the west are zoned GM, General Manufacturing. The R-LD zoned property south and east of the subject property is owned by the applicant. Most of that property is in a sinkhole boundary or a sinkhole 100-year flood elevation.

3. The subject property is part of a larger 31-acre property that is planned to be subdivided in the future following the Subdivision Regulations. The proposed location of the GM district is adjacent to GM zoned property.

4. The standard development requirements in the GM district are adequate for mitigating potential impacts on the adjoining R-LD zoned property which is currently undeveloped. A bufferyard type H which requires a minimum of thirty-five (35) feet with plantings will be required along the east and south property line. The GM district also has use limitations on outdoor storage and prohibits junk, scrap, salvage or automobile wrecking yard within 500 feet of any residential district.

5. The GM district is designed as a basic manufacturing district. The use limitations for this district are set so that most industrial uses that are reasonably careful with respect to housekeeping and external impacts will be able to comply.

6. 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.

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 January 24, 2019 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: 3 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No objections to rezoning.

CITY UTILITIES COMMENTS:

No objections to rezoning.

CLEAN WATER SERVICES COMMENTS:

No objections to rezoning.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies E. Cherry Street as a Secondary Arterial roadway. The standard right-of-way width for E. Cherry Street is 35 feet from the centerline. It appears no additional right-of-way needs to be acquired along the entire length of the property frontage on E. Cherry Street. A survey is recommended to determine the exact amount of existing right-of-way. E. Cherry Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING
The most recent traffic count on E. Cherry Street west of S. Eastgate Avenue is 4,485 vehicles per day. On-street parking is not allowed along this section of E. Cherry Street.

DRIVEWAY ACCESS
There is currently three driveway access points to the property from E. Cherry Street. All existing driveway approaches appear to meet minimum spacing requirements for a Secondary Arterial roadway. Any new/modified driveway approaches will also need to meet them minimum spacing requirements from each other (150 feet).

SIDEWALK
There is not currently sidewalk along the property frontage of E. Cherry Street. Sidewalk is required to be constructed along the entire length of E. Cherry Street at the time of development, unless other public improvements are constructed, in which case, the sidewalk should be included in the public improvement plans.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION
There are no Greenway Trails in the area surrounding the property pertaining to this rezoning. There are no bus stops along E. Cherry Street 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
A Traffic Impact Study is not required as a part of this rezoning. The proposed uses within the GM District do not produce an increase in trip generation of more than 100 trips in the AM/PM Peaks, and not more than 1,000 trips daily. As can be seen below, the change in zoning is less intense than the previously approved zoning. Therefore, the improvements required as a part of the zoning are no longer necessary. The City does not currently have plans to make improvements to this section of E. Cherry Street in the near future.

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	E. Cherry Street	Secondary Arterial	No	35	35

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	84	115	564	375
***Proposed Trips Generated**	N/A	93	N/A	N/A
Additional Trips Generated	N/A	-22	N/A	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 Rainer Branch 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 be not be allowed and detention will be required. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required. Part of this property is in a sinkhole watershed.

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 and water quality will be required when the site develops, and buildings should be 25 feet from the sinkhole rim.

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

FIRE DEPARTMENT COMMENTS:
No objections to rezoning.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-6-2019 & CONDITIONAL OVERLAY DISTRICT NO. 167

The requirements of *Section 36-432* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The property shall be subdivided along the zoning district boundaries in accordance with the Subdivision Regulations.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: HC to GM
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: January 24, 2019
3. Meeting Location: Springfield Seventh-day Adventist Church
4. Number of invitations that were sent: 48
5. How the mailing list was generated: City Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 1
7. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

   N/A. Neighbors in attendance were supportive of the project.

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

   N/A

I, Jared Davis, PE (*print name)*, attest that the neighborhood meeting was held on 01/24/19 (*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."

Digitally signed by Jared Davis
DN: cn=Jared Davis, o=Anderson Engineering, Inc., ou=Project Manager, email=JMDavis@andersonengineeringinc.com, c=US
Date: 2019.01.25 15:43:22 -06'00'

Signature of person completing affidavit

Jared Davis, PE

Printed name of person completing affidavit

ANDERSON ENGINEERING
EMPLOYEE OWNED

3040 E Cherry St. Re-Zoning
PLN2019-00003 Neighborhood Meeting
4 PM - 6:30 PM; January 24, 2019

702 S Belview Ave, Springfield, MO

---Please Print Your Name---

1. DICK MOGER - SRC Holdings.	22.
2.	23.
3.	24.
4.	25.
5.	26.
6.	27.
7.	28.
8.	29.
9.	30.
10.	31.
11.	32.
12.	33.
13.	34.
14.	35.
15.	36.
16.	37.
17.	38.
18.	39.
19.	40.
20.	41.
21.	42.

Page __ of __

CIVIL ENGINEERING • GEOTECHNICAL ENGINEERING • STRUCTUAL ENGINEERING • LAND SURVEYING
GEOGRAPHIC INFORMATION SYSTEMS (GIS) • CONSTRUCTION MATERIALS TESTING • COMMERCIAL DRONE SERVICES • LANDSCAPE ARCHITECTURE

One-rdg. _____
P. Hrngs. ___X_____
Pgs. ___14_____
Filed: _____03-05-19____

Sponsored by: ____Simpson_____

First Reading: _____ Second Reading: _____

COUNCIL BILL ___2019- 058_____ GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Chapter 36 of the Springfield City Code, 'Land Development Code,' Article III, 'Zoning Regulations,' Division VI, 'Design and Development Standards,' Section 36-483, 'Off-Street Parking and Loading Design Standards,' relating to surfacing requirements for driveways, vehicle parking, storage, and maneuvering areas. (Planning and Zoning Commission and Staff recommend approval.)

_____

WHEREAS, certain amendments to the current Springfield City Code Chapter 36 are needed to address the areas and types of materials for surfacing of vehicle driveways, parking, storage, and maneuvering areas; and

WHEREAS, Planning and Zoning Commission initiated these amendments on November 8, 2018; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on February 14, 2019, and said Commission recommended approval of the proposed changes.

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

Section 1 – Chapter 36 of the Springfield, Missouri City Code, known as the 'Land Development Code,' Article III – 'Zoning Regulations,' Division VI, 'Design and Development Standards,' Section 36-483, 'Off-Street Parking and Loading Design Standards,' is hereby amended as follows

(Note: Underlined language is to be added. ~~Stricken~~ language is to be deleted):

Sec. 36-483. - Off-street parking and loading area design standards.

(1) *Off-street parking area design standards.*

(f) *Surfacing.* All new and expanded vehicle parking, vehicle storage or maneuvering areas, including driveways, must be paved with concrete, asphalt, or an alternate paving material as listed below. All off-street parking areas, shall be graded for proper drainage, provided with an all-weather, hard surface; and maintained in a condition to retain the original surface and to prevent the release of dust, mud or silt; and to be free of dust, mud, silt, standing water, trash and debris. The following materials constitute an acceptable all-weather hard surface material.

1. Asphalt.

2. Concrete.

3. Pervious or permeable pavement such as pervious concrete, permeable interlocking concrete and brick pavers, and other pervious or permeable paving systems capable of withstanding the normal wear and tear associated with the parking and maneuvering of vehicles and which is appropriate for traffic loads and frequency of use. All materials shall be designated, installed, and maintained per current industry standards. Appropriate soils and site conditions shall exist for the pervious or permeable pavement to function. When designed to meet stormwater requirements for flood control detention or water quality, pervious or permeable pavement systems must be designed in accordance with the City Code, including chapter 96.

4. Ribbon driveways that consist of two wheel tracks with a median are allowed for each drive lane for single-family detached, single-family semi-detached, duplex or townhouse dwelling units or mobile homes. Each wheel track shall meet the surfacing requirements of this section and shall be at least three feet in width. The median shall not exceed three feet in width with a surface of grass, gravel, or other approved pervious materials.

(2) *Supplemental off-street parking area design standards for residential uses.*

(c) *Modification of existing driveways, vehicle parking, vehicle storage or maneuvering areas.* All portions of any existing driveway, vehicle parking, vehicle storage or maneuvering areas that are~~is~~ modified as provided within this subsection, or are~~is~~ otherwise expanded, shall be required to meet the surfacing requirements of subsection 36-483(1)(f), except that gravel driveways, vehicle parking, vehicle storage or maneuvering areas which existed prior to March 7, 1995, or which existed at the time the property served by such driveway, vehicle parking, vehicle storage or maneuvering areas were annexed into the city, may include similar materials as that used to gravel such driveway, vehicle parking, vehicle storage or maneuvering

areas provided that;

1. There is a defined edge provided and maintained to contain the gravel material from migrating outside both the existing and expanded vehicular parking, vehicular storage or maneuvering areas into other areas of the yard;

2. A permit is obtained for such modification from the director of building development services; and

3. Parking occurs only in the area permitted for vehicular parking, vehicle storage or maneuvering areas.

4. Demolition of the entire primary structure or any expansion of the primary structure more than 25 percent of the original structure footprint shall require any existing driveways, vehicle parking, vehicle storage, or maneuvering areas to meet the surfacing requirements.

Section 2 – 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 accrued or existing, under any act or ordinance repealed hereby, or shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 3 – 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 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 -058

FILED: 03-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending Chapter 36 of the Springfield City Code, 'Land Development Code,' Article III, 'Zoning Regulations,' Division VI, 'Design and Development Standards,' Section 36-483, 'Off-Street Parking and Loading Design Standards,' relating to surfacing requirements for driveways, vehicle parking, storage, and maneuvering areas. (Planning and Zoning Commission and Staff recommend approval.)

BACKGROUND INFORMATION: ZONING ORDINANCE TEXT AMENDMENT – DRIVEWAY SURFACING AMENDMENTS

Planning and Zoning Commission initiated amendments to Section 36-483 of the Zoning Ordinance on November 8, 2018.

Staff is requesting amendments to the Zoning Ordinance to clarify that the surfacing of all new and expanded vehicle parking, vehicle storage or maneuvering areas, including driveways, must be paved with concrete, asphalt or an alternate paving material.

The amendment adds vehicle parking, vehicle storage and maneuvering areas to the modification requirements of existing driveways.

The amendment includes a new section that clarifies that the demolition of the entire primary structure or any expansion of the primary structure more than 25% of the original structure footprint shall require existing driveways, vehicle parking, vehicle storage, and maneuvering areas to meet the surfacing requirements.

For a point of clarification, there is a difference between a "driveway" and a "driveway approach". Driveways are on private property and driveway approaches are in public right-of-way.

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

The Development Issues Input Group ("DIIG"), Downtown Springfield Association ("DSA"), Commercial Club and all Registered Neighborhood Associations were notified of these amendments.

FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed amendment will modify the current requirements to clarify that any driveway, vehicle parking, vehicle storage and maneuvering areas must be paved when modifications are made.

REMARKS:

The Planning and Zoning Commission held a public hearing on February 14, 2019, and recommended approval, by a vote of 5 to 1, of the proposed changes to the Zoning Ordinance.

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

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Record of Proceedings
Exhibit B, Development Review Staff Report
ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Proposed Amendments

EXHIBIT A

RECORD OF PROCEEDINGS
DRIVEWAY SURFACING AMENDMENTS
Planning and Zoning Commission February 14, 2019

Driveway Surfacing Amendments
Citywide
Applicant: City of Springfield

Mr. Hosmer stated that this is a text amendment for off-street parking and loading design standards. Planning and Zoning Commission initiated amendments to Section 36-483. of the Zoning Ordinance on November 8, 2018. Staff is requesting an amendment to Section 36-483, 'Off-street parking and loading design standards,' of the Zoning Ordinance to consider modifying surfacing requirements for driveways, vehicle parking, vehicle storage and maneuvering areas. The amendment would also include a new section that clarifies that the demolition of the entire primary structure or any expansion of the primary structure more than 25% of the original structure footprint shall require existing driveways, vehicle parking, vehicle storage, and maneuvering areas to meet the surfacing requirements.

Note: Language to be added is <u>underlined</u>. Language to be deleted is ~~stricken~~.

Sec. 36-483. - Off-street parking and loading area design standards.
(1) Off-street parking area design standards.
(f) Surfacing. <u>All new and expanded vehicle parking, vehicle storage or maneuvering areas, including driveways, must be paved with concrete, asphalt, or an alternate paving material as listed below.</u> All off-street parking areas, shall be graded for proper drainage, provided with an all-weather, hard surface; and maintained in a condition to retain the original surface and to prevent the release of dust, mud or silt; and to be free of dust, mud, silt, standing water, trash and debris. The following materials constitute an acceptable all-weather hard surface material.
1. Asphalt.
2. Concrete.
3. Pervious or permeable pavement such as pervious concrete, permeable interlocking concrete and brick pavers, and other pervious or permeable paving systems capable of withstanding the normal wear and tear associated with the parking and maneuvering of vehicles and which is appropriate for traffic loads and frequency of use. All materials shall be designated, installed, and maintained per current industry standards. Appropriate soils and site conditions shall exist for the pervious or permeable pavement to function. When designed to meet stormwater requirements for flood control detention or water quality, pervious or permeable pavement systems must be designed in accordance with the City Code, including chapter 96.
4. Ribbon driveways that consist of two-wheel tracks with a median are allowed for each drive lane for single-family detached, single-family semi-detached, duplex or townhouse dwelling units or mobile homes. Each wheel track shall meet the surfacing

requirements of this section and shall be at least three feet in width. The median shall not exceed three feet in width with a surface of grass, gravel, or other approved pervious materials.
(2) Supplemental off-street parking area design standards for residential uses.
(c) Modification of existing driveways, vehicle parking, vehicle storage or maneuvering areas. All portions of any existing driveway, vehicle parking, vehicle storage or maneuvering areas that are modified as provided within this subsection, or are otherwise expanded, shall be required to meet the surfacing requirements of subsection 36-483(1)(f), except that gravel driveways, vehicle parking, vehicle storage or maneuvering areas which existed prior to March 7, 1995, or which existed at the time the property served by such driveway, vehicle parking, vehicle storage or maneuvering areas were annexed into the city, may include similar materials as that used to gravel such driveway, vehicle parking, vehicle storage or maneuvering areas provided that;
1. There is a defined edge provided and maintained to contain the gravel material from migrating outside both the existing and expanded vehicular parking, vehicular storage or maneuvering areas into other areas of the yard;
2. A permit is obtained for such modification from the director of building development services; and
3. Parking occurs only in the area permitted for vehicular parking, vehicle storage or maneuvering areas.
4. Demolition of the entire primary structure or any expansion of the primary structure more than 25% of the original structure footprint shall require any existing driveways, vehicle parking, vehicle storage, or maneuvering areas to meet the surfacing requirements.

For a point of clarification, there is a difference between a "driveway" and a "driveway approach". Driveways are on private property and driveway approaches are in public right-of-way. Staff requests that Commission approve amendments to the Zoning Ordinance of the city code as specified.

Mr. Coltrin opened the public hearing.

Ms. Melanie Bach, 3734 S. Elmview, representing the Galloway Village Neighborhood Association, interim member at large does not want this amendment due to the potential financial burdens and property right limitations. The cost to include private driveways and believes that this might be a deterrent to home-owners and see no problems with gravel as it causes less run-off and it is their property rights.

Bob Hosmer states that current regulations are already in place for gravel with the exemption prior to March 7, 1995 and this amendment is a clarification.

Mr. Rose asked why this is coming forward at this time.

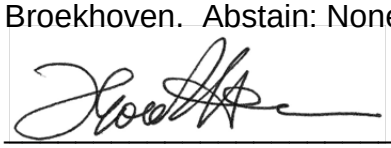
Mr. Hosmer stated that someone demolished a home and built a new house with a garage with concrete floor and poured the concrete for the approach but graveled (not approved surface area) the new driveway.

Ms. Broekhoven asked about alternative paving materials.

Mr. Hosmer noted several different types of materials that can be currently used.

Mr. Coltrin closed the public hearing.

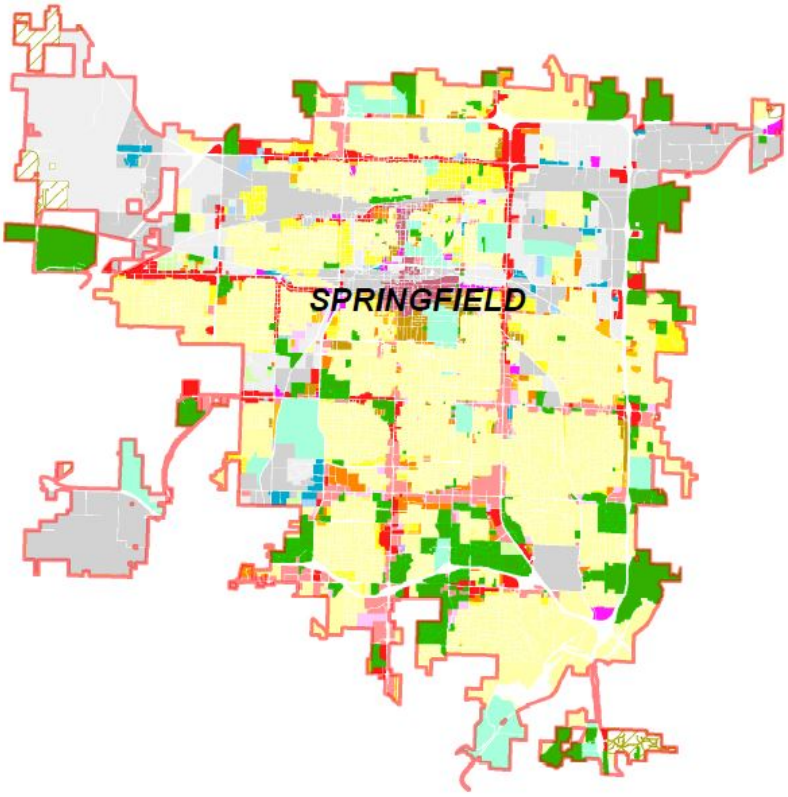
COMMISSION ACTION:
Mr. Jobe motioned to **approve** Driveway Surfacing Amendments (Citywide). Mr. Rose seconded the motion. Ayes: Coltrin, Rose, Jobe, Thomas, and Ogilvy. Nays: Broekhoven. Abstain: None. Absent: Doennig, Cox, and Shuler.



Bob Hosmer, AICP
Principal Planner

Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	FEBRUARY 14, 2019
CITY COUNCIL PUBLIC HEARING:	MARCH 11, 2019



CASE:
Driveway Surfacing Amendments

STAFF:
Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve the proposed amendments to the Zoning Ordinance as submitted in the staff report

SUMMARY OF REQUEST:

1. Staff is requesting an amendment to Section 36-483, 'Off-street parking and loading design standards,' of the Zoning Ordinance to consider modifying surfacing requirements for driveways, vehicle parking, vehicle storage and maneuvering areas.

FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed amendment will modify the current requirements to clarify that any driveway, vehicle parking, vehicle storage and maneuvering areas must be paved when modifications are made.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

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

SUMMARY OF PROPOSED TEXT AMMENDMENT:

1. Planning and Zoning Commission initiated amendments to Section 36-483. of the Zoning Ordinance on November 8, 2018.

2. Staff is requesting amendments to the Zoning Ordinance to clarify that the surfacing of all new and expanded vehicle parking, vehicle storage or maneuvering areas, including driveways, must be paved with concrete, asphalt or an alternate paving material.

3. The amendments would include adding vehicle parking, vehicle storage and maneuvering areas to the modification requirements of existing driveways.

4. The amendment would also include a new section that clarifies that the demolition of the entire primary structure or any expansion of the primary structure more than 25% of the original structure footprint shall require existing driveways, vehicle parking, vehicle storage, and maneuvering areas to meet the surfacing requirements.

5. For a point of clarification, there is a difference between a "driveway" and a "driveway approach". Driveways are on private property and driveway approaches are in public right-of-way.

6. Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless City Council elects to refer a matter back to the Planning and Zoning Commission.

STAFF COMMENTS:

Staff requests that Planning and Zoning Commission approve amendments to the Zoning Ordinance of the city code as specified.

PUBLIC COMMENTS:

The Development Issues Input Group (DIIG), Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of these amendments and public hearing dates.

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues.

CITY UTILITIES COMMENTS:

City Utilities has no issue with the proposed amendments.

CLEAN WATER SERVICES DIVISION COMMENTS:

No comments.

FIRE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

No issues with stormwater for proposed driveway surface amendment-zoning text amendment changes.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

For a point of clarification, there is a difference between a "driveway" and a "driveway approach". Driveways are on private property and driveway approaches are in public right-of-way.

REQUIREMENTS FOR APPROVAL:

Attachment 2

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

Sec. 36-483. - Off-street parking and loading area design standards.

(1) *Off-street parking area design standards.*

(f) *Surfacing.* All new and expanded vehicle parking, vehicle storage or maneuvering areas, including driveways, must be paved with concrete, asphalt, or an alternate paving material as listed below. All off-street parking areas, shall be graded for proper drainage, provided with an all-weather, hard surface; and maintained in a condition to retain the original surface and to prevent the release of dust, mud or silt; and to be free of dust, mud, silt, standing water, trash and debris. The following materials constitute an acceptable all-weather hard surface material.

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2. Concrete.
3. Pervious or permeable pavement such as pervious concrete, permeable interlocking concrete and brick pavers, and other pervious or permeable paving systems capable of withstanding the normal wear and tear associated with the parking and maneuvering of vehicles and which is appropriate for traffic loads and frequency of use. All materials shall be designated, installed, and maintained per current industry standards. Appropriate soils and site conditions shall exist for the pervious or permeable pavement to function. When designed to meet stormwater requirements for flood control detention or water quality, pervious or permeable pavement systems must be designed in accordance with the City Code, including chapter 96.
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(2) *Supplemental off-street parking area design standards for residential uses.*

(c) *Modification of existing driveways, vehicle parking, vehicle storage or maneuvering areas.* All portions of any existing driveway, vehicle parking, vehicle storage or maneuvering areas that are~~is~~ modified as provided within this subsection, or are~~is~~ otherwise expanded, shall be required to meet the surfacing requirements of subsection 36-483(1)(f), except that gravel driveways, vehicle parking, vehicle storage or maneuvering areas which existed prior to March 7, 1995, or which existed at the time the property served by such driveway, vehicle parking, vehicle storage or maneuvering areas were annexed into the city, may include similar materials as that used to gravel such driveway, vehicle parking, vehicle storage or maneuvering areas provided that;

1. There is a defined edge provided and maintained to contain the gravel material from migrating outside both the existing and expanded vehicular parking, vehicular storage or maneuvering areas into other areas of the yard;
2. A permit is obtained for such modification from the director of building development services; and

3. Parking occurs only in the area permitted for vehicular parking, vehicle storage or maneuvering areas.

4. Demolition of the entire primary structure or any expansion of the primary structure more than 25% of the original structure footprint shall require any existing driveways, vehicle parking, vehicle storage, or maneuvering areas to meet the surfacing requirements.

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 03-05-19

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 059 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the plans and specifications for The Link Washington Avenue Project; accepting the bid of Hamilton and Dad, Inc., in the amount of $233,162.19, for said Project; and authorizing the City Manager to enter into a contract with such bidder.

_____

WHEREAS, the Project, generally referred to as Plan No. 2019PW0001, includes the construction of new retaining walls on the west side of Washington Avenue to facilitate the widening of the existing sidewalk into a shared path from Commercial Street to Chase Street and to upgrade the existing storm sewer system in the area; and

WHEREAS, Hamilton and Dad, 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 January 29, 2019, through February 2, 2019, and all bids were opened on February 19, 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 Link Washington Avenue Project, generally referred to as Plan No. 2019PW0001, and accepts the bid of Hamilton and Dad, Inc., for said Project, at the price and sum of $233,162.19, 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 2019-059

FILED: 03-05-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for The Link Washington Avenue Project, Plan No. 2019PW0001; accepting the bid of Hamilton and Dad, Inc., for said project, and authorizing the City Manager to enter into a contract with such bidder.

BACKGROUND INFORMATION: This project consists of constructing new retaining walls on the west side of Washington Avenue to widen the sidewalk for a shared path from Commercial Street to Chase Street, and upgrade the existing storm sewer system, as shown on "Exhibit A," project location map. The focus of this project is to create a safe access along this segment of the Link for pedestrians and bicyclists by improving the visibility of the pedestrian tunnel so that there are clear sight lines from Commercial and Chase Streets along Washington Avenue.

Bids were solicited for this project by advertising in *The Daily Events* from January 29, 2019, through February 2, 2019. Bids were opened February 19, 2019, at 10:30 a.m., with the following bids received:

Contractor	Bid Amount
Hamilton and Dad, Inc.	$233,162.19
Hunter Chase & Associates, Inc.	$281,295.00
Engineer's Estimate	$316,922.00

The low bid, if accepted, will be split-funded with $163,523.82 from the 1/8-Cent Transportation Sales Tax Alternative Transportation Program and $69,638.37 from 1/4-Cent Capital Improvements Sales Tax Storm Water Program and is already budgeted.

REMARKS: Public Works recommends acceptance of the bid of Hamilton and Dad, Inc., as the lowest responsible bid and passage of this Ordinance.

Submitted by:

Kirk Juranas, Asst. Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

EXHIBIT A

THE LINK WASHINGTON AVENUE
COMMERCIAL STREET TO CHASE STREET

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.

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: HAMILTON AND DAD, INC.**
840 BOONVILLE, P.O. BOX 8368	**ADDRESS: 9240 W MOON SHADOW LANE**
SPRINGFIELD, MO 65802	**SPRINGFIELD, MO 65802**
PHONE: (417) 874-1212 FAX: (417) 864-1983	**PHONE: 417-732-8796**
ATTN: ERIC CLAUSSEN	**FAX:**
DEPT.: PUBLIC WORKS	**ATTN: JERRY HAMILTON**

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:

The Link Washington Avenue Project # 2019PW0001

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 **$233,162.19** (Two Hundred Thirty-Three Thousand One Hundred Sixty-Two Dollars and Nineteen Cents) 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 $**1000** 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 Thirty-Three Thousand One Hundred Sixty-Two Dollars and Nineteen Cents **($233,162.19)** 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
- **n.** BNSF C-1 contract

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.

c. 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.

REVIEWED BY:

_____
Assistant Director of Public Works or Acting Assistant

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. 18
Filed: 03-05-19

Sponsored by: Prater

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 060 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 Ozark Motor Lines Subdivision generally located at 2320 North Belcrest Avenue, 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 Ozark Motor Lines Subdivision, dated January 4, 2019, is on file with the City's Department of Planning and Development; and

WHEREAS, on February 14, 2019, the Planning and Zoning Commission of the City of Springfield, Missouri, approved the Preliminary Plat of Ozark Motor Lines Subdivision which is generally located at 2320 North Belcrest Avenue.

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 Ozark Motor Lines Subdivision, which is generally located at 2320 North Belcrest Avenue, as approved by the Planning and Zoning Commission. The original plat of Ozark Motor Lines 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 - 060

FILED: 03-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: 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 Ozark Motor Lines Subdivision generally located at 2320 North Belcrest Avenue, 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 Ozark Motor Lines Subdivision dated January 4, 2019, 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 February 14, 2019, and approved both 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.

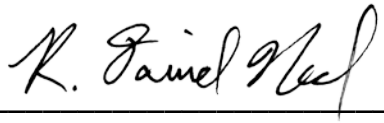
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for General Industry, Transportation and Utilities. This category includes industry that involves railroad service, heavy truck traffic, extensive outdoor storage, noise or odors and the handling of raw materials. The most appropriate district would be Heavy Manufacturing. The Major Thoroughfare Plan classifies U.S. 65 as a freeway, Kearney Street as a primary arterial and Belcrest Avenue as a commercial local roadway which supports the proposed land use.

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 – OZARK MOTOR LINES SUBDIVISION
Planning and Zoning Commission February 14, 2019

Preliminary Plat of Ozark Motor Lines Subdivision
2320 North Belcrest Avenue
Applicant: Ozark Motor Lines, Inc.

Mr. Hosmer stated that this is a request for a two-lot subdivision on 10 acres of property located at 2320 North Belcrest Avenue. Fee in lieu of on-site stormwater detention will be not be allowed and detention will be required. 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. Coltrin opened the public hearing.

Mr. Derek Lee, 1200 E. Woodhurst, representing the owner and here to answer any questions.

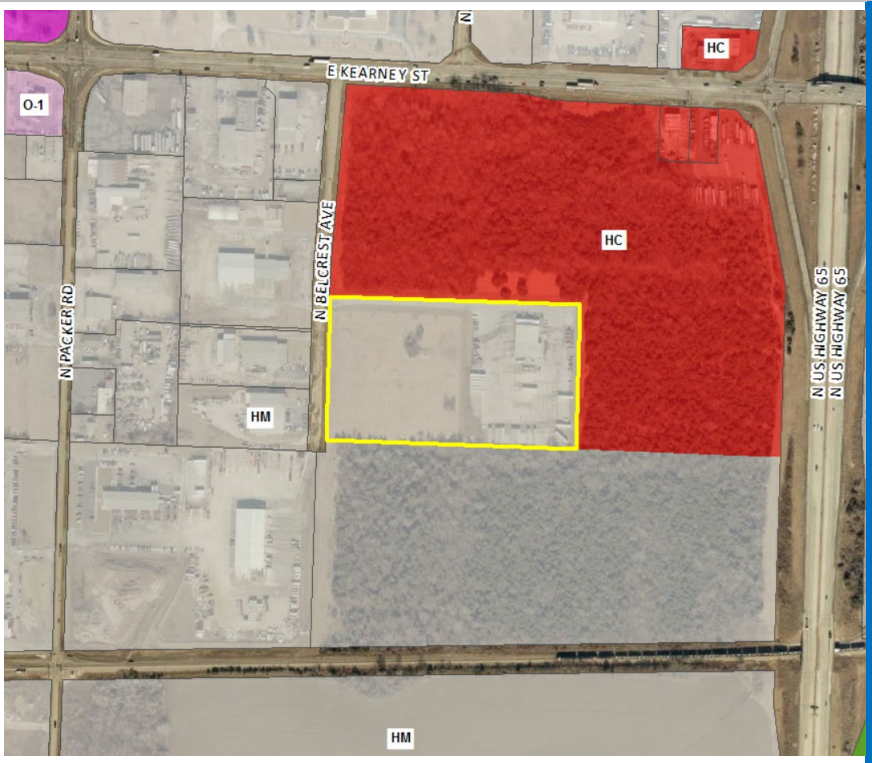
Mr. Coltrin closed the public hearing.

COMMISSION ACTION:
Ms. Broekhoven motioned to **approve** Preliminary Plat of Ozark Motor Lines Subdivision (2320 North Belcrest Avenue). Mr. Rose seconded the motion. Ayes: Coltrin, Rose, Jobe, Broekhoven, Thomas, and Ogilvy. Nays: None. Abstain: None. Absent: Doennig, Cox, and Shuler.

Bob Hosmer, AICP
Principal Planner

Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	FEBRUARY 14, 2019
CITY COUNCIL PUBLIC HEARING:	MARCH 11, 2019



CASE NUMBER:
Preliminary Plat of Ozark Motor Lines Subdivision

LOCATION:
2320 N. Belcrest Avenue

ACRES:
10 acres

EXISTING LAND USE:
Warehousing and distribution use and vacant/undeveloped land

APPLICANT:
Ozark Motor Lines Inc.

STAFF:
Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION:
Move to approve the preliminary plat as submitted in the staff report

SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a two-lot subdivision named “Ozark Motor Lines Subdivision”.

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant’s proposal, with the conditions listed below, is consistent with the City’s *Subdivision Regulations*.

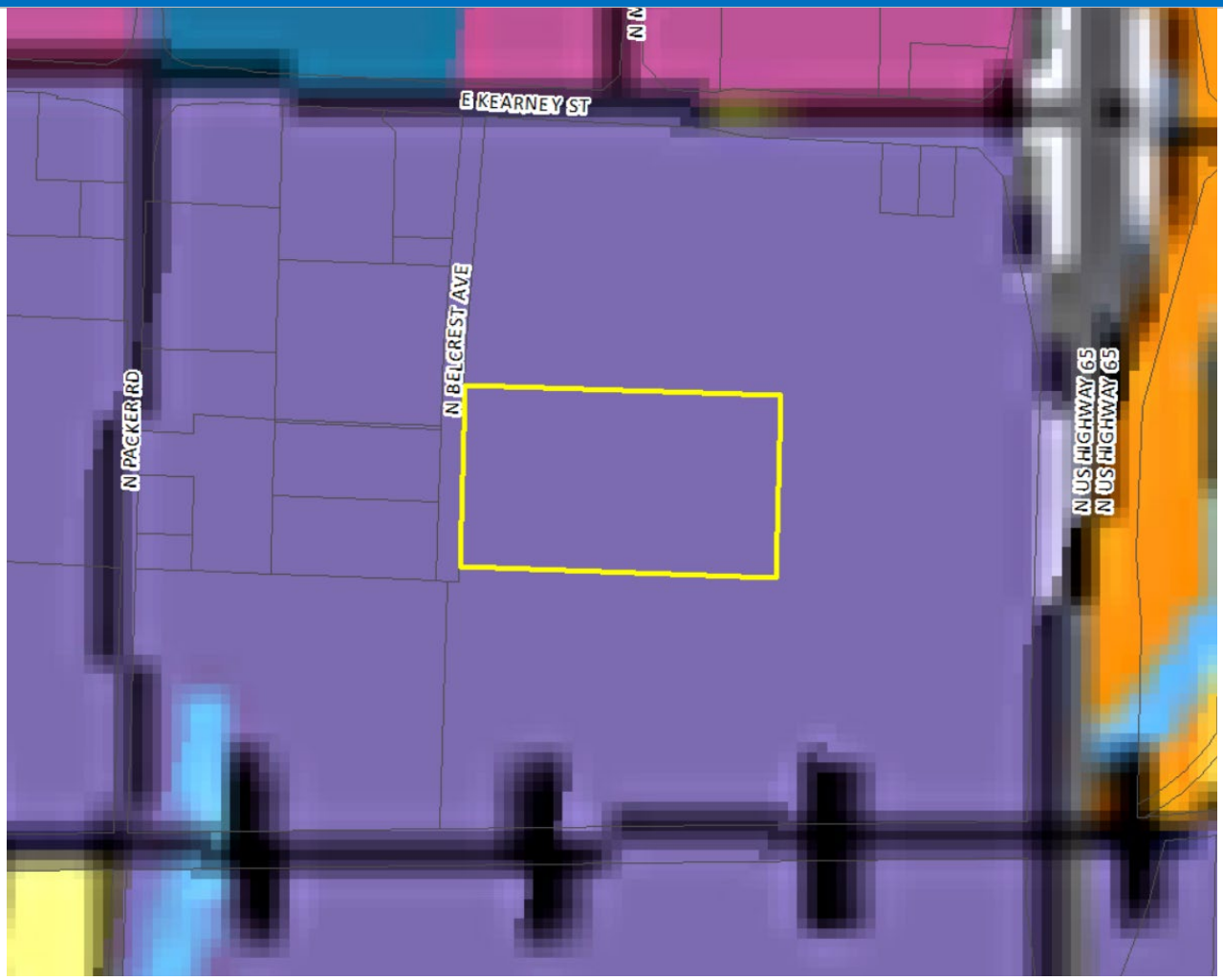
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	HC	HM COD #163	HM COD #163	HM
LAND USE	Vacant/undeveloped	Vacant/undeveloped	Vacant/undeveloped	Industrial 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 was rezoned to HM, Heavy Manufacturing District in 1995.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR HM
Use Limitations	N/A
Maximum Structure Height	None
Front Yard Setback	None, unless an office, athletic club, fitness center, indoor sports facility or tv and radio recording studio use.
Side and Rear Setbacks	None, except as required by section 36-453, supplemental open space and yard regulations, and the bufferyard requirements in subsection 36-421(8).
Open Space Requirement	None, unless an office, athletic club, fitness center, indoor sports facility or tv and radio recording studio use.
Design Requirements	Standard per code

BULK PLANE	LANDSCAPING
N/A	N/A

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for General Industry, Transportation and Utilities. This category includes industry that involves railroad service, heavy truck traffic, extensive outdoor storage, noise or odors and the handling of raw materials. The most appropriate district would be Heavy Manufacturing. The Major Thoroughfare Plan classifies Belcrest Avenue as a commercial local roadway which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 10 acres into a two-lot subdivision named “Ozark Motor Lines 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. The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. An engineering report was provided by the engineer of record in Attachment 3.

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:

Plat is approved. Please note that there may be a private water line that crosses lot 2 to serve the existing facility on lot 1. A private water easement may be needed. Otherwise the water meter will need to be relocated to the north on the Lot 1 property and a new private line will need to be installed. Since all electric lines for Lot 1 are only on Lot 1, no additional easements needed.

CLEAN WATER SERVICES COMMENTS:

Plat appears to show the existing private sanitary service lateral entirely on lot 1.

FIRE DEPARTMENT COMMENTS:

Fire has no objections to the plat.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies North Belcrest Avenue as a Non-Residential Local roadway. The standard right-of-way width for North Belcrest Avenue is 30 feet from the centerline. It appears additional right-of-way is not needed along North Belcrest Avenue. A survey is recommended to determine the exact amount of existing right-of-way. North Belcrest Avenue is a City-maintained street.

DRIVEWAY ACCESS
There is currently one driveway access point onto the property from North Belcrest Avenue. Any new proposed driveway approach(es) must meet the minimum spacing requirements.

SIDEWALK
There is not currently sidewalk along the property frontage of North Belcrest Avenue. At the time of development, sidewalk will be required to be constructed along the entire length of the property frontage on North Belcrest Avenue, or a fee paid in-lieu-of sidewalk construction, which must first be approved by ARC and fees paid, prior to issuance of a building permit.

IMPROVEMENTS
None required. Traffic Impact Studies (TISs) are not required as part of the platting process.

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	North Belcrest Avenue	Local	Yes	30	30

STORMWATER COMMENTS:

The property is in the Jordan Creek North 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 be not be allowed and detention will be required. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required. Part of this property is in a sinkhole watershed.

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. Water quality will be required if disturbing more than one acre.
4. More detailed stormwater calculations must be submitted before any permits can be approved.
5. Detention and water quality will be required when the site develops.
6. Buildings should be at least 25 ft from any sinkhole rim.

Public Works Stormwater Division	Response
Drainage Basin	Jordan Creek North
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 shall be in accordance 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

Ozark Motor Lines-Preliminary Plat

Springfield, Missouri

Submitted to:

City of Springfield

January 2, 2019

01/02/2019

Lee Engineering and Associates, LLC
1200 E. Woodhurst, Suite D200
Springfield MO, 65807
Phone: 417-886-9100
Fax: 417-886-9336
Missouri State Certificate of Authority
Engineering #2005015504

Project Number: 1715

Engineering Report for

Ozark Motor Lines-Preliminary Plat

City of Springfield, Missouri

Title	Page Number
Summary	1
Sinkholes	1
Sanitary Sewer	1
Street System	1
Traffic Impact Statement	1
Utilities	1
Stormwater	2

A. Summary

The subdivision will divide a 10-acre tract into two tracts. Lot 1 (approximately 5.4 acres) will contain the existing developed portion of the property with a 60-foot-wide access to Belcrest. Lot 2 will contain the remainder of the property which is currently undeveloped. The existing property is within the city's Heavy Manufacturing (HM) zoning district.

B. Sinkholes:

Current sinkhole maps indicate that sinkholes are not present on the property.

C. Sanitary Sewer:

Sanitary Sewer is available along Belcrest Avenue to serve both lots. The existing building has a sanitary sewer lateral which will fall within the proposed lot with the existing building.

D. Street System:

The subdivision property is directly adjacent to Belcrest Avenue along the western boundary. Both proposed lots will maintain direct access to this public street. Belcrest Avenue is classified as a Local Street on Ozarks Transportation Organization's Major Thoroughfare Plan. The existing right-of-way for Belcrest Avenue is approximately 60 feet wide. The existing street meets the current city standards and appears to be centered within the right-of-way. No additional right-of-way is needed to meet design standards. Lot 2 will require access to Belcrest and will be constructed at time of development. Belcrest Avenue currently does not contain public sidewalk on either side of the street. At the time of development of Lot 2 either a public sidewalk will be constructed or a fee in lieu will be paid. An internal street system is not required.

E. Traffic Impact Statement:

A traffic impact statement is not required. The subdivision of land will not generate additional traffic load to the adjacent streets.

F. Utilities:

Gas, water and electric will be provided by City Utilities. Existing public mains are available on Belcrest.

G. Stormwater:

The existing parcel drains to the Southwest corner of the property into Belcrest right-of-way. This property is within the North Branch of the Jordan Creek watershed. Belcrest currently does not have a public storm drain and all runoff contributing to the right-of-way is conveyed to the south via overland flow.

Due to the fact that the subdivision will not increase the impervious nature of the property, detention design and construction is proposed to be delayed until time of future development of Lot 2. Lot 1 will contain the existing site improvements and the open space on this lot will remain at least 15% as per the zoning code.

PRELIMINARY PLAT
OZARK MOTOR LINES SUBDIVISION

ATTACHMENT 4

60 0 30 60 120

(IN FEET)
1 inch = 60 ft.

BASIS OF BEARINGS:

BEARINGS ARE GRID NORTH BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE. GPS TIES TO STATION GR-09

GR-09
N: 154589.622m
E: 435860.635m
ELEV: 431.962m

BUILDING SETBACKS:

Current Zoning: HM - Heavy Manufacturing

Proposed Zoning: Lot 1 - HM Lot 2 - HM

Current Zoning Setbacks

	HM
Front	30'
(Commercial/Industrial Local Street Frontage)	
Side	10' or 0'
Rear	10' or 0'

LOT INFORMATION:
Total Acreage - 10.00
Largest Lot: Lot 1 - 5.48 Acres
Smallest Lot: Lot 2 - 4.52 Acres

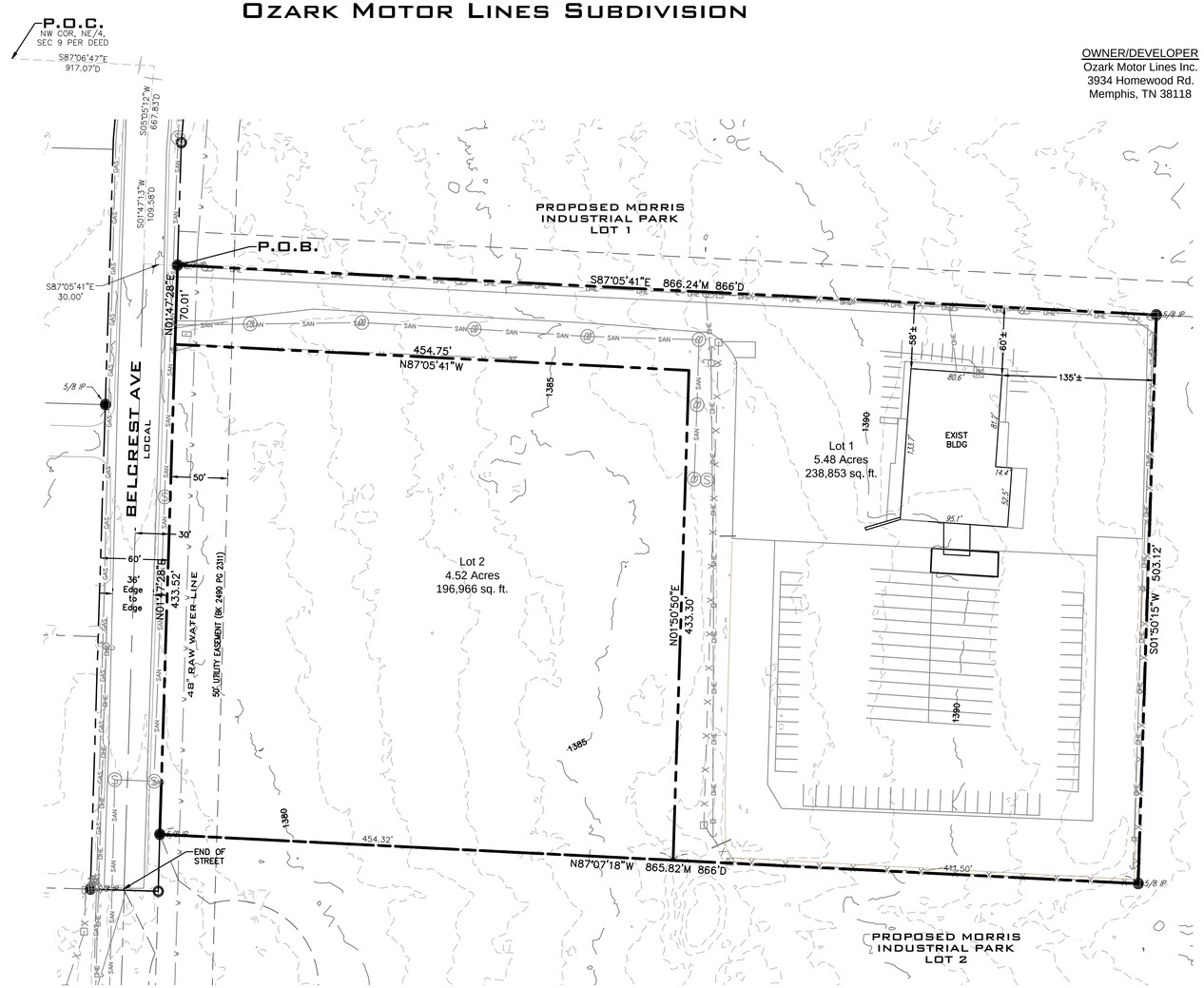
GENERAL NOTES -
1. Detention and water quality will be provided at time of development.
2. Sidewalks along Belcrest to be constructed at time of development.

FLOOD NOTE:
This property lies in Flood Zone "X" (areas determined to be outside of the 0.2% annual chance floodplain) according to Flood Insurance Rate Map Community Panel 29077C 0351 E, effective December 17,2010.

SURVEY NOTES -
Accuracy Standard: Type Urban Property

SOURCE OF TITLE: Book 3016 Page 476

The utilities shown were compiled from existing mapping from city services, field locates, and from other mapping/plans such as highway plans. The utilities shown are only to the extent of the available mapping and may not represent all utilities on site. Any particular areas that become of concern during design/planning should be researched further. All buried utilities shown are approximate only.



OWNER/DEVELOPER
Ozark Motor Lines Inc.
3934 Homewood Rd.
Memphis, TN 38118

VICINITY MAP
NOT TO SCALE

LEGEND

- FOUND IRON PIN
- SET IRON PIN OR MARKER AS NOTED
- R/W MARKER
- BOUNDARY LINE
- R/W LINE
- EASEMENT LINE
- SETBACK LINE
- (M) MEASURED
- (P) PLAT
- (D) DEED
- (R) RECORD
- LIGHT POLE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- SAN — SANITARY SEWER LINE
- UTILITY POLE
- ELECTRIC METER
- OHE — OVERHEAD ELECTRIC
- UGE — UNDERGROUND ELECTRIC
- GUY WIRE
- PHONE/COMMUNICATION MANHOLE
- PHONE PEDESTAL
- CABLE TV RISER
- CATV — CABLE TV LINE
- UT — UNDERGROUND PHONE
- OT — OVERHEAD PHONE
- F/O — FIBER OPTIC LINE
- WV — WATER VALVE
- WATER METER
- W — WATER LINE
- FIRE HYDRANT
- GV — GAS VALVE
- GAS METER
- GAS — GAS LINE
- X — FENCE LINE (AS NOTED)
- ROAD SIGN (STOP, SPEED LIMIT, ETC)

ABBREVIATIONS:

XFMR	TRANSFORMER
ICV	IRRIGATION CONTROL VALVE
CI	STORMWATER CURB INLET

DECLARATION BY SURVEYOR:

I hereby declare to Ozark Motor Lines Inc. that the information contained hereon is based upon an actual survey of the land described herein, according to the current Missouri Survey Standards for Property Boundary Surveys, 4CSR30-16, URBAN class properties, that the results are correctly represented hereon to the best of my knowledge and belief and that monuments and pins set were placed under my personal supervision.

Physical evidence of improvements is shown from information taken by visual inspection of the premises. Easements shown are those written, provided or evident from surface features and may not be all inclusive. Apparent ownerships as shown are based on information provided by others and do not represent an opinion as to Title.

This plat of survey is an instrument of service and is protected under U.S. Copyright Law. It is not to be used by anyone other than the party or parties named on this plat unless it has been updated and recertified by Lee Engineering & Associates, L.L.C.

BY: _____ DATE: 01/04/2019

DON RAY BERRY, PROFESSIONAL LAND SURVEYOR
STATE OF MISSOURI LICENSE NO. 2004017829

DEED DESCRIPTION:
Beginning at the Northwest Corner of the Northeast Quarter of Section 9, Township 29, Range 21, running thence South 87°07' East, a distance of 917.07 feet along the section line; thence South 5°01' West, a distance of 667.83 feet along the centerline of Belcrest Avenue; thence South 1°47' West, a distance of 109.58 feet along the centerline of Belcrest Avenue; thence South 87°07' East, a distance of 30 feet to the East right-of-way line of Belcrest Avenue, said point being the new Point of Beginning; running thence South 87°07' East, a distance of 866 feet parallel to the North section line; thence South 1°47' West, a distance of 503.10 feet parallel to Belcrest Avenue; thence North 87°07' West, a distance of 866 feet parallel to the section line to a point on the East right-of-way line of Belcrest Avenue; thence North 1°47' East , a distance of 503.10 feet along said right-of-way line to the point of beginning, all lying in the Norhteast Quarter of Section 9, Township 29, Range 21 in the City of Springfield, Greene County, Missouri.

	BY:
	DATE:
	REVISIONS:

SCALE: 1" = 100'
FIELD BY: TS, JS
DRAWN BY: DRB
CHECKED BY: DRB

Preliminary Plat
OZARK MOTOR LINES INC
2320 North Belcrest Avenue,
Springfield, Greene County, Missouri

Missouri State Certificate of Authority
Engineering #2005015504
Land Surveying #2009028050

LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65807
417-886-9100 (phone)
417-886-9336 (fax)
dlee@leeengineering.biz

"Engineering with Integrity"

DATE: 2019-01-04
SHEET: 1 OF 1
PROJECT: 1715
FILE: 1715 - 2230 N Belcrest Prelim Plat.dwg

One rdg. X
P. Hrngs. _____
Pgs. 14
Filed: 03-05-19

Sponsored by: Fisk

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 061 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to execute a contract with the Missouri Highways and Transportation Commission, providing for a grant of funds to the Airport Board in the amount of $46,201.00, for the design of Phase Two of the General Aviation Apron expansion at Springfield-Branson National Airport; amending the budget of the Airport Board in the amount of $51,334.00; and declaring that this bill qualifies for approval in one reading.

WHEREAS, the City, by and through the Springfield-Branson National Airport Board (the "Airport Board"), has applied to the Missouri Highways and Transportation Commission ('MHTC") for a grant of funds under section 305.230, RSMo; and

WHEREAS, MHTC has agreed to award funds in the amount of $46,201.00 to the City with the understanding that such funds will be used in conjunction with matching funds provided by the Springfield-Branson National Airport ("Airport") in the amount of $5,133.00 for the design of Phase Two of the General Aviation Apron expansion at the Airport as described in the MHTC Airport Aid Agreement ("Agreement"); and

WHEREAS, MHTC and the City desire to enter into an agreement to govern the terms of this grant.

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

Section 1 – City Council hereby authorizes the City Manager, or his designee, to execute the Agreement between the City and MHTC, said Agreement to be substantially in form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A."

Section 2 – City Council hereby amends the budget for Fiscal Year 2018-2019 of the Airport Board in the accounts and in the amounts as shown on Budget Adjustment

No. 0026, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit B.”

Section 3 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager and further finds that the budget adjustment herein is necessary to meet the need for relevant public expenditure.

Section 4 – City Council hereby directs the City Manager 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 Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent of the total grant sum of $46,201.00.

Section 5 – City Council hereby finds and declares that this Ordinance authorizes entering a contract with a state or federal government agency for the purpose of receiving grant monies from the same and may be passed as a one-reading ordinance pursuant to City Charter Section 2.16(25). 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 2019-061

FILED: 03-05-19

ORIGINATING DEPARTMENT: Airport

PURPOSE: Authorizing the City Manager, or his designee, to execute a contract with the Missouri Highways and Transportation Commission, providing for a grant of funds to the Airport Board in the amount of $46,201.00, for the design of Phase Two of the General Aviation Apron expansion at Springfield-Branson National Airport; amending the budget of the Airport Board in the amount of $51,334.00; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: On January 18, 2019, the Springfield-Branson National Airport Board ("Airport Board") applied for a grant from the Missouri Highways and Transportation Commission ("MHTC"). On February 12, 2019, MHTC awarded the funds for the design of Phase Two of the General Aviation Apron expansion pursuant to the terms and conditions expressed in the Airport Aid Agreement, attached to the proposed ordinance as "Exhibit A." If approved, the Airport shall be required to provide matching funds in the amount of $5,133.00 to help complete the project. A follow-up grant from MHTC will be offered at a later date for the construction of this project, based on the bids received for the project.

REMARKS: The Airport Board recommends that the City accept this grant.

Submitted by:

Brian C. Weiler, Director of Aviation

Approved by:

Jason Gage, City Manager

Exhibit A

CCO Form: MO01
Approved: 02/94 (MLH)
Revised: 05/17 (MWH)
Modified:

Sponsor: City of Springfield
Project No. 196-092A-1

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT AID AGREEMENT

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230 RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230 RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated January 18, 2019, and specifically described as follows:

Design and Construct Phase 2 General Aviation Apron;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is Forty-Six Thousand Two Hundred One Dollars ($46,201); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Five Thousand One Hundred Thirty-Three Dollars ($5,133). The Sponsor warrants to the Commission that it has

sufficient cash on deposit, or other readily available resources, to provide the local matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from the date of execution of this Agreement by the Commission to November 30, 2020. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(5) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: By signing this Agreement, the Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and avigation easements.

(6) CONTROL OF AIRPORT: The Sponsor agrees to continue to control the airport, either as owner or as lessee, for twenty (20) years following receipt of the last payment from this grant. Applicable agreement periods are as follows:

(A) Land interests - Fifty (50) years.

(B) Improvements - Useful life, as determined by the Commission.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (8)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this

grant.

(D) When land donations are used, the costs for land may be submitted with an appraisal prepared by a MoDOT-certified appraiser. All donations must be preapproved by the Commission to ensure eligibility for funding.

(E) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(9) AUDIT OF RECORDS: The Sponsor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(10) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

(11) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq*.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq*.).

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(13) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

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

(15) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(16) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(17) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(18) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(19) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(20) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance,

Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(21) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

(22) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Sponsor and the Commission.

(23) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for architectural, engineering and/or land surveying services, as defined in section 8.287 RSMo, shall be procured by competitive proposals, and the procurement process shall comply with sections 8.285-8.291 RSMo.

(24) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(25) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(26) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(27) SAFETY INSPECTION: The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.

(28) LAND INTERESTS: When grant funds are used to pay for land or aviation easements, the following requirements apply:

(A) Acquisition of Land - Fee Simple Title: The Sponsor shall obtain a qualified attorney's title opinion to assure the Sponsor receives fee simple title, free and

clear of any encumbrance that could adversely affect the operation, maintenance or development of the airport.

The attorney's title opinion shall be furnished by the Sponsor to the Commission for review. The Sponsor shall acquire the property in fee simple absolute by general warranty deed from the grantors. A copy of the deed shall be furnished to the Commission for review. The Sponsor shall record the deed in the land records of the county recorder's office in the county where the airport is located.

(B) Acquisition of Avigation Easements: The Sponsor shall obtain a qualified attorney's title opinion to assure that the Sponsor has obtained the required interest in and to the easements to be acquired, free and clear of any encumbrances that would be incompatible with or would interfere with the exercise and enjoyment by the Sponsor of the rights and interests conveyed, and that the grantors of easements constituted all of the owners of the land affected by the easements.

(C) Land Cost Reimbursement by Federal Government Use as Local Share Only: Since it is the intent of the state of Missouri that funds provided under this Agreement be used only for aeronautical purposes, the Sponsor hereby covenants and agrees that it will not request reimbursement from the United States Government for the cost of land acquired with the funds granted under this Agreement; provided, however, that nothing in this paragraph shall be construed to prevent the Sponsor from using all or any part of the acquisition cost of this land to make up its share of eligible project costs incurred under any airport development grant from the United States Government.

(D) Aeronautical Use: If land interests are not used for aeronautical purposes within five (5) years, the Sponsor shall at the request of the Commission return the full amount of those grant funds used to purchase the land interests. The Sponsor may request an extension of this time period in writing to the Commission.

(29) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(30) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport’s grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

(31) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers, or other devices required for the safety of the public. All markers or devices required on the airport will conform to Federal Aviation Administration (hereinafter, "FAA") regulations or specifications that may apply. The Sponsor shall issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required.

(32) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(33) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the Commission concurs that such adaptation is appropriate considering safety, economy and efficiency of operation.

(34) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction.

(35) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(36) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds, and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(B) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(37) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the Notice to Proceed documentation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(38) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a Weekly Construction Progress and Inspection Report (available on MoDOT's aviation section website), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(C) Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc. have been paid.

(39) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(40) RECORD DRAWINGS: The Sponsor shall provide one (1) electronic set of as-built construction drawings on a compact disc in .pdf format copied to a single file (each sheet must be sealed, signed, and dated by the engineer) to the Commission upon project completion. In addition, the Sponsor shall provide six updated Airport Layout Drawings (ALD's) showing as-built conditions, if required. The Commission will forward updated ALDs to the FAA central region office.

(41) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must

submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening or lengthening of an existing runway or construction of a new runway.

(42) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must electronically submit FAA form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. Electronic submittal of FAA form 7460-1 must be submitted for construction of any permanent structures on the airport, temporary structures over 20 feet in height or use of construction equipment over 20 feet tall. It is not necessary for routine construction projects, unless they include above ground installations.

(43) PROMPT PAYMENT: The Commission and the Sponsor require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with Section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Sponsor and the Commission.

(44) STATE WAGE LAWS: The Sponsor and its subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to executive this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri. The Sponsor shall take those acts which may be required to fully inform itself of the terms of, and to comply with, any applicable state wage laws.

[Remainder of Page Intentionally Left Blank]

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

Executed by the Sponsor this _____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _____

Title:

ATTEST:

_____
Secretary to the Commission

APPROVED AS TO FORM:

_____
Commission Counsel

CITY OF SPRINGFIELD

By: _____

Title:

ATTEST:

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

Ordinance No. _____
(if applicable)

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
0026

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51040	01	44020	416020			46,201	MODot Airport Grant Project 196-092A-1; Design of Phase 2 General Aviation Apron
51040	01	44020	417010			5,133	Transfer From Other Funds - Local Match
Net Revenue Adjustment						51,334	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51040	01	44020	509110			51,334	Expenses related to MODot Airport Grant Project 196-092A-1; Design of Phase 2 General Aviation Apron
51010	01	46010	502430			(5,133)	Reserve Appropriations
51010	01	46010	509910			5,133	Transfer To Other Funds - Local Match
Net Expenditure Adjustment						51,334	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: Funds to be used for design fees related to Project 196-092a-1,Phase 2 General Aviation Apron.

Requested By:

Brian C Wiles 3/6/19
Department Head Date

Approved By:

3/6/19
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2019-061
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed 03-05-19

Sponsored by Lear

COUNCIL BILL 2019- 062 RESOLUTION _____

A RESOLUTION

CONFIRMING the reappointment of Kevin Guffey and Brad Thessing to the Glenstone Marketplace Community Improvement District Board of Directors. (Staff recommends approval).

_____

WHEREAS, the petition establishing the Glenstone Marketplace Community Improvement District ("CID") establishes the qualifications and process for appointing members to the CID Board; and

WHEREAS, said petition provides that CID Board members are appointed by the Mayor and confirmed by City Council; and

WHEREAS, there is currently a need to appoint two members to the Glenstone Marketplace CID Board of Directors; and

WHEREAS, the Mayor has recommended the reappointment of Kevin Guffey and Brad Thessing.

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

Section 1 – City Council hereby confirms the reappointment of Kevin Guffey and Brad Thessing, each with terms to expire on June 8, 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 - 062

FILED: 03-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Confirming the reappointment of Kevin Guffey and Brad Thessing to the Glenstone Marketplace Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the Glenstone Marketplace Community Improvement District ("CID"), the City Council must confirm appointments to the CID Board of Directors. The CID Board of Directors recommends the following reappointments to the Board:

Seat	Name	Qualification	Term Expires	Notes
1	Kevin Guffey	Representative of real property owner in District	6/8/2023	Reappointment
2	Brad Thessing	Representative of real property owner in District	6/8/2023	Reappointment

REMARKS: Staff recommends approval.

Submitted by:

Matt D. Schaefer, AICP
Senior City Planner

Recommended by:

Mary Lilly Smith, Director

Jason Gage, City Manager