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
Abe McGull, 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
June 3, 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. May 21, 2019 And May 28, 2019 Special City Council Meetings.**

   Documents:

   05-21-19 SPECIAL CITY COUNCIL MEETING.PDF
   05-28-19 SPECIAL CITY COUNCIL MEETING.PDF

3. **FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.**
4. **CEREMONIAL MATTERS.**
5. **CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETINGS.**
6. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On. Council Bill 2019-111 Was Tabled At The May 20, 2019 City Council Meeting.**

For Council Bill 2019-119, Public Hearing Is Being Continued. Citizens May Speak. May Be Voted On.

7. **Council Bill 2019-111. (Ferguson) Tabled At The May 20, 2019 City Council Meeting.**

   A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation, by rezoning 5 acres of property, generally located at 3303 West Division Street from LI, Light Industrial District to CS, Commercial Service District; establishing Conditional Overlay District No. 171; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Jet View, LLC; 3303 W. Division Street; Z-10-2019 w/Conditional Overlay District No. 171.)

   Documents:

   2019-111.PDF

8. **Council Bill 2019-119. (Ferguson) Public Hearing Is Being Continued. Citizens May Speak. May Be Voted On.**

   A special ordinance approving a Petition to Amend and Restate the Petition to Establish the Commercial Street Community Improvement District and directing the City Clerk to notify the Missouri Department of Economic Development and the Greene County Clerk of the amendments. (Staff and the Commercial Street Community Improvement District Board of Directors recommend approval.)

   Documents:

   2019-119.PDF

9. **Council Bill 2019-120. (McClure)**

   A special ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020; appropriating those certain amounts shown in the budget for the various departments and purposes specified in said budget; and declaring an emergency.

   Documents:

   2019-120.PDF

10. **Council Bill 2019-121. (Fisk)**

    A special ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020; and declaring an emergency.

    Documents:

    2019-121.PDF

11. **Council Bill 2019-122. (Simpson)**

    A special ordinance declaring the necessity of condemning rights-of-way over, under, and through the following properties generally located near Battlefield and Fremont: 1417 East Woodland Street, 2800 South Fremont Avenue, 2814 South Fremont Avenue, 2900 South Fremont Avenue, and 1415 East Battlefield Road in the City of Springfield, Missouri; authorizing certain officers, or their designees, to do all things necessary to carry out the terms of this Ordinance for the purpose of completing the Battlefield Road and Fremont Avenue Intersection Improvement and Fremont Avenue Widening (Battlefield Road to Sunset Street) Project #2013PW0019T funded through the ¼-Cent Capital Improvement Sales Tax.

Documents:

2019-122.PDF

12. **Council Bill 2019-123. (Ferguson)**

A special ordinance authorizing the City Manager, or his designee, to enter into a contract for the purchase of land generally located at 1824 West College Street, for the purpose of constructing Fire Station 13, and to execute all necessary documents in support thereof. (Planning and Zoning Commission approved this Request to Acquire, and staff recommends approval.)

Documents:

2019-123.PDF

13. **Council Bill 2019-124. (Ferguson)**

A general ordinance amending Springfield City Code Chapter 74- 'Nuisance and Housing Code,' by revising Section 74-31, 'City manager's authority,' subsection (b), Section 74-33, 'Notice requirements,' subsections (d)(4) and (5), Section 74-403, 'Weeds over 12 inches in height declared nuisance,' Section 74-404, 'Permitting growth of weeds over 12 inches in height,' Section 74-405, 'Abatement procedure, subsection (b); for the purpose of accelerating nuisance abatement; and revising Section 74-406, 'Charges for abatement by city,' subsections (b) and (c) for the purpose of enhancing cost recovery.

Documents:

2019-124.PDF

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

15. **Council Bill 2019-128. (McGull)**

A resolution adopting the Springfield, Missouri, Walkability Guide, which identifies guidelines and fundamental elements of a walkable environment that can be used to increase walkability in the City of Springfield.

Documents:

2019-128.PDF

16. **Council Bill 2019-129. (Simpson)**

A resolution designating the Sequiota Store/Treadway's General Store & Gas Station, generally located at 3535 South Lone Pine Avenue, as a Historic Site on the Springfield Historic Register.

Documents:

2019-129.PDF

17. **EMERGENCY BILLS.**

18. **PUBLIC IMPROVEMENTS.**

19. **GRANTS.**

20. **AMENDED BILLS.**

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

22. **Council Bill 2019-130. (Simpson)**

A general ordinance amending the Official Map of the City of Springfield, Missouri, adopted pursuant to General Ordinance 1478, by changing the name of the 3000 to 3100 block of East Farm Road 188 to the 6400 to 6500 block of South Innovation Avenue. (Staff and Planning and Zoning Commission both recommend approval.)

Documents:

2019-130.PDF

23. **Council Bill 2019-131. (Ferguson)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.69 acres of property, generally located at 1820, 1830, 1834 and 1838 North Nixon Avenue, from a R-TH, Residential Townhouse District to RI, Restricted Industrial District and establishing Conditional Overlay District No. 173. (Staff recommends denial and Planning and Zoning Commission recommend approval.) (By: A&D Group LLC; 1820, 1830, 1834 and 1838 North Nixon Avenue; Z-12-2019 w/COD No. 173.)

Documents:

2019-131.PDF

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

25. **Council Bill 2019-132. (Fisk)**

A special ordinance approving the Second Amendment to Article 18 – 'Wages,' of the Collective Bargaining Agreement between the City and the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22, and authorizing the City Manager, or his designee, to acknowledge and deliver the Second Amendment on behalf of the City to the Bargaining Unit; and declaring an emergency.

Documents:

2019-132.PDF

26. **Council Bill 2019-133. (Ollis)**

A special ordinance approving the Collective Bargaining Agreement by and between the City and the Bargaining Unit of the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO, by authorizing the City Manager, or his designee, to acknowledge and deliver the Collective Bargaining Agreement on behalf of the City to the Bargaining Unit; and declaring an emergency.

Documents:

2019-133.PDF

27. **Council Bill 2019-134. (McClure)**

A general ordinance amending the Springfield City Code, Chapter 2, Article III, Division 1, Section 2.92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedule and the Crafts, Trades and Labor Schedule, by making provision for twelve new job titles and by deleting seven job titles; by establishing the Crafts, Trades and Labor Non-Union Schedule and providing pay adjustments for employees on the Crafts, Trades and Labor Non-Union Schedule; by providing pay adjustments for employees on the Professional, Administrative and Technical Schedules, as well as for certain non-union salary grades in the Fire Protection and Law Enforcement Schedules; by amending General Ordinance 6459,

Section 6 and General Ordinance 5432, Section 3 relating to the Law Enforcement Schedule and Fire Protection Schedule, respectively; by amending General Ordinance 6288, Section 9 relating to educational allowance by eliminating the eligibility of Police Major to receive educational allowance; and by declaring an emergency.

Documents:

2019-134.PDF

28. **Council Bill 2019-135. (Schilling)**

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in the amount of $3,755,400, for the purpose of promoting travel and tourism within the City of Springfield.

Documents:

2019-135.PDF

29. **Council Bill 2019-136. (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in the amount of $91,500, for the purpose of promoting the attraction of sporting events to the community.

Documents:

2019-136.PDF

30. **Council Bill 2019-137. (Lear)**

A special ordinance approving the Annual Maintenance Contract for Traffic Signals for Fiscal Year 2019-2020; accepting the bid of Ewing Signal Construction, LLC, in the amount of $149,035.00; and authorizing the City Manager to enter into a contract with such bidder for the purpose of maintaining the City's traffic signal infrastructure.

Documents:

2019-137.PDF

31. **Council Bill 2019-138. (Ferguson)**

A special ordinance authorizing the City Manager, or his designee, to approve the plans and specifications of the Environmental Services Parking and Material Storage Building Project, to accept the bid of $620,000.00, and to enter into a contract with Branco Enterprises, Inc., for completion of the Project.

Documents:

2019-138.PDF

32. **PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.**

33. **NEW BUSINESS.**

The Mayor recommends the following appointment to the Springfield/Greene County Public Library Board: Tez Ward with term to expire July 1, 2022.

Refer to the Plans and Policies Committee the topics of tiny homes, tiny home communities, and campgrounds and recreational vehicle parks.

34. **UNFINISHED BUSINESS.**

35. **MISCELLANEOUS.**

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

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

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

39. **Council Bill 2019-125. (Schilling)**

    A special ordinance authorizing the City Manager, or his designee, to enter into an Encroachment License Agreement with Falstaff's, LLC, for the purpose of constructing and maintaining a sign which will extend over the public right-of-way located at 311 Park Central West.

    Documents:

    2019-125.PDF

40. **BOARD CONFIRMATIONS.**

    Confirm the following reappointments to the Personnel Board: Perry Epperly, Michael Ramos, and Brent Sweet with terms to expire March 1, 2022.

41. **END OF CONSENT AGENDA.**

42. **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.

May 21, 2019
Springfield, Missouri

The City Council met in special session May 21, 2019 in the Councilman Denny Whayne Conference Room (Busch Building, 4th Floor). The meeting was called to order by Mayor Ken McClure.

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

Clerk's Note: Councilman Schilling arrived at approximately 12:08 p.m.

SECOND READING

RESOLUTIONS

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

PUBLIC HEARING

FIRST READING

NEW BUSINESS

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA FIRST READING BILLS

CONSENT AGENDA ONE READING BILLS

CONSENT AGENDA SECOND READING

END OF CONSENT AGENDA

Closed Session Councilman Simpson moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor pursuant to Section 610.021(2), RSMo.; and preparations, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups pursuant to Section 610.021(9), RSMo; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

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

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

May 28, 2019
Springfield, Missouri

The City Council met in special session May 28, 2019 in the Councilman Denny Whayne Conference Room (Busch Building, 4th Floor). The meeting was called to order by Mayor Ken McClure.

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

Clerk's Note: Councilman Simpson arrived at approximately 12:10 p.m. Councilman Ollis attended via phone conference.

SECOND READING

RESOLUTIONS

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

PUBLIC HEARING

FIRST READING

NEW BUSINESS

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA FIRST READING BILLS

CONSENT AGENDA ONE READING BILLS

CONSENT AGENDA SECOND READING

END OF CONSENT AGENDA

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

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

Clerk's Note: Due to Councilman Ollis attending via phone conference, he was unable to vote.

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

One-rdg. _____
P. Hrngs. X
Pgs. 25
Filed: 04-30-19

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019-111 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation, by rezoning 5 acres of property, generally located at 3303 West Division Street from LI, Light Industrial District to CS, Commercial Service District; establishing Conditional Overlay District No. 171; 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 3303 West Division Street, and more fully described in "Exhibit B" from LI, Light Industrial District to CS, Commercial Service District and to establish Conditional Overlay District No. 171; and

WHEREAS, Conditional Overlay District No. 171 shall modify the requirements of the Springfield Land Development Code Section 36-423, CS, Commercial Service 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 LI, Light Industrial District, or such zoning districts as are designated on the official zoning map adopted by City Council, to CS, Commercial Service District and establishing Conditional Overlay District No. 171. The requirements of Conditional Overlay District No. 171, 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 - 111

FILED: 04-30-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation, by rezoning 5 acres of property, generally located at 3303 West Division Street from LI, Light Industrial District to CS, Commercial Service District; establishing Conditional Overlay District No. 171; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-10-2019/ CONDITIONAL OVERLAY DISTRICT NO. 171

The applicant is proposing to rezone approximately 5 acres of property from LI, Light Industrial District to CS, Commercial Service District and establishing Conditional Overlay District No. 171. The applicant is proposing to develop the site into a recreational vehicle park.

The subject property is currently zoned LI, Light Industrial District which allows any manufacturing, production, processing, cleaning, servicing, testing, repair or storage of materials, goods or products and business and sales offices accessory thereto. All activities and permitted uses in the LI District, except off-street parking and loading facilities and storage, shall be conducted wholly inside a building, or buildings. By rezoning, the applicant will forgo this permitted use for the CS uses.

The following uses are permitted by right in the proposed CS, Commercial Service District and are not permitted by right in the current LI, Light Industrial District zoning:

1. Ambulance services.
2. Any establishment which provides supplies and/or services primarily to commercial and industrial customers, such as janitorial services, sign shops, packaging or shipping service, locksmith or printing, lithographing, engraving, photocopying, blueprinting, publishing and binding establishments.
3. Automobile washing businesses, including automatic, coin-operated, and moving-line facilities.
4. Awning and canvas sales and rental.
5. Bus stations.
6. Campgrounds and recreational vehicle parks.
7. Carpenter and cabinet shops.
8. Catering businesses.
9. Commercial laundry and dry-cleaning establishments.
10. Eating and drinking establishments.

11. Feed stores.
12. Frozen food lockers, for use by the public.
13. General or medical office/retail sales/warehouse combinations, provided however, that if more than 85 percent of the gross building floor area for each establishment is used for warehouse purposes, a use permit shall be required.
14. Glass and mirror sales.
15. Linen, towel, and diaper services.
16. Manufactured housing (mobile home) and trailer sales, leasing, service and storage.
17. Medical office use group.
18. Monument sales.
19. Newspaper and magazine distribution agencies.
20. Nurseries, greenhouses and garden stores.
21. Personal service use group.
22. Private clubs and lodges.
23. Retail sales use group.
24. Repair shops, home appliance.
25. Repair shops, small-engine.
26. Taxi dispatch yards and offices.
27. Temporary vendors as permitted by section 36-452, temporary uses.
28. Truck stops.

REMARKS:

The Planning and Zoning Commission held a public hearing on April 11,2019, and recommended to approve the proposed Conditional Overlay District No. 171, by a vote of 7 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 the subject property as appropriate for Low-Density Housing land uses, however, this property is currently zoned LI, Light Industrial District and adjacent to Industrial districts on three sides. This property is also located along Division Street which is classified as a primary arterial roadway in the Major Thoroughfare Plan.

2. The requested CS zoning is appropriate for the area since it is intended for business uses which provide essential commercial services and support activities, but which do not necessarily require high visibility. This district is intended to function as a transition between industrial development and commercial development. The subject property is located along Division Street, a primary arterial roadway and is less than 500 feet from the intersection of Division Street and West Bypass which are arterial and expressway roadways.

3. The proposed COD will require the dedication of additional right-of-way, the dedication of a stream buffer easement, sidewalk along O'Hara and a Traffic Impact Study if developed beyond specific thresholds.

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:

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: Conditional Overlay District Provisions
Attachment 3: Neighborhood Meeting Summary & Correspondence

Exhibit A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-10-2019 & CONDITIONAL OVERLAY DISTRICT NO. 171

The requirements of *Section 36-423* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. A Traffic Impact Study is required to be submitted at the time of development or such time that the proposed development exceeds the thresholds of an increase in trip generation of more than 100 trips in the PM peak and more than 1,000 trips daily. If the proposed development does not exceed those thresholds, a TIS can be deferred until such time that further cumulative development *does* exceed those thresholds.

2. Approximately 24 feet of additional right-of-way needs to be dedicated along the property frontage of Division Approximately 7 feet of additional right-of-way needs to be acquired along O'Hara Avenue. A request for reduction in right-of-way may be submitted through ARC as prescribed in the Subdivision Regulations. In addition, a 30-foot by 30-foot right-of-way sight triangle needs to be acquired at the corner of Division and O’Hara. A survey is recommended to determine the exact amount of existing right-of-way. W. Division Street and N. O’Hara Avenue are both City-maintained streets.

3. Sidewalk is required along the entire length of the property frontage on N. O'Hara 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.

4. A stream buffer of 50 ft on each side of the stream measured from top of bank is required. It appears the plan is to preserve the full stream buffer but if any encroachment is proposed, a no feasibility analysis will be required per Chapter 8 Section 4.1.13. A stream buffer easement will be required using the City’s stream buffer easement form.

Exhibit B

LEGAL DESCRIPTION
ZONING CASE Z-10-2019 & CONDITIONAL OVERLAY DISTRICT NO. 171

ALL OF THE SOUTH HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4), IN SECTION NINE (9), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22), IN GREENE COUNTY, MISSOURI.

Exhibit C

RECORD OF PROCEEDINGS
ZONING CASE Z-10-2019 & CONDITIONAL OVERLAY DISTRICT NO. 171
Planning and Zoning Commission April 11, 2019

Z-10-2019 w/COD #171
3303 West Division Street
Applicant: Jet View, LLC

Mr. Hosmer states that this is a request to rezone approximately 5 acres of property generally located at 3303 West Division Street from a LI, Light Industrial District to a CS, Commercial Service District and establishing Conditional Overlay District No. 171. The applicant is proposing to develop the site into a recreational vehicle park. The Comprehensive Plan identifies the property as appropriate for Low-Density Housing land uses, however, this property is currently zoned LI, Light Industrial District and adjacent to Industrial/Manufacturing districts on three sides. The Major Thoroughfare Plan classifies Division Street as a primary arterial roadway and O'Hara as a Local Roadway. A Traffic Impact Study will be required at the time of development. A fee in lieu of on-site stormwater detention will not be allowed, and detention will be required. A stream buffer of 50 ft on each side of the stream measured from top of bank is required. The normal bufferyard required between CS and R-TH zoning would be a Bufferyard "Type F" at least twenty (20) feet wide. Perimeter landscaping is required if a parking lot is within 50 feet of the right-of-way and there is no intervening building. A 30-degree bulk plane is required adjacent to R-TH zoning.

The Conditional Overlay District will require:
- A traffic impact study at the time of development.
- Dedication of additional right-of-way.
- Dedication of a stream buffer easement.
- A sidewalk along O'Hara Avenue.

Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Aaron Wiley Loyd, 1340 W. Normal Street, representing the agent and this was a donation to the Gathering Tree, a non-profit organization and here to answer any questions.

Mr. Nate Schlueter, 2400 E. Latoka Street, chief operating officer for Eden Village. This property was donated, and its use will be for 100% disabled and chronic homeless. He also acknowledges that people do not want this type of development in their back yard, however there is a need and will have 4 to 5 more developments like the proposed in Springfield over the next several years. He also asked for people who are in favor of this development to please stand (a majority of the full room stood).

Mr. Bryan Smith, 2320 West Deer Trail, Nixa, MO operations/manager of the metal recycling and representing several addresses on West Division. He stated that this type of development is not in the location and read GM and HM ordinances and commented on the noise, dust, and traffic around the businesses.

Mr. Aaron Greer, 3244 W. Division Street, owns a business on W. Division and believes that this type of development will not work for the area due to big trucks, unloading equipment, and the noise and dust, etc. He also stated that this may reduce his property value due to businesses possibly relocating if not staying Heavy Manufacturing and if any legal ramifications on their rights to run their businesses.

Mr. Steve Hodges, 1527 N. Western Avenue, has concerns about the pedestrian traffic and that there is no grocery store located close to the proposed development and believes this may cause more foot traffic on Division Street.

Mr. Bob Hopkins, 3304 W. Division Street, owns the sand-blasting business across from the proposed development and has been there for 45 years. He stated that noise and dust is not a good place for this type of development and voiced his concerns that businesses may leave this location area if problems arise to the noise, dust, etc. He also stated that water drains from his property and has concerns about stormwater runoff and believes this type of development may reduce his property values.

Mr. Coltrin asked about any complaints from the neighbors across the street.

Mr. Hopkins said that there has been no complaints or concerns.

Ms. Dolores Demore, 409 S. York Avenue, owns a business and property in the proposed area and has concerns with the increased traffic and crime/vandalism and noted that grocery stores are not located close by.

Mr. David Doolittle, 1555 N. O'Hara Avenue is concerned about land values and crime problems and stated that it is loud and dusty in the location.

Mr. Doennig asked about living in that area.

Mr. Doolittle said that they have been there their whole life and have had problems with fencing being cut (had cattle on the land).

Mr. Robert Hopkins, Jr., 3304 W. Division Street, stated that it is a non-conforming use for Heavy Manufacturing and has been at this address for 46 years. He stated his concerns were noise, dust, flooding, crime, and homeless people and noted that the property north (N. Nixon Avenue) is trying to rezone area for buffer from Heavy Manufacturing.

Mr. Doennig closed the public hearing.

Ms. Cox asked if the Commission is looking at a (temporary) RV Park and that it is flanked by Highway Commercial and Heavy Manufacturing and believes it is an awkward step-down in zoning.

Mr. Hosmer noted that we are not looking at end uses and is stepping down from Light Industrial to Commercial Services.

Mr. Coltrin asked the law department if there is a rise in the complaints and if there is a safety for current businesses from being forced out.

Mr. Doennig stated that if they are operating within the applicable noise and light standards they should not have concerns regarding any complaints.

Mr. Jobe commented about the jurisdiction of the Planning and Zoning and its limits to the examination of the intended use as proposed to a specific development. He also asked if from Planning's standpoint, is it common to have a Commercial Service zone abut to a Heavy Manufacturing zone.

Mr. Hosmer stated that this is not a perfect situation, but it does act as a stepdown (transition).

Mr. Doennig asked when the R-TH was zoned.

Mr. Hosmer believes it was in 1995.

Mr. Doennig asked about the number of complaints regarding noise, odor, etc. in that area.

Mr. Hosmer said he is not aware of any complaints.

Mr. Doennig also asked about stormwater/detention and noted that the owner is planning on cleaning up the stream buffer.

Ms. Julie Hawkins stated they are required to build a detention and if they disturb more than an acre then they must provide water quality and they will have to have a 50-foot stream buffer on each side of the stream.

Ms. Broekhoven made a statement about Commission making recommendations to City Council and feels that both sides made compelling statements, however as a Commissioner they are to only look at what the property to be zoned and not its end use and Commercial Services is an agreeable step-down and will be voting in favor.

Mr. Coltrin asked if the chief operating office can come back to the podium and asked if he understands the neighborhood he is moving into (industrial area with noise, dust, etc.).

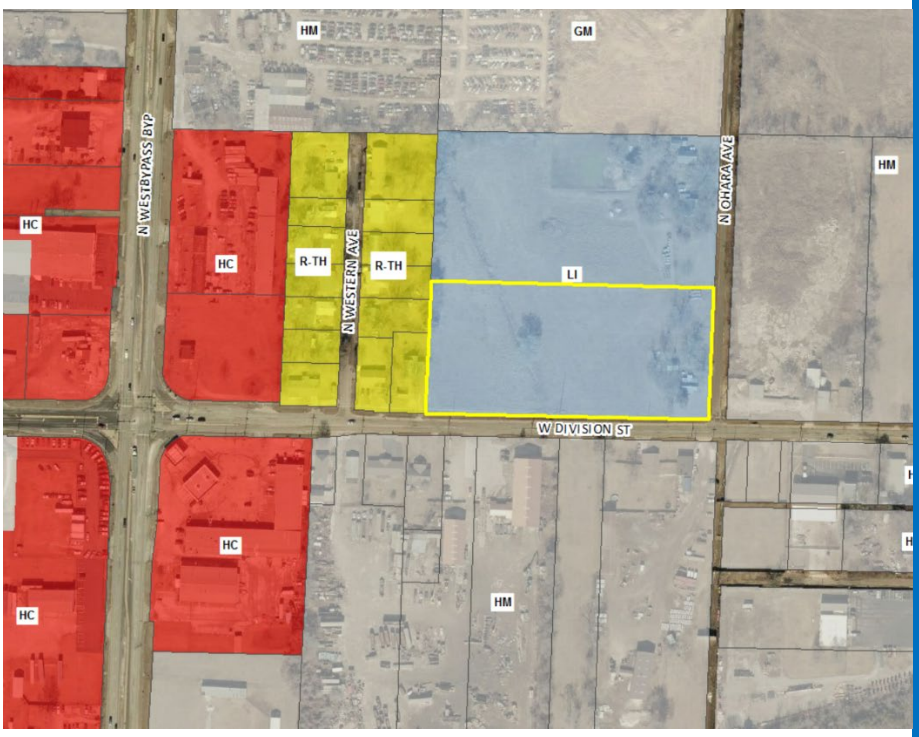
Mr. Nate Schlueter, 2400 E. Latoka Street, chief operating officer for Eden Village said that they do understand what type of neighborhood they are moving into and believes that his residents will be great neighbors. He stated that he believes that people who have been homeless and sleeping under bridges will not have any problems with the neighborhood.

COMMISSION ACTION:
Ms. Cox motioned to approve consent items Z-10-2019 w/COD #171 (3303 West Division Street). Ms. Broekhoven seconded the motion. Ayes: Doennig, Coltrin, Shuler, Broekhoven, Ogilvy, Cox, and Jobe. Nays: None. Abstain: None. Absent: Rose and Thomas.

Bob Hosmer, AICP
Principal Planner

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	APRIL 11, 2019
CITY COUNCIL PUBLIC HEARING:	MAY 6, 2019



CASE NUMBER:
Z-10-2019 w/ Conditional Overlay District No. 171

LOCATION: 3303 W. Division Street

ACRES: 5 acres

EXISTING LAND USE:
Undeveloped/vacant land

APPLICANT:
Jet View, LLC

STAFF:
Daniel Neal, 417-864-1036

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION:
Move to approve Z-10-2019 w/ COD No. 171 as submitted.

SUMMARY OF REQUEST:

Request to rezone approximately 5 acres of property from LI, Light Industrial District to CS, Commercial Service District and establishing Conditional Overlay District No. 171.

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 land uses, however, this property is currently zoned LI, Light Industrial District and adjacent to Industrial districts on three sides. This property is also located along Division Street which is classified as a primary arterial roadway in the Major Thoroughfare Plan.

2. The requested CS zoning is appropriate for the area since it is intended for business uses which provide essential commercial services and support activities, but which do not necessarily require high visibility. This district is intended to function as a transition between industrial development and commercial development. The subject property is located along Division Street, a primary arterial roadway and is less than 500 feet from the intersection of Division Street and West Bypass which are arterial and expressway roadways.

3. The proposed COD will require the dedication of additional right-of-way, the dedication of a stream buffer easement, sidewalk along O'Hara and a Traffic Impact Study if developed beyond specific thresholds.

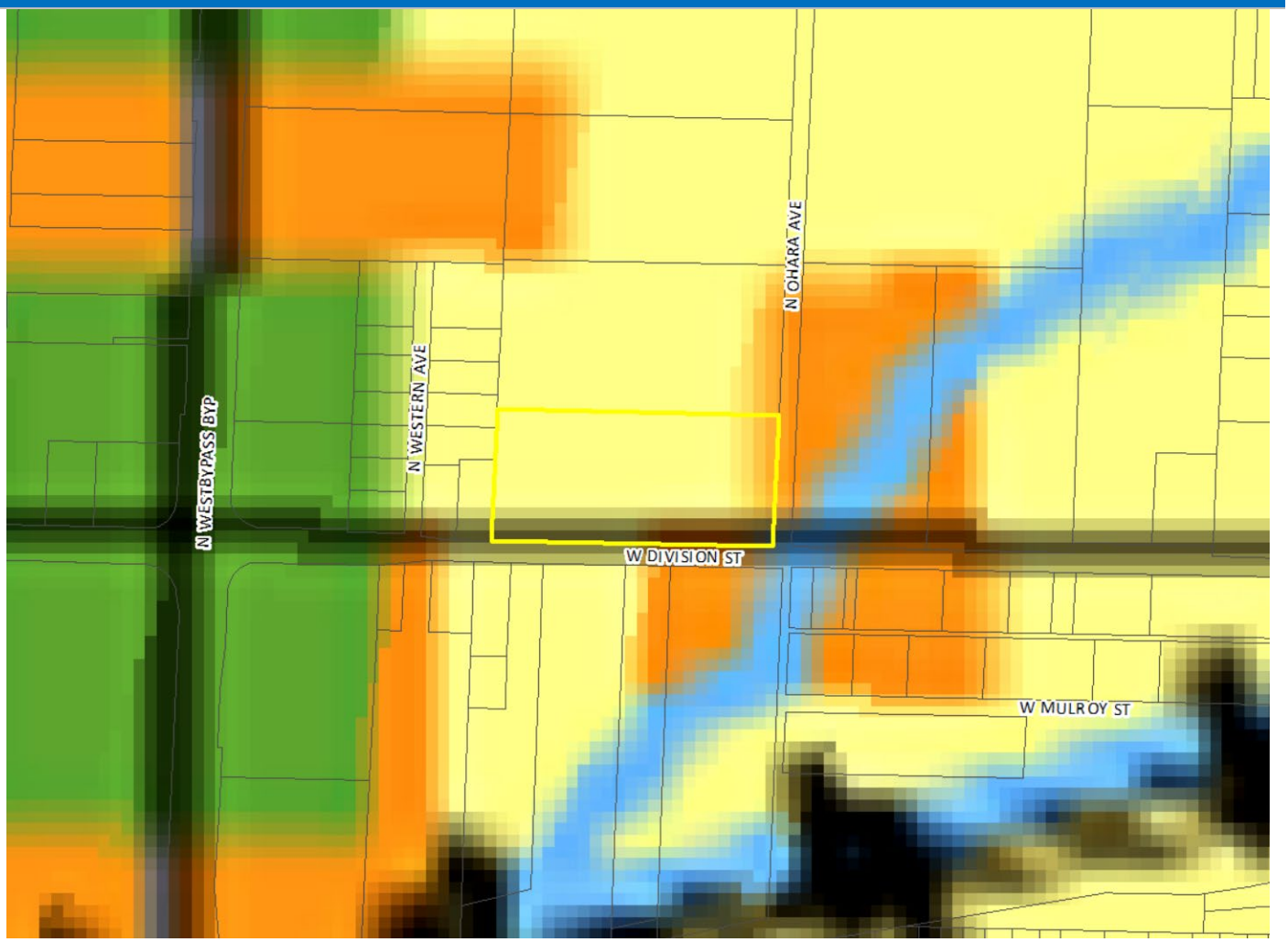
4. This request is consistent with the City's policies to promote infill development and increased intensity where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:				
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	LI	HM	HM	R-TH
LAND USE	Single-family residence and vacant/undeveloped land	Heavy Manufacturing uses	Heavy manufacturing uses	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

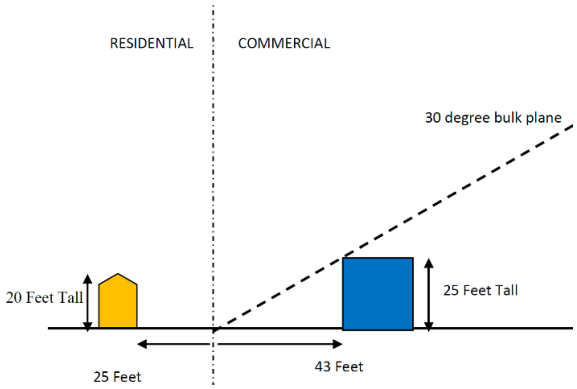
PROPERTY HISTORY:

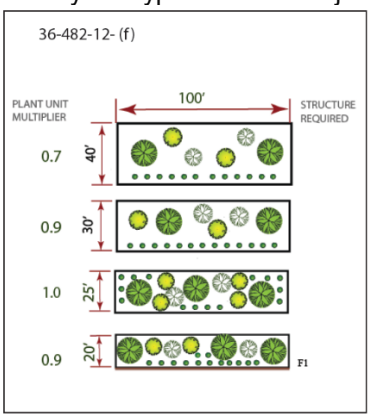
The subject property is currently zoned LI, Light Industrial District and has been since the Citywide remapping in 1995.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GR
Use Limitations	(a) No motor vehicle repair or maintenance work shall take place outdoors within 200 feet of the boundary of any residential district. (b) All sales, display or outdoor storage areas that would be routinely disturbed because of the nature of the activity being conducted or because of vehicular traffic, except those areas of nurseries and garden centers where living plants are located, shall be paved or otherwise improved with an all-weather, dust-free surface. (c) No vibration, glare, or heat shall be detectable at the district boundary line. (d) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (e) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (f) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22). (g) 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.
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	BUFFERYARD AND LANDSCAPING
30-degree bulk plane is required adjacent to R-TH zoning.	Bufferyard Type “F” when adjacent to R-TH





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 land uses, however, this property is currently zoned LI, Light Industrial District, adjacent to Industrial districts on three sides and located along Division Street which is classified as a primary arterial on the Major Thoroughfare Plan.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* states that protection of our existing residential neighborhoods is a prime concern. It is important to ensure that new land uses are not detrimental to residential areas and to recognize the vulnerability of residential areas to certain adverse impacts. This objective does not mean that non-residential land uses are automatically inappropriate in residential areas; it means that design and location criteria must take into account the existing residential areas. Mixed land uses, as well as mixed residential densities, will need to be accommodated in the future. These must be accommodated with sensitivity to existing residential neighborhoods. The plan encourages mixed use. However, where commercial areas are concentrated they should be sited and designed to have a minimal effect on adjacent lower-intensity development and the environment.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* also states that new development should be compatible with existing development in terms of scale, materials, rooflines, setbacks and open space. Landscaped transitions should be used between sharply differing types of land use. Encourage the effective use of location, design and landscaping of commercial uses to screen and buffer neighborhoods from lights, signs, traffic noise and pollution, and other factors incompatible or conflicting with adjacent land uses. These practices will help ensure the integrity and function of the road system, reduce the length and frequency of auto trips, minimize impact on residential areas and contribute to the overall attractiveness of the community.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 5 acres of property from LI, Light Industrial District to CS, Commercial Service District and establishing Conditional Overlay District No. 171. The applicant is proposing to develop the site into a recreational vehicle park.

2. The subject property is appropriate for CS zoning which is intended for business uses which provide essential commercial services and support activities, but which do not necessarily require high visibility. This district is intended to function as a transition between industrial development and commercial development. The subject property is located along Division Street, a primary arterial roadway and is less than 500 feet from the intersection of Division Street and West Bypass which are arterial and expressway roadways.

3. The subject property is currently zoned LI, Light Industrial District which allows any manufacturing, production, processing, cleaning, servicing, testing, repair or storage of materials, goods or products and business and sales offices accessory thereto. All activities and permitted uses in the LI District, except off-street parking and loading facilities and storage, shall be conducted wholly inside a building, or buildings. By rezoning, the applicant will forgo this permitted use for the CS uses.

4. The following uses are permitted by right in the proposed CS, Commercial Service District and are not permitted by right in the current LI, Light Industrial District zoning:

    a. Ambulance services.
    b. Any establishment which provides supplies and/or services primarily to commercial and industrial customers, such as janitorial services, sign shops, packaging or shipping service, locksmith or printing, lithographing, engraving, photocopying, blueprinting, publishing and binding establishments.
    c. Automobile washing businesses, including automatic, coin-operated, and moving-line facilities.
    d. Awning and canvas sales and rental.
    e. Bus stations.
    f. Campgrounds and recreational vehicle parks.
    g. Carpenter and cabinet shops.
    h. Catering businesses.

i. Commercial laundry and dry cleaning establishments.
j. Eating and drinking establishments.
k. Feed stores.
l. Frozen food lockers, for use by the general public.
m. General or medical office/retail sales/warehouse combinations, provided however, that if more than 85 percent of the gross building floor area for each establishment is used for warehouse purposes, a use permit shall be required.
n. Glass and mirror sales.
o. Linen, towel, and diaper services.
p. Manufactured housing (mobile home) and trailer sales, leasing, service and storage.
q. Medical office use group.
r. Monument sales.
s. Newspaper and magazine distribution agencies.
t. Nurseries, greenhouses and garden stores.
u. Personal service use group.
v. Private clubs and lodges.
w. Retail sales use group.
x. Repair shops, home appliance.
y. Repair shops, small-engine.
z. Taxi dispatch yards and offices.
aa. Temporary vendors as permitted by section 36-452, temporary uses.
bb. Truck stops.

5. The Conditional Overlay District will require a traffic impact study at the time of development if specific thresholds are surpassed, dedication of additional right-of-way, dedication of a stream buffer easement, and sidewalk along O'Hara. Staff believes the proposed COD requirements will mitigate the negative impacts to the surrounding property owners that a standard CS zoning could cause.

6. Based on the change in zoning from Light Industrial to Commercial Service, an increase in trip generation of more than 100 trips in the PM peak and more than 1,000 trips daily is anticipated to be generated by this property. For this reason, a Traffic Impact Study (TIS) is required as a part of this rezoning. However, this TIS may be deferred until the time of development, or such time that the proposed development exceeds the aforementioned thresholds. If the proposed development does not exceed those thresholds, a TIS can be deferred until such time that further cumulative development *does* exceed those thresholds. The City does not currently have plans to make improvements to this section of Division Street or O'Hara Avenue.

7. A stream buffer of 50 ft on each side of the stream measured from top of bank is required. It appears the plan is to preserve the full stream buffer but if any encroachment is proposed, a no feasibility analysis will be required per Chapter 8 Section 4.1.13. A stream buffer easement will be required using the City's stream buffer easement form.

8. The development of the property will require a bufferyard along the west property line adjacent to the R-TH, Residential Townhouse zoning district. The normal bufferyard required between CS and R-TH zoning would be a Bufferyard "Type F" at least twenty (20) feet wide. For each one-hundred (100) linear feet of bufferyard, there must be three (3) canopy trees, three (3) understory trees, four (4) evergreen trees and twenty (20) shrubs with a six-foot solid wood fence or solid masonry/brick wall, or six-foot solid evergreen hedge.

9. Perimeter landscaping is required if a parking lot is within 50 feet of the right-of-way and there is no intervening building. This can vary in size according to the parking lot layout such as landscaped parking island being within 30 feet of the street and varied widths of landscaping strips. Non-residential parking is not permitted on the proposed CS property within 25 feet of Division Street and 100 feet east of the R-TH zoned property.

10. A recreational vehicle or recreational vehicle park is not defined by the Zoning Ordinance. The dictionary definition of a recreational vehicle is a vehicle designed for recreational use (as in camping). City Code Chapter 106 defines a vehicle as every device in, upon, or by which any person or property is or may be transported or

drawn upon a roadway, which requires a valid operator's license and which has a Manufacturer's Certificate of Origin (MSO), except devices moved by human power, devices used exclusively upon stationary rails or tracks, or any motorized play vehicle or motorized skateboard.

11. 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.

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

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on March 19, 2019, 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: 16 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No objection to rezoning.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning.

FIRE DEPARTMENT COMMENTS:

No comments.

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. O'Hara Avenue as a Local roadway. The standard right-of-way widths for W. Division Street and N. O'Hara Avenue are 50 feet from centerline and 25 feet from centerline, respectively. It appears approximately 24 feet of additional right-of-way needs to be acquired along the entire length of the property frontage on W. Division Street and 7 feet of additional right-of-way needs to be acquired along the entire length of the property frontage on N. O'Hara Avenue. In addition, a 30-foot by 30-foot right-of-way sight triangle needs to be acquired at the corner of Division and O'Hara. A survey is recommended to determine the exact amount of existing right-of-way. W. Division Street and N. O'Hara Avenue are both City-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on W. Division Street east of West Bypass is 7,456 vehicles per day. There are no recent traffic counts for this section of N. O'Hara Avenue. On-street parking is not allowed along W. Division Street.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from N. O'Hara Avenue. Any new driveway accesses to/from the property on Division or O'Hara must meet the minimum spacing requirements from each other and from nearby intersections (200 feet on Division/150 feet on O'Hara).

SIDEWALK

There is existing sidewalk along the property frontage of W. Division Street. The existing infrastructure meets current City Standards. There is not currently sidewalk along the property frontage of N. O'Hara Avenue. Sidewalk is required to be constructed along the entire length of the property frontage on N. O'Hara 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.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Frisco Highline Trail is a few blocks to the northwest of the property 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

Based on the change in zoning from Light Industrial to Commercial Service, an increase in trip generation of more than 100 trips in the PM peak and more than 1,000 trips daily is anticipated to be generated by this property. For this reason, a Traffic Impact Study (TIS) is required as a part of this rezoning. However, this TIS may be deferred until the time of development, or such time that the proposed development exceeds the aforementioned thresholds. If the proposed development does not exceed those thresholds, a TIS can be deferred until such time that further cumulative development *does* exceed those thresholds. The City does not currently have plans to make improvements to this section of Division Street or O'Hara Avenue.

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	26	50
Street 2	O'Hara Avenue	Local	Yes	18	25

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	35	35	260	N/A
***Proposed Trips Generated**	80	335	3600	N/A
Additional Trips Generated	45	300	3340	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 Wilsons 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. A fee in lieu of on-site stormwater detention will not be allowed and detention will be required. The property is located in a stream buffer area which requires 50 feet on each side. 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. 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.
5. Water quality will still need to be provided if more than one acre is disturbed.
6. A stream buffer of 50 ft on each side of the stream measured from top of bank is required. It appears the plan is to preserve the full stream buffer but if any encroachment is proposed, a no feasibility analysis will be required per Chapter 8 Section 4.1.13. A stream buffer easement will be required using the City's stream buffer easement form. The stream buffer may qualify as a natural area conservation credit for the WQ Requirement if meeting Chapter 10 Section 3.1.1.

7. Stormwater discharge points of concentrated flow shall be located upland from Streamside and Outer Zones unless infeasible per Chapter 8 Section 4.1.7.
8. The area currently disturbed as a fill site and proposed as a landscaped feature may qualify as a natural area restoration credit or for tree planting credits for the WQ Requirement if meeting Chapter 10 Section 3.1.2 or 3.1.3. Consider the use of native species for plantings.

Public Works Stormwater Division	Response
Drainage Basin	Upper Wilsons Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	Yes
Is stormwater fee in lieu an option?	No

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-10-2019 & CONDITIONAL OVERLAY DISTRICT NO. 171

The requirements of *Section 36-423* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. A Traffic Impact Study is required to be submitted at the time of development or such time that the proposed development exceeds the thresholds of an increase in trip generation of more than 100 trips in the PM peak and more than 1,000 trips daily. If the proposed development does not exceed those thresholds, a TIS can be deferred until such time that further cumulative development *does* exceed those thresholds.

2. Approximately 24 feet of additional right-of-way needs to be dedicated along the property frontage of Division Approximately 7 feet of additional right-of-way needs to be acquired along O'Hara Avenue. A request for reduction in right-of-way may be submitted through ARC as prescribed in the Subdivision Regulations. In addition, a 30-foot by 30-foot right-of-way sight triangle needs to be acquired at the corner of Division and O'Hara. A survey is recommended to determine the exact amount of existing right-of-way. W. Division Street and N. O'Hara Avenue are both City-maintained streets.

3. Sidewalk is required along the entire length of the property frontage on N. O'Hara 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.

4. A stream buffer of 50 ft on each side of the stream measured from top of bank is required. It appears the plan is to preserve the full stream buffer but if any encroachment is proposed, a no feasibility analysis will be required per Chapter 8 Section 4.1.13. A stream buffer easement will be required using the City's stream buffer easement form.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Light Industrial (LI) to Commercial Services (CS)
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: March 19th, 2019 4:00 - 6:30 pm
3. Meeting Location: Real Life Church @ 3104 W Division Street
4. Number of invitations that were sent: 69
5. How the mailing list was generated: City of Springfield Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 14
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.)

   All verbal comments were related to potential storm water issues upon development. No issues related to rezoning. We agreed to clean out stream and comply with all stormwater issues or requirements upon development of property after rezoning.
8. List or attach the written comments and how you plan to address any issues:

   N/A

I, Aaron Wiley Loyd *(print name)*, attest that the neighborhood meeting was held on 3/19/2019 *(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."

Aaron Wiley Loyd
Signature of person completing affidavit

Aaron Wiley Loyd
Printed name of person completing affidavit

Neighborhood Meeting regarding 3303 W. Division Street

March 19th, 2019

Name	Address
BRYAN SMITH	3304 WEST DIVISION ST.
DOLLIE RODRIGUEZ	1540 N. WESTERN AV
AL RODRIGUEZ	" " "
Betty Fear	3423 W. Division
Patty Doss	1103 N. Oak Park Dr
[illegible] Hodges	1527 N Western Ave
Debra Hodges	1527 N. Western Ave
Don & Kathy Davidson	306 W. DADE #42 Lockwood
Mary Memmons	1538 N. Westen
Tim & Sedy Fleeno	3401 W. Division
Harold & Loretta Sell	1437 N marion ave
Brandon Carroll	Murney Associates Realtors 417-771-6823
David Jacobs	1555-1549 N O'HARA SPGF
[illegible]	3300 W. Division

To Whom It May Concern,

Please approve the rezoning of Z-10-2019 COD #171 (3303 W. Division Street) from Light Industrial (LI) to Commercial Services (CS). Your vote of approval to rezone will allow the property owner, Jet View LLC, to donate the above property to The Gathering Tree, INC, a Missouri 501(c)(3) nonprofit corporation to build a second Eden Village RV Park Community.

Eden Village, at 2801 E. Division, is a first-of-its-kind community that houses 32 disabled people, that were chronically homeless, in a safe gated community in Springfield. Eden Village has revolutionized the fight against homelessness by providing a permanent solution and putting Springfield at the forefront of the battle to end homelessness by creating a simple and cost-effective model that is easily replicated for communities across the country. We believe that Eden Village has been life changing not only for the formerly homeless but also for the volunteers that have contributed their time and resources to partner with this community. It is estimated that 200 people sleep on the streets of our beautiful but broken city every night.

We believe that the Eden Village model effectively ends homelessness for our fellow citizens sleeping on the streets. Rezoning the property identified will have positive impact on the entire city of Springfield by allowing us to create a second community. We look forward to a day when Springfield becomes the first city in America where **No One Sleeps Outside**. Thank you for voting to approve the rezoning for the citizens you represent and the Springfield community at large.

Dr. David and Linda Brown
Founders, The Gathering Tree & Eden Village

John Cooper
Principal-- Jet View LLC
CEO Harry Cooper Supply Company

John Moore
Retired President, Drury University
Board Member, Eden Village

Debra Shantz Hart
Principal-- Housing Plus, LLC

Jim O'Neal

Steve Helms
State Representative 135th District

Greg Burris
Executive in Residence Executive Director, Give 5 United Way of the Ozarks

Russ Marquart
President/CEO
Central Bank of the Ozarks

Charlie OReilly
Retired, OReilly Auto Parts

Bishop Edward Rice
Springfield Cape Girardeau Diocese

CJ Davis
President and CEO
Burrell Behavioral Health

Dr. Kenneth Brown
Missouri State University
Professor and Head, Economics Department
Board Member, Eden Village

Debora S. Biggs
Executive Director NAMI Southwest Missouri

Michelle Garand
Vice President
Affordable Housing and Homeless Prevention

Annie Busch

One-rdg. _____
P. Hrngs. X
Pgs. 24
Filed: 05-14-19

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 119 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a Petition to Amend and Restate the Petition to Establish the Commercial Street Community Improvement District and directing the City Clerk to notify the Missouri Department of Economic Development and the Greene County Clerk of the amendments. (Staff and the Commercial Street Community Improvement District Board of Directors recommend approval.)

WHEREAS, Sections 67.1401 to 67.1571 RSMo. (the "Community Improvement District Act") authorize the governing body of any municipal corporation, upon a proper petition requesting the formation or amendment of an existing Community Improvement District's petition, and after a public hearing, to adopt an ordinance establishing or amending the petition creating a community improvement district; and

WHEREAS, the Commercial Street Community Improvement District ("CSCID") was established by Special Ordinance 25611 on June 15, 2009, for a period of 10 years; and

WHEREAS, the CSCID is set to expire on June 15, 2019, unless reestablished prior to June 15, 2019; and

WHEREAS, certain property owners within the district have submitted a Petition to Amend and Restate the Petition to Establish the CSCID, which proposes to extend the term of the Community Improvement District ("CID") for 15 years, allow a one percent (1%) sales and use tax, and to add additional property to the CID area, which is attached hereto as "Exhibit 1;" and

WHEREAS, said District's legal description and map of its current boundaries and proposed boundaries are attached hereto in "Exhibit 1" as "Exhibit A" and "Exhibit B" respectfully; and

WHEREAS, on April 29, 2019, a petition for the amendment and restatement of the CSCID was filed with the City Clerk of the City of Springfield, Missouri (the "City"),

including signatures for the existing and additional land areas in support of said petition; and

WHEREAS, the City Clerk verified that the petition complied with the Community Improvement District Act and set a public hearing with all proper notice being given in accordance with the Community Improvement District Act or other applicable law; and

WHEREAS, all mailed and published notices of the required public hearing for the Amended Petition and addition of Property to the District have been provided in accordance with the Act; and

WHEREAS, City Council held a public hearing on May 20, 2019, at which time all persons interested in the amendment and restatement of the petition, its duration, powers and boundaries were allowed an opportunity to speak and at which time City Council heard all protests and received all endorsements; and

WHEREAS, City Council further finds that the amended petition to create the CSCID is proper and meets all the requirements of the Community Improvement District Act.

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

Section 1 – There is hereby approved a petition to amend and restate the petition that created the CSCID, with said amendments altering provisions and restrictions of the petition including the expanding of the CSCID's boundaries, extending the life of the CSCID by 15 years, and allowing a sales and use tax (subject to approval by the qualified voters of the CSCID), and that the CSCID shall remain within the City as a political subdivision of the State of Missouri having the powers and purposes set forth in the amended petition, the original of which is on file with the City Clerk and is incorporated herein by this reference as if copied verbatim as “Exhibit 1.” The CSCID shall include the contiguous tracts of real estate described in "Exhibit 1 – Exhibit A."

Section 2 – The term of existence of the CSCID shall be set out in the amended petition approved herein.

Section 3 – The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development the report specified in Subsection 6 of Section 67.1421 of the Community Improvement District Act, and to further notify the Office of the Greene County Clerk of the CSCID's amended petition and continued existence to its new termination date of June 15, 2034.

Section 4 – This Ordinance shall be in full force and effect from and after its 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 2019-119

FILED: 05-14-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Approving a Petition to Amend and Restate the Petition to Establish the Commercial Street Community Improvement District and directing the City Clerk to notify the Missouri Department of Economic Development and the Greene County Clerk of the amendments. (Staff and the Commercial Street Community Improvement District Board of Directors recommend approval.)

BACKGROUND INFORMATION: The Commercial Street Community Improvement District (the "CSCID") was established on June 15, 2009, with City Council adoption of Special Ordinance 25611, which approved the Petition to Establish the CSCID (the "Original Petition"). The Original Petition authorized the District to impose up to a one-cent (1.0%) sales and use tax to fund various marketing and image enhancements for the benefit of the businesses, residents, and visitors in the District. The qualified voters in the District ultimately approved a three-eighths cent (0.375%) sales and use tax to fund such initiatives, which included but was not limited to installation and maintenance of street landscaping and furniture, trash and snow removal, district signage and banners, holiday lighting, visitors' guides, and advertising. Since its establishment, the CSCID has helped improve the cleanliness and vibrancy of Commercial Street, which supports the substantial public and private investments that have occurred in the area.

Per the Original Petition, the CSCID is set to expire on June 15, 2019. To ensure that the CSCID will remain in existence and continue to support Commercial Street, the CSCID Board of Directors have prepared and filed the Petition to Amend and Restate the Petition to Establish the CSCID (the "Amended and Restated Petition") with the Springfield City Clerk. The Amended and Restated Petition will extend the life of the District for an additional 15 years, thus allowing it to continue providing the various public improvements and services specified in the Original Petition. It will also expand the District boundaries to include Frisco Lane and a City-owned parking lot at the southwest corner of North Robberson Avenue and East Pacific Street, as well as authorize the District to impose up to a one cent (1.0%) sales and use tax that shall be subject to approval by the qualified voters in the District.

State law requires the Amended and Restated Petition to be signed by property owners collectively owning more than 50 percent of real property by assessed value and by more than 50 percent per capita of all owners of real property inside both the existing District boundaries and the proposed expansion areas. The City Clerk has verified that the Amended and Restated Petition meets these requirements. The Amended and Restated Petition has been signed by 52.83% percent (56 out of 106) of the real property owners within the existing CSCID boundaries, whom collectively own 60.51% percent of the total assessed value of real property inside said area. Within the expansion areas, 100 percent (1 out of 1) of the property owners, whom own 100

percent of the total assessed value of property have also signed the Amended and Restated Petition

REMARKS: The City of Springfield owns real property within the CSCID. On July 30, 2018, City Council adopted Resolution 10389, which authorized the Mayor to sign the Amended and Restated Petition on behalf of the City. The Mayor has since signed said Petition.

Staff and the CSCID Board of Directors recommend approval.

Submitted by:

Matt D. Schaefer, AICP, Senior Planner

Recommended by:

Brendan K. Griesemer, AICP,
Assistant Director

Jason Gage, City Manager

Exhibit 1

PETITION TO THE CITY OF SPRINGFIELD, MISSOURI

TO AMEND AND RESTATE THE COMMERCIAL STREET COMMUNITY IMPROVEMENT DISTRICT

Submitted _____2018

PETITION TO AMEND AND RESTATE THE

COMMERCIAL STREET COMMUNITY IMPROVEMENT DISTRICT

To: The City Council of the City of Springfield, Greene County, Missouri (the "***City***"):

The undersigned, being the owners of record owning more than fifty percent (50%) by assessed value of real property within the proposed boundaries of the **COMMERCIAL STREET COMMUNITY IMPROVEMENT DISTRICT** (the "***District***") and being more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District, do hereby petition and request that the City establish the Commercial Street Community Improvement District, as described herein, to fund all or part of the cost of services and improvements provided and made within the District under the authority of Sections 67.1401 to 67.1571, R.S.Mo. (the "***Community Improvement District Act***" or the "***Act.***")

1. Description of the District.

A. **Legal Description; Property Areas.**

The legal description of the District is attached hereto as **Exhibit A.**

B. Map of District Boundaries.

A map illustrating the District boundaries is attached hereto as **Exhibit B**. The boundaries of the District are contiguous. **Exhibit B** also identifies the ownership within the proposed District.

2. Name of District.

The name of the district will be the Commercial Street Community Improvement District.

3. Signatures may not be withdrawn later than seven days after submittal.

Notice has been provided to all Petition signers that their signatures may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk. This notice is included on each signature page attached to this Petition.

4. Five-Year Plan.

A five-year plan stating a description of the purposes of the District, the services it will provide, the improvements it will make, and an estimate of costs of these improvements to be incurred is attached hereto as **Exhibit C and Exhibit C-2**.

5. Type of District.

The District will be a political subdivision of the State of Missouri.

6. Board of Directors.

A. The District will be governed by a board of directors (the "***Board***"), whose members shall be appointed by the Mayor of the City of Springfield (the "***Mayor***") with the consent of the City Council of Springfield (the "***City Council***") in accordance with the qualifications as established by law and as set forth below.

B. Number.

There shall be 7 director positions on the District's board of directors.

C. Qualifications.

Each director must meet the following requirements:

1. Be at least 18 years of age;

2. Be either an "owner" of real estate within the District as defined in the Act, ("Property Owner"), the legally authorized representative of an owner of real property ("Property Owner Representative"), an owner of a business operating within the district ("Business Owner"), the legally authorized representative of an owner of a business ("Business Owner Representative"), the legally authorized representative of a non-profit organization operating within the District, or a registered voter residing in the District ("Registered Voter"), and

3. Be nominated pursuant to a slate submitted by the board of directors to the City Council pursuant to the nominating procedures set forth below.

D. Representation.

1. A minimum of 3 directors must be Property Owners or Property Owner Representatives

2. A minimum of 2 directors must be Business Owners or Business Owner Representatives

3. A minimum of 1 director must be a registered voter living within the District, so long as there are registered voters living in the District

Each director may represent more than one of the foregoing categories. Upon the appointment of each director following the date of this Petition, the Board minutes nominating such proposed board member shall specify the types of representation of such director under this Section 6. D.

The failure of the board of directors to meet the representation requirements set forth in this **Section 6.D.** shall not affect the board of directors' authority to hold meetings, exercise any of the District's powers or take any action otherwise lawful.

E. Nominating Committee

The board of directors may serve as a committee of the whole or appoint a nominating committee with a minimum of three (3) persons, with: (i) at least one (1) owner of real property within the District (ii) one (1) registered voter living within the District, if any; and (iii) one (1) business owner owning a business in the District. All such persons must meet the qualifications of **Sections 6.C.1. and 2.** above. Each member of the nominating committee may represent more than one of the foregoing categories.

F. Nominating Process.

The nominating committee may submit a slate to the board of directors for its approval. In preparing each slate the nominating committee shall follow the following criteria:

1. Each person nominated must meet the qualifications specified in **Section 6.C.** of this Petition.

2. The slate must ensure that the board of directors will have the representation as set forth in **Section 6.D**. of this Petition.

3. Once a slate has been approved by the board, the slate shall be submitted to the City Clerk by the Board. The City Clerk shall immediately deliver the slate to the Mayor. The Mayor may appoint the successor Directors according to the slate submitted, and the City Council shall consent by resolution to the appointment; or the Mayor or the City Council may reject the slate submitted and request in writing, reasons for rejection of the slate, that the board submit an alternate slate.

3. If an alternate slate is requested, the Board shall submit an alternate slate to the City Clerk. The City Clerk shall immediately deliver the alternate slate to the Mayor. The Mayor may appoint the successor Directors according to the alternate slate submitted and the City Council shall consent by resolution to the appointment, or, the Mayor of the City Council may reject the alternate slate submitted and request that its Board submit another alternate slate.

4. The procedure described above shall continue until the successor Directors are appointed by the Mayor with the consent of the City Council.

G. Successor Directors.

The successor board of directors shall meet the qualifications set forth in **Section 6.C** and be nominated and appointed as provided herein. All successor board members shall serve a four-year term.

H. Removal.

Any director may be removed by a two-thirds affirmative vote of the directors of the board for cause or to ensure the representation requirements set forth in **Section 6.C and 6.D.** Written notice of the proposed removal shall be given to all directors prior to action thereon, pursuant to the provisions of the Act.

Three consecutive absences of any director without notice to the board (written or electronic) constitutes an automatic resignation from the board of directors.

7. Total Assessed Value.

The total assessed value of all real property located within the District is $6,421,970.

8. Determination of Blight. The District does not seek a determination of blight.

9. Life of District.

The life of the District will be for a period of fifteen (15) years following the effective date of the ordinance approval, or until June 30, 2019, whichever last occurs.

10. Maximum Rates of Business License Tax, Real Property Tax and Sales Tax.

A. License and Real Estate Taxes

The district will not impose business license taxes or real estate taxes..

B. Sales Taxes.

The District may impose a sales and use tax at a maximum of one (1) cent, on all retail sales made in the district that are subject to taxation pursuant to sections 144.010 to 144.525. The District may impose a sales and use tax, at a maximum rate of one (1) cent, on all retail sales made in the District that are subject to taxation pursuant to Sections 144.010 to 144.525, R.S.Mo., except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable, or video services (the "CID Sales Tax"). The CID Sales Tax shall be approved by a majority of the qualified voters in the District by mail-in ballot as required by Section 67.1545, R.S.Mo.; provided the District shall follow the mail-in ballot election procedure as prescribed for imposing real estate taxes per Section 67.1551, RSMo.

11. Maximum Rates of Special Assessments and the Method of Assessment.

The District will not impose a special assessment.

12. Limitations on Borrowing Capacity.

The District shall have the authority to incur debt and to issue notes, bonds and other financial obligations subject to the provisions of the Act.

13. Limitations on Revenue Generation.

There shall be no limitation on the revenues generated by the district, except as set forth in this Petition.

14. Other Limitations on District Powers.

The District shall have the powers authorized by this Petition and consistent with the Act.

15. Annual Reports and Meetings.

The District shall comply with the reporting and meeting requirements described in R.S.Mo. § 67.1471, and acknowledges that such meetings shall be open to the public.

16. Severability.

If any provision of this Petition shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

17. Signatures of all Petitioners.

Following are the signature pages for each property owner that joins in this Petition.

CLERK'S RECEIPT OF PETITION

This Petition was filed in the office of the City Clerk of Springfield, Missouri

on the _____ day of _____, 2018.

City Clerk

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION

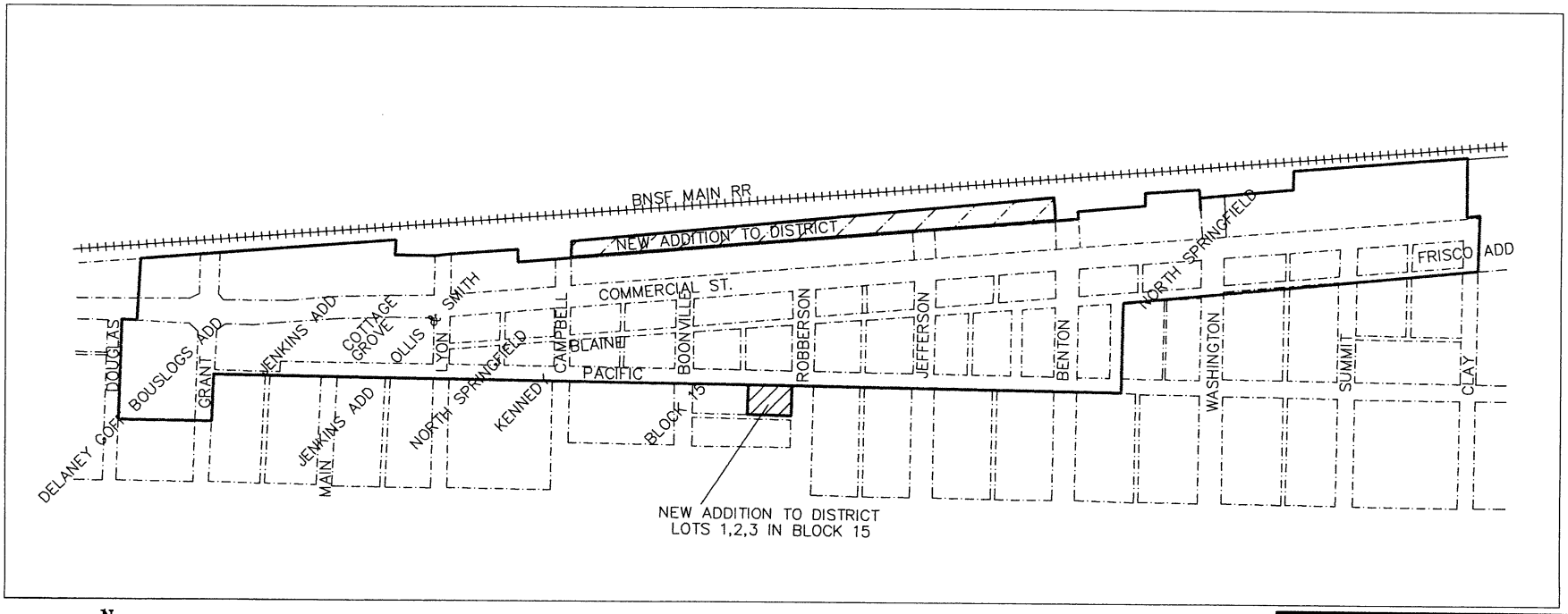
A PART OF SECTIONS 11 AND 12, IN TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 5 OF DELANEY, GOFF'S, AND BOUSLOG'S ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, SAID CORNER BEING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF DOUGLAS AVENUE AND COMMERCIAL STREET; THENCE EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET, TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 5.00 FEET OF LOT 3 OF COMMERCIAL STREET ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH ALONG SAID WEST LINE, TO THE NORTH LINE OF SAID LOT 3, BEING ON THE SOUTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN-SANTA FE RAILROAD; THENCE NORTHEASTERLY, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE RAILROAD, TO A POINT 587.89 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET, 597.86 FEET EAST OF SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST RIGHT-OFWAY LINE OF CLAY AVENUE; THENCE SOUTH, ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE NORTHWEST CORNER OF LOT 36 OF FRISCO ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE SOUTHWEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF A 20 FEET WIDE ALLEY AS SHOWN ON THE FINAL PLAT OF SAID FRISCO ADDITION, TO THE NORTHWEST CORNER OF LOT 9 OF SAID FRISCO ADDITION; THENCE CONTINUING SOUTHWEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF AN ALLEY AS SHOWN ON THE FINAL PLAT OF NORTH SPRINGFIELD, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, TO A POINT 20 FEET WEST OF THE NORTHWEST CORNER OF LOT 56 OF BLOCK 27 OF SAID NORTH SPRINGFIELD; THENCE SOUTH, ALONG A LINE 20 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LOTS 45 THROUGH 56 OF SAID BLOCK 27, AND ALONG ITS SOUTHERLY EXTENSION, TO THE SOUTH RIGHT-OF-WAY LINE OF PACIFIC STREET; THENCE WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO THE NORTHEAST CORNER OF LOT 2 OF JENKINS ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE CONTINUING WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF A 16 FEET WIDE ALLEY AS SHOWN ON THE FINAL PLAT OF SAID JENKIN'S ADDITION, TO THE NORTHWEST CORNER OF LOT 3 OF SAID JENKIN'S ADDITION, BEING ON THE EAST RIGHT-OF-WAY LINE OF GRANT AVENUE; THENCE SOUTH, ALONG SAID EAST RIGHT-OFWAY LINE, TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOTS 33 AND 34 OF DELANEY, GOFF'S, AND BOUSLOG'S ADDITION; THENCE WEST, ALONG SAID NORTH LINE, TO THE EAST RIGHT-OF-WAY LINE OF DOUGLAS AVENUE; THENCE NORTH, ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING.

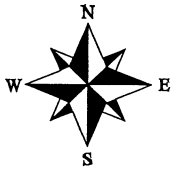
EXHIBIT B

EXHIBIT B-1 CID BOUNDARY AND OWNERSHIP MAP

Please see map on following page.

EXHIBIT B





GRID
SKETCH IS NOT TO SCALE

NOTE: HATCHED AREAS DEPICT ADDITION TO COMMUNITY IMPROVEMENT DISTRICT. THE HATCHED AREA TO THE NORTH REPRESENTS OLD RR RIGHT OF WAY AND THE AREA TO THE SOUTH IS A PART OF BLOCK 15 OF NORTH SPRINGFIELD.

G&A
GRAY & ASSOCIATES, LLC
PROFESSIONAL SURVEYORS
PO BOX 336 (102 W. BOONE
ASH GROVE, MO. 65604
PH 417-323-1021

- BOUNDARY
- CONSTRUCTION STAKING
- TOPOGRAPHIC
- ALTA TITLE SURVEYS

COMMUNITY IMPROVEMENT DISTRICT
UPDATED DESCRIPTION SKETCH
SPRINGFIELD, MO.

DRAWN BY: MDG2	FIELD BY:
DATE: 3/08/18	FIELD BK:
CLIENT NO:	SHEET NO: 1

EXHIBIT B-2 IDENTIFICATION OF PROPERTY OWNERS WITHIN COMMERCIAL STREET COMMUNITY IMPROVEMENT DISTRICT

Please see spreadsheet on following pages.

Parcel No.	Property Address	Property Owner			Assessed Value
		Name	Address	City/State/Zip	
881312309001	233 E COMMERCIAL ST	233ECOMMERCIAL LLC	1605 E SUNSHINE ST	SPRINGFIELD MO 65804	$ 70,270
881312327010	1700 N BENTON AVE	233ECOMMERCIAL LLC	1605 E SUNSHINE ST	SPRINGFIELD MO 65804	$ 59,040
881312309032	305 W COMMERCIAL ST	305 W COMMERCIAL LLC	305 W COMMERCIAL ST	SPRINGFIELD MO 65803	$ 87,070
881312310007	312 W COMMERCIAL ST	312 W COMMERCIAL LLC	312 W COMMERCIAL ST	SPRINGFIELD MO 65803-2666	$ 42,660
881312407024	720 E COMMERCIAL ST	417 RENTALS LLC	5759 W US HIGHWAY 60	BROOKLINE MO 65619-9438	$ 9,310
881311411020	505 W COMMERCIAL ST	505 WEST C ST LLC	330 SPICE RD	OZARK MO 65721-7943	$ 104,740
881312319029	328 E COMMERCIAL ST	ALLEN, JAMES E	2663 E CHAROLAIS ST	SPRINGFIELD MO 65803	$ -
881312332004	606 E COMMERCIAL ST	ASHFORD, HENRY A	707 N ROGERS AVE	SPRINGFIELD MO 65802	$ 2,020
881312332005	600 E COMMERCIAL ST	ASHFORD, JAMES	707 N ROGERS AVE	SPRINGFIELD MO 65802	$ 11,230
881312327005	514 E COMMERCIAL ST	ASKINOSIE PROP LLC	514 E COMMERCIAL ST	SPRINGFIELD MO 65803	$ 73,210
881312327024	500 E COMMERCIAL ST	ASKINOSIE PROP LLC	514 E COMMERCIAL ST	SPRINGFIELD MO 65803	$ 30,340
881312408011	739 E COMMERCIAL ST	BARRETTEWOOD, USA INC	583 GRAND BERNIER NORD	ST JEAN SUR RICHLIEU, QUEBEC, CANADA J3B-8K1	$ 143,390
881311412021	511 W PACIFIC ST	BARRY, JAMES A ETAL TR	622 W LOCUST ST	SPRINGFIELD MO 65803-2710	$ 7,130
881311412022	1701 N LYON AVE	BARRY, JAMES A ETAL TR	622 W LOCUST ST	SPRINGFIELD MO 65803-2710	$ 25,310
881311428019	435 W PACIFIC ST	BARRY, JAMES A ETAL TR	622 W LOCUST ST	SPRINGFIELD MO 65803	$ 36,450
881312310005	216 W COMMERCIAL ST	BILYEU, STACIE RENAE CALHOUN	841 S WELLER AVE	SPRINGFIELD MO 65802-3346	$ 67,260
881312324017	1703 N BENTON AVE	BLANKENSHIP, HILLARD F ETAL TR	1601 VISTA	BARTLESVILLE OK 74006	$ 14,400
889850500138	543 E COMMERCIAL ST	BNSF RAILWAY COMPANY	PO BOX 961089	FORT WORTH TX 76161-0089	$ -
889850500006	COMMERCIAL & WASHINGTON	BURLINGTON NORTHERN & SANTA FE RAILWAY	PO BOX 961089	FORT WORTH TX 76161-0089	$ -
881312326010	505 E COMMERCIAL ST	BREAK PLAINS INV LLC	1429 S RANCH DR	SPRINGFIELD MO 65809-2235	$ 19,360
881311412019	522 W COMMERCIAL ST	BROYLES, DAVID & TERRY TRUST	PO BOX 65	HUMBOLDT KS 66748	$ 82,520
881311428007	422 W COMMERCIAL ST	BUILDING CONSERVATION LLC	422 W COMMERCIAL ST	SPRINGFIELD MO 65803	$ 38,080
881311428005	416 W COMMERCIAL ST	C STREET BUSINESS DEV CO LLC	2279 S MEADOWVIEW AVE	SPRINGFIELD MO 65804	$ 28,030
881312317001	234 E COMMERCIAL ST	CAFE CUSCO LLC	1650 S ROANOKE AVE	SPRINGFIELD MO 65807	$ 68,000
881312310003	210 W COMMERCIAL ST	CANADA PROP LLC	210 W COMMERCIAL ST	SPRINGFIELD MO 65803	$ 50,940
881312309024	203 W COMMERCIAL ST	CJ FAMOUS ENT LLC	2311 W WINCHESTER ST	SPRINGFIELD MO 65807	$ 105,730
881312319025	1708 N ROBBERSON AVE	CLOUD INV LLC	9025 N FARM ROAD 21	ASH GROVE MO 65604-8830	$ 84,540
881312317013	200 E COMMERCIAL ST	COLLETTE, MARY	1539 N WASHINGTON AVE	SPRINGFIELD MO 65803-2848	$ 50,630
881312317014	1710 N BOONVILLE AVE	KIDCARE AMERICA INC	PO BOX 14617	SPRINGFIELD MO 65814-617	$ 4,450
881312309003	225 E COMMERCIAL ST	CONCORD INV GROUP INC	313 S GLENSTONE AVE	SPRINGFIELD MO 65802-3104	$ 73,760
881312319011	306 E COMMERCIAL ST	COOPER LLC	306 E COMMERCIAL ST	SPRINGFIELD MO 65803	$ 44,850
881311428022	404 W COMMERCIAL ST	CURTIS INV LLC	2632 E SHADY GLEN ST	SPRINGFIELD MO 65804	$ 63,800
881311428009	426 W COMMERCIAL ST	DAN JOHNSON & ASSOC LLC	1551 S JEFFERSON AVE	SPRINGFIELD MO 65807	$ 76,060
881311429006	411 W COMMERCIAL ST	DAN JOHNSON & ASSOC LLC	305 W COMMERCIAL ST	SPRINGFIELD MO 65803	$ 7,620
881312309012	209 W COMMERCIAL ST	DAN JOHNSON & ASSOC LLC	1551 S JEFFERSON AVE	SPRINGFIELD MO 65807	$ 20,770

Parcel No.	Property Address	Property Owner			Assessed Value
		Name	Address	City/State/Zip	
881312309020	315 W COMMERCIAL ST	DAN JOHNSON & ASSOC LLC	305 W COMMERCIAL ST	SPRINGFIELD MO 65803	$ 109,700
881312317012	202 E COMMERCIAL ST	DAN JOHNSON & ASSOC LLC	1551 S JEFFERSON AVE	SPRINGFIELD MO 65807	$ 26,340
881312319001	338 E COMMERCIAL	DAN JOHNSON & ASSOC LLC	1551 S JEFFERSON AVE	SPRINGFIELD MO 65807	$ 32,000
881312325011	401 E COMMERCIAL ST	DAVIS, JANET ANNETTE TR	1522 S BRIAR AVE	SPRINGFIELD MO 65809	$ 51,290
881312309015	217 W COMMERCIAL ST	DECKER K PROP LLC	5726 S PINEHURST AVE	SPRINGFIELD MO 65810-2562	$ 31,860
881312319015	1700 N ROBBERSON AVE	DEWAR FAMILY 1 LTD PART	827 S ROGERS AVE	SPRINGFIELD MO 65804-0126	$ 36,770
881311428004	410 W COMMERCIAL ST	DUNVILLE, CHARLES	PO BOX 11302	SPRINGFIELD MO 65808-1302	$ 39,510
881312317028	E COMMERCIAL ST	DWM PROPERTIES LLC	1320 E KINGSLEY ST	SPRINGFIELD MO 65804-7228	$ 4,160
881312317026	224 E COMMERCIAL ST	DWM PROPERTIES LLC	224 E COMMERCIAL ST	SPRINGFIELD MO 65803	$ 183,670
881312317008	208 E COMMERCIAL ST	EBRITE, RANDALL D	656 S PICKWICK AVE	SPRINGFIELD MO 65802-3339	$ 46,790
881312332003	612 E COMMERCIAL ST	EUTSLER, AVA	612 E COMMERCIAL ST	SPRINGFIELD MO 65803-3245	$ 6,350
881312309016	219 W COMMERCIAL ST	FREAKING BLDG LLC	PO BOX 2062	SPRINGFIELD MO 65801-2062	$ 78,760
881312309005	219 E COMMERCIAL ST	FRONT RANGE REAL PROP LLC	1065 S AMES ST	LAKEWOOD CO 80226	$ 81,220
881312407005	714 E COMMERCIAL ST	FULLER, RUSSELL	15120 TEXAS RD	SAINT ROBERT MO 65584-3234	$ 5,470
881312317025	1700 N BOONVILLE AVE	GATE OF THE TEMPLE LODGE MASONIC ASSOC	1700 N BOONVILLE AVE	SPRINGFIELD MO 65803	$ -
881312327004	518 E COMMERCIAL ST	GAY & LESBIAN COMMUNITY CTR	PO BOX 225	SPRINGFIELD MO 65801-0225	$ -
881312327030	520 E COMMERCIAL ST	GAY & LESBIAN COMMUNITY CTR	PO BOX 225	SPRINGFIELD MO 65801	$ -
881312309030	213 W COMMERCIAL ST	GORHAM, MARY	213 W COMMERCIAL ST	SPRINGFIELD MO 65803	$ 46,400
881311428003	406 W COMMERCIAL ST	GRACE, GREGORY	833 W TURNER ST	SPRINGFIELD MO 65803	$ 55,580
881312319006	318 E COMMERCIAL ST	HALL, PAUL W	318 E COMMERCIAL ST	SPRINGFIELD MO 65803-2942	$ 38,530
881311412018	504 W COMMERCIAL ST	HARRIS, DANIEL D	5425 E BENNETT ST	SPRINGFIELD MO 65809-2603	$ 38,340
881312327029	530 E COMMERCIAL ST	HARRIS, DAVID K	301 E COMMERCIAL ST	SPRINGFIELD MO 65803-2941	$ 4,220
881311412004	520 W COMMERCIAL ST	HARRIS, DAVID K	5425 E BENNETT ST	SPRINGFIELD MO 65809	$ 7,360
881312317030	204 E COMMERCIAL ST	HATCH, JERRY L ETAL TR	5713 E DIVISION ST	SPRINGFIELD MO 65802	$ 30,030
881312407001	734 E COMMERCIAL ST	HERD, CARL E TR	PO BOX 2764	SPRINGFIELD MO 65801-2764	$ 2,530
881312324026	1720 N JEFFERSON AVE	HISTORIC COMMERCIAL DEVELOPMENT LLC	1414 E PRIMROSE ST	SPRINGFIELD MO 65804	$ -
881312324005	420 E COMMERCIAL ST	HISTORIC COMMERCIAL DEVELOPMENT LLC	1414 E PRIMROSE ST	SPRINGFIELD MO 65804	$ -
881312324024	424 E COMMERCIAL ST	HISTORIC COMMERCIAL DEVELOPMENT LLC	1414 E PRIMROSE ST	SPRINGFIELD MO 65804	$ -
881312324022	1706 N JEFFERSON AVE	HISTORIC COMMERCIAL DEVELOPMENT LLC	1414 E PRIMROSE ST	SPRINGFIELD MO 65804	$ -
881312324001	438 E COMMERCIAL ST	HISTORIC COMMERCIAL DEVELOPMENT LLC	1414 E PRIMROSE ST	SPRINGFIELD MO 65804	$ 38,080
881312324002	434 E COMMERCIAL ST	HISTORIC COMMERCIAL DEVELOPMENT LLC	1414 E PRIMROSE ST	SPRINGFIELD MO 65804	$ 14,910
881312324023	410 E COMMERCIAL ST	HISTORIC, COMMERCIAL DEV LLC	1414 E PRIMROSE ST	SPRINGFIELD MO 65804	$ -
881312309002	229 E COMMERCIAL ST	HISTORIC DEV LLC	229 E COMMERCIAL ST	SPRINGFIELD MO 65803-2939	$ 97,060
881311428020	1705 N CAMPBELL AVE	HOLDER, KERRY L	719 E WESTCHESTER CT	SPRINGFIELD MO 65810	$ 44,000
881311411016	611 W COMMERCIAL ST	HS, INVESTMENTS LLC	611 W COMMERCIAL ST	SPRINGFIELD MO 65803-2633	$ 86,460

Parcel No.	Property Address	Property Owner			Assessed Value
		Name	Address	City/State/Zip	
881311414005	624 W COMMERCIAL ST	HS INVESTMENTS LLC	611 W COMMERCIAL ST	SPRINGFIELD MO 65803	$ 14,110
881311414028	624 W COMMERCIAL ST	HS INVESTMENTS LLC	634 W COMMERCIAL ST	SPRINGFIELD MO 65803	$ 45,150
881311411018	601 W COMMERCIAL ST	IVEY, HAROLD D	PO BOX 5113	SPRINGFIELD MO 65801-5113	$ 36,960
881311411019	600 W COMMERCIAL ST	IVEY, HAROLD D	PO BOX 5113	SPRINGFIELD MO 65801-5113	$ 8,960
881312327001	540 E COMMERCIAL ST	JAMES FAMILY PROP MGT LLC	4205 SMYRNA RD	ROGERSVILLE MO 65742-8129	$ 68,730
881312333003	629 E COMMERCIAL ST	JANSS LUMBER CO LLC	629 E COMMERCIAL ST	SPRINGFIELD MO 65803	$ 101,150
881312332002	614 E COMMERCIAL ST	JDP PARTNERS LLC	644 S SCENIC AVE	SPRINGFIELD MO 65802	$ 6,310
881312317007	214 E COMMERCIAL ST	JGP 214 LLC	2403 W DEARBORN ST	SPRINGFIELD MO 65807	$ 63,850
881312317029	206 E COMMERCIAL ST	JOHNSON DAN & ASSOC LLC	1551 S JEFFERSON AVE	SPRINGFIELD MO 65807	$ 73,460
881312319004	326 E COMMERCIAL ST	JOHNSON, DAN ETAL	1551 S JEFFERSON AVE	SPRINGFIELD MO 65807	$ 35,120
881312319005	320 E COMMERCIAL ST	KIM COMMERCE LLC	7328 FARM ROAD 1182	VERONA MO 65769	$ 29,000
881312324019	420 E BLAINE ST	KLINGNER MORTUARY INC	PO BOX 130548	HOUSTON TX 77219-0548	$ 52,160
881312327027	536 E COMMERCIAL ST	KRAMER, DAVID A	826 BARWICK PL	WILLARD MO 65781	$ 3,520
881311412001	500 W COMMERCIAL ST	LADD, AL	500 W COMMERCIAL ST	SPRINGFIELD MO 65803-2632	$ 25,670
881312325015	413 E COMMERCIAL ST	LANE, J DAVID ETAL TR	423 E COMMERCIAL ST	SPRINGFIELD MO 65803-2943	$ 181,660
881311415012	1619 N GRANT AVE	LORENZ, FRANK INC	3182 W KNOB HILL ST	SPRINGFIELD MO 65810-2055	$ 5,550
881312319012	302 E COMMERCIAL ST	LUCE, JOHN	1868 S BRISTOL AVE	SPRINGFIELD MO 65809-3203	$ 28,230
881311415004	1620 N DOUGLAS AVE	MARTIN, GARY	1620 N DOUGLAS AVE	SPRINGFIELD MO 65803-1740	$ 6,800
881311428010	430 W COMMERCIAL ST	MEDLEY, JEREMY W	1137 E OAK TREE LN	SPRINGFIELD MO 65810	$ 38,590
881312332001	618 E COMMERCIAL ST	MENDEZ, SAMUEL D	618 E COMMERCIAL ST	SPRINGFIELD MO 65803-3245	$ 6,960
881312309007	211 E COMMERCIAL ST	MERLYN PROPERTIES LLC	211 E COMMERCIAL ST	SPRINGFIELD MO 65803	$ 96,190
881312317020	1711 N ROBBERSON AVE	MERLYN PROPERTIES LLC	211 E COMMERICAL ST	SPRINGFIELD MO 65803	$ 8,800
881312409016	628 E COMMERCIAL ST	MID WEST HEARING AID INC	628 E COMMERCIAL ST	SPRINGFIELD MO 65803-3245	$ 42,750
881312409001	640 E COMMERCIAL ST	MID-WEST HEARING AID SER INC	628 E COMMERCIAL ST	SPRINGFIELD MO 65803-3245	$ 5,920
881311428006	420 W COMMERCIAL ST	MOON CITY PUB LLC	420 W COMMERCIAL ST	SPRINGFIELD MO 65803	$ 24,100
881312310009	318 W COMMERCIAL ST	NEW COAT PAINT LLC	318 W COMMERCIAL ST	SPRINGFIELD MO 65803	$ 71,650
881312319013	300 E COMMERCIAL ST	NORTHBRIDGE 300 LLC	313 S GLENSTONE	SPRINGFIELD MO 65802	$ 59,490
881312324008	400 E COMMERCIAL ST	NORTHBRIDGE 400 LLC	1041 E STANFORD ST	SPRINGFIELD MO 65807	$ 44,260
881312319002	334 E COMMERCIAL ST	NORTHBRIDGE LLC	313 S GLENSTONE	SPRINGFIELD MO 65802	$ 64,960
881311417016	701 W COMMERCIAL ST	NOUVELLE REALTY LLC	2023 S GLENSTONE AVE	SPRINGFIELD MO 65804-2427	$ 61,210
881311428008	424 W COMMERCIAL ST	OZARK MODEL RR ASSOC	424 W COMMERCIAL ST	SPRINGFIELD MO 65803-2650	$ 26,300
881312309028	101 E COMMERCIAL ST	PARKER, PAUL DAVID	1539 N WASHINGTON AVE	SPRINGFIELD MO 65803-2848	$ 96,740
881312309008	209 E COMMERCIAL ST	PARKER, PAUL	1539 N WASHINGTON AVE	SPRINGFIELD MO 65803	$ 37,610
881312317031	N BOONVILLE AVE	PARKER, PAUL ETAL	1539 N WASHINGTON AVE	SPRINGFIELD MO 65803	$ 8,540
881312407006	706 E COMMERCIAL ST	PICKENS, MICHAEL	706 E COMMERCIAL ST	SPRINGFIELD MO 65803-3247	$ 25,400

Parcel No.	Property Address	Property Owner			Assessed Value
		Name	Address	City/State/Zip	
881312407007	702 E COMMERCIAL ST	PICKENS, MICHAEL ETAL	1330 W FLORIDA ST	SPRINGFIELD MO 65803-1810	$ 7,230
881312317019	225 E PACIFIC ST	POWERED HOLDINGS LLC	2361 S CELEBRATION AVE	SPRINGFIELD MO 65809	$ 40,990
881312318009	301 E COMMERCIAL ST	PRIMARY PROPERTIES LLC	2565 S SHERIDAN BLVD	SPRINGFIELD MO 65804	$ 60,510
881311415003	712 W COMMERCIAL ST	RAINIER SUNWEST 2012 LLC	13760 NOEL RD	DALLAS TX 75240-1307	$ 206,140
881312327006	508 E COMMERCIAL ST	RATHBONE & FUSON	508 E COMMERCIAL ST	SPRINGFIELD MO 65803-2946	$ 70,340
881311415013	704 W COMMERCIAL ST	ROSWIL INC	7811 MONTROSE RD	POTOMAC MD 20854	$ 14,620
881312319028	332 E COMMERCIAL ST	SAMAR VENTURES LLC	2755 E EMPERIAL CIR	SPRINGFIELD MO 65804	$ 32,280
881312318023	305 E COMMERCIAL ST	SCHILLING, CHRISTINE	307 E COMMERCIAL ST	SPRINGFIELD MO 65803-2941	$ 53,080
881312325016	445 E COMMERCIAL ST	SL MISSOURI LLC	1175 MANHEIM PIKE	LANCASTER PA 17601	$ 193,560
881312310020	1701 N BOONVILLE AVE	SPFD VICTORY MISSION INC	1610 N BROADWAY AVE	SPRINGFIELD MO 65803-1704	$ -
881312327023	1718 N BENTON AVE	SPFD YELLOW CAB CO INC	1718 N BENTON AVE	SPRINGFIELD MO 65803-2806	$ 41,720
881311428023	400 W COMMERCIAL ST	SPIRIT GROUP LLC	5926 S KIMBROUGH AVE	SPRINGFIELD MO 65810-3230	$ 60,680
881312324018	1717 N BENTON AVE	SPRINGFIELD COCA COLA BOTTLING CO	1777 N PACKER RD	SPRINGFIELD MO 65802	$ 80,220
881311429005	425 W COMMERCIAL ST	SPRINGFIELD ENGINE SUPPLY INC	425 W COMMERCIAL ST	SPRINGFIELD MO 65803	$ 79,650
881312310017	1715 N BOONVILLE AVE	SPRINGFIELD VICTORY MISSION INC	PO BOX 2884	SPRINGFIELD MO 65801	$ -
881312310019	1709 N BOONVILLE AVE	SPRINGFIELD VICTORY MISSION INC	PO BOX 2884	SPRINGFIELD MO 65801	$ -
881312319019	1705 N JEFFERSON AVE	STEWART CREEK INV LLC	1705 N JEFFERSON AVE	SPRINGFIELD MO 65803-2820	$ 79,360
881312326009	521 E COMMERCIAL ST	STEWART, RUSSEL NORMAN	521 E COMMERCIAL ST	SPRINGFIELD MO 65803	$ 54,200
881312310008	314 W COMMERCIAL ST	STOCKER, FAITH	2525 N CLIFTON AVE	SPRINGFIELD MO 65803-2147	$ 35,490
881311411013	635 W COMMERCIAL ST	STORE MASTER FUNDING VII LLC	5250 US HWY 60	PADUCAH KY 42003	$ 113,120
881311429007	935 W COMMERCIAL ST	STRONG CAPITAL V LP	5910 N CENTRAL EXPY	DALLAS TX 75206	$ 3,460
881312319026	308 E COMMERCIAL ST	SWM REAL EST LLC	1227 S MARYLAND AVE	SPRINGFIELD MO 65807	$ 28,390
881312319027	310 E COMMERCIAL ST	SWM REAL EST LLC	936 S WELLER AVE	SPRINGFIELD MO 65802	$ 25,570
881312309029	215 W COMMERCIAL ST	TABOR, THEODORE	2465 E VALLEY WATER MILL RD	SPRINGFIELD MO 65803	$ 43,840
881312317033	N ROBBERSON AVE	TABOR, THEODORE	2465 E VALLEY WATER MILL RD	SPRINGFIELD MO 65803	$ 16,480
881312317034	220 E COMMERCIAL ST	TABOR, THEODORE	2465 E VALLEY WATER MILL RD	SPRINGFIELD MO 65803	$ 91,360
881311414027	608 W COMMERCIAL ST	THE CITY OF SPRINGFIELD	840 N BOONVILLE AVE	SPRINGFIELD MO 65802-3832	$ -
881312310010	1710 N CAMPBELL AVE	THE CITY OF SPRINGFIELD	840 N BOONVILLE AVE	SPRINGFIELD MO 65802-3832	$ -
881312316001	1645 N ROBBERSON AVE	THE CITY OF SPRINGFIELD	840 N BOONVILLE AVE	SPRINGFIELD MO 65802-3832	$ -
881312318001	321 E COMMERCIAL ST	THE CITY OF SPRINGFIELD	840 N BOONVILLE AVE	SPRINGFIELD MO 65802-3832	$ -
881312318008	299 E COMMERCIAL ST	THE CITY OF SPRINGFIELD	840 N BOONVILLE AVE	SPRINGFIELD MO 65802-3832	$ -
881312319020	1725 N JEFFERSON AVE	THE CITY OF SPRINGFIELD	840 N BOONVILLE AVE	SPRINGFIELD MO 65802-3832	$ -
881312310004	214 W COMMERCIAL ST	TINSON, PETER M	214 W COMMERCIAL ST	SPRINGFIELD MO 65803	$ 36,770
881312319030	312 E COMMERCIAL ST	UPTOWN PIZZA HOUSE LLC	312 E COMMERCIAL ST	SPRINGFIELD MO 65803	$ 101,250
881312309006	217 E COMMERCIAL ST	VISION GROUP PART LLC	217 E COMMERCIAL ST	SPRINGFIELD MO 65803-2939	$ 90,270

Parcel No.	Property Address	Property Owner			Assessed Value
		Name	Address	City/State/Zip	
881312310023	300 W COMMERCIAL ST	VISION GROUP PART LLC	2036 E CLOVELLY LN	SAINT AUGUSTINE FL 32092	$ 200,100
881312309004	221 E COMMERCIAL ST	WAGONER, CRAIG E ETAL TR	1010 E ELM ST	SPRINGFIELD MO 65806-2656	$ 93,120
881312309031	311 W COMMERCIAL ST	WELCOMED PROPERTIES LLC	311 W COMMERCIAL ST	SPRINGFIELD MO 65803	$ 73,410
881312327007	504 E COMMERCIAL ST	WINGED FOOT INVESTMENTS LLC	936 W WALNUT ST	SPRINGFIELD MO 65806	$ 47,630

EXHIBIT C

FIVE-YEAR PLAN

A. **Purposes of the District.**

The District will generally provide for:

1. The creation of information and image enhancement, such as maintaining a website, publishing visitor guides and maps, as well as additional marketing services approved by the Board.

2. The recruitment of new businesses to the District and the support in the retention of existing businesses in the District and activities that support the District and the mission of the District.

3. Installation and maintainance of public fixtures such as street furniture, supplemental signage and lighting.

4. The installation and maintenance of temporary holiday or special event lighting, decorations and signage.

5. Maintainance of District landscaping.

6. Snow removal as needed from public sidewalks and pedestrian alleyways.

7. Trash and litter removal from public areas.

8. The provision for District security as necessary to enhance safety and security of the district.

9. The provision of administrative services and personnel (contracted and/or hired employees) necessary to manage the District as approved by the Board of Directors.

B. 5-Year Budget. The estimated 5-year budget for the District is attached to and made a part of this Petition as **Exhibit C-2**.

C-STREET CID

Profit & Loss Budget Overview - TOTALS ONLY

5 - YR PERIOD - JULY 2018 - JUNE 2023

	Jul 2018 - Jun 2019	Jul 2019 - Jun 2020	Jul 2020 - Jun 2021	Jul 2021 - Jun 2022	Jul 2022 - Jun 2023
Income					
43400 · Direct Public Support					
43410 · Sales Tax Receipts	45,200.00	47,460.00	49,833.00	52,324.65	54,940.88
Total 43400 · Direct Public Support	45,200.00	47,460.00	49,833.00	52,324.65	54,940.88
Total Income	45,200.00	47,460.00	49,833.00	52,324.65	54,940.88
Expense					
62800 · District Maintenance					
62801 · Weed, Snow & Trash Removal	4,200.00	4,410.00	4,630.50	4,862.03	5,105.13
62803 · Landscaping	9,000.00	9,450.00	9,922.50	10,418.63	10,939.56
62870 · Maintenance Supplies	1,200.00	1,260.00	1,323.00	1,389.15	1,458.61
Total 62800 · District Maintenance	14,400.00	15,120.00	15,876.00	16,669.80	17,503.29
64000 · District Promotion					
64100 · District Advertising					
64110 · CVB Advertising	3,000.00	3,150.00	3,307.50	3,472.88	3,646.52
64120 · Consultant Fees	2,400.00	2,520.00	2,646.00	2,778.30	2,917.22
64190 · Other Advertising	9,600.00	10,080.00	10,584.00	11,113.20	11,668.86
Total 64100 · District Advertising	15,000.00	15,750.00	16,537.50	17,364.38	18,232.59
64500 · Event Support					
64515 · Pets & Pumpkins	1,000.00	1,050.00	1,102.50	1,157.63	1,215.51
64520 · Thriller on C-Street	1,000.00	1,050.00	1,102.50	1,157.63	1,215.51
64590 · Other Events	2,400.00	2,520.00	2,646.00	2,778.30	2,917.22
Total 64500 · Event Support	4,400.00	4,620.00	4,851.00	5,093.55	5,348.23
64610 · Holiday Decorations	600.00	630.00	661.50	694.58	729.30
64810 · Signage	4,200.00	4,410.00	4,630.50	4,862.03	5,105.13
64910 · Website	1,200.00	1,260.00	1,323.00	1,389.15	1,458.61
Total 64000 · District Promotion	25,400.00	26,670.00	28,003.50	29,403.68	30,873.86
65000 · Operations					
65005 · Accounting Fees	3,000.00	3,150.00	3,307.50	3,472.88	3,646.52
65015 · Dues & Subscriptions	800.00	840.00	882.00	926.10	972.41
65025 · Licenses & Fees	100.00	105.00	110.25	115.76	121.55
65040 · Office Expense	100.00	105.00	110.25	115.76	121.55
Total 65000 · Operations	4,000.00	4,200.00	4,410.00	4,630.50	4,862.03
65100 · Other Expenses					
65120 · Insurance - Liability, D and O	1,400.00	1,470.00	1,543.50	1,620.68	1,701.71
Total 65100 · Other Expenses	1,400.00	1,470.00	1,543.50	1,620.68	1,701.71
Total Expense	45,200.00	47,460.00	49,833.00	52,324.65	54,940.88
Net Income	0.00	0.00	0.00	0.00	0.00

CLERK'S RECEIPT OF PETITION

This Petition to amend and restate the Commercial Street Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 29th day of April 2019.

[SEAL]

Anita J. Cotter, CMC/MRCC
City Clerk

City Clerk Verification

Pursuant to Section 67.1401 to 67.1571 of the Revised Statues of Missouri (the "CID Act"), I, Anita J. Cotter, City Clerk of Springfield, Missouri, state the following:

1. A petition to amend and restate the Commercial Street Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 29th day of April 2019.

2. I have reviewed the petition and have determined on May 3, 2019, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.

Date: 5/3/19

Anita J. Cotter

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg._____
P. Hrngs. _____
Pgs. 7
Filed: 05-14-19

Sponsored by: McClure

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 120 SPECIAL ORDINANCE _____

AN ORDINANCE

ADOPTING a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020; appropriating those certain amounts shown in the budget for the various departments and purposes specified in said budget; and declaring an emergency.

WHEREAS, the City Manager has submitted a budget to City Council for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020, generally referred to as "Fiscal Year 2019-2020;" and

WHEREAS, a public hearing was held on the budget on May 20, 2019.

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

Section 1 – A budget for "Fiscal Year 2019-2020" for the City of Springfield, Missouri, is hereby adopted entitled "CITY OF SPRINGFIELD PROPOSED ANNUAL BUDGET, Fiscal Year 2019–2020," said document is on file in the office of the City Clerk and available for public inspection. Budgeted revenues and appropriations are detailed and attached hereto and incorporated herein by this reference as "Exhibit A." The budget for "Fiscal Year 2019-2020" provides total revenues of $380,899,110 and appropriations for all funds of $380,899,110.

Section 2 – The lease obligations under various agreements between the City and the Public Building Corporation of the City of Springfield, Missouri, as well as all other similar lease obligations subject to annual appropriations, are hereby authorized for renewal for "Fiscal Year 2019-2020," and the funds for such payments, as set forth in the budget, are hereby appropriated.

Section 3 – From the effective date of this Ordinance, the several amounts shown in the budget as adopted are hereby appropriated for the various departments, offices, and agencies specified therein. All expenditures of the City shall be limited to

the appropriations provided for the departments, offices, and agencies, as detailed in said budget.

Section 4 – The City Manager is directed to cause the proper accounting entries to be made in the books and records of the City so as to reflect the revenues and appropriations for the aforesaid fiscal year, and he is further directed to file a certified copy of the adopted budget for said fiscal year with the City Clerk.

Section 5 – City Council hereby finds and declares that an emergency exists in that this Ordinance relates to the adoption of a budget for the City for the Fiscal Year beginning July 1, 2019, and continuing through June 30, 2020, providing revenues and appropriations for the various functions and activities of City government; 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 2019-120

FILED: 05-14-19

ORIGINATING DEPARTMENT: Finance

PURPOSE: Adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020; appropriating those certain amounts shown in the budget for the various departments and purposes specified in said budget; and declaring an emergency.

REMARKS: The Finance Department recommends the adoption of a Proposed Budget totaling $380,899,110 as submitted by the City Manager, which is on file with the City Clerk's office, entitled "CITY OF SPRINGFIELD PROPOSED ANNUAL BUDGET, Fiscal Year 2019–2020." The proposed budget was reviewed and discussed by City Council on April 23, 2019, April 30, 2019, May 7, 2019 and May 14, 2019. There was opportunity for public input at a public hearing held on May 20, 2019.

The proposed budget revenues and appropriations are detailed in "Exhibit A" of the Ordinance.

This Ordinance is presented as an emergency as it relates to and meets the requirements of adopting a budget for the City. City Council is not expected to vote on this Ordinance after the first reading. The Ordinance is presented as an emergency to allow changes to the Ordinance after the first reading and prior to final approval by City Council.

Submitted by:

David Holtmann, Director of Finance

Approved by:

Jason Gage, City Manager

Exhibit A

Revenues

Schedule of Actual and Projected Revenues (All Fund Types):

	General Fund	Special Revenue Funds	Grant Funds	Capital Projects Funds	Debt Service Funds
TAXES					
Sales (General)	$ 47,207,000	$ -	$ -	$ -	$ -
Sales (Capital Improvement)	-	-	-	11,400,000	-
Sales (Law Enforcement)	-	8,255,000	-	-	-
Sales (Transportation)	-	-	-	5,700,000	-
Sales (Parks)	-	11,250,000	-	-	-
Sales (911)	-	6,094,124	-	-	-
Sales (Public Safety Pension)	-	34,933,000	-	-	-
Use	5,186,000	3,800,000	-	-	-
Property	-	13,098,740	-	-	9,011,006
Payment In Lieu of Taxes	15,966,000	-	-	-	-
Gross Receipts	5,200,000	515,000	-	-	-
Cigarette	680,000	-	-	-	-
Room	157,000	3,124,000	-	-	-
Tourism	-	2,963,000	-	-	-
	74,396,000	84,032,864	-	17,100,000	9,011,006
LICENSES AND FINES					
Occupational Licenses	4,336,000	-	-	-	-
Permits	1,664,000	440,000	-	-	-
Fines and Forfeitures	771,000	-	-	-	-
Court Costs	236,000	-	-	-	-
	7,007,000	440,000	-	-	-
CHARGES AND FEES					
Charges for Services	529,000	3,907,409	-	272,500	-
User Fees	-	8,848,263	-	-	230,200
Aviation Fuel Sales	-	-	-	-	-
Sale of Goods	75,000	461,250	-	-	-
Rentals	-	154,600	-	-	-
	604,000	13,371,522	-	272,500	230,200
INTERGOVERNMENTAL					
Gasoline Taxes	-	4,450,000	-	-	-
State of Missouri	-	2,244,495	-	-	-
Greene County	-	5,413,233	-	-	-
Grants -		-			
Airport	-	-	-	-	-
Community Development	-	-	3,287,460	-	-
Workforce Development	-	-	5,474,518	-	-
WIC Program	-	-	1,597,159	-	-
Police	-	-	631,511	-	-
Other	-	299,818	4,055,436	-	-
	-	12,407,546	15,046,084	-	-
Interest on Investments	202,000	188,650	-	7,500	100,000
Special Assessment Tax Bills	-	-	-	-	1,947,289
Interest on Tax Bills	-	-	-	-	-
Bond and Loan Proceeds	-	-	-	-	-
Reserve	-	2,403,631	28,822	9,990	-
Other Miscellaneous Revenues	548,931	7,566,314	-	3,125,000	209,374
	750,931	10,158,596	28,822	3,142,490	2,256,663
REVENUES BEFORE TRANSFERS	82,757,931	120,410,528	15,074,906	20,514,990	11,497,869
TRANSFERS	3,369,000	6,649,816	256,687	-	8,304,800
LESS ELIMINATIONS	-	(428,608)	-	-	(3,039,500)
TRANSFERS FROM OTHER FUNDS	3,369,000	6,221,208	256,687	-	5,265,300
TOTAL REVENUES	$ 86,126,931	$ 126,631,736	$ 15,331,593	$ 20,514,990	$ 16,763,169

Revenues

Schedule of Actual and Projected Revenues (All Fund Types):

	Enterprise Funds	Internal Service Funds	Proposed 2019-20 Total	Adopted 2018-19 Total	Actual 2017-18 Total
TAXES					
Sales (General)	$ -	$ -	$ 47,207,000	$ 45,700,000	$ 45,701,408
Sales (Capital Improvement)	-	-	11,400,000	11,250,000	11,080,726
Sales (Law Enforcement)	-	-	8,255,000	8,033,000	7,935,148
Sales (Transportation)	-	-	5,700,000	5,625,000	5,534,335
Sales (Parks)	-	-	11,250,000	10,790,000	10,942,204
Sales (911)	-	-	6,094,124	5,578,271	5,167,301
Sales (Public Safety Pension)	-	-	34,933,000	34,416,500	33,237,629
Use	-	-	8,986,000	6,890,000	7,857,419
Property	-	-	22,109,747	21,336,846	21,454,048
Payment In Lieu of Taxes	-	-	15,966,000	15,006,000	15,346,219
Gross Receipts	-	-	5,715,000	5,385,000	5,852,424
Cigarette	-	-	680,000	725,000	721,444
Room	-	-	3,281,000	4,597,550	3,557,575
Tourism	-	-	2,963,000	2,679,600	2,822,908
	-	-	**184,539,871**	178,012,767	177,210,789
LICENSES AND FINES					
Occupational Licenses	-	2,500	4,338,500	4,172,500	4,088,434
Permits	73,500	-	2,177,500	2,398,000	2,223,534
Fines and Forfeitures	-	-	771,000	713,000	732,417
Court Costs	-	-	236,000	242,000	392,514
	73,500	2,500	**7,523,000**	7,525,500	7,436,899
CHARGES AND FEES					
Charges for Services	58,015,500	4,337,588	67,061,997	64,693,586	72,138,779
User Fees	13,173,000	-	22,251,463	21,535,794	22,174,179
Aviation Fuel Sales	4,735,000	-	4,735,000	4,635,000	3,973,743
Sale of Goods	232,000	40,000	808,250	804,750	1,350,573
Rentals	6,313,000	-	6,467,600	6,122,600	5,866,015
	82,468,500	4,377,588	**101,324,310**	97,791,730	105,503,288
INTERGOVERNMENTAL					
Gasoline Taxes	-	-	4,450,000	4,550,000	4,269,440
State of Missouri	-	-	2,244,495	2,263,552	2,192,196
Greene County	-	-	5,413,233	3,489,202	2,224,427
Grants -					
Airport	3,200,000	-	3,200,000	3,200,000	3,363,310
Community Development	-	-	3,287,460	3,205,504	3,800,649
Workforce Development	-	-	5,474,518	7,262,615	6,056,476
WIC Program	-	-	1,597,159	1,657,615	1,513,926
Police	-	-	631,511	1,276,952	1,269,756
Other	20,000	-	4,375,254	5,802,978	2,687,534
	3,220,000	-	**30,673,630**	32,708,418	27,377,715
Interest on Investments	1,822,500	-	2,320,650	2,002,450	2,382,157
Special Assessment Tax Bills	-	-	1,947,289	1,772,406	618,645
Interest on Tax Bills	-	-	-	-	66,929
Bond and Loan Proceeds	-	-	-	-	-
Reserve	3,693,000	170,969	6,306,413	12,041,031	-
Other Miscellaneous Revenues	312,200	8,000	11,769,820	10,568,018	7,371,112
	5,827,700	178,969	**22,344,172**	26,383,905	10,438,844
REVENUES BEFORE TRANSFERS	91,589,700	4,559,057	346,404,982	342,422,321	327,967,534
TRANSFERS	26,063,300	18,920,633	63,564,236	55,179,173	-
LESS ELIMINATIONS	(25,602,000)	-	(29,070,108)	(31,809,367)	-
TRANSFERS FROM OTHER FUNDS	461,300	18,920,633	34,494,128	23,369,806	37,030,878
TOTAL REVENUES	$ 92,051,000	$ 23,479,690	**$ 380,899,110**	$ 365,792,127	$ 364,998,412

Appropriations

Summary of Expenditures and Appropriations (All Fund Types):

	2017-18 Actual	2018-19 Adopted	2019-20 Proposed
GENERAL FUND			
Building Development Services	$ 2,895,320	$ 3,594,943	$ 3,231,981
City Attorney	2,229,821	2,056,156	2,200,366
City Clerk	542,084	557,938	534,555
City Manager	2,066,517	3,556,080	4,615,161
Finance	5,975,231	6,223,233	6,083,907
Fire	21,151,106	20,111,082	20,314,655
Human Resources	1,511,946	1,752,479	1,871,181
Information Systems	4,533,391	4,338,483	3,939,854
Mayor and City Council	252,564	219,528	219,528
Municipal Court	1,533,620	1,770,092	1,724,013
Planning and Development	1,905,192	1,996,118	2,153,128
Police	28,821,417	28,310,713	29,619,068
Public Information Department	677,294	804,737	582,869
Public Works	7,954,166	8,544,163	9,036,664
TOTAL GENERAL FUND	82,049,669	83,835,745	86,126,931
SPECIAL REVENUE FUNDS			
Art Museum	1,750,656	1,837,800	1,651,644
Community Improvement Districts	1,708,571	1,825,694	1,848,750
Convention and Visitors Bureau	3,544,287	3,567,400	3,755,400
Emergency Communications	5,195,953	5,578,271	6,094,124
Hotel/Motel Tax	2,328,820	2,679,600	2,963,000
Law Enforcement Sales Tax	7,858,617	8,301,545	8,315,574
Level Property Tax	83,046	5,303,381	4,883,105
Miscellaneous Special Revenue	1,091,653	3,961,000	5,233,500
Police Special Revenue	997,690	2,219,958	2,471,509
Public Health Services	7,318,524	7,894,644	10,044,337
Public Parks	11,583,141	11,650,160	11,809,240
Public Parks City/County Wide Sales Tax	14,397,795	16,562,893	17,025,586
Public Safety Pension Sales Tax	33,237,629	34,416,500	34,933,000
Public Works - Transportation	10,892,725	12,550,000	12,900,000
Road and Bridge Maintenance	667,886	2,030,000	2,045,000
Video Service Provider	807,572	657,967	657,967
TOTAL SPECIAL REVENUE FUNDS	103,464,566	121,036,813	126,631,736

Appropriations

Summary of Expenditures and Appropriations (All Fund Types):

	2017-18 Actual	2018-19 Adopted	2019-20 Proposed
GRANT REVENUE FUNDS			
Community Development	5,967,081	7,577,352	6,567,893
Fire Grants	238,560	366,892	383,524
Police Grants	1,604,774	1,369,100	631,511
Public Health Grants	743,993	936,098	665,640
WIC Program	1,453,822	1,668,963	1,608,507
Workforce Development	6,423,284	7,312,615	5,474,518
TOTAL GRANT REVENUE FUNDS	16,431,514	19,231,021	15,331,593
CAPITAL PROJECTS FUNDS			
Capital Improvements Sales Tax	8,686,620	16,875,000	17,100,000
Public Works/Other Improvements	3,166,272	3,405,000	3,414,990
TOTAL CAPITAL PROJECTS FUNDS	11,852,892	20,280,000	20,514,990
DEBT SERVICE FUNDS			
General Obligation Bonds	1,803,656	1,772,406	1,947,289
Leasehold Revenue Bonds	4,490,855	8,228,956	7,727,880
Special Obligation Bonds	23,917,591	9,701,243	7,088,000
TOTAL DEBT SERVICE FUNDS	30,212,102	19,702,605	16,763,169
ENTERPRISE FUNDS			
Airport	20,100,021	27,401,835	30,851,000
Clean Water Services	50,030,478	49,900,000	50,000,000
Golf	3,604,823	2,975,000	3,075,000
Solid Waste	8,973,756	9,100,000	8,125,000
TOTAL ENTERPRISE FUNDS	82,709,080	89,376,835	92,051,000
INTERNAL SERVICE FUNDS			
Print Shop	206,789	254,528	238,088
Self-Insurance	16,044,977	7,954,580	19,091,602
Service Center	3,029,466	4,120,000	4,150,000
TOTAL INTERNAL SERVICE FUNDS	19,281,232	12,329,108	23,479,690
TOTAL ALL FUND TYPES	$ 346,001,054	$ 365,792,127	$ 380,899,110

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 05-14-19

Sponsored by: Fisk

First Reading: _____ Second reading: _____

COUNCIL BILL 2019- 121 SPECIAL ORDINANCE _____

AN ORDINANCE

SETTING a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020; and declaring an emergency.

WHEREAS, with the adoption of the budget for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020, generally referred to as "Fiscal Year 2019-2020," it is necessary for City Council to set the preliminary tax levy on real and personal property; and

WHEREAS, said tax levies are assessed on all property on the tax rolls as of January 1, 2019; and

WHEREAS, the projected levy for "Fiscal Year 2019-2020 is anticipated to be $0.6218 per $100 of assessed valuation, although this levy may be adjusted in August of 2019; and

WHEREAS, notice of a public hearing to be held by City Council regarding the levies herein has been published, a copy of said notice is attached hereto as "Exhibit A."

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

Section 1 – There is hereby levied for "Fiscal Year 2019- 2020," a tax upon the $100.00 valuation of all real and personal property within or having its taxable status within the corporation limits of the City subject to taxation, and upon the $100.00 valuation of all property in the City, subject to taxation and assessed to any railroad, telegraph, telephone, street, railway or bridge company, according to the last assessed valuation of the said properties of such companies fixed by the following purposes:

(a) For municipal purposes as authorized by Article X Section 1 of the Constitution of the State of Missouri and approved by the voters of the City, a rate of $0.2674;

(b) For the establishment and maintenance of public parks in the City, for the aforesaid fiscal year, a rate of $0.1874;

(c) For maintenance and operation of public health service in the City, for the aforesaid fiscal year, a rate of $0.1277;

(d) For the establishment and maintenance of an art museum in the City, for the aforesaid fiscal year, a rate of $0.0393.

These levies are subject to revision based on the levies certified by the Greene County Clerk.

Section 2 – The City Council finds that the Director of Finance of the City has presented to the City Council the following information:

(1) The assessed valuations by category of real, personal and other tangible property for the preceding year and this year are as follows:

SOURCE	2018 FINAL VALUATION	2019 ESTIMATED VALUATION
Real Estate	$2,437,431,679	$2,461,805,996
State Assessed Utilities	22,686,661	22,913,528
Personal Property	569,646,373	575,342,837
Total	$3,029,764,713	$3,060,062,361

(2) The amount of revenue required to be produced from the property tax as set forth in the annual budget is $20,836,604.

(3) The tax rates proposed to generate this revenue and their estimated yield are as follows:

PURPOSE	PROPOSED TAX LEVY	TOTAL YIELD
Art Museum	$ 0.0393	$ 1,316,828
Public Parks	0.1874	6,279,905
Public Health	0.1277	4,279,368
Municipal Purposes	0.2674	8,960,503
Total	$ 0.6218	$ 20,836,604

Section 3 – City Council finds that proper notice was published containing the information set forth in Section 2 above, and a public hearing has been held regarding the proposed rates of taxes.

Section 4 – Within such time so as to permit the aforesaid taxes to be extended upon the assessment books, the levy so established herein shall be certified by the City Clerk to the Director of Finance and to the County Collector of Greene County, Missouri, who shall proceed to extend the aforesaid taxes for the year upon the assessment books, in the appropriate columns. Furthermore, City Council expressly authorizes the City Manager and City Clerk to take any and all actions necessary to ensure that the intent and purpose of this Ordinance is accomplished.

Section 5 – City Council hereby finds and declares that an emergency exists in that this Ordinance relates to the fixing of the preliminary tax rates for the Fiscal Year beginning July 1, 2019. 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 2019-121

FILED: 05-14-19

ORIGINATING DEPARTMENT: Finance

PURPOSE: Setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020; and declaring an emergency.

REMARKS: This Ordinance is a companion bill to the adoption of the annual City operating budget and sets the preliminary tax levy on real and personal property. The tax levy is assessed on all property on the tax rolls as of January 1, 2019. Notices have been published calling a public hearing for the purpose of setting the tax levy for the City of Springfield budget for 2019-2020. A copy of the notice is attached hereto setting forth the estimate of the assessed valuations and the tax revenues for 2019.

The tax levies established by this Ordinance are based upon State law. The State Auditor is required to review and approve all levies and determine that they meet the statutory test and the Constitutional Test or Hancock Amendment. These tests factor in growth in assessed value and the Consumer Price Index. After checking all relevant information, the State Auditor provides the City of Springfield with a statement showing the tax rate ceiling, which is an amount that the levies cannot exceed without a vote of the people.

The projected levy for Fiscal Year 2019-2020 will be $0.6218 per $100 assessed valuation in the Proposed Budget. The actual levy may be adjusted in August, 2019, based on the tax levies provided by the State Auditor.

This bill is presented as an emergency. City Council is not expected to vote on this bill after the first reading. The bill is presented as an emergency to allow changes to the Ordinance after the first reading and prior to final approval by City Council.

Recommended by:

David Holtmann, Director of Finance

Approved by:

Jason Gage, City Manager

Exhibit A

CITY OF SPRINGFIELD
PUBLIC HEARING NOTICE

SUBJECT: Setting tax levy for the City of Springfield budget for 2019-2020

DATE AND TIME: May 20, 2019 at 6:30 P.M.

PLACE: City Council Chambers, City Hall, 830 Boonville Avenue, Springfield, Missouri 65802

SUPPLEMENTAL INFORMATION: To provide citizens of the City of Springfield, Missouri, the opportunity to submit written and oral comments on the City's tax levy. Estimated assessed valuations for 2019 are:

SOURCE	VALUATION
Real Property	$2,461,805,996
State Assessed Utilities	22,913,528
Personal Property	575,342,837
Total	$3,060,062,361

The proposed City budget for 2019-2020 reflects the following yield on this estimated valuation:

FUND	TAX LEVY	YIELD	SURTAX	TOTAL
Art Museum	$ .0393	$ 1,202,604	$ 114,224	$ 1,316,828
Public Parks	.1874	5,734,557	545,348	6,279,905
Public Health	.1277	3,907,700	371,668	4,279,368
Municipal Purposes	.2674	8,182,607	777,896	8,960,503
Total	$ .6218	$19,027,468	$1,809,136	$20,836,604

The City of Springfield tax levies will be finalized in August 2019 when the Greene County Clerk provides the City with the certified levy amounts.

Address written comments to Anita Cotter, City Clerk, P. O. Box 8368, Springfield, MO 65801-8368. Written comments received before or at the hearing will be in the hearing record.

Anita Cotter, City Clerk
City of Springfield, Missouri

One-rdg. _____
P. Hrngs. _____
Pgs. 17
Filed 05-14-19

Sponsored by Simpson

First Reading _____ Second Reading _____

COUNCIL BILL 2019- 122 SPECIAL ORDINANCE _____

AN ORDINANCE

DECLARING the necessity of condemning rights-of-way over, under, and through the following properties generally located near Battlefield and Fremont: 1417 East Woodland Street, 2800 South Fremont Avenue, 2814 South Fremont Avenue, 2900 South Fremont Avenue, and 1415 East Battlefield Road in the City of Springfield, Missouri; authorizing certain officers, or their designees, to do all things necessary to carry out the terms of this Ordinance for the purpose of completing the Battlefield Road and Fremont Avenue Intersection Improvement and Fremont Avenue Widening (Battlefield Road to Sunset Street) Project #2013PW0019T funded through the ¼-Cent Capital Improvement Sales Tax.

_____

WHEREAS, Public Works is attempting to complete the Battlefield Road and Fremont Avenue Intersection Improvement and Fremont Avenue widening (Battlefield Road to Sunset Street) Project, identified as project #2013PW0019T, which consists of upgraded traffic signals at the intersections of Battlefield Road and Fremont Avenue; and Fremont Avenue and the west mall entrance; additional turn-lanes on Battlefield Road, and an additional north bound lane on Fremont Avenue (the “Project”); and

WHEREAS, the Project also includes Americans with Disabilities Act (“ADA”) compliant sidewalks, a multi-use trail and storm water improvements; and

WHEREAS, City staff have successfully negotiated with seven (7) out of twelve (12) property owners within the Project area and now must proceed with condemnation in order to ensure timely completion of the Project.

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

Section 1 – City Council hereby declares it necessary to condemn the following described property, for the purpose of constructing and maintaining a public street, and for the relocation, construction, maintenance, and operation of gas, water, electric,

telephone, fiber optic, and communications utilities, including necessary fixtures and appurtenances, for the Battlefield Road and Fremont Avenue Intersection Improvement and Fremont Avenue Widening (Battlefield Road to Sunset Street) Project, identified as project #2013PW0019T, to-wit:

Owner of Tract 1 (1417 East Woodland) is Hamiltonian Apartments Partnership, a Missouri General Partnership. Also claiming an interest is Leah Betts Greene County Collector of Revenue, to the extent of any unpaid taxes.

Tract #1: (Hamiltonian Apartments Partnership):

PERPETUAL STREET RIGHT-OF-WAY DESCRIBED AS FOLLOWS:
ALL THAT PART OF A TRACT OF LAND RECORDED IN BOOK 1949 AT PAGE 825, BEING A PART OF LOT 8 OF MEADOR PARK PLAZA SUBDIVISION, RECORDED IN PLAT BOOK DD AT PAGE 85, GREENE COUNTY RECORDER'S OFFICE AND LYING IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 21 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID MEADOR PARK PLAZA SUBDIVISION; **THENCE** SOUTH 88°26'27" EAST, ALONG THE NORTH LINE OF SAID MEADOR PARK PLAZA SUBDIVISION, 4.13 FEET; **THENCE** SOUTH 01°12'31" WEST, LEAVING SAID NORTH LINE, 96.89 FEET; **THENCE** SOUTH 41°18'45" EAST, 15.96 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WOODLAND STREET; **THENCE** NORTHWESTERLY 23.33 FEET ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 43°25'26" WEST, 21.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF FREMONT AVENUE; **THENCE** NORTH 01°08'05" EAST, ALONG SAID EAST RIGHT OF WAY LINE, 93.70 FEET TO THE **POINT OF BEGINNING .**
CONTAINING 456 SQUARE FEET.

ALSO,

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:
ALL THAT PART OF A TRACT OF LAND RECORDED IN BOOK 1949 AT PAGE 825, BEING A PART OF LOT 8 OF MEADOR PARK PLAZA SUBDIVISION, RECORDED IN PLAT BOOK DD AT PAGE 85, GREENE COUNTY RECORDER'S OFFICE AND LYING IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 21 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID MEADOR PARK PLAZA SUBDIVISION; **THENCE** SOUTH 88°26'27" EAST, ALONG THE NORTH LINE OF SAID MEADOR PARK PLAZA SUBDIVISION, 4.13 FEET TO THE **POINT OF**

BEGINNING; THENCE CONTINUING SOUTH 88°26’27” EAST, ALONG SAID NORTH LINE, 10.00 FEET; **THENCE** SOUTH 01°12’31” WEST, LEAVING SAID NORTH LINE, 92.94 FEET; **THENCE** SOUTH 41°18’45” EAST, 21.50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WOODLAND STREET; **THENCE** NORTH 87°58’58” WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 13.75 FEET; **THENCE** NORTH 41°18’45” WEST, LEAVING SAID NORTH RIGHT OF WAY LINE, 15.96 FEET; **THENCE** NORTH 01°12’31” EAST, 96.89 FEET TO THE **POINT OF BEGINNING .** CONTAINING 1136 SQUARE FEET.

Note: The above described temporary construction easement shall terminate one year from the date a notice to proceed is issued by the City of Springfield for construction to begin, or upon the expiration of six months after completion and acceptance of the construction project by City of Springfield, whichever shall occur last.

Owner of Tract 2 (2800 South Fremont) is Culpepper Housing, LLC. Also, Leah Betts, Greene County Collector of Revenue, to the extent of any unpaid taxes.

<u>Tract #2:</u> (Culpepper Housing, LLC):

PERPETUAL STREET RIGHT-OF-WAY DESCRIBED AS FOLLOWS:
ALL THAT PART OF A TRACT OF LAND RECORDED IN BOOK 2015 AT PAGE 004106-15, BEING A PART OF LOT 9 OF MEADOR PARK PLAZA SUBDIVISION, RECORDED IN PLAT BOOK DD AT PAGE 85, GREENE COUNTY RECORDER’S OFFICE AND LYING IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 21 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9 SAID MEADOR PARK PLAZA SUBDIVISION; **THENCE** NORTH 01°08’05” EAST, ALONG THE EAST RIGHT OF WAY LINE OF FREMONT AVENUE, 98.84 FEET; **THENCE** NORTHEASTERLY 24.02 FEET ALONG SAID RIGHT OF WAY LINE AND A 15.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 46°59’55” EAST, 21.53 FEET TO THE SOUTH RIGHT OF WAY LINE OF WOODLAND STREET; **THENCE** SOUTH 87°54’36” EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 5.04 FEET; **THENCE** SOUTH 30°51’11” WEST, LEAVING SAID SOUTH RIGHT OF WAY LINE, 36.44 FEET; **THENCE** SOUTH 01°20’09” WEST, 71.27 FEET; **THENCE** SOUTH 19°49’25” EAST, 11.64 FEET TO THE SOUTH LINE OF SAID LOT 9; **THENCE** NORTH 88°31’06” WEST, ALONG SAID SOUTH LINE, 6.34 FEET TO THE **POINT OF BEGINNING .**
CONTAINING 527 SQUARE FEET.

PERPETUAL SIDEWALK EASEMENT DESCRIBED AS FOLLOWS:
ALL THAT PART OF A TRACT OF LAND RECORDED IN BOOK 2015 AT PAGE 004106-15, BEING A PART OF LOT 9 OF MEADOR PARK PLAZA SUBDIVISION,

RECORDED IN PLAT BOOK DD AT PAGE 85, GREENE COUNTY RECORDER'S OFFICE AND LYING IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 21 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9 SAID MEADOR PARK PLAZA SUBDIVISION; **THENCE** SOUTH 88°31'06" EAST, ALONG THE SOUTH LINE OF SAID LOT 9, 6.34 FEET; **THENCE** NORTH 19°49'25" WEST, LEAVING SAID SOUTH LINE, 1.19 FEET TO THE **POINT OF BEGINNING; THENCE** NORTH 19°49'25" WEST, 10.45 FEET; **THENCE** NORTH 01°20'09" EAST, 71.27 FEET; **THENCE** NORTH 30°51'11" EAST, 7.10 FEET; **THENCE** SOUTH 01°09'24" WEST, 87.19 FEET TO THE **POINT OF BEGINNING.**
CONTAINING 288 SQUARE FEET.

ALSO,

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:
ALL THAT PART OF A TRACT OF LAND RECORDED IN BOOK 2015 AT PAGE 004106-15, BEING A PART OF LOT 9 OF MEADOR PARK PLAZA SUBDIVISION, RECORDED IN PLAT BOOK DD AT PAGE 85, GREENE COUNTY RECORDER'S OFFICE AND LYING IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 21 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9 SAID MEADOR PARK PLAZA SUBDIVISION; **THENCE** SOUTH 88°31'06" EAST, ALONG THE SOUTH LINE OF SAID LOT 9, 6.34 FEET TO THE **POINT OF BEGINNING; THENCE** NORTH 19°49'25" WEST, LEAVING SAID SOUTH LINE, 1.19 FEET; **THENCE** NORTH 01°09'24" EAST, 87.19 FEET; **THENCE** NORTH 30°51'11" EAST, 29.34 FEET TO THE SOUTH RIGHT OF WAY LINE OF WOODLAND STREET; **THENCE** SOUTH 87°54'36" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 11.41 FEET; **THENCE** SOUTH 30°51'11" WEST, LEAVING SAID SOUTH RIGHT OF WAY LINE, 39.29 FEET; **THENCE** SOUTH 01°20'09" WEST, 66.77 FEET; **THENCE** SOUTH 19°49'25" EAST, 13.67 FEET TO THE SOUTH LINE OF SAID LOT 9; **THENCE** NORTH 88°31'06" WEST, ALONG SAID SOUTH LINE, 10.73 FEET TO THE **POINT OF BEGINNING.**
CONTAINING 907 SQUARE FEET.

Note: The above described temporary construction easement shall terminate one year from the date a notice to proceed is issued by the City of Springfield for construction to begin, or upon the expiration of six months after completion and acceptance of the construction project by City of Springfield, whichever shall occur last.

Owner of Tract 3 (2814 South Fremont) is F.M. Stores, LLC. Also, Leah Betts, Greene County Collector of Revenue, to the extent of any unpaid taxes.

Tract #3: (F.M. Stores, LLC):

PERPETUAL STREET RIGHT-OF-WAY DESCRIBED AS FOLLOWS:
ALL THAT PART OF A TRACT OF LAND RECORDED IN BOOK 2011 AT PAGE 012285-11, LYING IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 21 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9 OF MEADOR PARK PLAZA SUBDIVISION, RECORDED IN PLAT BOOK DD AT PAGE 85, GREENE COUNTY RECORDER'S OFFICE ; **THENCE** SOUTH 88°31'06" EAST, ALONG THE SOUTH LINE OF SAID LOT 9, 6.34 FEET; **THENCE** SOUTH 19°49'25" EAST, LEAVING SAID SOUTH LINE, 10.00 FEET; **THENCE** SOUTH 01°10'33" WEST, 45.51 FEET; **THENCE** NORTH 88°50'36" WEST, 4.00 FEET; **THENCE** SOUTH 00°18'14" EAST, 167.84 FEET; **THENCE** SOUTH 20°05'10" EAST, 29.37 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT RECORDED IN BOOK 2011 AT PAGE 012285-11; **THENCE** NORTH 88°30'40" WEST, ALONG SAID SOUTH LINE, 22.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF FREMONT AVENUE; **THENCE** NORTH 01°05'03" EAST, ALONG SAID EAST RIGHT OF WAY LINE, 249.92 FEET; **THENCE** SOUTH 88°31'06" EAST, 1.49 FEET TO THE **POINT OF BEGINNING .**
CONTAINING 2637 SQUARE FEET.

PERPETUAL TRAFFIC CONTROL EASEMENT DESCRIBED AS FOLLOWS:
ALL THAT PART OF A TRACT OF LAND RECORDED IN BOOK 2011 AT PAGE 012285-11, LYING IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 21 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9 OF MEADOR PARK PLAZA SUBDIVISION, RECORDED IN PLAT BOOK DD AT PAGE 85, GREENE COUNTY RECORDER'S OFFICE ; **THENCE** SOUTH 88°31'06" EAST, ALONG THE SOUTH LINE OF SAID LOT 9, 6.34 FEET; **THENCE** SOUTH 19°49'25" EAST, 10.00 FEET; **THENCE** SOUTH 01°10'00" WEST, LEAVING SAID SOUTH LINE, 45.51 FEET; **THENCE** NORTH 88°50'36" WEST, 4.00 FEET; **THENCE** SOUTH 00°18'14" EAST, 167.84 FEET FOR A **POINT OF BEGINNING; THENCE** SOUTH 53°48'18" EAST, 29.45 FEET; **THENCE** SOUTH 04°24'54" EAST, 18.69 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT RECORDED IN BOOK 2011 AT PAGE 012285-11; **THENCE** NORTH 88°30'40" WEST, ALONG SAID SOUTH LINE, 15.08 FEET; **THENCE** NORTH 20°05'10" WEST, 29.37 FEET; **THENCE** NORTH 00°18'14" WEST, 8.05 FEET TO THE **POINT OF BEGINNING .**
CONTAINING 516 SQUARE FEET.

ALSO,

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:
ALL THAT PART OF A TRACT OF LAND RECORDED IN BOOK 2011 AT PAGE 012285-11, LYING IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 21 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9 OF MEADOR PARK PLAZA SUBDIVISION, RECORDED IN PLAT BOOK DD AT PAGE 85, GREENE COUNTY RECORDER'S OFFICE ; **THENCE** SOUTH 88°31'06" EAST, ALONG THE SOUTH LINE OF SAID LOT 9, 6.34 FEET TO THE **POINT OF BEGINNING; THENCE** CONTINUING SOUTH 88°31'06" EAST, ALONG SAID SOUTH LINE, 33.58 FEET; **THENCE** SOUTH 01°10'00" WEST, LEAVING SAID SOUTH LINE, 54.65 FEET; **THENCE** NORTH 88°50'36" WEST, 27.62 FEET; **THENCE** SOUTH 01°18'56" WEST, 161.04 FEET; **THENCE** NORTH 53°48'18" WEST, 2.27 FEET; **THENCE** NORTH 00°18'14" WEST, 159.79 FEET; **THENCE** SOUTH 88°50'36" EAST, 4.00 FEET; **THENCE** NORTH 01°10'00" EAST, 45.51 FEET; **THENCE** NORTH 19°49'25" WEST, 10.00 FEET TO THE **POINT OF BEGINNING.**
CONTAINING 2318 SQUARE FEET.

Note: The above described temporary construction easement shall terminate one year from the date a notice to proceed is issued by the City of Springfield for construction to begin, or upon the expiration of six months after completion and acceptance of the construction project by City of Springfield, whichever shall occur last.

Owner of Tract 4 (2900 South Fremont) is Debco Properties, LLC. Also, Leah Betts, Greene County Collector of Revenue, to the extent of any unpaid taxes.

<u>Tract #4:</u> (Debco Properties, LLC):

PERPETUAL STREET RIGHT-OF-WAY DESCRIBED AS FOLLOWS:
ALL THAT PART OF A TRACT OF LAND RECORDED IN BOOK 2009 AT PAGE 037530-09 AND LYING IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 21 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9 OF MEADOR PARK PLAZA, RECORDED IN PLAT BOOK DD AT PAGE 85, GREENE COUNTY RECORDER'S OFFICE; **THENCE** NORTH 88°31'06" WEST, ALONG THE EAST RIGHT OF WAY LINE OF FREMONT AVENUE, 1.49 FEET; **THENCE** SOUTH 01°05'03" WEST, ALONG THE EAST RIGHT OF WAY LINE OF FREMONT AVENUE,

628.77 FEET TO THE **POINT OF BEGINNING; THENCE** SOUTH 88°34’05” EAST, LEAVING SAID EAST RIGHT OF WAY LINE, 14.00 FEET; **THENCE** SOUTH 01°05’03” WEST, 69.37 FEET; **THENCE** SOUTH 88°54’57” EAST, 6.00 FEET; **THENCE** SOUTH 01°05’03” WEST, 44.88 FEET; **THENCE** NORTH 88°54’57” WEST, 6.00 FEET; **THENCE** SOUTH 01°05’03” WEST, 105.02 FEET; **THENCE** NORTH 88°23’17” WEST, 14.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF FREMONT AVENUE; **THENCE** NORTH 01°05’03” EAST, ALONG SAID EAST RIGHT OF WAY LINE, 219.23 FEET TO THE **POINT OF BEGINNING.**
CONTAINING 3339 SQUARE FEET.

ALSO,

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:
ALL THAT PART OF A TRACT OF LAND RECORDED IN BOOK 2009 AT PAGE 037530-09 AND LYING IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 21 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9 OF MEADOR PARK PLAZA, RECORDED IN PLAT BOOK DD AT PAGE 85, GREENE COUNTY RECORDER’S OFFICE; **THENCE** NORTH 88°31’06” WEST, ALONG THE EAST RIGHT OF WAY LINE OF FREMONT AVENUE, 1.49 FEET; **THENCE** SOUTH 01°05’03” WEST, ALONG THE EAST RIGHT OF WAY LINE OF FREMONT AVENUE, 628.77 FEET; **THENCE** SOUTH 88°34’05” EAST, LEAVING SAID EAST RIGHT OF WAY LINE, 14.00 FEET TO THE **POINT OF BEGINNING; THENCE** CONTINUING SOUTH 88°34’05” EAST, 10.00 FEET; **THENCE** SOUTH 01°05’03” WEST, 59.31 FEET; **THENCE** SOUTH 88°54’57” EAST, 6.00 FEET; **THENCE** SOUTH 01°05’03” WEST, 64.88 FEET; **THENCE** NORTH 88°54’57” WEST, 6.00 FEET; **THENCE** SOUTH 01°05’03” WEST, 95.01 FEET; **THENCE** NORTH 88°58’52” WEST, 10.00 FEET; **THENCE** NORTH 01°05’03” EAST, 105.02 FEET; **THENCE** SOUTH 88°54’57” EAST, 6.00 FEET; **THENCE** NORTH 01°05’03” EAST, 44.88 FEET; **THENCE** NORTH 88°54’57” WEST, 6.00 FEET; **THENCE** NORTH 01°05’03” EAST, 69.37 TO THE **POINT OF BEGINNING.**
CONTAINING 2312 SQUARE FEET.

Note: The above described temporary construction easement shall terminate one year from the date a notice to proceed is issued by the City of Springfield for construction to begin, or upon the expiration of six months after completion and acceptance of the construction project by City of Springfield, whichever shall occur last.

Owner of Tract 5 (1415 East Battlefield) is Morris Corners, LLC. Also, Leah Betts, Greene County Collector of Revenue, to the extent of any unpaid taxes.

Tract #5: (Morris Corners, LLC):

PERPETUAL STREET RIGHT-OF-WAY DESCRIBED AS FOLLOWS:
ALL THAT PART OF A TRACT OF LAND RECORDED IN BOOK 2003 AT PAGE 085618-03 AND LYING IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 21 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9 OF MEADOR PARK PLAZA, RECORDED IN PLAT BOOK DD AT PAGE 85, GREENE COUNTY RECORDER'S OFFICE; **THENCE** NORTH 88°31'06" WEST, ALONG THE EAST RIGHT OF WAY LINE OF FREMONT AVENUE, 1.49 FEET; **THENCE** SOUTH 01°05'03" WEST, ALONG THE EAST RIGHT OF WAY LINE OF FREMONT AVENUE, 848.01 FEET TO THE **POINT OF BEGINNING (A); THENCE** SOUTH 88°23'17" EAST, LEAVING SAID EAST RIGHT OF WAY LINE, 14.00 FEET; **THENCE** SOUTH 01°05'03" WEST, 82.77 FEET; **THENCE** SOUTH 88°54'57" EAST, 6.00 FEET; **THENCE** SOUTH 01°05'03" WEST, 51.35 FEET; **THENCE** NORTH 88°54'57" WEST, 6.00 FEET; **THENCE** SOUTH 01°05'03" WEST, 310.97 FEET; **THENCE** SOUTH 06°30'12"EAST, 15.64 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FREMONT AVENUE; **THENCE** NORTH 43°40'05" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 15.69 FEET; **THENCE** NORTH 88°54'57" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 5.02 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF FREMONT AVENUE; **THENCE** NORTH 01°05'03" EAST, ALONG SAID EAST RIGHT OF WAY LINE, 449.58 FEET TO THE **POINT OF BEGINNING (A).**

ALSO,

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9 OF MEADOR PARK PLAZA, RECORDED IN PLAT BOOK DD AT PAGE 85, GREENE COUNTY RECORDER'S OFFICE; **THENCE** NORTH 88°31'06" WEST, ALONG THE EAST RIGHT OF WAY LINE OF FREMONT AVENUE, 1.49 FEET; **THENCE** SOUTH 01°05'03" WEST, ALONG THE EAST RIGHT OF WAY LINE OF FREMONT AVENUE, 1297.59 FEET; **THENCE** SOUTH 88°54'57" EAST, ALONG SAID EAST RIGHT OF WAY, 5.02 FEET; **THENCE** SOUTH 43°40'05" EAST, ALONG SAID EAST RIGHT OF WAY LINE, 108.10 FEET TO THE **POINT OF BEGINNING (B); THENCE** SOUTH 71°10'14" EAST, 73.94 FEET; **THENCE** SOUTH 88°14'43" EAST, 129.40 FEET; **THENCE** SOUTH 86°14'04" EAST, 39.04 FEET; **THENCE** SOUTH 88°10'30" EAST, 59.67 FEET; **THENCE** SOUTH 01°03'08" WEST, 1.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BATTLEFIELD ROAD; **THENCE** NORTH 88°10''30" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 274.61 FEET; **THENCE** NORTH 43°40'05" WEST, 33.93 FEET TO THE **POINT OF BEGINNING (B).**
CONTAINING 7700 SQUARE FEET.

ALSO,

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:
ALL THAT PART OF A TRACT OF LAND RECORDED IN BOOK 2003 AT PAGE 085618-03 AND LYING IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 21 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9 OF MEADOR PARK PLAZA, RECORDED IN PLAT BOOK DD AT PAGE 85, GREENE COUNTY RECORDER'S OFFICE; **THENCE** NORTH 88°31'06" WEST, ALONG THE EAST RIGHT OF WAY LINE OF FREMONT AVENUE, 1.49 FEET; **THENCE** SOUTH 01°05'03" WEST, ALONG THE EAST RIGHT OF WAY LINE OF FREMONT AVENUE, 848.01 FEET; **THENCE** SOUTH 88°23'17" EAST, LEAVING SAID EAST RIGHT OF WAY LINE, 14.00 FEET TO THE **POINT OF BEGINNING; THENCE** CONTINUING SOUTH 88°23'17" EAST, 5.00 FEET; **THENCE** SOUTH 01°05'03" WEST, 62.72 FEET; **THENCE** SOUTH 88°54'57" EAST, 21.00 FEET; **THENCE** SOUTH 01°05'03" WEST, 91.35 FEET; **THENCE** NORTH 88°54'57" WEST, 21.00 FEET; **THENCE** SOUTH 01°05'03" WEST, 172.43 FEET; **THENCE** SOUTH 88°54'57" EAST, 26.89 FEET; **THENCE** SOIUTH 01°05'03" WEST, 125.64 FEET; **THENCE** SOUTH 48°07'06" EAST, 140.03 FEET; **THENCE** SOUTH 88°14'43" EAST, 128.74 FEET; **THENCE** SOUTH 86°14'04" EAST, 30.87 FEET; **THENCE** NORTH 01°49'30" EAST, 20.52 FEET; **THENCE** SOUTH 88°10'30" EAST, 67.41 FEET; **THENCE** SOUTH 01°03'08" WEST, 25.80 FEET; **THENCE** NORTH 88°10'30" WEST, 59.67 FEET; **THENCE** NORTH 86°14'04" WEST, 39.04 FEET; **THENCE** NORTH 88°14'43" WEST, 129.40 FEET; **THENCE** NORTH 71°10'14" WEST, 73.94 FEET; **THENCE** NORTH 43°40'05" WEST, 92.41 FEET; **THENCE** NORTH 06°30'12" WEST, 15.64 FEET; **THENCE** NORTH 01°05'03" EAST, 310.97 FEET; **THENCE** SOUTH 88°54'57" EAST, 6.00 FEET; **THENCE** NORTH 01°05'03" EAST, 51.35 FEET; **THENCE** NORTH 88°54'57" WEST, 6.00 FEET; **THENCE** NORTH 01°05'03" EAST, 82.77 FEET TO THE **POINT OF BEGINNING.**
CONTAINING 13,667 SQUARE FEET.

Note: The above described temporary construction easement shall terminate one year from the date a notice to proceed is issued by the City of Springfield for construction to begin, or upon the expiration of six months after completion and acceptance of the construction project by City of Springfield, whichever shall occur last.

Section 2 – City Council hereby finds and declares that the Battlefield Road and Fremont Avenue Intersection Improvement and Fremont Avenue Widening (Battlefield Road to Sunset Street) Project, identified as project #2013PW0019T, serves a legitimate public purpose as it includes needed improvements to the City's transportation infrastructure.

Section 3 – The City Attorney, or her designee, is hereby authorized to proceed immediately with condemnation proceedings against the above described properties as

authorized by Article II, Sections 2.16(3), (7) and (10), and Article XIX, Section 19.18 of the City Charter; and the officers of the City are further authorized to exercise any and all powers necessary to carry out the terms of this Ordinance.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-122

FILED: 05-14-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Declaring the necessity of condemning rights-of-way over, under, and through the following properties generally located near Battlefield and Fremont: 1417 East Woodland Street, 2800 South Fremont Avenue, 2814 South Fremont Avenue, 2900 South Fremont Avenue, and 1415 East Battlefield Road in the City of Springfield, Missouri; authorizing certain officers, or their designees, to do all things necessary to carry out the terms of this Ordinance for the purpose of completing the Battlefield Road and Fremont Avenue Intersection Improvement and Fremont Avenue Widening (Battlefield Road to Sunset Street) Project #2013PW0019T funded through the ¼-Cent Capital Improvement Sales Tax.

BACKGROUND INFORMATION: The right(s)-of-way are necessary for constructing and maintaining a public street, and for the relocation, construction, maintenance, and operation of gas, water, electric, telephone, fiber optic, and communications utilities, including necessary fixtures and appurtenances for the Battlefield Road and Fremont Avenue Intersection Improvement and Fremont Avenue Widening (Battlefield Road to Sunset Street) Project #2013PW0019T. The project is funded through the ¼-Cent Capital Improvement Sales Tax.

This project will provide improvements to upgrade the traffic signals at the intersections of Battlefield Road and Fremont Avenue and of Fremont Avenue and the west mall entrance; additional turn-lanes on Battlefield Road, an additional north bound lane on Fremont Avenue, Americans with Disabilities Act ("ADA") compliant sidewalks, a multi-use trail and storm water improvements.

City right-of-way staff have been able to reach agreements regarding the necessary rights-of-way from seven (7) out of twelve (12) properties. This Ordinance allows the Law Department to begin condemnation proceedings regarding the remaining properties shown in "Exhibits A, B, C, D, and E."

Negotiations are continuing with the remaining property owners to obtain the necessary right(s)-of-way, and we are hopeful to reach agreements soon. To keep this project on schedule for a January 2020 bidding, it is necessary to gain this approval now. Should settlements be reached with the remaining property owners, condemnation will not be pursued.

Supports the following City Council Priorities:

- Public safety
- Economic vitality
- Fiscal sustainability

REMARKS: The Public Works Department recommends passage of this Council bill.

Submitted by:

Martin Gugel, Assistant Director of Public Works

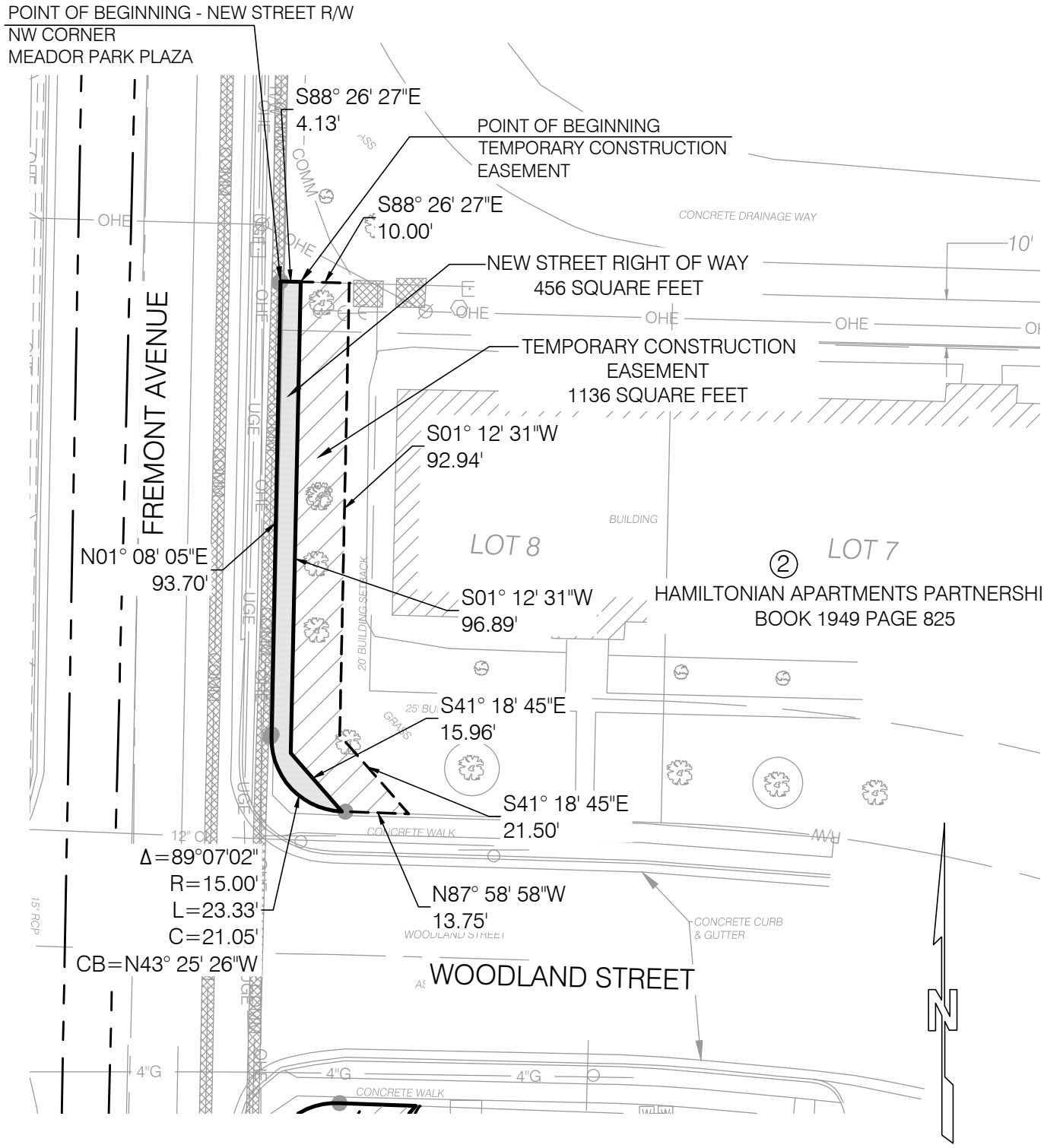
Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

Exhibit A



THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF NEW STREET RIGHT OF WAY AND A TEMPORARY CONSTRUCTION EASEMENT IT SHOULD NOT BE USED TO LOCATE PROPERTY LINES AND DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

MISSOURI COORDINATE SYSTEM
1983 CENTRAL ZONE
SCALE 1"=30'
7-18-18 REVISION

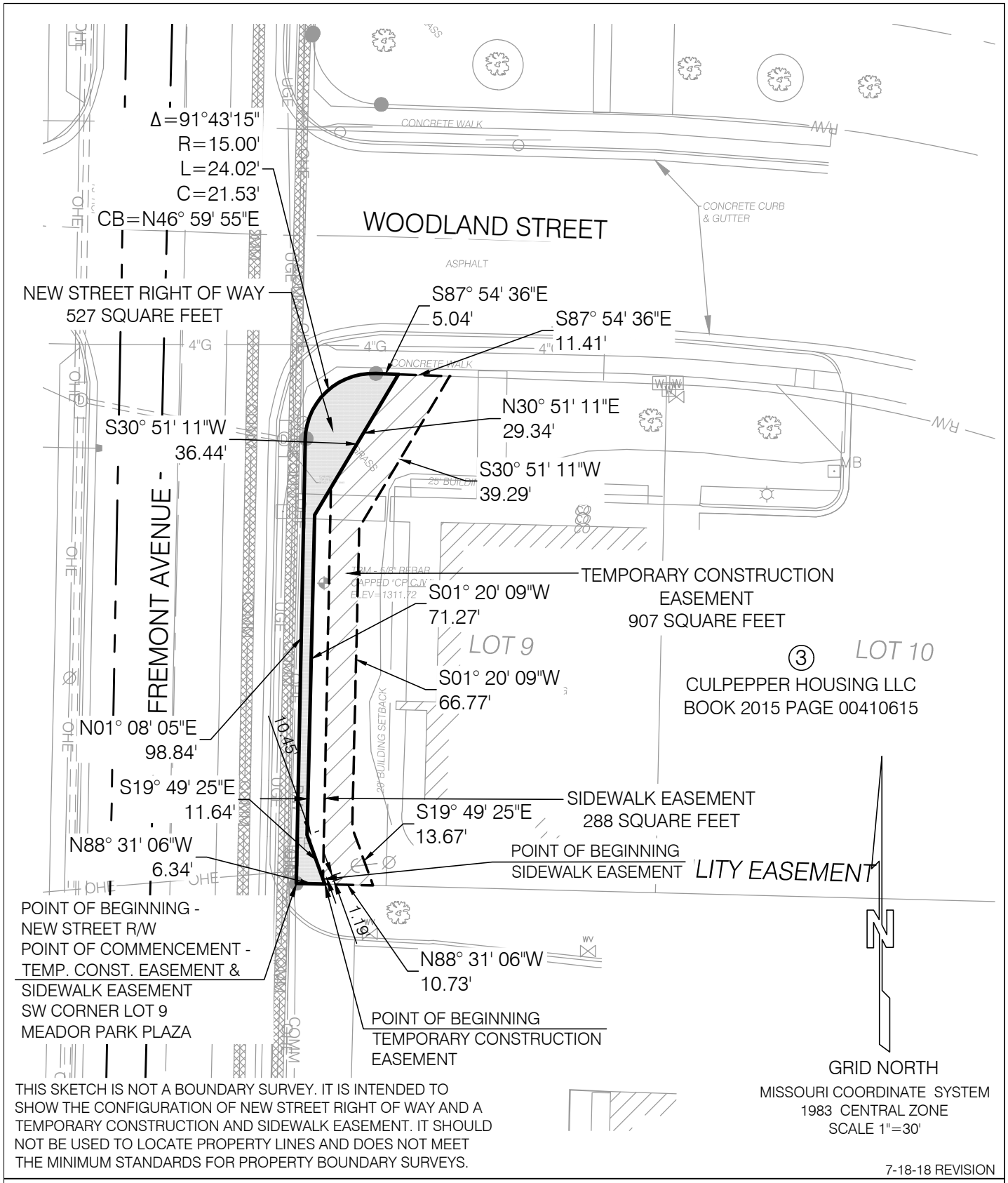
HAMILTONIAN APARTMENTS PARTNERSHIP
NEW STREET RIGHT OF WAY/TEMPORARY CONSTRUCTION EASEMENT
FREMONT AVENUE
& PART OF THE NW 1/4 OF S 6, T 28 N, R 21 W
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

5051 S. National Avenue
Springfield, MO 65810
Tel: 417.889.3400
Fax: 417.889.3402

CJW Transportation Consultants, L.L.C.
www.GoCJW.com

CJW PROJECT No. 1273

Exhibit B



THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF NEW STREET RIGHT OF WAY AND A TEMPORARY CONSTRUCTION AND SIDEWALK EASEMENT. IT SHOULD NOT BE USED TO LOCATE PROPERTY LINES AND DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

7-18-18 REVISION

5051 S. National Avenue
Suite 7A
Springfield, MO 65810
Tel: 417.889.3400
Fax: 417.889.3402

CULPEPPER HOUSING LLC

NEW ST. R.O.W/TEMP CONSTRUCTION AND SIDEWALK EASEMENT

FREMONT AVENUE

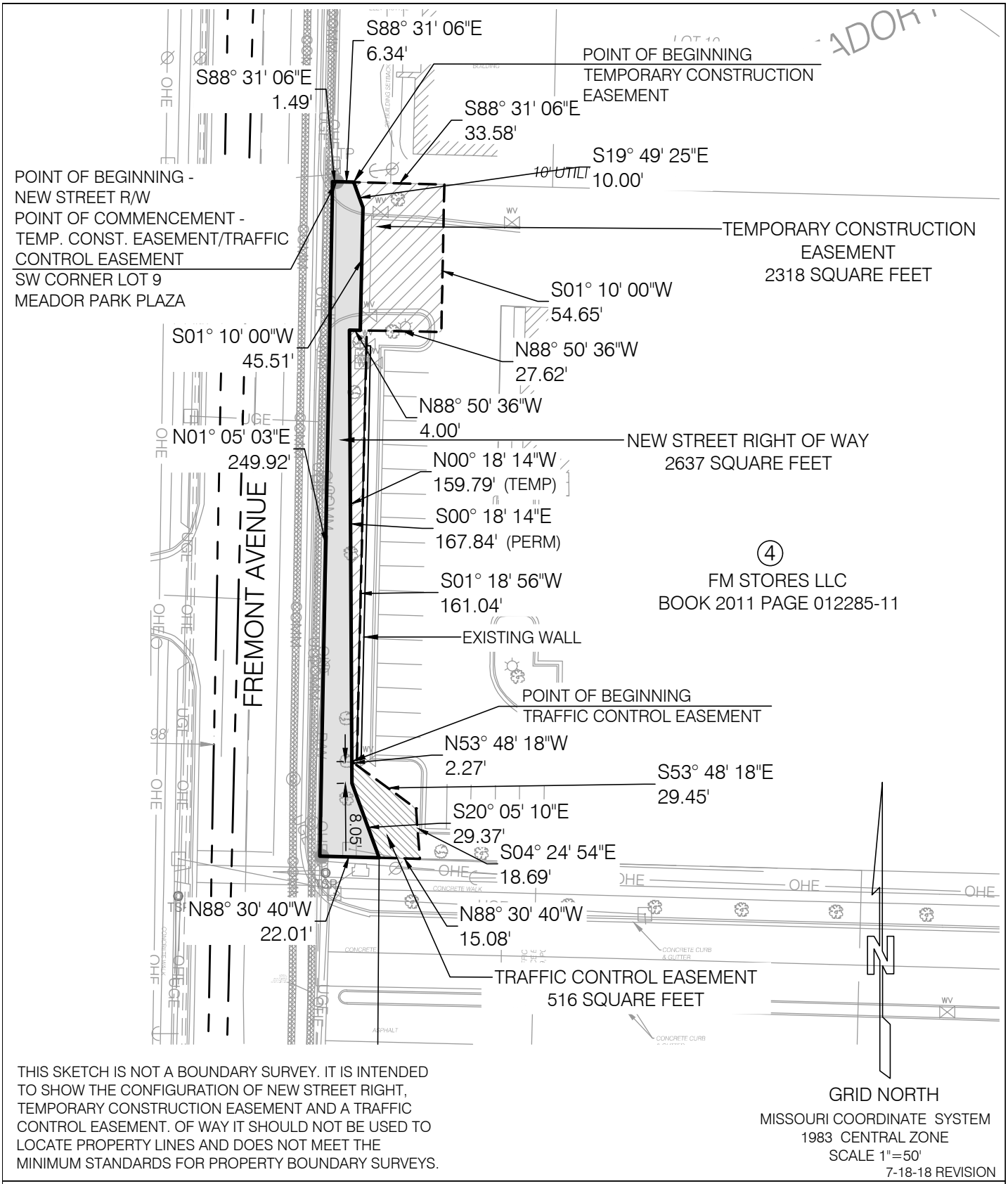
& PART OF THE NW 1/4 OF S 6, T 28 N, R 21 W

CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

CJW Transportation Consultants, L.L.C.
www.GoCJW.com

CJW PROJECT No. 1273

Exhibit C



THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF NEW STREET RIGHT, TEMPORARY CONSTRUCTION EASEMENT AND A TRAFFIC CONTROL EASEMENT. OF WAY IT SHOULD NOT BE USED TO LOCATE PROPERTY LINES AND DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

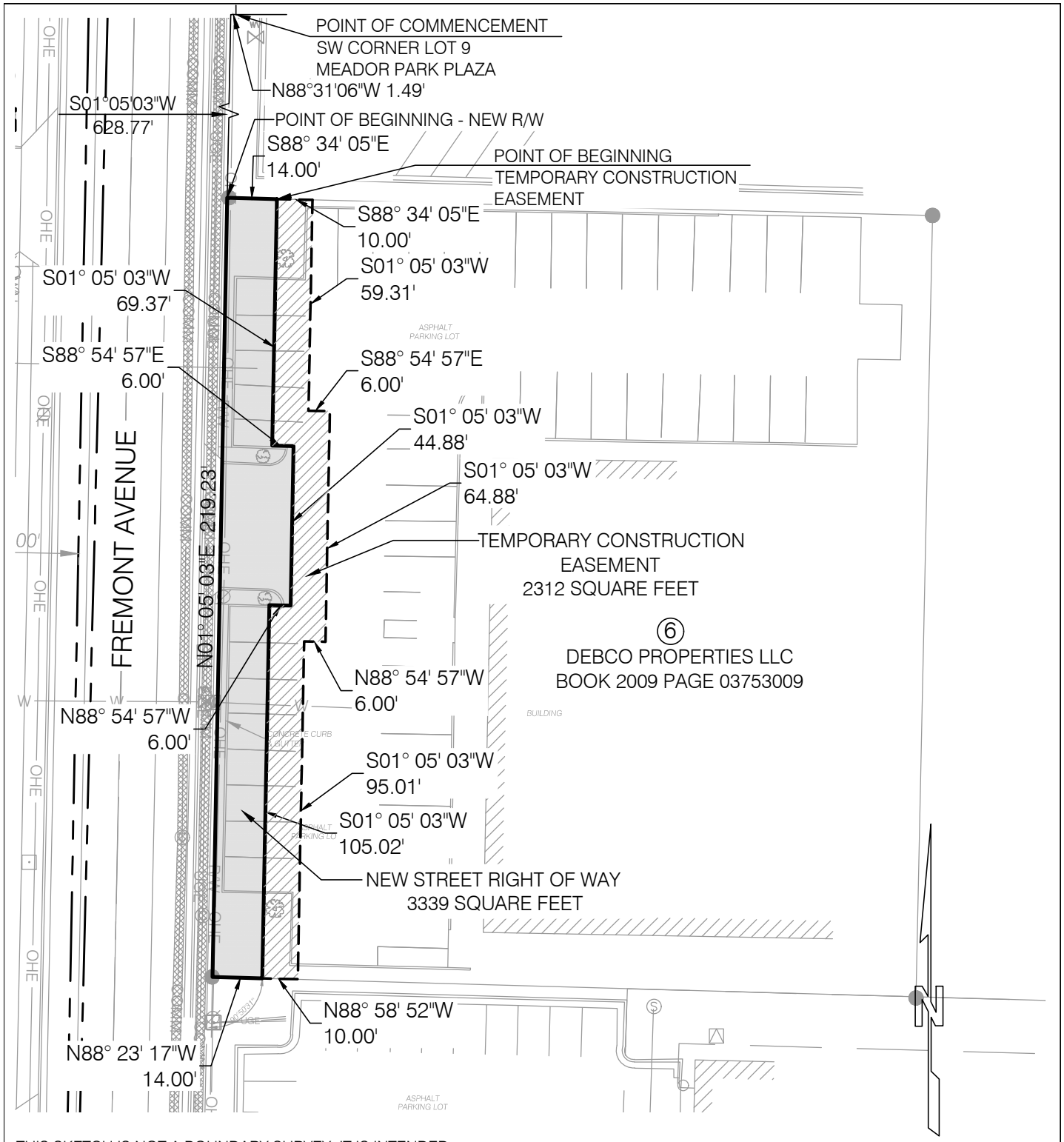
F.M STORES LLC
NEW STREET RIGHT OF WAY/
TEMPORARY CONSTRUCTION EASEMENT/TRAFFIC CONTROL EASEMENT
FREMONT AVENUE
& PART OF THE NW 1/4 OF S 6, T 28 N, R 21 W
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

5051 S. National Avenue
Springfield, MO 65810
Tel: 417.889.3400
Fax: 417.889.3402

CJW Transportation Consultants, L.L.C.
www.GoCJW.com

CJW PROJECT No. 1273

Exhibit D



THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF NEW STREET RIGHT OF WAY IT SHOULD NOT BE USED TO LOCATE PROPERTY LINES AND DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

DEBCO PROPERTIES, LLC

NEW STREET RIGHT OF WAY/ TEMPORARY CONSTRUCTION EASEMENT

FREMONT AVENUE

& PART OF THE NW 1/4 OF S 6, T 28 N, R 21 W

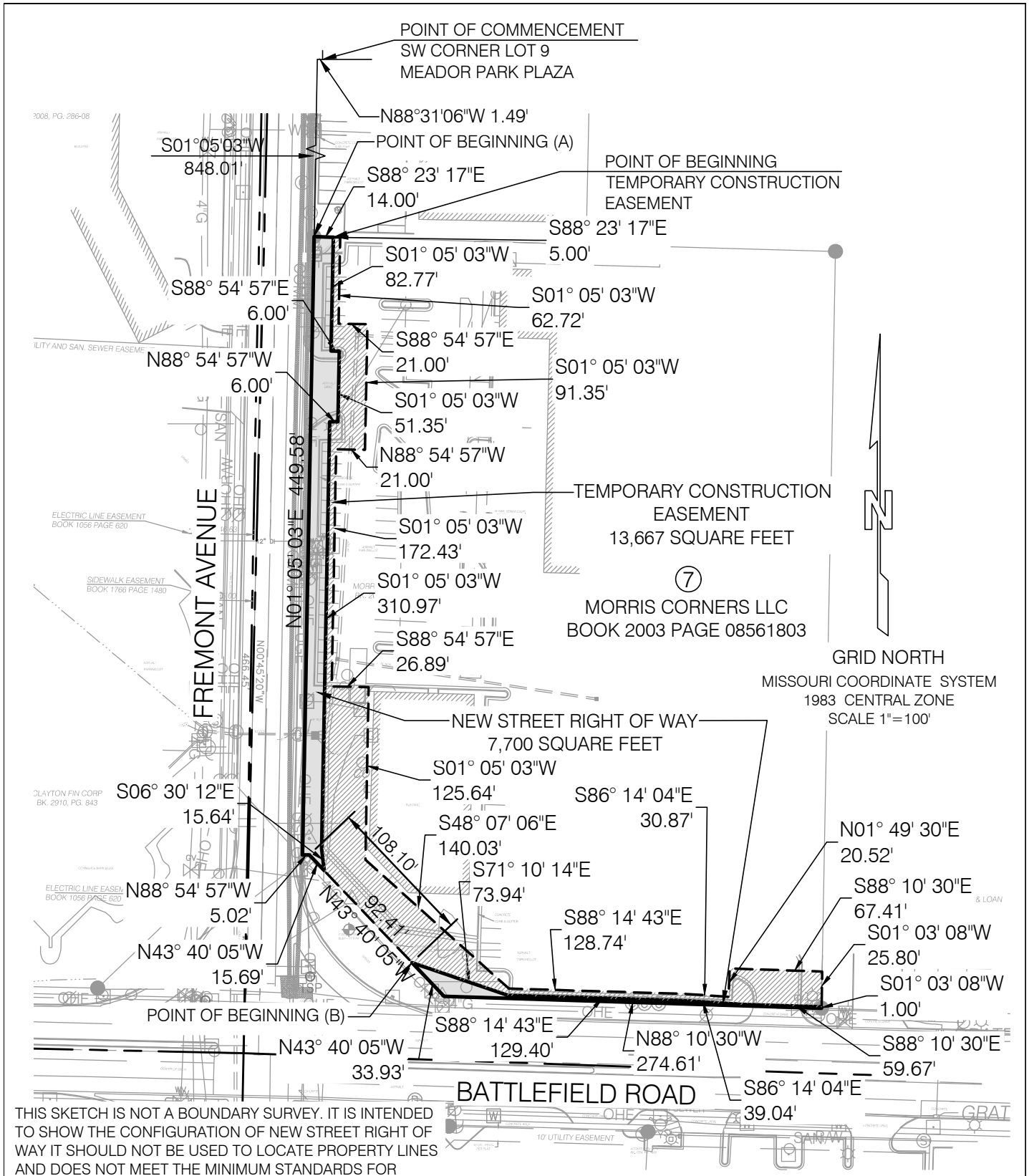
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

5051 S. National Avenue
Springfield, MO 65810
Tel: 417.889.3400
Fax: 417.889.3402

CJW Transportation Consultants, L.L.C.
www.GoCJW.com

CJW PROJECT No. 1273

Exhibit E



THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF NEW STREET RIGHT OF WAY IT SHOULD NOT BE USED TO LOCATE PROPERTY LINES AND DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

MORRIS CORNERS, LLC

NEW STREET RIGHT OF WAY/TEMPORARY CONSTRUCTION EASEMENT

FREMONT AVENUE-BATTLEFIELD ROAD

& PART OF THE NW 1/4 OF S 6, T 28 N, R 21 W

CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

5051 S. National Avenue
Springfield, MO 65810
Tel: 417.889.3400
Fax: 417.889.3402

CJW Transportation Consultants, L.L.C.
www.GoCJW.com

CJW PROJECT No. 1273

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed 05-14-19

Sponsored by Ferguson

First Reading _____ Second Reading _____

COUNCIL BILL 2019- 123 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a contract for the purchase of land generally located at 1824 West College Street, for the purpose of constructing Fire Station 13, and to execute all necessary documents in support thereof. (Planning and Zoning Commission approved this Request to Acquire, and staff recommends approval.)

_____

WHEREAS, the City has identified a need to improve fire safety and response times in the "West-Central" area of the City; and

WHEREAS, the City has authorized funds for this acquisition by passage of Special Ordinance 26985 on December 19, 2017, and amended the City's budget at that time; and

WHEREAS, the Planning and Zoning Commission reviewed this matter and approved proceeding on December 6, 2018.

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, said contract to be substantially in the form and content as that document attached hereto and incorporated herein by this reference as "Exhibit 1," to purchase the properties generally located at 1824 West College Street for the purpose of constructing Fire Station 13, and to do all things necessary to carry out the terms of the contract, including executing all necessary documents, provided the form of the documents are approved by the City Attorney.

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 - 123

FILED: 05-14-19

ORIGINATING DEPARTMENT: Fire

PURPOSE: Authorizing the City Manager, or his designee, to enter into a contract for the purchase of land generally located at 1824 West College Street, for the purpose of constructing Fire Station 13, and to execute all necessary documents in support thereof. (Planning and Zoning Commission approved this Request to Acquire, and staff recommends approval.)

BACKGROUND INFORMATION: The Fire Department has a need for the addition of a fire station in the "west-central" area of the City, as has been documented through the analysis of the standards of cover of the Insurance Services Office ("ISO") and the Center for Public Safety Excellence.

In November 2018, an offer to acquire the property located at 1824 West College Street was made for the purposes of the addition of a new Fire Station 13. An application for a request to acquire was referred to the Planning and Zoning Commission in November, receiving unanimous approval by the Commission on December 6, 2018 ("Exhibit 2).

The price for acquisition of the property is $67,500 and is being funded by the Level Property Tax.

REMARKS: The budget required for the addition of Fire Station 13 was approved by voters as a component of the Level Property Tax on the ballot in November 2017. The construction of the station is scheduled to begin in 2020. Acquisition of the property will allow for the architectural design and site improvements to begin in advance of this project. A lot combination for the properties located at 1824, 1900 and 1904 West College will take place once acquisition is complete.

Submitted by:

David Pennington, Fire Chief

Approved by:

Jason Gage, City Manager

2019-0058

Exhibit 1

CONTRACT FOR SALE OF REAL ESTATE

This contract ("Agreement") is made by and between Gale Stanley and James Stanley, wife and husband ("Sellers"); and the City of Springfield, Missouri, a municipal corporation, ("Buyer"), effective as of the date of the last party to sign the Agreement, hereinafter referred to as "Effective Date."

1. PURCHASE AND PRICE. The price for the sale of the property is amount of Sixty-Seven Thousand Five Hundred and 00/100 Dollars ($67,500.00) and other valuable consideration as set forth in this Agreement.

2. PROPERTY. Buyer has offered to buy and the Seller is willing to sell, on the terms and conditions set forth herein, the real estate, improvements, and fixtures generally located at 1824 West College Street, in Springfield, Greene County, Missouri more particularly identified on Exhibit A, (hereinafter described as the "Property") by general warranty deed, free and clear from any liens and encumbrances created by Seller, subject to recorded setback lines and easements, and subject to the terms and conditions set forth herein.

3. CONTINGENCIES. This Agreement and obligation to purchase the Property is subject to the following contingencies, and Buyer may elect to declare this Agreement null and void prior to the closing without any obligation or liability to Seller in the event that:

a. the Planning and Zoning Commission of the City of Springfield, Missouri, does not approve the Buyer's purchase of the Property pursuant to requirements of the City of Springfield City Charter;

b. a survey or inspection of the Property by Buyer discloses encroachments, violations of subdivision rules or covenants, 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 Buyer;

c. 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 Buyer;

d. the purchase of the Property is not approved by the Springfield City Council, in their sole discretion.

e. Completion of Phase I, and if needed any additional environmental

assessments are conducted on the Property and such assessments are not acceptable to Buyer.

f. Acceptable findings (at the sole discretion of the Buyer) upon completion of a Phase II Environmental Survey and additional cost estimate; If the findings indicate contamination the Buyer shall have the option to declare this agreement null and void without obligation to the Seller except as to expenses assumed by the Buyer, or accept the findings without change to the agreement and proceed to conclusion, or reduce the offer herein to reflect the cost of cleanup. Should the Buyer elect to reduce the offer based on the cost assessment the Seller has the option either electing to perform the clean-up or may declare this contract null and void with no further obligations or damages between the parties.

g. Buyers acceptance of Title Commitment Requirements and Exceptions provided by Meridian Title and subject to issuance of ALTA Owner Title Policy to include survey.

h. Seller has removed all personal property from the premise.

4. DEFINITION OF HAZARDOUS SUBSTANCE. As used herein, "Hazardous Substance" shall mean any substance: (1) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; (2) which is hereafter defined as a "hazardous waste," "hazardous substance," "hazardous material," "pollutant," or "contaminant" (whether harmful or not) under any federal, state, or local statute, regulation, rule or ordinance, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sections 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq.); (3) which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department or instrumentality of the United States, the State of Missouri, or any political subdivision thereof; and (4) without limitation, which consists of or contains petroleum, natural gas, and/or their components and distillates. For the purposes of this definition, asbestos and Lead Based Paint are not included as they are treated separately hereunder.

5. SELLER'S REPRESENTATIONS. Seller represents to Buyer, as follows:

a. Seller has not placed any underground tanks, hazardous substances, or dumpsites on the Property during their ownership of the Property. Seller shall make available to Buyer all environmental assessments and reports concerning the Property in their possession.

b. If the Property is subject to any real estate listing agreement or other agreement providing for a real estate commission, the Seller is responsible for the cost and payment of all such commissions in connection with this Agreement.

c. There have been no unpaid improvements or other work performed in connection with the Property by Seller that would give rise to the filing of any mechanics' liens against the Property.

d. The Seller has full authority to enter into this Agreement; and the Property is not subject to any options, contracts of sale, leases, or Deeds of Trust except one held by James Fossard, trustee for Ned Donald Wilcox and Rebecca Susan Wilcox recorded Book 2005, Page 36830-05, dated 4-29-2005 and assigned to the Wilcox or other rights in favor of third parties.

e. There are no legal proceedings pending which involve the Property to the knowledge of Seller.

f. These representations are continuing and will be true at closing unless Seller has given the Buyer notice of the contrary in writing prior to the closing.

6. ADDITIONAL TERMS AND CONDITIONS.

a. Seller and Buyer acknowledge and agree that Buyer's acquisition of the Property is being made in a voluntary, arms' length manner and that the consideration paid by buyer to Seller set forth in Paragraph I represents the fair market value for the Property.

b. Seller acknowledges that the Property of 1824 West College is being voluntarily sold, under no compulsion and should not eligible for any relocation benefits under Federal, State or local law.

c. A Phase I and Phase II Environmental Assessment conducted on the Property will be at Buyer's expense.

d. The Buyer will arrange for and pay for an appraisal of the Property to be completed before closing.

e. The Buyer will arrange for and pay for a survey of the Property to be completed before closing.

f. Buyer has not engaged the services of a licensed real estate agent and will not pay any commission.

7. CLOSING AND POSSESSION.

a. The "Closing" is the recording of the Seller's general warranty deed and the payment of the purchase price by the Buyer, which shall occur no later than thirty (30) days from the date that all contingencies have been

satisfied at the location specified below, or if such day falls upon a Saturday, Sunday or legal holiday, on the next immediate following day not such a weekend day or holiday, or on another date and at a time mutually agreeable to the parties; provided that all contingencies and conditions herein have been satisfied or waived in writing and there is a title insurance commitment showing merchantable title in the Seller, unless otherwise mutually agreed to by the Seller and Buyer. The Seller acknowledges that proceeds will not be disbursed until the deed has been recorded.

b. Buyer shall take possession of the Property at the closing.

c. Closing shall take place at Meridian Title Company, once Buyer has satisfied itself that all contingencies or conditions contained in this Agreement have been satisfied or waived by Buyer in writing.

d. Buyer shall pay all closing costs, other than those identified in this Agreement to be paid by the Seller.

8. CLOSING PROCEDURES. Necessary title information will be ordered by the Buyer within ten (10) days of the Effective Date. The Buyer, at its cost, shall obtain a commitment to insure title in the amount of the purchase price through a title insurance company acceptable to the Buyer, which is authorized to insure titles in the State of Missouri.

The commitment shall show merchantable title in the Seller in accordance with the Title Examination Standards of the Missouri Bar, subject only to any deed of trust, lien or other encumbrances which can be satisfied from the proceeds of the sale; setback lines, standard utility easements of record as of the Effective Date, and the lien of current year's taxes. The Buyer may obtain a survey of the Property, the cost of which shall be paid by the Buyer.

The Buyer may, at Buyer's expense, have the title commitment examined; and, if applicable, the Buyer shall provide to the Seller in writing any valid objections to title and survey prior to the Closing Date, and the Seller, at its sole option, shall make reasonable efforts 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 Buyer may waive any objections and close, or elect to terminate the Agreement. At the Closing, the Seller shall deliver the general warranty deed,*(if not already deposited in Escrow)* along with all other documents reasonably necessary to complete the close and which the title company requires in order to issue the title insurance policy; and the Buyer shall deliver its check sufficient to satisfy the Buyer's payment obligations *(if not already deposited in Escrow)* and all other documents necessary to complete the Closing. All closing

costs will be paid by the Buyer. The Sellers will warrant at Closing there are no unpaid bills for improvements within twelve (12) months prior to Closing and that the Seller has no knowledge of proposed improvements to be paid for by special assessment or fee.

9. ESCROW. The parties may choose to open Escrow for the deposit of documents, deeds, conveyances and purchase funds. If so the parties will execute a separate escrow agreement, subject to all conditions, terms and contingencies set forth herein.

10. TAXES AND UTILITIES. Seller shall be responsible for all taxes prior to and including 2018. Seller shall not be responsible for any portion of 2019 property taxes and shall be the sole responsibility of the Buyer. All utilities to the Property shall be read at the Closing Date and transferred to Buyer. Buyer shall not be responsible for any utility costs incurred prior to closing.

11. VERIFICATION OF CONDITION. The Buyer shall have the right to make a final inspection of the Property prior to Closing, as a contingency of the sale, to confirm that:

a. the Seller has complied with Seller's obligations; and

b. any contingency or defect of title has been resolved.

12. REMEDIES UPON DEFAULT.

a. The Sellers or the Buyer 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.

b. In addition to all other remedies available to Sellers or Buyer, the parties specifically acknowledge that the remedy of Specific Performance is a remedy that can be pursued by either party in the Circuit Court of Greene County, Missouri.

13. 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 Sellers to the Buyer, or any successor in interest; and any such deed shall not be deemed to affect or impair the warranties, obligation and covenants of this contract, which shall survive the closing.

14. NOTICE. All notices required or permitted hereunder and required to be in writing may be given by facsimile or by first class mail addressed to the Buyer and the Seller by one of three different means: Facsimile Transmission ("FAX") if both parties have a FAX number; United States Postal Service Mails; hand-delivering a copy of the same to the receiving party; or notice may be given by any combination of the above methods.

a. The date of notice shall be whichever of the following first occurs:

(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.

b. Notices to the Seller shall be addressed to:

Mrs. Gale Stanley and Mr. James Stanley
7100 East Generations Lane
Springfield, Missouri 65809

c. It shall be sufficient if notices sent to the Buyer are addressed to:

City Manager
City of Springfield, MO
840 Boonville
P.O. Box 8368
Springfield, MO 65801

With a copy to:

City Attorney
City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, MO 65801

15. HEADINGS. The headings or captions of this Agreement are for convenience and reference only and in no way, define, limit or describe the scope or intent of this Agreement or any provision hereof.

16. VENUE AND 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.

17. TIME. Time is of the essence in the performance of the obligations of the parties under this Agreement.

18. ENTIRE CONTRACT. This Agreement and any Escrow agreement executed by the parties in furtherance of this contract contains the entire contract of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referencing hereto and signed by both parties.

(THIS PORTION OF PAGE INTENTIONALLY LEFT BLANK)

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

BUYER:

CITY OF SPRINGFIELD, MISSOURI

By: _____

Title: Deputy City Manager

Date: 1/15/19

ATTEST:

_____
Anita J. Cotter, City Clerk

APPROVED AS TO FORM:

_____
City Attorney or Assistant City Attorney

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

SELLER:

Gale Stanley and James Stanley, wife and husband

Gale Stanley

Date: 12-18-18

James Stanley

Date: 12-18-19

Exhibit A

Property Description

ALL OF LOT NINETY-FIVE (95), IN WALNUT STREET ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Exhibit 2

RECORD OF PROCEEDINGS
Planning and Zoning Commission December 6, 2018

Acquire 529
1824 West College Street
Applicant: City of Springfield

COMMISSION ACTION:
Ms. Cox motioned to **approve** consent item, Acquire 529 (1824 West College Street). Ms. Broekhoven seconded the motion. Ayes: Coltrin, Cox, Broekhoven, Shuler, Rose, Thomas, Ogilvy, and Jobe. Nays: None. Abstain: None. Absent: Doennig.

Bob Hosmer, AICP
Principal Planner

One-rdg._____
P. Hrngs._____
Pgs. 4
Filed: 05-14-19

Sponsor: Ferguson

First Reading: _____ Second Reading:_____

COUNCIL BILL 2019- 124 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Springfield City Code Chapter 74 – 'Nuisance and Housing Code,' by revising Section 74-31, 'City manager's authority,' subsection (b), Section 74-33, 'Notice requirements,' subsections (d)(4) and (5), Section 74-403, 'Weeds over 12 inches in height declared nuisance,' Section 74-404, 'Permitting growth of weeds over 12 inches in height,' Section 74-405, 'Abatement procedure, subsection (b); for the purpose of accelerating nuisance abatement; and revising Section 74-406, 'Charges for abatement by city,' subsections (b) and (c) for the purpose of enhancing cost recovery.

_____

WHEREAS, nuisance conditions on private property within city limits continue to be an issue; and

WHEREAS, expeditious nuisance abatement of such conditions is necessary.

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

Section 1 – Chapter 74 – 'NUISANCE AND HOUSING CODE' of the Springfield City Code is hereby amended as follows:

(NOTE: Language to be added is underlined and language to be deleted is ~~stricken~~.)

Sec. 74-31. - City manager's authority.

(b) When a property owner does not respond to an "abatement notice" as set forth in section 74-33 by hearing request or nuisance removal or abatement, the city manager may remove or abate the nuisance 10~~5 business~~ days after the notice is delivered according to subsection 74-33(b).

Sec. 74-33. – Notice Requirements.

(d) The "abatement notice" must be in writing and:

(4) Order the owner to remove or abate nuisance conditions within 10~~5 business~~ days of receiving the notice;

(5) Warn the property owner that if nuisance removal or abatement does not begin within 10~~5 business~~ days and continue to completion without unnecessary delay, city personnel may cause nuisance removal or abatement and include all attendant costs like title reports, administrative fees, certified deeds, and contractor charges in:

Sec. 74-403. - Weeds over ~~12~~ 7 inches in height declared nuisance.

The growth of weeds, brush, or other rank vegetation more than ~~12~~ 7 inches in height is declared to be a public nuisance per se, and detrimental to the health, safety, and welfare of the public.

Sec. 74-404. - Permitting growth of weeds over ~~12~~ 7 inches in height.

It shall be unlawful for the owner, lessee or agent in control of any lot or piece of land within the city to allow weeds, brush or rank vegetation to attain a height greater than ~~12~~ 7 inches on such land or lot. Any person violating this section shall be punished as provided by section 1-7.

Sec. 74-405. - Abatement procedure.

(b) In the event that the owner of the property notified under subsection (a) of this section seeks an opportunity to be heard concerning an alleged nuisance, the director of building development services shall afford such owner such opportunity ~~12~~7 days from the date of the notice under said subsection (a). If, at the hearing, the owner is able to demonstrate that an alleged nuisance never existed, or no longer exists on said owner's property, the director of building development services shall so find and shall terminate the hearing. If the owner does not seek such opportunity, or is unable to make such demonstration, the director of building development services is authorized to abate the nuisance.

Sec. 74-406. - Charges for abatement by city.

(b) In weed abatement cases under 74-405, the director of building development services shall certify the costs of abatement of weeds and other rank vegetation to the director of finance. The director of finance may include such costs in a special tax bill or seek to have them added ~~add them~~ to the annual real estate taxes for the tract of land.

(c) If a special tax bill is issued, the owner of the property at the time the nuisance was abated shall be personally liable to the city for the cost of the abatement, which shall be a lien upon the tract of land where the nuisance was abated until paid in full. Any special tax bill issued shall be ~~for a duration of five years~~ enforceable until paid, shall bear interest until paid at the legal rate, and may be foreclosed upon by the city through appropriate proceedings in the circuit court. Costs of collection, including attorney fees, shall be added thereto, in the event a lawsuit is required to enforce the tax bill.

Section 2 – This Ordinance will 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 2019-124

FILED: 05-14-19

ORIGINATING DEPARTMENT: Building Development Services

PURPOSE: Amending Springfield City Code Chapter 74 – 'Nuisance and Housing Code,' by revising Section 74-31, 'City manager's authority,' subsection (b), Section 74-33, 'Notice requirements,' subsections (d)(4) and (5), Section 74-403, 'Weeds over 12 inches in height declared nuisance,' Section 74-404, 'Permitting growth of weeds over 12 inches in height,' Section 74-405, 'Abatement procedure, subsection (b); for the purpose of accelerating nuisance abatement; and revising Section 74-406, 'Charges for abatement by city,' subsections (b) and (c) for the purpose of enhancing cost recovery.

BACKGROUND AND REMARKS: This Ordinance allows expedited enforcement of City Code by reducing the number of days allowed to abate nuisance conditions from 15 business days to 10 calendar days. The amendments also reduce the height of grass and weeds constituting a violation from 12 inches to 7 inches and decrease the time for requesting an Administrative Hearing from 12 days to 7 days. These changes will assist in giving notice of conditions before neglected growth becomes excessive. An additional change regarding the charges for abatement will render them enforceable until paid instead of the current five-year duration. These amendments are consistent with state statutes.

Submitted by:

Harlan Hill,
Director, Building Development Services

Approved by:

Jason Gage,
City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 20
Filed: 05-28-19

Sponsored by: McGull

COUNCIL BILL 2019- 128 RESOLUTION _____

A RESOLUTION

ADOPTING the Springfield, Missouri, Walkability Guide, which identifies guidelines and fundamental elements of a walkable environment that can be used to increase walkability in the City of Springfield.

WHEREAS, a regional "Walkability Team," comprised of City staff, elected officials, Ozark Greenways, and Ozarks Transportation Organization participated in the 2018 Walkability Action Institute offered through the National Association of Chronic Disease Directors; and

WHEREAS, the Walkability Team prepared and presented the Springfield, Missouri Walkability Guide, for the purposes of promoting and encouraging expansion of walkable infrastructure to allow people of all ages and abilities to safely and easily walk, bicycle and use public transportation to get to where they live, work, learn, and play; and

WHEREAS, the Springfield, Missouri, Walkability Guide outlines recognizable benefits and attributes of walkable places; and

WHEREAS, well-designed, livable communities with a high-degree of walkability promote active-living and increased health benefits; and

WHEREAS, incorporating principles of placemaking and walkability into redevelopment opportunities, help to incentivize public/private partnerships and investment that establish a strong sense of place and public pride; and

WHEREAS, by making policy, systems, and environmental changes, walkability can be integrated into the daily decision-making process while also making active modes of transportation the practical choice for Springfield residents and visitors; and

WHEREAS, residents of all incomes, ages, ethnicities, backgrounds, and abilities should be engaged in the planning process, to help shape walkable investments and increase walkability and placemaking in the City of Springfield.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF

SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – City Council hereby accepts the Springfield, Missouri, Walkability Guide which is attached hereto and incorporated herein by this reference as “Exhibit A”

Section 2 – City staff is directed to incorporate principles of walkability into the Comprehensive Planning process and Housing and Urban Development Consolidated Planning process.

Section 3 – The City of Springfield Capital Improvements Program shall seek to include walkability as a program and project component.

Section 4 – This Resolution shall be in full force and effect 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 2019-128

FILED: 05-28-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Adopting the Springfield, Missouri, Walkability Guide, which identifies guidelines and fundamental elements of a walkable environment that can be used to increase walkability in the City of Springfield.

BACKGROUND: The City was invited to participate in a program sponsored by the National Association of Chronic Disease Directors ("NACDD") regarding actions to be taken by local government to increase walking and walkability in their jurisdictions. This program consisted of team preparations, pre-course assignments and culminated in a trip to Decatur, Georgia, to view projects promoting walkability and to develop a Walkability Action Plan for the City of Springfield.

The Team has since developed the *Springfield, Missouri Walkability Guide* ("Exhibit A") and presented the principles of walkability and the Guide itself to City Council. At the conclusion of the April 2, 2019, Council Lunch Presentation, staff was asked to prepare a Resolution accepting the Guide.

The Guide outlines the principles, attributes, and benefits of walkability, and further details four guidelines that each touch on an aspect of walkability:

> GUIDELINE 1: PRIORITIES
> Increase awareness of the value and characteristics of walkability to establish the Springfield community as a regional leader in implementing principles of walkability.
>
> GUIDELINE 2: INFRASTRUCTURE
> Construct, enhance, and maintain sidewalks, multi-use side paths, bicycle facilities, transit facilities, trails, and linear parks in connection with planning for adjacent land uses, utility infrastructure and overall community growth and development.
>
> GUIDELINE 3: EQUITY
> Advocate for neighborhood improvement across the city through the development of public and private infrastructure projects that help to expand the walkable network, increase connectivity and access for users of all types, without displacing current residents.
>
> GUIDELINE 4: POLICY
> Consider alignment of local, regional, and statewide policies that can have a positive impact on creating a culture of walkability.

The attached Resolution accepts the Walkability Guide by City Council and directs staff

to incorporate principles of walkability into the Comprehensive Plan, Housing and Urban Development Consolidated Plan, and the Capital Improvements Program.

REMARKS: The City Manager and Director of Public Works recommend passage of this Resolution.

Submitted by:

Kirk Juranas, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

Exhibit A

A GUIDE TO WALKABILITY IN SPRINGFIELD, MISSOURI

SPRINGFIELD, MISSOURI WALKABILITY GUIDE

SPRING 2019

DEVELOPED BY: SPRINGFIELD WALKABILITY TEAM

Mary Kromrey, Natasha Longpine, Richard Ollis, Randall Whitman, Julie Viele, Ashley Krug, Derrick Estell

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Background & Introduction

In April of 2018, the Springfield Walkability Team attended the National Association of Chronic Disease Directors' (NACDD) Walkability Action Institute in Decatur, GA. The purpose of the four-day applied-learning course was to assemble a multi-disciplinary team made up of city staff, community partners, and an elected official to gain knowledge on strategies that can be used to implement walkability in the Springfield community. Upon completion of the Institute, the Springfield Walkability Team was tasked with developing a *Walkability Action Plan*, which was used as guidance to report the status of goals within the *Walkability Action Plan* back to the NACDD.

The purpose of this document is to take those elements of the *Walkability Action Plan* and create guidelines for the development of the City of Springfield's upcoming Comprehensive Plan and will ultimately influence the expansion of funding options for walkability projects, as well as the City's annual Capital Improvements Program. Each of the following four guidelines touches on a different aspect of walkability – but are all equally important. This guide should inform and help shape the fundamental elements that will be included in the Comprehensive Plan – including, but not limited to, land use, transportation, parks and recreation, sustainability, and community health.

Defining Walkability for Springfield

"Walkability allows for people of all ages and abilities to safely and easily walk, bicycle, and use public transportation to get to where they live, work, learn, and play."

Recognizable Benefits and Attributes of Walkable Places

- An active, livable, highly social, mixed-use environment with high concentrations of people, places of residences, business, and employment centers.
- Neighborhoods that promote active-living, located within walking distance of neighborhood-scale retail, and services.
- An urban environment that provides and supports improved physical and mental health.
- Places that act as a catalyst for private investment.
- Incentivizes public/private partnerships to establish a sense of place and increase pride in ownership.
- Dedicated facilities and space for pedestrians of all abilities, bicyclists, and street-side commerce that is separated from vehicles.
- Compatible land uses, building types, site design, densities, access to public transit facilities, and connections to a network of external trails and greenways.
- The presence of a mature tree canopy and landscaping that enhances the natural beauty of the outdoors and public spaces.
- A diverse range of housing types and affordability options that promote equity for all residents.
- Pedestrian scale lighting that contributes to the atmosphere, sense of place, and defines the limits of the public domain.

Challenges to Implementing Walkability

- Education – continuing the promote walkability and the components and characteristics that make a community more walkable.
- Culture – creating value, building a people centric space that provides positive outcomes in health, equity, transportation and connectivity, economic vitality and quality of life.
- Funding – walkability requires investment, retrofitting existing development and on-going maintenance costs

4

Guideline 1: Priorities

Increase awareness of the value and characteristics of walkability to establish the Springfield Community as a regional leader in implementing principles of walkability.

Prioritizing principles of walkability cannot happen without community input and support. Community feedback in a variety of circles suggests the expansion of walkable infrastructure and walkable neighborhoods as a top priority across the community and one of the leading trends across the nation for communities that are working to attract and retain residency, as well as quality employers and a talented work force. To implement this guideline, two significant commitments must be made:

- Education – Walkability deals with a variety of disciplines - transportation, planning, health, sustainability, and recreation; each has a relationship with the next. In addition, walkability is also about promoting the right mix of community conditions; terms that include equity, accessibility, or affordability. Educating our citizens, elected and appointed officials on how each can impact the next is vital to moving the needle. To increase awareness and a higher level of understanding and enthusiasm, a series of targeted community presentations and workshops with leading experts in the related fields of walkability will be pursued in concert with the development of the comprehensive plan.
- Consensus – In addition to education, successful implementation depends on establishing a high degree of community support and collective agreement on how and where to implement walkability. The development of a new comprehensive plan is the best opportunity to combine education and community support with strategies for implementation.

Guideline 2: Infrastructure

Construct, enhance, and maintain sidewalks, multi-use sidepaths, bicycle facilities, transit facilities, trails, and linear parks in conjunction with planning for adjacent land uses, utility infrastructure and overall community growth and development.

To promote walkability our community must first have the appropriate infrastructure in place to support it. This can be accomplished through the construction, enhancement, and maintenance of sidewalk, multi-use sidepaths, bicycle facilities, transit facilities, trails, and linear parks. These infrastructure improvements require coordination with transportation, adjacent land uses, utilities, transit, parks, neighborhoods, the development community, and the region. This coordination further emphasizes the importance of the inclusion of this guide, as well as other community plans, studies, and policies that include a specific focus on walkability, into the City of Springfield's Comprehensive Plan. All of this collective planning work will shape the projects funded through the Capital Improvements Program and other infrastructure planning and funding programs, as well as those projects funded independently of the City budget which greatly contribute to the walkable network. Incorporating walkability as a key consideration in planning and evaluating private developments and public infrastructure projects helps to ensure that walkability is integrated into our community.

Example Projects

- Projects which fulfill the upcoming ADA Transition Plan
- Projects which fulfill the Ozarks Transportation Organization Regional Trail Plan
- Projects which fulfill Springfield-Greene County's Trail Plan
- Projects which fulfill the City's Complete Streets Policy and Bikeway Master Plan
- Projects which promote access to transit facilities

Guideline 3: Equity

Advocate for the development of public and private infrastructure projects that help to expand the walkable network, increasing connectivity and access for users of all types, without displacing current residents.

A common challenge of successfully implementing walkability is ensuring equitable access for all users across the city. Walkable places, neighborhoods and civic areas are often highly desirable and can often stimulate economic development projects. Undeveloped land and/or older unstable neighborhoods that surround highly sought-after walkable places become easy targets for redevelopment and displacement of vulnerable residents and associated residential land uses. Ensuring the preservation of neighborhood fabric that provide access to affordable housing, public transportation and services in these areas requires strategic planning and policy formation.

In addition, trails, bike lanes, and sidewalks serve as a safe, reliable public transportation option for many. Targeting projects with a high degree of connectivity increases usage and expands opportunities for a variety of users. Ensuring walkable infrastructure development is driven by a variety of considerations and is targeted to benefit all users for a variety of purposes requires coordination of planning activities from a variety of agencies as well as planning for public and private housing and infrastructure projects.

To increase access and expand opportunities for all users requires changes in public policy, which begins by engaging residents of all ages and abilities, as well as economic, racial and ethnic backgrounds in the planning to build ownership in the development of a walkable community through:

- the development of the City's Comprehensive Plan, focusing on new opportunities to locate walkable infrastructure and increase connectivity to existing neighborhoods that are underserved,
- consideration of the inclusion of design standards and policies that encourage frequent and accessible connectivity to walkable infrastructure, as well as access to public transit and high employment areas. Essential safety elements and amenities, such as pedestrian-scale lighting and signage also help to make walkable infrastructure inviting and functional components of the multi-modal network,
- community input that identifies, prioritizes and programs walkable infrastructure projects into the Comprehensive Plan, which in turn, serves as a guidance document for City's programs and policies, including the Capital Improvement Program, and
- the development of the City's five-year Consolidated Plan, which outlines a plan and establishes funding priorities for the Community Development Block Grant (CDBG) and the HOME Investment Partnerships Program (HOME) administered by the Department of Housing and Urban Development.

Guideline 4: Policy

Consider alignment of local, regional, and statewide policies that can have a positive impact on creating a culture of walkability.

Policy, systems, and environmental changes integrate walkability into the daily decision-making process while also making active modes of transportation the practical choice for members of the community. Springfield currently has a Complete Streets Policy in place and a successful Tree City USA Program. Continuing to refine ways the City can support these programs can lead to a widespread implementation of the principles of walkability.

Implementation Opportunities

- Research successes in benchmark communities
- Continue the implementation of the Complete Streets Policy
- Enhanced city-wide tree planning, landscaping and maintenance program
- Explore various funding mechanisms to implement principles of walkability
- In consultation with City Utilities, explore feasibility of burying utilities along designated corridors
- Education outreach across community partners and among the public
- Integrate with the Comprehensive Plan

C-Street
City MARKET
EGGS
Veggies
Meats
CITY MARKET
DOWNTOWN

Conclusion

Walkability is the multi-disciplinary lens that will create a resilient community, increase quality of life for residents, and result in a robust, connected transportation system that is safe and easy for residents and visitors to utilize. By further integrating walkability into our community's design, culture, and long-range plans, we will create places that support happy and healthy residents and become a Midwest destination. Further work is needed to both define and measure success, determine funding mechanisms, and continue to increase deliberate cross-collaboration among sectors, departments, and within public infrastructure projects.

Birthplace of
ROUTE
66
FESTIVAL
PARK CENTRAL
SQUARE
AND THE RTE 66
MOTOR MILE

OZARKS TRANSPORTATION ORGANIZATION

OZARK GREENWAYS

CITY OF Springfield

840 Boonville Avenue
Springfield, Missouri 65802
Phone (417) 864-1000

One-rdg. X
P. Hrngs. _____
Pgs. 31
Filed 05-28-19

Sponsored by Simpson

COUNCIL BILL 2019- 129 RESOLUTION _____

A RESOLUTION

DESIGNATING the Sequiota Store/Treadway's General Store & Gas Station, generally located at 3535 South Lone Pine Avenue, as a Historic Site on the Springfield Historic Register.

WHEREAS, the Galloway Village Neighborhood Association requested that the Landmarks Board nominate the Sequiota Store/Treadway's General Store & Gas Station, generally located at 3535 South Lone Pine Avenue as a Historic Site (see "Exhibit D," which is attached hereto and incorporated herein by this reference); and

WHEREAS, the Neighborhood Association submitted the nomination form, a copy of which is attached and incorporated herein by this reference as "Exhibit B," and provided a statement of historic significance with supporting photographs and citations, which are attached hereto and incorporated herein by this reference as "Exhibit C;" and

WHEREAS, the Landmarks Board, at their meeting on May 8, 2019, reviewed and recommended approval by a vote of 7 to 0, that the Sequiota Store/Treadway's General Store & Gas Station, generally located at 3535 South Lone Pine Avenue, be nominated as a Historic Site (see the Record of Proceedings, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit A"); and

WHEREAS, the owner of the property, Elevation Development Company, was notified of the nomination and invited to submit comments; and

WHEREAS, Elevation Development Company objects to the nomination (see "Exhibit F," which is attached hereto and incorporated herein by this reference).

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

Section 1 – City Council hereby designates Sequiota Store/Treadway's General Store & Gas Station, generally located at 3535 South Lone Pine Avenue, as a Historic Site on the Springfield Historic Register.

Section 2 – This Resolution shall be in full force and effect from and after

passage.

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- 129

FILED: 05-28-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Designating the Sequiota Store/Treadway's General Store & Gas Station, located at 3535 South Lone Pine Avenue, as a Historic Site on the Springfield Historic Register.

BACKGROUND INFORMATION:

The Galloway Village Neighborhood Association requested that the Landmarks Board nominate the property as a Historic Site on March 20, 2019 (see "Exhibit D"). The Neighborhood Association submitted the nomination form (see Exhibit B") and provided a statement of historic significance with supporting photographs and citations (see attached Historic Significance narrative "Exhibit C"). The Landmarks Board initiated the public hearing process at their meeting on April 10, 2019.

The Landmarks Board, at their meeting on May 8, 2019, reviewed and recommended approval by a vote of 7 to 0, that the Sequiota Store/Treadway's General Store & Gas Station, located at 3535 South Lone Pine Avenue, be nominated as a Historic Site (see "Exhibit A").

The owner of the property, Elevation Development Company, was notified of the nomination and invited to submit comments. Elevation Development Company objects to the nomination (see attached letter "Exhibit F").

Owner consent is not a requirement prior to listing on the Springfield Historic Register.

The subject property is located within the area of the administrative delay on the acceptance and processing of applications for rezoning and lot combinations passed by City Council on November 5, 2018, (Resolution 10408).

REMARKS:

Passage of this Resolution will designate the Sequiota Store/Treadway's General Store & Gas Station, located at 3535 South Lone Pine Avenue, as a Historic Site on the Springfield Historic Register. Property designation as a Historic Site requires review by the Landmarks Board for any exterior alterations requiring a building permit. The permit shall not be issued unless the Landmarks Board approves a Certificate of Appropriateness. If the Landmarks Board denies an application for a Certificate of Appropriateness, the Department of Building Development Services shall not grant a building permit until the expiration of sixty (60) days from the date of the application for the building permit.

FINDINGS FOR LANDMARKS BOARD RECOMMENDATION:

1. The Landmarks Board determined that 3535 South Lone Pine Avenue meets the criteria for being designated as a Historic Site. The Board determined that Significance criteria numbers 1, 4, 9 and 10 apply to the nomination (see Exhibit B).

2. The designation of 3535 South Lone Pine Avenue as a Historic Site is consistent with the Landmarks Board's effort of nominating sites that exemplify a period of historical development in Springfield.

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, Record of Proceedings
Exhibit B, Nomination Form
Exhibit C, Historic Significance Narrative
Exhibit D, Letter from Galloway Village Neighborhood Association
Exhibit E, Letter from Ron and Peggy Treadway
Exhibit F, Letter from Elevation Development, Property Owner
Exhibit G, Additional Letters from Neighborhood

Exhibit A

RECORD OF PROCEEDINGS
Landmarks Board - May 8, 2019

Local Historic Site Nomination Review:
3535 S. Lone Pine – Michael Sparlin noted that this Historic Site nomination has been submitted to the Landmarks Board.

Mr. Justin Stanek opened the public meeting.

Mr. Mitchell Jenkins, 3535 South Lone Pine, owner of property and does not support the nomination. He believes that this is an infringement on his property rights and delays the use of his property, however he does value the opinion of the neighbors.

Mr. Paden Chambers asked what the current plans for the property are.

Mr. Jenkins noted that there are no immediate plans due to the Administrative Delay set in place by City Council until August 2, 2019.

Ms. Wendy Huscher, 3417 S. Lone Pine Avenue, passed out information that included Mitchell Jenkins opposition letter to the Landmarks Board as well as a timeline up to date and reiterated the need to retain this property as a Historic Site Nomination.

Ms. Melanie Bach, 3734 S. Elmview Avenue, passed out site plans that are on-line by the realtor for this property and is concerned regarding the possible rapid development and stated the need to maintain its unique corner in Springfield.

Ms. Jacque Thummel, 2907 E. Lark Street, has deep roots in Galloway and is part of a group of concerned neighbors wanting to preserve the historic significance and spent a large amount of time in researching documents, etc.

Ms. Sandy Reese, 2740 E. Republic Road, has lived here for since 1977 and believes that any more development may make Galloway Village lose its appeal.

Mr. Ron Boles, 3119 E. Cardinal Court as lived in the area for approximately 12 years and gave information on the history of the Galloway area and noted the small feeling community and noted that this make Galloway "Galloway."

Ms. Marcie Kirkup, 4236 S. Windermere Avenue, president of the Galloway Neighborhood Association representing the members and would like the Landmarks Board members to understand the significance for the preservation of the Sequoia Park area and gave out examples of what members of the Galloway Neighborhood have researched.

Mr. Stewart Veneble, 3469 S. Barbeit, stated his home is one of the original Galloway workers home built in the 1920's and noted that there is not much left of Galloway and asks that the Landmarks Board nominate this property for a Historic Site Nomination and help save what remains of Galloway.

Ms. Katherina Kalman, 3443 S. Cardinal Street, moved to Springfield in 2006 and chose this location from any other place in the world and moved here specifically because of the quaintness of the area.

Mr. Justin Stanek closed the public hearing.

Ms. Kaitlyn McConnell noted the difficulty of the emotions for Galloway and what it defines the qualifications for a historic site nomination and will be voting yes.

Mr. Paden Chambers stated that Galloway is an area attraction, and this is the right thing to do and will be supporting the nomination.

Mr. Richard Crabtree noted that Galloway is a quaint area and stated that people go to Galloway because of its charm and quietness and should be preserved and will be voting yes on the nomination.

Mr. Paul Lewis noted the historic significance as a general store in the 1920's, 30's and 40's and will be voting in favor of the nomination.

Mr. Michael Sparlin reminded the Landmarks Board that their role is to determine the criteria's that applies to this nomination.

Mr. Paden Chambers motioned to **approve** 3535 S. Lone Pine for historic site nomination (based on the following criteria).

1. Has significant character, interest, or value as part of the city, region, state or nation's history.
2. Exemplifies the cultural, political economic social, or historic heritage of the community.
3. Is a part, or related to a square, park, or other distinctive area.
4. Represents an established and familiar visual feature of the neighborhood, community, skyline, owing to its unique location or singular physical characteristics.

Richard Crabtree seconded the motion. The motion carried as follows: Ayes: Justin Stanek (Vice-Chair), Paden Chambers, Paul Lewis, Layne Hunton, Kaitlyn McConnell, Nancy Crandall, and Richard Crabtree. Nays: None. Abstain: None. Absent: Gary Bishop (Chair) and Kent Brown.

Michael Sparlin

Michael Sparlin
Senior Planner

Exhibit B

Springfield, Missouri Nomination Form for Designation of Historic Site, Historic Landmark, Interior Landmark, or Historic District

1. Current Property Owner

Name : **Elevation Enterprises**

Address : **560 W Bryant St. Apt. C113 Springfield, Mo 65810**

2. Title/Name of Property

Sequiota Store/Treadway's General Store and Gas Station

3. Location/Address of Property

3535 S. Lone Pine Springfield, Mo 65804

4. Classification (circle all that apply)

Class	Ownership	Status	Accessibility
Historic site	Public	**Occupied**	yes : restricted
Historic Landmark	**Private**	Unoccupied	**yes** : **unrestricted**
Interior Landmark	Both	Work in progress	no
Historic District			

Present Use

Agriculture	Museum
Commercial	Park
Educational	Private residence
Entertainment	Religious
Government	Scientific
Industrial	Transportation
Military	Other:

5. Description

Condition	Check One	Check One
___ excellent	___ unaltered	**_X_ original site**
___ good	**_X_ altered**	___ moved date: _____
_X_ fair		
___ deteriorated		
___ ruins		

Significance

Circle the number before each criterion below that applies to the nominated site, structure, object, or district. For criteria under number 13, circle the letter before each criterion that applies.

1. Has significant character, interest, or value as part of the city, region, state or nation's history;

2. Is associated with the life of a personality significant to the past.

3. Is the site of a historic event with a significant effect upon the development, heritage or cultural characteristics of the city, region, state, or nation.

4. Exemplifies the cultural, political, economic, social, or historic heritage of the community.

5. Portrays the environment in the era of history characterized by a distinctive architectural style.

6. Embodies distinguishing characteristics of an architectural type or engineering specimen.

7. Is the work of a designer, architect, or contractor whose individual work has influenced the development of the city, region, state, or nation.

8. Contains elements of design, detail, materials, or craftsmanship which represent a style unique to the past.

9. Is a part of, or related to, a square, park, or other distinctive area.

10. Represents an established and familiar visual feature of the neighborhood, community, or skyline, owing to its unique location or singular physical characteristics.

11. Is part of or related to a distinctive, geographical area which should be developed or preserved according to a plan based on cultural, historic or architectural motif.

12. Based upon physical evidence, has yielded, or is likely to yield, the integrity of information important to history or prehistory.

13. In addition, the Landmarks Board shall consider the site, structure, object, or district in light of its integrity of:

a. location,

b. design,

c. setting,

d. materials,

e. workmanship,

f. feeling,

g. association, and

h. its suitability for preservation and reuse.

Below, write every number and letter circled. Then, provide a narrative explaining why each circle is appropriate. For example, if there is a circle around criterion number 1, there should be a "1." followed by a narrative explaining the structure's character and how that character is significant to local, regional, state, or national history.

Attach all relevant photographs of the nomination (past and present).

Please see the attachments for supplementary material including statement of significance, photographs and citations.

7. Nomination by

Name :

Galloway Village Neighborhood Association

Address :

3417 S. Lone Pine Ave.
Springfield, MO 65804

8. Landmarks Board Approval

Date :

Exhibit C

Sequiota Store/Treadway's General Store/One of a Kind

Builder: J H Ellison

Date: Built 1929

Building Type: Commercial

Location: 3535 S. Lone Pine Avenue

Figure 1
Sequiota General Store and filling station in the 1940's when it was operated by Lester Birchler and his wife Hazel. Photo courtesy of Richard Crabtree

Figure 2
Current photo of the Sequiota Store. Now known as One of a Kind Shop

Figure 3
Current photo of the original "cabins" located behind the store as seen in advertisement banner n the above 1940 photo

Figure 4
Current photo living quarters located behind the store

To this day, Galloway retains much of its 20th century charm. Highway 65/60 highway, now known as Lone Pine Avenue is still dotted with a few remaining historic buildings of the once thriving community centered around the quarry operations of the Ash Grove Lime and Portland Cement Company. The Sequiota Store, later known as Treadway's Store is an outstanding historic structure. One of three historic structures located opposite one of Springfield's most treasured historic Sites, Sequiota Park.

At the turn of the century James H. Barton added a two-kiln plant to the Ash Grove White Lime Works in Galloway, Missouri. Quarry workers and their families followed the expanding operations and Galloway experienced dramatic growth as many new businesses sprang up to support the growing community. At the time, the highway was lined with many shops providing the same or similar services since the store owners could not afford to provide credit to all those in the area who needed it.

In 1928 James Ellison and his wife Ella where attracted to the booming community and purchased property from George Proctor, west of the highway and near the Lime Quarry and State Trout hatchery. This is where he built a "Multiple Use Filling Station/General Store". These types of businesses were more common in rural areas and often joined several businesses together under one roof, such as filling station, repair garages and general stores.

Ellison built a simple two-story frame building, painted white with the upper floor serving as living quarters. The business was also built with a canopy extending over the refueling area to provide shelter for customers and attendants, as was becoming a common feature around this time period.

Businesses of this nature usually had enough land around them to provide drive-in spaces for cars to park while filling up. This was especially important due to the high-speed limits along rural highways, as was the case with old 65/60 highway.

The store was decorated by tin signs as product branding and advertising became important to manufacturers, to attract customers to buy their goods. At this time, businesses including those in Galloway displayed all types of branding signage; calendars, lights, fixtures, and even murals on the sides of their buildings advertising soft drinks, tobacco, gasoline, car repairs, and much more.

Multi-purpose stores like the Sequiota Store were once one of America's most common commercial buildings and are very characteristic of the

20th century Americana and yet this underappreciated architectural form is quickly fading from our landscape.

The surviving historic multi-purpose stores, like this one is a reminder of the transportation revolution and the influence the expanding highway system had on our communities. They reflect the car culture, pop culture, corporate standardization, and an era of customer service that today seems quaint.

While this store has been known by several different names over the last 90 years and has gone through several business transformations it is now as beloved as it once was when it served as a community supply and social gathering center. It continues to represent the heart of our community.

Retracing the history of this store has reminded us of so many pleasant and nostalgic memories such as, penny candies, hitching post where we tied our horses, the old wire bread rack by the front door and the kindness of the Treadway family. I feel so fortunate to have experienced this country store. Only a fraction of the historic buildings of the once vibrant commercial district centered around the Quarry remain. It would be a shame if future generations were denied the opportunity to experience the history of Galloway.

Bibliography

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Jakle, John A. and Sculle, Keith A. *The Gas Station in America*. Baltimore: Johns Hopkins University Press, 1994.

McConnell, Kaitlyn. "Galloway-residents-strive-to-save-community-history" OzarksAlive.com., 28 January 2019

Pokin, Steve. "Stone-structures-near-conco-quarry-off-lone-pine-galloway." News-Leader.com. Gannett Company, Inc., February 09 2019

Randl, Chad. "46-gas-stations.htm/types". NPS.gov. National Park Service U.S. Department of the Interior., September 2008

Image References

Figure 5 – Ash Grove White Lime Association Advertisement prior to 1907 when the name changed to Ash Grove Lime and Portland Cement Company.

MAPS

Figure 6 - 1950 Aerial of the quarry and operations of the Ash Grove Lime Co. – Photo - archives.historymuseumonthesquare.org

NE¼ NW¼ S9 T28N R21W
Fifth Principal

Latitude & Longitude

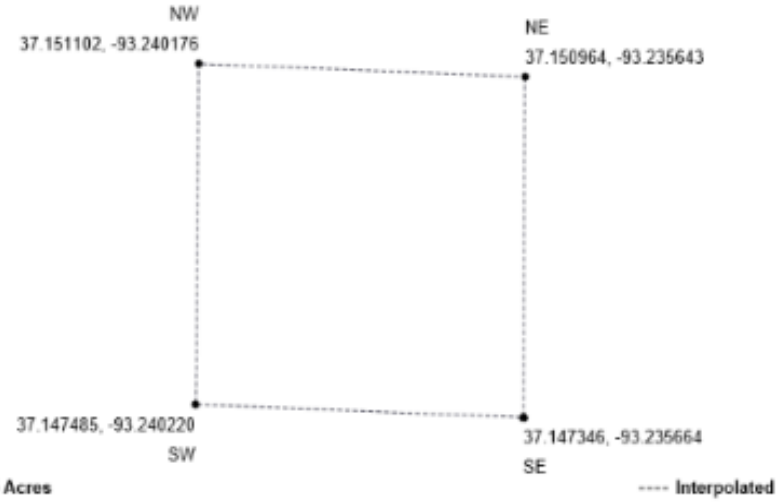
37.149224 -93.237931

37° 8.953' N 93° 14.276' W

37° 08' 57.21" N 93° 14' 16.55" W

State	FIPS
Missouri (MO)	**29**

MGRS/USNG (NAD83)
15S VB 78871 11453



40.065 Acres

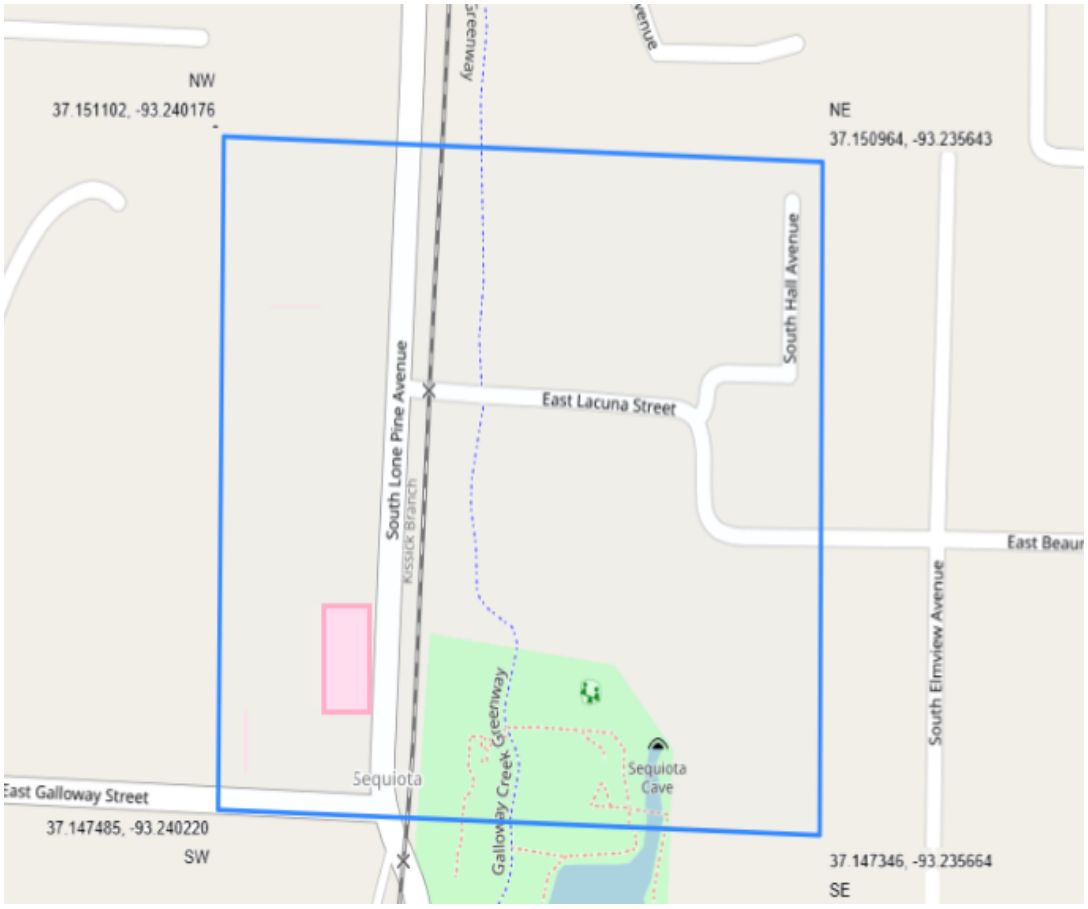


Figure 7 – Legal Description plotted on map - legallandconverter.com

Figure 8 –
Galloway Aerial Photography August 30, 1936 Photo courtesy of Richard Crabtree

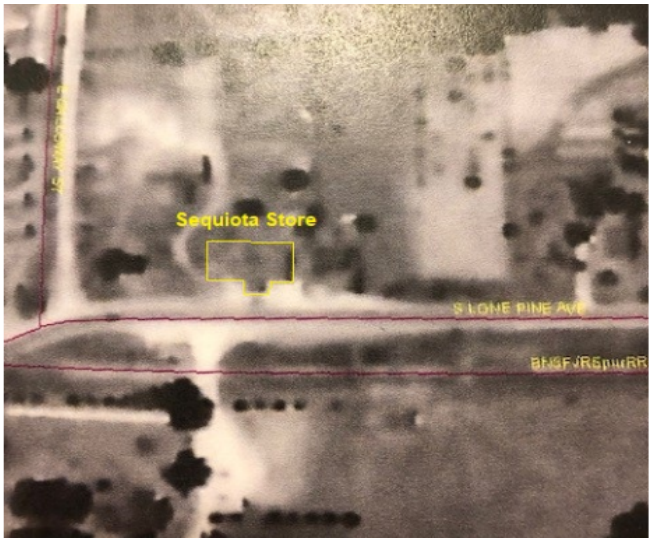


Figure 9 -
Galloway Aerial Photography with Sequiota Store/Treadways highlighted - August 30, 1936

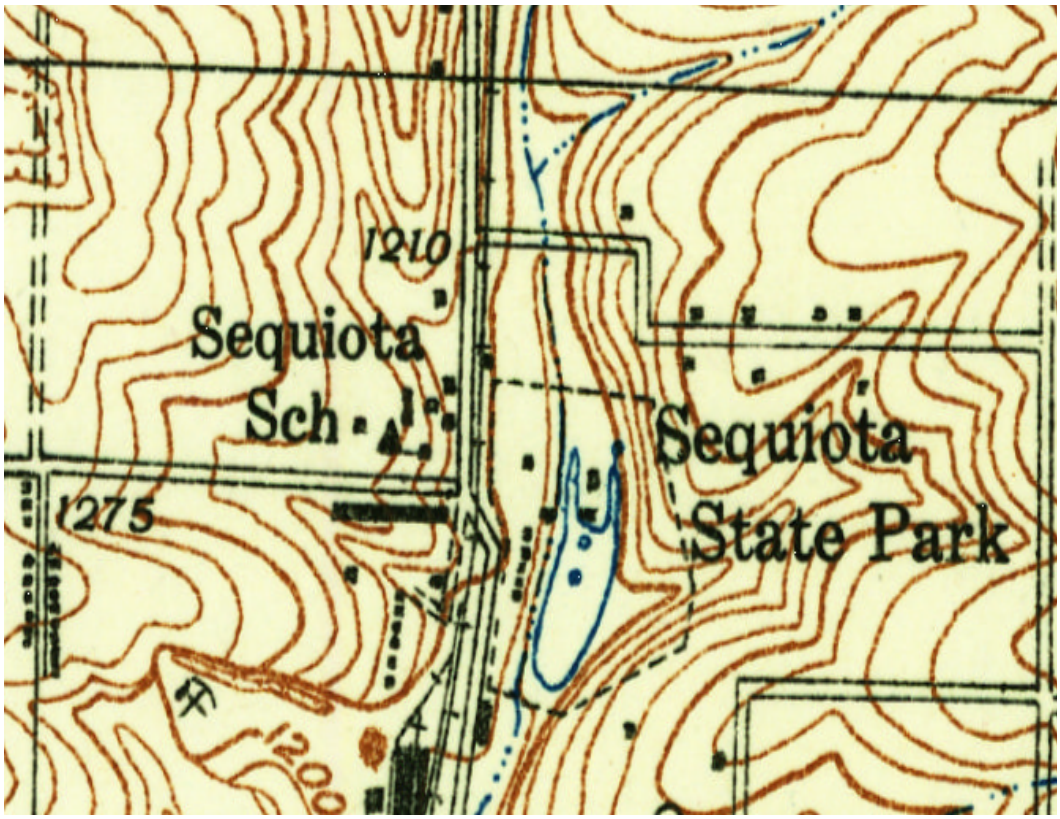


Figure 10

Galloway (1937)
U.S. Geological Survey, Galloway [map], 1:24000, Topographic Quandrangle Map, Reston, VA, 1937.

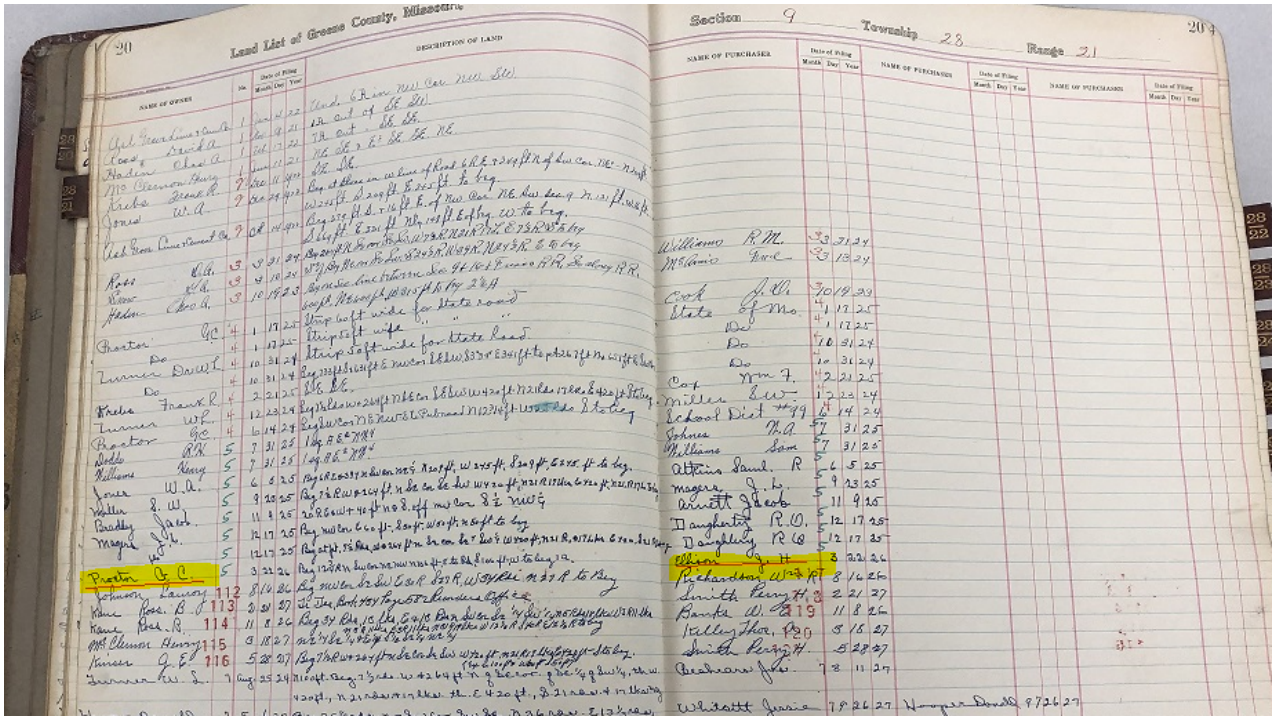


Figure 11 – Greene County Archives, *Land List of Greene County, Missouri – Section 9, Township 28, Range 21 – 1926 - G.C. Proctor (Owner)) – J. H. Ellison (Purchaser). See attachment for clearer image.*

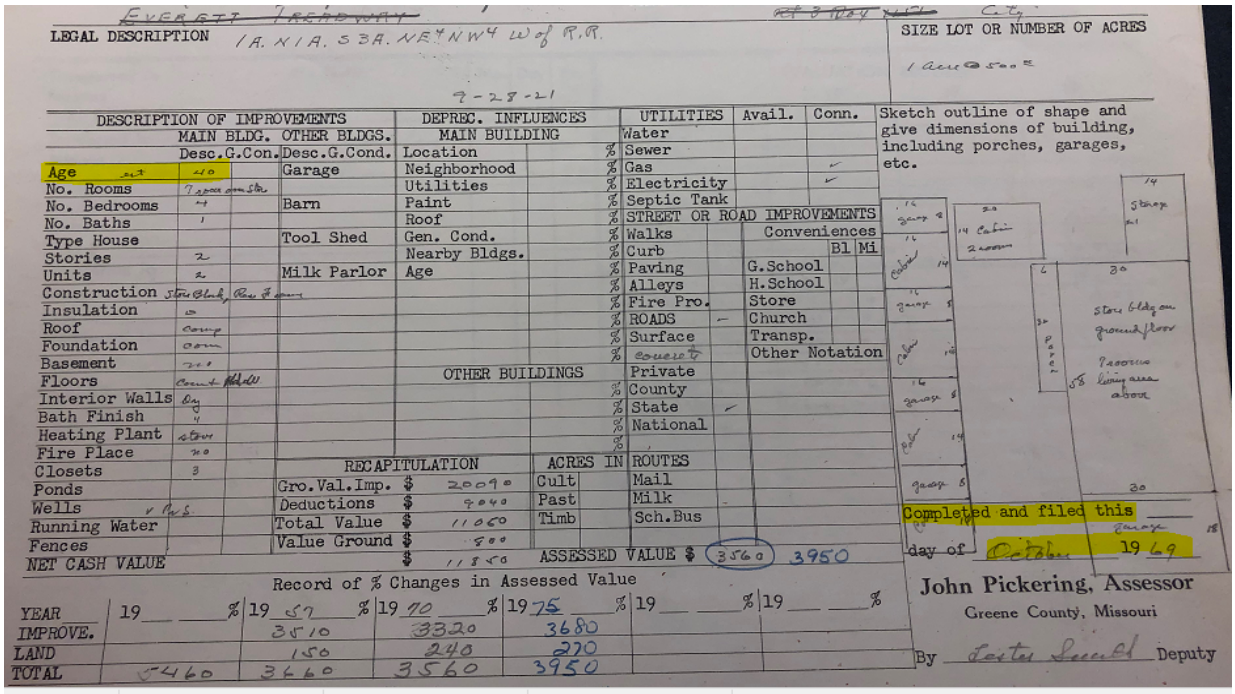
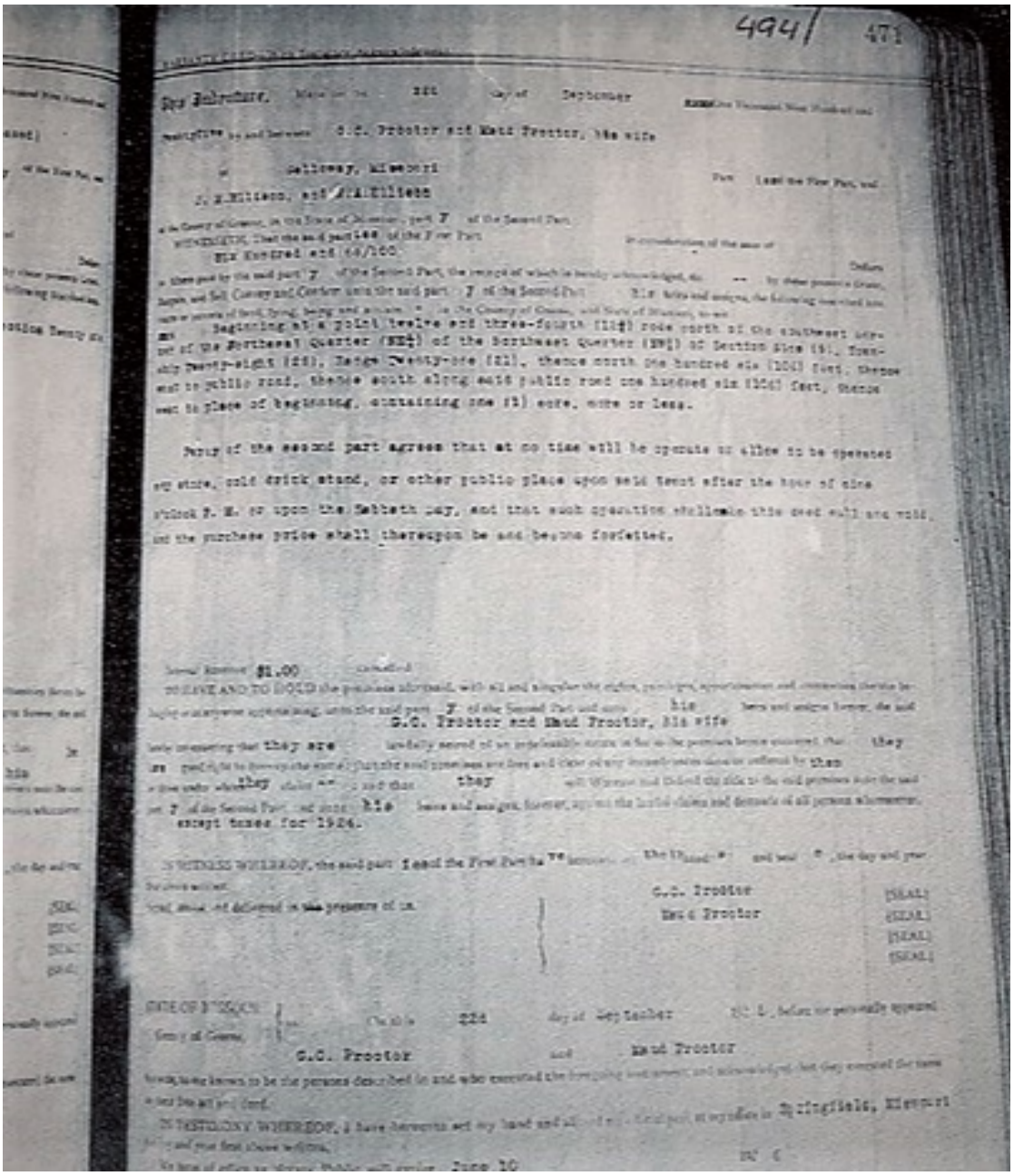


Figure 12 – Date Built 1929 – *Greene County Archives, Real Estate Information. See attachment for clearer image.*



494/ 471

This Indenture, Made on the 22d day of September

G.C. Proctor and Maud Proctor, his wife

Galloway, Missouri

J. E. Ellison, and Wife Ellison

Six Hundred and 00/100

Beginning at a point twelve and three-fourth (12¾) rods north of the southwest corner of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Six (6), Township Twenty-eight (28), Range Twenty-one (21), thence north one hundred six (106) feet, thence east to public road, thence south along said public road one hundred six (106) feet, thence west to place of beginning, containing one (1) acre, more or less.

Party of the second part agrees that at no time will he operate or allow to be operated any store, soft drink stand, or other public place upon said tract after the hour of nine o'clock P. M. or upon the Sabbath day, and that such operation shall make this deed null and void, and the purchase price shall thereupon be and become forfeited.

$1.00

G.C. Proctor and Maud Proctor, his wife

except taxes for 1926.

G.C. Proctor

Maud Proctor

September

G.C. Proctor

Maud Proctor

Springfield, Missouri

June 10

Figure 13 - Greene County Recorder of Deeds – Land transfer from Proctor to Ellison, 1926. See attachment for clearer image.

Galloway Village
Neighborhood Association
3417 S. Lone Pine Ave. • Springfield, MO 65804
gallowayvillage@gmail.com

Exhibit D

March 17, 2019

City of Springfield Landmarks Board
Busch Municipal Building
840 Boonville Ave.
Springfield, MO 65802
(417) – 869-1031

Historic Sites Nomination – 3535 South Lone Pine Avenue.

Landmarks Board Members,

We are writing to request your support in the nomination of the property at 3535 S. Lone Pine Ave. as a historic site. Recently the neighbors of Galloway formed a neighborhood association and have enthusiastically taken a proactive role in shaping the direction and future of our community. The top objectives repeatedly discussed are the needs to protect and preserve our community's historical resources, architectural heritage, and preserving a positive quality of life for our community.

These objectives run parallel with the association's goals: community pride, well-being of our residents, promoting green space, and protecting the vibe that is uniquely Galloway that has attracted many visitors for decades in a safe, low-key environment. The historic property of Sequiota Park, located just across the street from the nominated property, shows that the idea of historic preservation has hit close to home for many of our residents and represents the cornerstone of our community.

Going forward, we are eager to work with the residents and local business owners to explore the viability of forming a historic district, and want to explore the opportunity of attaining grants to aid those wishing to preserve historic structures.

We appreciate your consideration of this application.

Sincerely,

Preserve • Connect • Protect

Exhibit E

14 Mar 19

Dear Landmarks Board Members:

We are writing you on behalf of the Treadway family. Our family owned and operated Treadway Grocery Store located at 3535 South Lone Pine for about 40 years. While it has been years since we operated a business in Galloway we are however, fully in favor of the Galloway's Historic Preservation Committee's efforts to protect the historic structures of Galloway and preserving our shared heritage.

When Lone Pine was Highway 60 and 65 there were nine gas stations, four grocery stores, and four eating establishments and, of course the lime kiln and quarry operation. It was a bustling area. Moving Highway 60 and 65 to Glenstone and various other reasons caused the number of businesses to dwindle. Treadway Grocery survived all those changes as a neighborhood market with a candy selection the kids of the neighborhood loved.

Today, the south part of Galloway is unrecognizable as Galloway, except for the old post office. Sequiota Park and the Treadway Store building and as well as Rozell's Market and the John Morris's Brown Derby (also known as the Bike Shop) are all that is left in the north part of the village. It does seem appropriate that some or all of these landmarks be preserved as historic places.

We appreciate your willingness and consideration on this issue.

Sincerely,
Ron & Peggy Treadway

Exhibit F

ELEVATION DEVELOPMENT CO.

May 2, 2019

Landmarks Board
County of Greene
840 Boonville Ave.
Springfield, MO 65802

Re: Nomination of 3535 S. Lone Pine, Springfield, MO as a Historic Site

Dear Landmarks Board:

My name is Mitchell Jenkins, owner of Elevation Development CO. and the property located at 3535 S. Lone Pine, Springfield, MO. My wife, Amanda, and I are the sole owners of this property and this is a formal letter of objection to the nomination of this property as a historic site.

According to criteria established by the Missouri Department of Natural Resources and the Springfield Landmarks Board regulations, Sec. 36-404, criteria 1-13, we do not believe that the building at 3535 S. Lone Pine meets the criteria for classification as a historic site. The list below provides the rationale for the above statement:

Section 36-404 Criteria:

1. "Has significant character, interest, or value as part of the city, region, state or nation's history; or is associated with the life of a personality significant to the past." The original building was built in 1929 and was a general store named Sequiota Store that later became Treadway's Store. In the 1940's it remained a general store and has most recently been used as a furniture store. The present building does not resemble the building of the early and middle 1900s and would be considered a common, modern day building with regard to architecture and building materials. It no longer holds historic value due to its current state and character and no longer reflects the past.
2. "Is associated with the life of a personality significant to the past." N/A
3. "Is the site of a historic event with a significant effect upon the development, heritage or cultural characteristics of the city, region, state, or nation. " N/A
4. "Exemplifies the cultural, political, economic, social, or historic heritage of the community." Although there is a building at 3535 S. Lone Pine, it no longer resembles the original building or serves its original purpose, thus it no longer holds cultural, political, economic, social or historic value. Because it has served multiple purposes over the years, it holds no cultural significance to the character

of the area. It is simply a building like many other buildings found anywhere in the Springfield area.

5. "Portrays the environment in the era of history characterized by a distinctive architectural style." N/A as discussed above.
6. "Embodies distinguishing characteristics of an architectural type or engineering specimen." N/A as discussed above.
7. "Is the work of a designer, architect, or contractor whose individual work has influenced the development of the city, region, state, or nation." N/A
8. "Contains elements of design, detail, materials, or craftsmanship which represent a style unique to the past." N/A as discussed above.
9. "Is a part of, or related to, a square, park, or other distinctive area." Although 3535 S. Lone Pine is located across the street from Sequiota Park, it is not part of the park. In its current condition and with its current architectural style, it does not enhance and compliment the beautiful historic park.
10. "Represents an established and familiar visual feature of the neighborhood, community, or skyline, owing to its unique location or singular physical characteristics." As stated previously, the building is no longer unique and does not carry any historical value in its current style and condition. The other existing buildings behind it, cabins and a small living quarters, need attention as they are in disrepair; thus the reason for Galloway being designated a blighted area.
11. "Is a part of or related to a distinctive, geographical area which should be developed or preserved according to a plan based on cultural, historic or architectural motif." Here is an argument where the current building could be replaced with a building that reflects the history and culture of the Galloway area.
12. "Based upon physical evidence, has yielded, or is likely to yield, the integrity of information important to history or prehistory." N/A
13. "In addition, the Landmarks Board shall consider the site, structure, object, or district in light of its integrity of: location, design, setting, materials, workmanship, feeling, association, and its suitability for preservation and reuse." Refer to above arguments.

We purchased the property because the City of Springfield had formally approved the Galloway Area Redevelopment Plan in 2014. In this plan, the city determined what would be considered the highest and best use for land within Galloway, that of a mixed-use development containing retail, office, and multi-family. We proposed a mixed-use development in our rezoning proposal based largely on the City's desire for this type of project. It is our intent that the development would fit the landscape and character of Sequiota Park and the Galloway area. Prior to our purchasing the property, the Galloway community had not shown formal opposition to development in Galloway nor did they nominate buildings as historic sites to stop development. However, after we purchased the property opposition grew. Most recently, the opposition group nominated this building.

The following timeline outlines the progression of events leading to where we are at this point and sheds light on, what we believe, is the reason the nomination was made, to halt further development in Galloway.

- May 2018: We filed an application for the rezoning of our Galloway properties based on the City's 2014 Galloway Area Redevelopment Plan. Our vision was to construct a vibrant mixed-use development where people could further enjoy the Galloway District in a style appropriate to the area; similar to other projects in recent years. We received unanimous support from city staff after our pre-development meetings as our proposed development met the criteria found within that plan.
- July 16, 2018: We held a neighborhood meeting at Sequiota Park to give a general outlay of the proposed development and answer questions. Our engineer held the meeting and was met with strong opposition.
- August 21, 2018 and September 26, 2018: We held two additional neighborhood meetings which were not required by the City. It was our sincere desire to hear the concerns of the Galloway neighbors and modify our development plans to accommodate.
- September 13, October 11, and November 1, 2018: We tabled our rezoning application a total of 90 days to further evaluate our plans and work with the neighborhood.
- November 5, 2018: The Springfield City Council passed resolution 10408, an administrative delay spanning 270 days, that immediately stopped the processing of our rezoning application. This resolution came as a result of the public opposition to our development plans which were in line and followed the 2014 Galloway Area Redevelopment Plan of the City of Springfield. Due to these decisions we have faced undue financial burdens.
- March 22, 2019: After the administrative delay was adopted, we further learned that 3535 S. Lone Pine and potentially other Galloway properties we own had been nominated as a historic site. It is apparent that the nominations come as the opposition attempts, not only to guide new development, but to stop new development in its entirety.

In conclusion, it is easy to see that our owner property rights have been negated. The fundamental truth that an individual should have the ability to use and enjoy one's property has been nullified. We would like to formally state that we do not support or consent to the nomination of 3535 S. Lone Pine to be listed as a historic site. Thank you for your consideration of this matter.

Sincerely,

Mitchell D. Jenkins, MBA
Owner, Elevation Development Co.

Exhibit G

Landmarks Board May 6, 2019

Busch Municipal Building

840 Boonville Ave., 2nd Floor
Springfield, MO 65802

Dear Springfield Landmarks Board:

In 2014, City Council passed Ordinance 26407, which entailed the adoption of a blight study and Redevelopment Plan for the South Lone Pine Corridor. Not only was the and study that led to the blight designation funded completely by an interested developer, but the process by which the blight area was designated has since been recognized as flawed and is no longer in practice by City Council. Five years, three major developments, and 300 apartment units later, the Residents of Sequiota and Galloway are now trying desperately to cling to the identity and character of their neighborhood. There are very few buildings left in Sequiota and Galloway that hold the historical significance that embody the character of the town in which they stood at their creation. I am here today to ask you to designate 3535 S. Lone Pine a historic site due to its historical significance to the town of Sequiota and neighboring Galloway.

Built in 1929, this building began its history on old Highway 65 as a Multiple Use Filling Station and General Store, which were common during that time period. It later became Treadway's General Store, and most recently a specialty shop, One of a Kind. For 90 years 3535 South Lone Pine has been a dominant feature for anyone driving or biking through this corridor, visiting Sequiota Park, or using the Galloway Creek Greenway. During its time as an iconic General Store, this building served as the center of a bustling local community centered around the quarry and rail lines that drew workers and their families to settle this neighborhood originally.

Historic General Stores are popular tourist attractions around the state and country. One local example can be found at Turner Station in Turners, Missouri. The preservation and eventual rehabilitation of the Sequiota General Store would be a wonderful complement to Sequiota Park, which is already a designated Historic Site. Historical Site designation of buildings within Galloway Village, beginning with 3535 South Lone Pine, would benefit not only the neighborhood seeking its preservation, but also the city as a whole, and every other business in the area.

The residents of Galloway Village need to be assured that this neighborhood is not going to be transformed into something that is unrecognizable from the past. Preserving this building will be a great step toward renewing the sense of community pride that has begun to deteriorate in the face of all the recent, rapid development.

While new restaurants and shops may attract those living in other areas of the city, historic sites will attract tourists from outside the area. When people travel from out of town to visit an area, they typically stay longer and spend more money.

With the support of the City, Galloway Village is currently in the process of creating an intentional, well-planned concept for this unique corner of Springfield. Preserving historic buildings like this one has great potential to increase public appeal and enhance the important, original character of the area rather than changing it into something that is simply trendy for the moment.

With the help of this board and the City, our goal is to maximize the value of this neighborhood historically and aesthetically and create a thriving destination point where visitors can enjoy and appreciate what Galloway Village is today, as well as what it was in the past. Please help us during this critical moment by ensuring that the history of Galloway and Sequiota are not lost in a sea of massive new developments.

Thank you all so much for your time and consideration of this matter, and for your dedication to this community and the safeguarding of its rich history.

Sincerely,

Melanie L. Bach

Melanie Bach

3734 S. Elmview Ave

Springfield, MO 65804

417-882-3789

ELEVATION DEVELOPMENT CO.

May 2, 2019

Landmarks Board
County of Greene
840 Boonville Ave.
Springfield, MO 65802

Re: Nomination of 3535 S. Lone Pine, Springfield, MO as a Historic Site

Dear Landmarks Board:

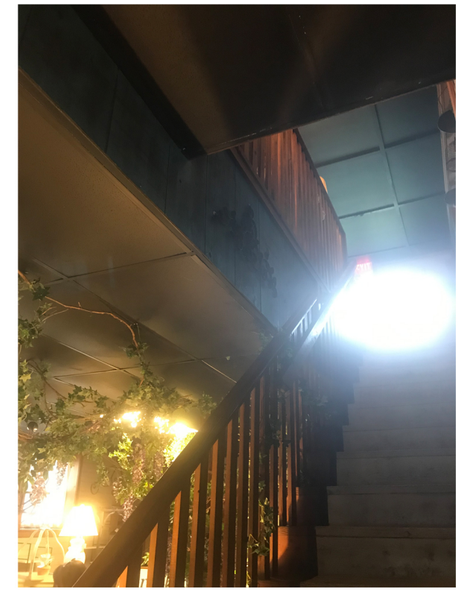
My name is Mitchell Jenkins, owner of Elevation Development CO. and the property located at 3535 S. Lone Pine, Springfield, MO. My wife, Amanda, and I are the sole owners of this property and this is a formal letter of objection to the nomination of this property as a historic site.

According to criteria established by the Missouri Department of Natural Resources and the Springfield Landmarks Board regulations, Sec. 36-404, criteria 1-13, we do not believe that the building at 3535 S. Lone Pine meets the criteria for classification as a historic site. The list below provides the rationale for the above statement:

Section 36-404 Criteria:

1. "Has significant character, interest, or value as part of the city, region, state or nation's history; or is associated with the life of a personality significant to the past." The original building was built in 1929 and was a general store named Sequiota Store that later became Treadway's Store. In the 1940's it remained a general store and has most recently been used as a furniture store. The present building does not resemble the building of the early and middle 1900s and would be considered a common, modern day building with regard to architecture and building materials. It no longer holds historic value due to its current state and character and no longer reflects the past.
2. "Is associated with the life of a personality significant to the past." N/A
3. "Is the site of a historic event with a significant effect upon the development, heritage or cultural characteristics of the city, region, state, or nation. " N/A
4. "Exemplifies the cultural, political, economic, social, or historic heritage of the community." Although there is a building at 3535 S. Lone Pine, it no longer resembles the original building or serves its original purpose, thus it no longer holds cultural, political, economic, social or historic value. Because it has served multiple purposes over the years, it holds no cultural significance to the character

The speakers that we have tonight will explain that we feel differently.



See photos...

I don't think this looks like a "common modern day building".

of the area. It is simply a building like many other buildings found anywhere in the Springfield area.

5. "Portrays the environment in the era of history characterized by a distinctive architectural style." N/A as discussed above.
6. "Embodies distinguishing characteristics of an architectural type or engineering specimen." N/A as discussed above.
7. "Is the work of a designer, architect, or contractor whose individual work has influenced the development of the city, region, state, or nation." N/A
8. "Contains elements of design, detail, materials, or craftsmanship which represent a style unique to the past." N/A as discussed above.
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10. "Represents an established and familiar visual feature of the neighborhood, community, or skyline, owing to its unique location or singular physical characteristics." As stated previously, the building is no longer unique and does not carry any historical value in its current style and condition. The other existing buildings behind it, cabins and a small living quarters, need attention as they are in disrepair; thus the reason for Galloway being designated a blighted area.
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We purchased the property because the City of Springfield had formally approved the Galloway Area Redevelopment Plan in 2014. In this plan, the city determined what would be considered the highest and best use for land within Galloway, that of a mixed-use development containing retail, office, and multi-family. We proposed a mixed-use development in our rezoning proposal based largely on the City's desire for this type of project. It is our intent that the development would fit the landscape and character of Sequiota Park and the Galloway area. Prior to our purchasing the property, the Galloway community had not shown formal opposition to development in Galloway nor did they nominate buildings as historic sites to stop development. However, after we purchased the property opposition grew. Most recently, the opposition group nominated this building.

The following timeline outlines the progression of events leading to where we are at this point and sheds light on, what we believe, is the reason the nomination was made, to halt further development in Galloway.

Absolutely NOT, the nomination was made to protect the historical character of our community.

Opposition began at the neighborhood meeting on July 16th when Derek Lee (his engineer) told us that a developer wanted to purchase and rezone the 3 acres to the north of this building and build a 4 story multi use / apartment complex there. He told us that Mr. Jenkins had a contract to purchase this property that was contingent on the rezoning of it to General Retail. The Galloway neighbors did not even know that this building was included in the plan. We expressed that we did not want to lose the old buildings.....he obviously heard us, because he has kept "the bike shop" in his new design. Opposition grew after this neighborhood meeting, and was documented by many media sources at the neighborhood meeting on August 21st.

Clearly, the neighbors did not want this type of development, but we also made it clear that we didn't want to lose the historical buildings that create the charming character of Galloway Village. I personally didn't even realize that people were researching the history of Galloway prior to this meeting, but they were and once we established our official Neighborhood Association, our neighbors made it clear that there should be a committee formed and they should prioritize determining how to protect the buildings that we still have. We have comment cards to document this. This was in October 2018.

Once again, let me be clear that we did not even know that Mr. Jenkins was interested in purchasing the One of a Kind building....but our committee started researching it and the Bike Shop building regardless. Because of the opposition to development in Galloway, City Council placed an "Administrative Delay" on the Lone Pine corridor from Battlefield Road to Republic Road on November 5th, 2018....I believe this would be considered a "formal opposition".

In the first part of 2019, we did hear that Mr. Jenkins purchased this building along with the property to the north of it. He actually purchased it on December 14, 2018....well after the Administrative Delay took place. Therefore, he purchased this property with full knowledge that there was significant opposition.

In March 2019, the research was completed on the One of a Kind building and so we then submitted the application for it to be nominated as a historical site.

- May 2018: We filed an application for the rezoning of our Galloway properties based on the City's 2014 Galloway Area Redevelopment Plan. Our vision was to construct a vibrant mixed-use development where people could further enjoy the Galloway District in a style appropriate to the area; similar to other projects in recent years. We received unanimous support from city staff after our pre-development meetings as our proposed development met the criteria found within that plan.
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In conclusion, it is easy to see that our owner property rights have been negated. The fundamental truth that an individual should have the ability to use and enjoy one's property has been nullified. We would like to formally state that we do not support or consent to the nomination of 3535 S. Lone Pine to be listed as a historic site. Thank you for your consideration of this matter.

Sincerely,

Mitchell D. Jenkins, MBA
Owner, Elevation Development Co.

greenecountyassessor.org

PARID: 1909203062 ROLL: RP_GM
ELEVATION ENTERPRISES LLC 3535 S LONE PINE AVE

Property Name	FLEA MKT/LIV QUARTERS
Property Address	3535 S LONE PINE AVE SPRINGFIELD
Subdivision	NONE
Tax District	105: SPRINGFIELD
School District	R12: SPRINGFIELD
Living Unit	
Residential SqFt	574
Commercial SqFt	5,140
Class	Commercial
Brief Tax Description	1.06A M/L BEG 175.15 FT N SW COR NE1/4 NW1/4 9/28/21 N 141.2 3 FT E 337.60 FTS 149.11 FT W 332.09 FT TO BEG (Note:Not to be used on legal documents)
Calculated Acres	1.0796
	SECTION TOWNSHIP RANGE 9 28N 21W
Book	2018
Page	04495118
Deed Date	14-DEC-18

Mailing Information

Owner1	ELEVATION ENTERPRISES LLC
Owner2	
In Care Of	
Address	520 W BRYANT ST APT C113
City, State, Zip	SPRINGFIELD MO 65810
Date last Updated	19-DEC-18

Sales

Sale Date	Book	Page	Grantor	Grantee
14-DEC-2018	2018	04495118	ONE OF A KIND INC	ELEVATION ENTERPRISES LLC

As you can see from the first two highlighted items, the statement "Prior to our purchasing the property, the Galloway community had not shown formal opposition to development in Galloway……." is incorrect.

He has failed to mention that he did not purchase the property until December 14th, 2018 in his time line. This seems to me to be a rather large omission of information. I have attached a document from the assessors office that shows the date purchased.

Mr. Jenkins has also failed to mention in his time line that he requested to appeal the administrative delay twice to the city and was denied each time….both happened prior to purchasing the property.

He himself has stated that there was strong opposition as early as July 16th, 2018 and the opposition resulted in an administrative delay on November 5th, 2018.

It is unfortunate that he and Amanda have faced undue financial burdens, however, they chose to purchase this property with full knowledge of opposition.

Another bit of information that was left out is that the property is now listed for sale along with the property to the north of it on the R.B. Murray website.

In summary, the Galloway Village neighbors are saddened by the thought of losing more of it's history and we are doing our best to keep it….we feel that this is part of what draws people to our village and without it, we are no different than any other part of Springfield.

One-rdg. _____
P. Hrngs. x
Pgs. 10
Filed: 05-28-19

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 130 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Official Map of the City of Springfield, Missouri, adopted pursuant to General Ordinance 1478, by changing the name of the 3000 to 3100 block of East Farm Road 188 to the 6400 to 6500 block of South Innovation Avenue. (Staff and Planning and Zoning Commission both recommend approval.)

WHEREAS, an application has been filed for a change of street name; 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 A," 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 B;" 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 Official Map of the City of Springfield, Missouri, adopted pursuant to General Ordinance 1478, is hereby amended by changing the name of Farm Road 188 to South Innovation Avenue as set forth herein:

PRESENT NAME	LOCATION	NEW NAME
Farm Road 188	3000-3100 blocks of East Farm Road 188	6400-6500 South Innovation Avenue

Section 2 – The City Clerk is hereby directed to make the modifications to the Official Map of the City of Springfield as adopted by General Ordinance 1478, as amended, as shown above.

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 - 130

FILED: 05-28-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Official Map of Springfield, adopted pursuant to General Ordinance 1478 by changing the street name of the 3000-3100 block of East Farm Road 188 to the 6400-6500 block of South Innovation Avenue. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

STREET NAME CHANGE NO. 77

This segment of roadway was previously a MODOT outer road and County Farm Road 188. There were residences along the roadway which were addressed using a County Farm Road east/west numbering range even though the City annexed this property in 2001. All the single-family residences along this street have been purchased by one owner which will be combined and developed into one development. This request is to rename the segment to “South Innovation Avenue” to reduce confusion and to assist with emergency responses. As part of this street name change, staff will reassign the addressing to the 6400-6500 block range which is the appropriate north/south addressing designation for this area.

The applicant is proposing the name change after their recent annexation and rezoning at 3192, 3194 and 3196 E. Farm Road 188. The applicant will be making improvements to the roadway as part of the rezoning requirements.

REMARKS:

The Planning and Zoning Commission held a public hearing on May 9, 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. This request will rename and reassign addressing block numbers for the former MODOT outer road and County Farm Road 188 to improve emergency response and to comply with City street naming standards.

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

Exhibit A

RECORD OF PROCEEDINGS
STREET NAME CHANGE 77
Planning and Zoning Commission May 9, 2019

Street Name Change 77
3000-3200 blk East Farm Road 188
Applicant: One Eighty-Eight, LLC

Mr. Hosmer stated that this a request to rename the former MODOT outer road and County Farm Road 188 to South Innovation Avenue. This request will rename and reassign addressing block numbers of County Farm Road 188 to improve emergency response and to comply with City street naming standards. There were residences along the roadway when the City annexed this property in 2001. However, all residences along this street have been purchased by one owner which will be combined and developed into one development. Planning and Zoning Commission's recommendation will be sent to City Council for final approval. Staff recommends approval.

Mr. Doennig opened the public meeting.

Ms. Molly Robb, 2045 W. Woodland Avenue, representing the owner and here to answer any questions.

Mr. Doennig closed the public hearing.

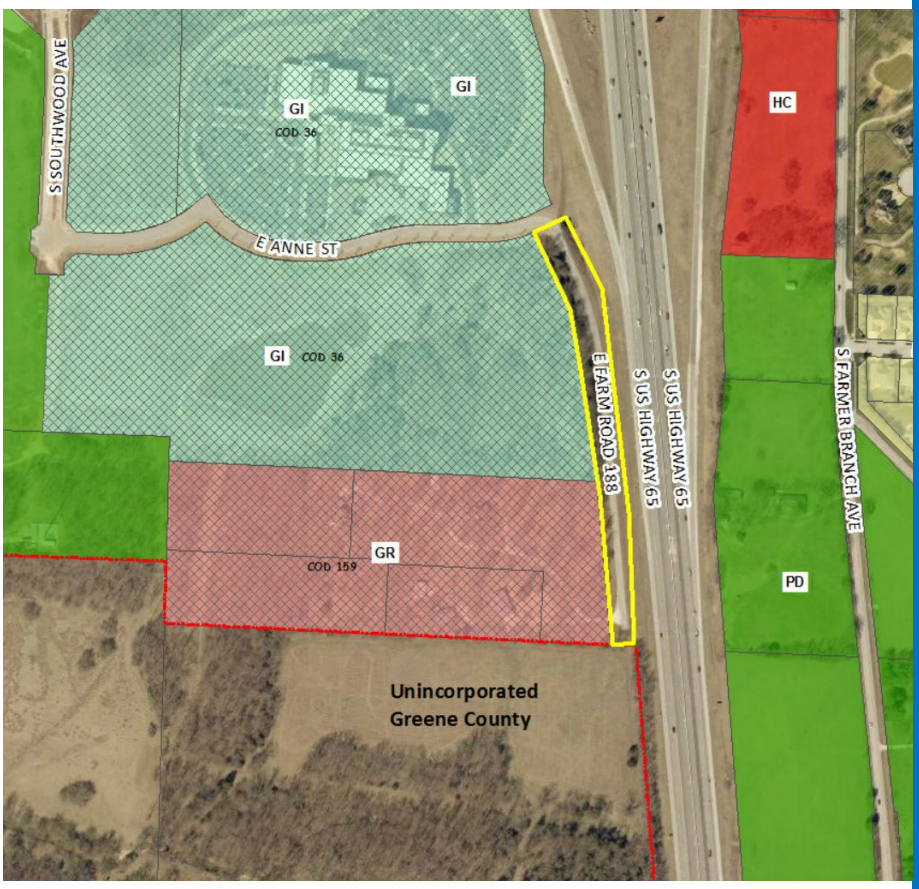
COMMISSION ACTION:
Mr. Rose motioned to approve Street Name Change 77 (3000-3200 blk East Farm Road 188). Ms. Broekhoven seconded the motion. Ayes: Doennig, Coltrin, Shuler, Broekhoven, Rose, and Jobe. Nays: None. Abstain: None. Absent: Cox, Ogilvy, and Thomas.

Bob Hosmer, AICP
Principal Planner

Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING: MAY 9, 2019

CITY COUNCIL PUBLIC HEARING: JUNE 3, 2019



CASE NUMBER:
Street Name Change No. 77

LOCATION:
3000-3100 block E. Farm Road 188

APPLICANT:
One Eighty-Eight, LLC

STAFF:
Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve the street name change, as submitted in the staff report

SUMMARY OF REQUEST:

Request to rename the 3000-3100 block of East Farm Road 188 to the 6400-6500 block of South Innovation Avenue

FINDINGS FOR STAFF RECOMMENDATION:

1. This request will rename and reassign addressing block numbers for the former MODOT outer road and County Farm Road 188 to improve emergency response and to comply with City street naming standards.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GI	County A-1	U.S. 65 ROW	GI & County C-2
LAND USE	Hospital uses	Vacant/undeveloped land	U.S. 65 Hwy	Vacant/undeveloped land and single-family residences

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

MAJOR THOROUGHFARE PLAN

PROPERTY HISTORY:

The subject street and right-of-way for East Farm Road 188 was annexed into the City in 2001. The street maintenance was transferred from MODOT to the City in 2013.

STAFF COMMENTS:

1. This segment of roadway was previously a MODOT outer road and County Farm Road 188. There were residences along the roadway which were addressed using a County Farm Road east/west numbering range even though the City annexed this property in 2001. All of the single-family residences along this street have been purchased by one owner which will be combined and developed into one development. This request is to rename the segment to "South Innovation Avenue" to reduce confusion and to assist with emergency responses. As part of this street name change, staff will reassign the addressing to the 6400-6500 block range which is the appropriate north/south addressing designation for this area.

2. The applicant is proposing the name change after their recent annexation and rezoning at 3192, 3194 and 3196 E. Farm Road 188. The applicant will be making improvements to the roadway as part of the rezoning requirements.

3. Street name changes require that the applicant post the affected street and mail letters to all the owners and tenants on the affected street. This has been completed.

4. Planning and Zoning Commission's recommendation on this case will be sent to City Council for final approval.

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

PUBLIC NOTIFICATION:

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 issues.

CITY UTILITIES:

No issues with proposed street name change.

E-911:

The 6400 block (odd numbered) South Innovation Ave would work just fine. The curve would become the intersection of East Anne Street / South Innovation Ave.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Traffic has no issues with the proposed street name change.

One-rdg. _____
P. Hrngs. X
Pgs. 30
Filed: 05-28-19

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 131 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.69 acres of property, generally located at 1820, 1830, 1834 and 1838 North Nixon Avenue, from a R-TH, Residential Townhouse District to RI, Restricted Industrial District and establishing Conditional Overlay District No. 173. (Staff recommends denial and Planning and Zoning Commission recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 1820, 1830, 1834 and 1838 North Nixon Avenue, and more fully described in "Exhibit B," which is attached hereto and incorporated herein by this reference, from a R-TH, Residential Townhouse to RI, Restricted Industrial and establishing Conditional Overlay District No. 173; 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 and recommendation that the application be denied, 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 is hereby rezoned from a R-TH, Residential Townhouse, or such zoning districts as are designated on the official zoning map adopted by City Council, to RI, Restricted Industrial and establishing Conditional Overlay District No. 173; 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 -131

FILED: 05-28-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.69 acres of property generally located at 1820, 1830, 1834 &1838 North Nixon Avenue from R-TH, Residential Townhouse to RI, Restricted Industrial and establish Conditional Overlay District No. 173. (Staff recommends denial and Planning and Zoning Commission recommends approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-12-2019/ CONDITIONAL OVERLAY DISTRICT NO. 173
The applicant is proposing to rezone approximately 1.69 acres of property generally located at 1820, 1830, 1834 &1838 North Nixon Avenue from R-TH, Residential Townhouse to RI, Restricted Industrial and establish Conditional Overlay District No. 173. The applicant intends to use the subject property as a buffer between HM and R-TH zoning.

REMARKS:

The Planning and Zoning Commission held a public hearing on May 9, 2019, and recommended to the proposed Conditional Overlay District No. 173, by a vote of 5 to 1.

Two errors were made in the staff report as provided to Planning and Zoning Commission in advance of their meeting on May 9, 2019 for consideration of Zoning Case Z-12-2018 w/ COD # 173. These errors do not change the original recommendation of staff to deny the requested zoning change or have any impact on traffic study requirements and street identification in the Major Thoroughfare Plan.

The staff report inaccurately states in three locations that the north portion of the property is designated for Medium or High-Density Housing land uses in the Comprehensive Plan. The Plan identifies this as Medium Intensity Retail, Office, and Housing, a more intense use than Medium or High-Density Housing. The second error occurs in the Conditional Overlay District limitation "B" attached to the staff report. The applicant requested a 25-foot height limitation. The COD gave a conflicting word and numerical description {fifty-five (25) feet}.

The applicant is requesting a Rezone from Residential Town House to Restricted Industrial. Based on the error the Commission approved a greater increase in intensity. However, this error does not change the incompatibility of this zoning request with the Comprehensive Plan. It also does not change the application of traffic study requirements, or the street classifications in the Major Thoroughfare Plan.

During staff's presentation the incorrect land uses were stated to Commission, however the correct height limitation was given.

Since Commission approved a greater increase in intensity than had the proper land use been listed, and the fact that the proper height was read, along with the fact that the applicant was present during the hearing, spoke with Commission and made no reference to these matters, staff believes that the applicant's case should proceed and does not need to be remanded to Planning and Zoning Commission.

This Explanation Sheet, Ordinance and the Exhibits contain the corrected information. The Planning and Development staff recommends the application be denied (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 the subject property as appropriate for Low-Density Housing. The northern portion of the subject property is identified as appropriate for Medium Intensity Retail, Office and Housing land uses. The applicant is proposing a zoning district that is more intense than what is recommended by the Plan.

2. The RI district is not consistent with the *Growth Management and Land Use Plan* of the *Comprehensive Plan* which states that protection of our existing residential neighborhoods is a prime concern. It is important to ensure that new land uses are not detrimental to residential areas and to recognize the vulnerability of residential areas to certain adverse impacts.

3. HM, Heavy Manufacturing zoning is adjacent to the west and south of the subject property, however, Nixon Avenue serves as the transitional boundary between the industrial and residential uses to the east. If the RI zoning could cross this boundary, the change to industrial land uses could become detrimental to the residential uses to the east and cause adverse impacts.

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 & Neighborhood Comments

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-12-2019 & CONDITIONAL OVERLAY DISTRICT NO. 173

The requirements of *Section 36-430* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

A. Uses – the following conditional uses, normally allowed in the RI District, are prohibited in the district
   1. Soup kitchens
   2. Overnight shelters or transitional service shelters

B. No structure shall exceed twenty -five (25) feet in height.

C. The minimum open space requirement shall be thirty (30) percent.

D. A bufferyard type F shall be required adjacent to residential zoned property

E. The rear setback shall be thirty (30) feet.

F. Refuse storage shall be located near Nixon Avenue and not be located along the property line shared with residential uses.

G. Mechanical and electrical equipment shall be located near Nixon Avenue, or on building roofs, and not be located in the rear yard along the property line shared with residential uses and shall be screened from view in accordance with section 36-480, screening and fencing.

H. Dedicate additional right-of-way to meet twenty-five (25) feet from the established centerline of Nixon Avenue.

I. Dedicate a ten (10) by ten (10) foot right-of-way sight triangle at the corner of Nixon Avenue and Commercial Street.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-12-2019 & CONDITIONAL OVERLAY DISTRICT NO. 173

All of Lots 26 through 46, Block C, in Yoakum Heights, a subdivision in Springfield, Greene County, Missouri.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-12-2019 & CONDITIONAL OVERLAY DISTRICT NO. 173
Planning and Zoning Commission May 9, 2019

Z-12-2019 w/COD #173
1820, 1830, 1834 & 1838 North Nixon Avenue
Applicant: A&D Group, LLC

Mr. Hosmer stated that this is a request to rezone approximately 1.69 acres of property generally located in the 1800 Block of North Nixon from R-TH, Residential Townhouse to RI, Restricted Industrial and establishing Conditional Overlay District No. 173. The Comprehensive Plan identifies the subject property as appropriate for Low-Density Housing. The northern portion of the subject property is identified as appropriate for Medium or High-Density Housing land uses. The applicant is proposing a zoning district that is more intense than what is recommended by the Plan. The Major Thoroughfare Plan classifies Nixon Avenue as a local roadway and West Commercial Street as a local roadway. A Traffic Impact Study will not be required. The property is not located in a FEMA designated floodplain or a stream buffer area, but the northern half is located in a sinkhole watershed. A fee in lieu of on-site stormwater detention will not be allowed and detention will be required. The Conditional Overlay District will include the following limitations:

- All RI District uses are allowed except for Soup kitchens and Overnight shelters or transitional service shelters. (The RI district allows for light manufacturing, warehousing, wholesales with no outside except for household resource recovery collection centers).
- No structure shall exceed fifty-five (25) feet in height (District allows for 40 feet).
- The minimum open space requirement shall be thirty (30) percent (District allows for 20%).
- A bufferyard type F shall be required adjacent to residential zoned property.
- The rear setback shall be thirty (30) feet (District allows for 10').
- Refuse storage shall be located near Nixon Avenue and not be located along the property line shared with residential uses.
- Mechanical and electrical equipment shall be located near Nixon Avenue, or on building roofs, and not be located in the rear yard along the property line shared with residential uses.
- Dedicate additional right-of-way Nixon Avenue.
- Dedicate 10'x10' ROW sight triangle at Nixon Avenue and Commercial Street.

The Comprehensive Plan does not support the rezoning and states that industrial areas are generally incompatible with residential uses and should not be located adjacent to residential areas. Industrial and manufacturing uses should be developed with sensitivity to surrounding land uses, the environment, public facilities including transportation, and the community as a whole. The northern half of the subject property is within a sinkhole watershed. The proposed RI zoning would direct industrial traffic to local streets with residential uses. Staff recommends denial.

Mr. Rose asked about the sink hole and where it is located.

Mr. Hosmer noted that it is located along the adjacent street as marked on the map presented

Mr. Jobe asked about the inconsistency with the Comprehensive Plan.

Mr. Hosmer noted that there are various land uses in the area.

Mr. Doennig opened the public hearing.

Mr. Adam Dunlap, 1838 N. Nixon, owns land to the west and zoned Heavy Manufacturing and wants a transitional buffer area to help protect the neighbors and stated that there was no opposition during the neighborhood meeting. He also gave out information about various businesses who are interested in utilizing the Heavy Manufacturing zones and believes this might help with sales in the area with a clear transitional buffer.

Mr. Doennig closed the public hearing.

Mr. Jobe stated that in view of the recommendation of denial because it appears that the developer has worked with the neighbors and believes it is appropriate for the area and will be in support of the rezoning.

Mr. Coltrin stated this is a good buffering situation and will be supporting the rezoning.

Mr. Rose noted that it does not follow the Comprehensive Plan but seems that this is a compelling case and intends to support it.

Ms. Broekhoven asked about buffer zones that collide with each other and asked about other zoning that the City would recommend.

Mr. Hosmer stated that the Comprehensive Plan does recommend Office or Limited Business, but Heavy Manufacturing is not a good idea.

COMMISSION ACTION:
Mr. Coltrin motioned to approve Z-12-2019 w/COD #173 (1820, 1830, 1834 & 1838 North Nixon Avenue). Mr. Rose seconded the motion. Ayes: Doennig, Coltrin, Shuler, Rose, and Jobe. Nays: Broekhoven. Abstain: None. Absent: Cox, Ogilvy, and Thomas.

Bob Hosmer, AICP
Principal Planner

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	MAY 9, 2019
CITY COUNCIL PUBLIC HEARING:	JUNE 3, 2019

CASE NUMBER:
Z-12-2019 w/ COD No. 173

PROJECT LOCATION: 1820, 1830, 1834 &1838 North Nixon Avenue

ACRES: 1.69 acres

EXISTING LAND USE: Single-family residence & undeveloped land

APPLICANT: A&D Group LLC

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

STAFF RECOMMENDATIONS:
Deny

PROPOSED MOTION:
Move to approve Z-12-2019 w/ COD No. 173 as submitted.

SUMMARY OF REQUEST:

To rezone approximately 1.69 acres of property generally located at 1820, 1830, 1834 &1838 North Nixon Avenue from R-TH, Residential Townhouse to RI, Restricted Industrial and establishing Conditional Overlay District No. 173.

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. The northern portion of the subject property is identified as appropriate for Medium or High-Density Housing land uses. The applicant is proposing a zoning district that is more intense than what is recommended by the Plan.

2. The RI district is not consistent with the *Growth Management and Land Use Plan* of the *Comprehensive Plan* which states that protection of our existing residential neighborhoods is a prime concern. It is important to ensure that new land uses are not detrimental to residential areas and to recognize the vulnerability of residential areas to certain adverse impacts.

3. HM, Heavy Manufacturing zoning is adjacent to the west and south of the subject property, however, Nixon Avenue serves as the transitional boundary between the industrial and residential uses to the east. If the RI zoning were allowed to cross this boundary, the change to industrial land uses could become detrimental to the residential uses to the east and cause adverse impacts.

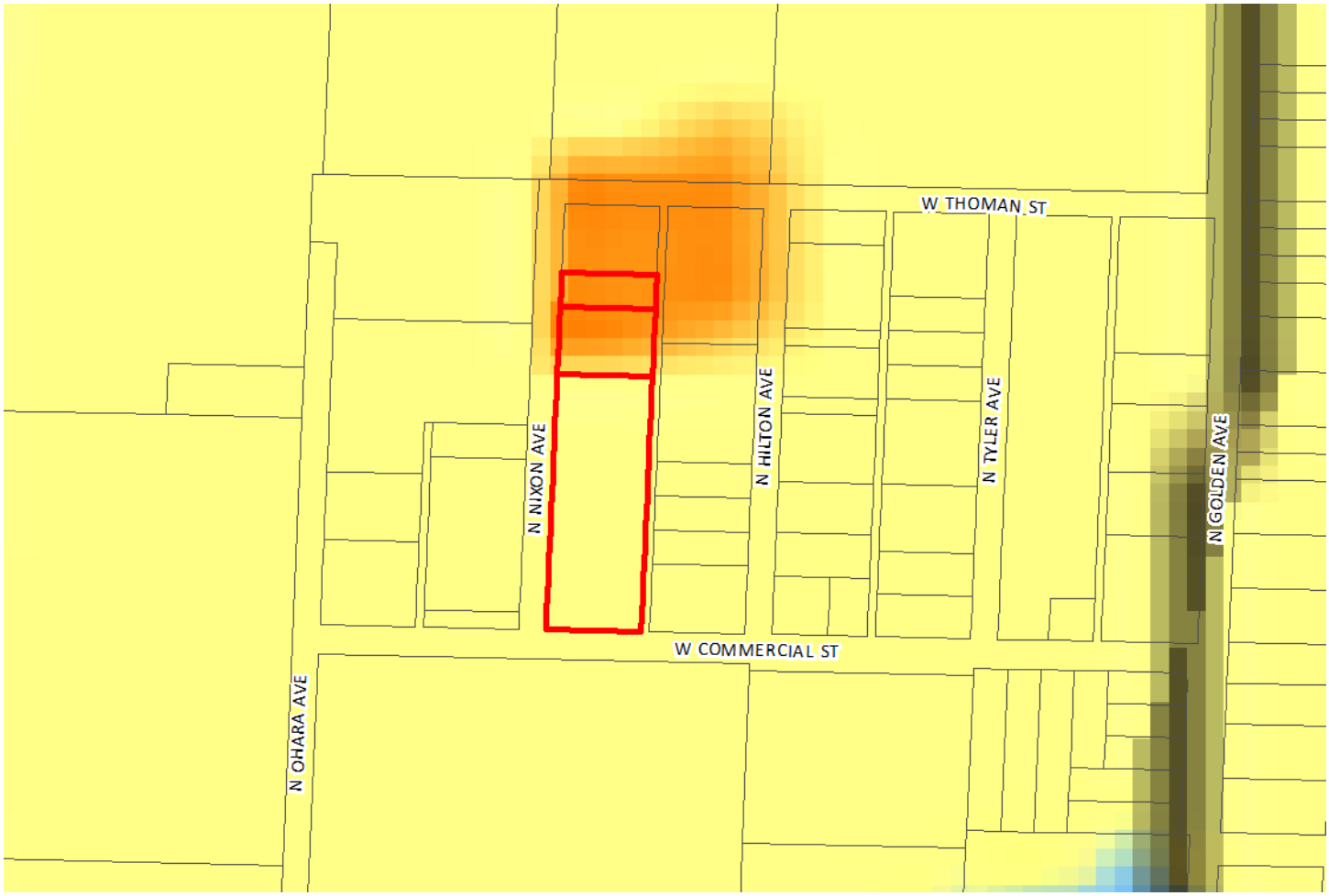
SURROUNDING ZONING AND LAND USES:				
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	R-TH	HM	R-TH	HM
LAND USE	Commercial Warehouse (legal non-conforming use)	Single-family residence, undeveloped land	Single-family residence, Commercial Warehouse (legal non-conforming use)	Undeveloped land, industrial use

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

GOOGLE MAPS STREET VIEW:

NIXON AVE

GROWTH MANAGEMENT AND LAND USE PLAN:



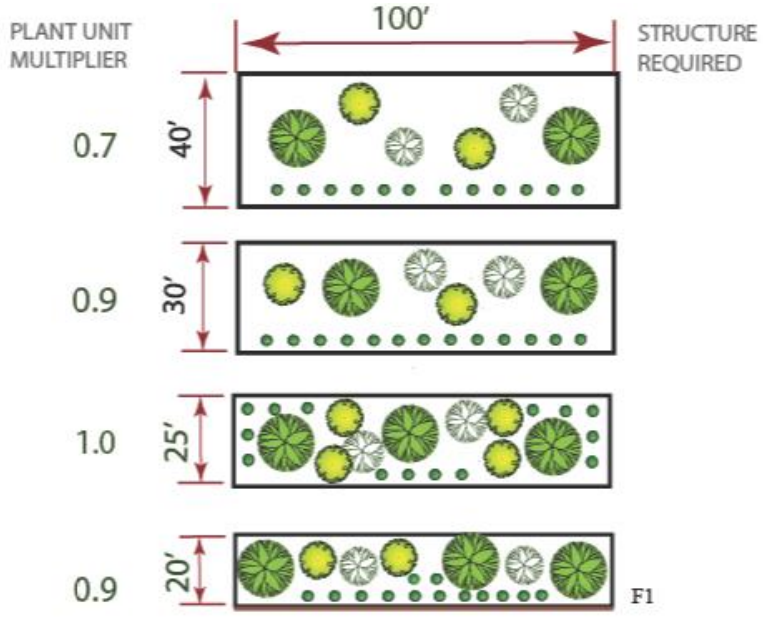
- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- 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 R-TH, Residential Townhouse in 1995 during the citywide re-mapping.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR RI
Maximum Structure Height	40 feet
Minimum open space	Not less than 20 percent
Maximum impervious area	Shall not exceed 80 percent of total lot area
Use Limitations	All activities and permitted uses, except off-street parking and loading facilities and household resource recovery collection centers, shall be conducted entirely within a completely enclosed building.

BULK PLANE	BUFFERYARD AND LANDSCAPING
None	

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. The northern portion of the subject property is identified as appropriate for Medium or High-Density Housing land uses. The applicant is proposing a zoning district that is more intense than what is recommended by the *Plan.*

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* states that protection of our existing residential neighborhoods are a prime concern. It is important to ensure that new land uses are not detrimental to residential areas and to recognize the vulnerability of residential areas to certain adverse impacts. This objective does not mean that nonresidential land uses are automatically inappropriate in residential areas; it means that design and location criteria must consider the existing residential areas. Mixed land uses, as well as mixed residential densities, will need to be accommodated in the future. These must be accommodated with sensitivity to existing residential neighborhoods. The

Plan encourages mixed use. However, where commercial areas are concentrated they should be sited and designed to have a minimal effect on adjacent lower-intensity development, and the environment.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* also states that new development should be compatible with existing development in terms of scale, materials, rooflines, setbacks and open space. Landscaped transitions should be used between sharply differing types of land use. Encourage the effective use of location, design and landscaping of commercial uses to screen and buffer neighborhoods from lights, signs, traffic noise and pollution, and other factors incompatible or conflicting with adjacent land uses. These practices will help ensure the integrity and function of the road system, reduce the length and frequency of auto trips, minimize impact on residential areas and contribute to the overall attractiveness of the community.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 1.69 acres of property generally located at 1820, 1830, 1834 &1838 North Nixon Avenue from R-TH, Residential Townhouse to RI, Restricted Industrial and establish Conditional Overlay District No. 173. The applicant intends to use the subject property as a buffer between HM and R-TH zoning.

2. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing. The northern portion of the subject property is identified as appropriate for Medium or High-Density Housing land uses. The applicant is proposing a zoning district that is more intense than what is recommended by the *Plan.*

3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* states that protection of our existing residential neighborhoods is a prime concern. It is important to ensure that new land uses are not detrimental to residential areas and to recognize the vulnerability of residential areas to certain adverse impacts. The *Plan* states that industrial areas are generally incompatible with residential uses and should not be located adjacent to residential areas. Industrial and manufacturing uses should be developed with sensitivity to surrounding land uses, the environment, public facilities including transportation, and the community as a whole. The northern half of the subject property is within a sinkhole watershed.

4. There is currently HM, Heavy Manufacturing zoning adjacent to the west and south of the subject property however, Nixon Avenue serves as the boundary between industrial and residential zoning districts to the east. If the RI zoning were allowed to cross the street, the change to industrial land uses could become detrimental to the residential uses to the east and cause adverse impacts. The Plan recommends that a transition area or a step-down land use should be provided between industrial and residential uses. Industrial and related uses that have excessive visual clutter, noise, glare and/or odors should provide adequate screening and buffering.

5. The subject property is located on Nixon Avenue and Commercial Street which are classified as Local Streets. The proposed RI zoning would direct industrial traffic to local streets with residential uses.

6. The applicant is proposing a Conditional Overlay District which would prohibit two Conditional Uses, limit structure height, increase the open space requirement to thirty (30) percent, increase the bufferyard to a type F and increase the rear setback to thirty (30) feet. Refuse storage and mechanical electrical equipment are also restricted to have less impact to adjacent residential property.

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 April 18, 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: 13 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 both N. Nixon Avenue and W. Commercial Street as Local roadways. The standard right-of-way width for both N. Nixon Avenue and W. Commercial Street are both 25 feet from centerline. It appears approximately 2 feet of additional right-of-way needs to be acquired along the entire length of the property frontage on N. Nixon Avenue, as well as a 10-foot by 10-foot right-of-way sight triangle at the corner of Nixon and Commercial. It does not appear any additional right-of-way is needed along W. Commercial Street. A survey is recommended to determine the exact amount of existing right-of-way. N. Nixon Avenue and W. Commercial Street are both City-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for either section of N. Nixon Avenue nor W. Commercial Street. On-street parking is permitted alongside both streets.

DRIVEWAY ACCESS

There is currently three driveway access points to/from the property from N. Nixon Avenue. All existing driveway approaches appear to meet minimum spacing requirements. However, if any modifications to the existing driveways is to occur, they must be brought up to current City Standards.

SIDEWALK

There is not currently sidewalk existing along the property frontage of neither N. Nixon Avenue nor W. Commercial Street. Sidewalk is required to be constructed along the entire length of the property frontage on both N. Nixon Avenue and W. Commercial Street, 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.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenways 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

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 does not currently have any plans to make improvements to these sections of N. Nixon Avenue or W. Commercial Street. However, there are plans to construct sidewalk along the east side of N. Golden Avenue to the east of the proposed rezoning. Construction of this sidewalk is still TBD.

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. Nixon Avenue	Local	Yes	23	25
Street 2	W. Commercial Street	Local	Yes	25	25

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	8.45	10.14	101.4	N/A
***Proposed Trips Generated**	11.83	11.83	87.88	N/A
Additional Trips Generated	3.38	1.69	-13.52	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 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 on-site stormwater detention will not be allowed and detention will be required. The property is not located in a stream buffer 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. 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.
5. Water quality will still need to be provided if more than one acre is disturbed.

Public Works Stormwater Division	Response
Drainage Basin	Upper Wilson's Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No but is in a sinkhole watershed
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

FIRE DEPARTMENT COMMENTS:

No objections to rezoning.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-12-2019 & CONDITIONAL OVERLAY DISTRICT NO. 173

The requirements of *Section 36-430* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

A. Uses – the following conditional uses, normally allowed in the RI District, are prohibited in the district
   1. Soup kitchens
   2. Overnight shelters or transitional service shelters

B. No structure shall exceed fifty-five (25) feet in height.

C. The minimum open space requirement shall be thirty (30) percent.

D. A bufferyard type F shall be required adjacent to residential zoned property

E. The rear setback shall be thirty (30) feet.

F. Refuse storage shall be located near Nixon Avenue and not be located along the property line shared with residential uses.

G. Mechanical and electrical equipment shall be located near Nixon Avenue, or on building roofs, and not be located in the rear yard along the property line shared with residential uses and shall be screened from view in accordance with section 36-480, screening and fencing.

H. Dedicate additional right-of-way to meet twenty-five (25) feet from the established centerline of Nixon Avenue.

I. Dedicate a ten (10) by ten (10) foot right-of-way sight triangle at the corner of Nixon Avenue and Commercial Street.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-TH to RI
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: 4-18-19 from 4PM - 6:30PM
3. Meeting Location: Library Station, Frisco Room
4. Number of invitations that were sent:
5. How the mailing list was generated: City Staff, Planning Dept.
6. Number of neighbors in attendance (attach a sign-in sheet): 7
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.)

   See Attached

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

   See Attached

I, Adam Dunlap *(print name)*, attest that the neighborhood meeting was held on April, 18th 2019 *(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

Adam Dunlap
Printed name of person completing affidavit

Frisco Room Attendance list

Name	Address	Phone #
1. Jim & Nancy Gillaspy	1840 N. O Hara	866-2898
2. Bob Hopkins Jr.	3304 W Dunton	865-2723
3. Bob Hopkins	3304 W Dunton	865-2723
4. D. Demora	1352 N. West Bypass	8806013
5. David Richard	2953 W, Mt Vernon ST	353-2049
6. Norma Jump	1828 N th Hilton	766-8722

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

DATE:	11-19-19	**Telephone No.**	417-880-6013
YOUR NAME:	D. Demare		
YOUR ADDRESS:	1352 N. West Bypass		
PROJECT ADDRESS:	1820 N. Nixon		

COMMENTS: We approve of the change in zoning

I think the buffer will benefit the community

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:	4-18-19	**Telephone No.**	417-353-2042
YOUR NAME:	David Richard		
YOUR ADDRESS:	2953 W. Mt Vernon ST	SPfld-MO 65802	
PROJECT ADDRESS:	1820 N. Nixon		

COMMENTS: I approve the Rezoning from R-TH - to R1
I approve of the buffer yard to increase to 30'

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611

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.

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The Land Use or Zoning Change Process:

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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:	4-18-19	**Telephone No.**	417-866-2898
YOUR NAME:	Clyde J. Gillaspy (Jim's Truck Repair)		
YOUR ADDRESS:	1840 N. Ohara Spfd. Mo.		
PROJECT ADDRESS:	1820 N. Nixon Spfd. Mo		

COMMENTS:

I Approve of Rezoning this project.

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:	4-18-19	**Telephone No.**	417-866-2898
YOUR NAME:	Nancy Gillaspy (Jim's Truck Repair)		
YOUR ADDRESS:	1840 N. Ollama Spfd Mo.		
PROJECT ADDRESS:	1820 N. Dixon Spfd Mo.		

COMMENTS:

We approve of this Rezoning to a buffer zone between Resident + commerical

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:	4-18-19	**Telephone No.**	865-2723
YOUR NAME:	Robert Hopkins Jr		
YOUR ADDRESS:	3304 W. Division		
PROJECT ADDRESS:	1820 N. Noom		

COMMENTS:

approve of rezoning from RTH to RI with buffer zone

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:	4-18-19	**Telephone No.**	865-2723
YOUR NAME:	Robert Hopkins Sr		
YOUR ADDRESS:	3304 W. Division		
PROJECT ADDRESS:	1820 N. Nixon		

COMMENTS:

approve of zoning with Buffers

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:	4/18/19	**Telephone No.**	417-766-8722
YOUR NAME:	Norma Jump		
YOUR ADDRESS:	1828 North Hilton		
PROJECT ADDRESS:	1820 N Nixon		

COMMENTS: VERBAL Comment: Norma made a verbal comment the she supported zoning change.

Filled out by Adam Dunlap

One Rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 05-28-19

Sponsored by: Fisk

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019 - 132 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Second Amendment to Article 18 – 'Wages,' of the Collective Bargaining Agreement between the City and the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22, and authorizing the City Manager, or his designee, to acknowledge and deliver the Second Amendment on behalf of the City to the Bargaining Unit; and declaring an emergency.

WHEREAS, the City of Springfield, Missouri (the "City") has an established framework for certain City employees to engage in collective bargaining, and this established framework is set forth in General Ordinance 6090; and

WHEREAS, the City recognizes the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 (hereinafter "SPOA 22"), as the sole collective bargaining representative of the Springfield Police Department by Special Ordinance 26344; and

WHEREAS, the City established a team (the "City's team") for the purposes of bargaining as the exclusive agent for the City for collective bargaining; and

WHEREAS, the City and SPOA 22 are parties to a certain Collective Bargaining Agreement effective July 1, 2017 ("The Collective Bargaining Agreement"); and

WHEREAS, the City's team met with SPOA 22 and conferred and discussed wages, benefits, and other terms and conditions of employment in order to reach a mutually satisfactory proposed Second Amendment to Article 18 of The Collective Bargaining Agreement; and

WHEREAS, the City's team and SPOA 22 reached an agreement on the Second Amendment to Article 18 of The Collective Bargaining Agreement by and between the City and SPOA 22 and submit the proposed Second Amendment ("Exhibit 1") to City Council for consideration and approval; and

WHEREAS, the agreement on the proposed Second Amendment to Article 18 – Wages is economically consistent with the Fiscal Year 2019-2020 budget submitted for approval by City Council.

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

Section 1 – The proposed Second Amendment to Article 18 – 'Wages,' of the Collective Bargaining Agreement by and between the City and SPOA 22, which is attached hereto and incorporated herein by this reference as "Exhibit 1," has been reviewed and considered by City Council.

Section 2 – City Council approves the proposed Second Amendment to the Collective Bargaining Agreement attached as "Exhibit 1" and hereby approves the Second Amendment to Article 18 – 'Wages' of the Collective Bargaining Agreement as a final and binding Second Amendment between the City and SPOA 22 for a finite term and duration as set forth within the terms of the Collective Bargaining Agreement, as now amended.

Section 3 – City Council hereby authorizes and directs the City Manager, or his designee, to acknowledge and deliver, for and on behalf of, and as the act and deed of the City, the Second Amendment to Article 18 – 'Wages' of the Collective Bargaining Agreement to SPOA 22 as the final and binding Second Amendment to the Collective Bargaining Agreement between the City and SPOA 22, and such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4 – This Ordinance shall inure to the benefit of the City and SPOA 22 and their respective successors and assigns.

Section 5 – The sections of this Ordinance shall be severable. In the event any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance shall be deemed valid, unless the court finds the valid sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon the void sections, that it cannot be presumed that City Council would have enacted the valid sections without those deemed invalid; or unless the court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 6 – City Council hereby finds and declares that an emergency exists in that this Ordinance relates to labor management relations and employee compensation and benefits, and therefore, involves the immediate preservation of public peace, property, health, and safety; therefore, this Ordinance shall be in full force and effect immediately after its adoption by the City Council.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-132

FILED: 05-28-19

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: Approving the Second Amendment to Article 18 – 'Wages' of the Collective Bargaining Agreement, between the City and the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22, and authorizing the City Manager, or his designee, to acknowledge and deliver the Second Amendment on behalf of the City to the Bargaining Unit; and declaring an emergency.

BACKGROUND: In light of Missouri Supreme Court rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the Springfield Police Officers' Association Fraternal Order of Police Lodge 22, the sole Bargaining Unit of the Springfield Police Department. The current agreement was entered into on July 1, 2017, and is being amended a second time. The attached "Exhibit 1," reflects the Second Amendment to Article 18 – 'Wages' of the Collective Bargaining Agreement, and this second amendment to the agreement was reached voluntarily through the collective bargaining process. The second amendment is to be effective July 1, 2019, through June 30, 2020.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies.

It is respectfully requested that Council give consideration and approval of the Second Amendment to Article 18 – 'Wages' of the Collective Bargaining Agreement, and that Council approve this second amendment to the Collective Bargaining Agreement with an effective date of July 1, 2019, through June 30, 2020.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

Exhibit 1

SECOND AMENDMENT TO ARTICLE 18 – WAGES OF THE COLLECTIVE BARGAINING AGREEMENT

THIS SECOND AMENDMENT to Article 18 of THE COLLECTIVE BARGAINING AGREEMENT BETWEEN: THE CITY OF SPRINGFIELD, MISSOURI AND THE SPRINGFIELD POLICE OFFICERS' ASSOCIATION (SPOA), FRATERNAL ORDER OF POLICE LODGE 22 (the "Second Amendment") is between The City of Springfield, Missouri ("the City"), and The Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 ("SPOA 22").

WHEREAS, the City and SPOA 22 are parties to a certain Collective Bargaining Agreement effective July 1, 2017 (the "Agreement"); and

WHEREAS, the City and SPOA 22 wish to amend a certain provision of the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective as of the date approved by City Council, Article 18 – Wages, of the Agreement, is hereby deleted in its entirety and the following is inserted in its place:

ARTICLE 18 – WAGES

18.1 The economic package for SPOA 22 for Fiscal Year 2020 ("economic package") includes the following:

(a) Effective during Fiscal Year 2020, the City will fund the Merit Steps for all Salary Grades within the bargaining unit contained in the Law Enforcement Schedule (LES) pay schedule.

(b) Effective July 7, 2019, with a corresponding pay date of July 25, 2019, the City will create a new Step 14 for the salary grades specified below:

i. Step 14 for LES 2 will include a base amount of two and one-half (2.5%) percent increase above the base amount of the previous top step (Step 13);

ii. Step 14 for LES 5 will include a base amount of two and one-half (2.5%) percent increase above the base amount of the previous top step (Step 13);

iii. Step 14 for LES 10 will include a base amount of one and one-half (1.5%) percent increase above the base amount of the previous top step (Step 13); and

iv. LES bargaining unit employees who are already at Step 13 as of July 7, 2019 will be advanced to Step 14 that same pay period.

(c) Effective July 7, 2019, with a corresponding pay date of July 25, 2019, the City will implement a one (1%) percent across-the-board pay increase.

(d) Effective January 5, 2020, with a corresponding pay date of January 23, 2020 the City will implement a one (1%) percent across-the-board pay increase for all members of the Bargaining Unit.

(e) The parties have reviewed the pay schedules attached as Exhibits A and B to this Second Amendment and have agreed that they have been accurately prepared.

18.2 Beginning with the 70th Academy Class, LES probationary employees who graduate from the Springfield Police Academy and after being commissioned as a law enforcement officer shall advance on the LES 2 Salary Grade from Step 1 to Step 2 effective the beginning of the first full pay period following academy graduation. Once advancement to Step 2 occurs the employee is then eligible to advance to the next step consistent with the criteria outlined in Merit Rule 18.2(a).

18.3 If at any time during Fiscal Year 2020 any Employee Group of City employees receives a wage and/or benefit package representing an amount greater than the economic package set forth above, then the SPOA 22 bargaining unit shall receive an across the board increase equal to the amount received by the Employee Group that is greater than their economic package. This "me too" provision shall take effect the first pay period following the City Council's approval of the other Employee Group's economic package, whether it is approved at the beginning of Fiscal Year 2020 or later in the fiscal year. This does not apply when increases or adjustments are made to specific positions within a defined Employee Group, or to those positions who report directly to City Council, or to an administrative board.

2. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date and year first written below.

_____
Date

THE CITY

By:_____
Jason Gage, City Manager

SPOA 22

By:_____
Chris Welsh, President

CITY OF SPRINGFIELD, MO

Human Resources Department

LAW ENFORCEMENT (LES) SALARY SCHEDULE

EXHIBIT A

SALARY CHANGE: **Tentative CBA: Addition of a new top step at 2.5% for union Salary Grades 2 & 5. New top step at 1.5% for union Salary Grade 10. 1% increase to all steps for Salary Grades 2, 5, & 10**

EFFECTIVE DATE: **7/7/2019**

PAY DATE: **7/25/2019**

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		GRADE
		1,409.60		**1,482.40**		**1,556.80**		**1,619.20**		**1,684.00**		**1,757.60**		**1,835.20**		**1,925.60**	
LES 2	17.62	36,649.60	18.53	38,542.40	19.46	40,476.80	20.24	42,099.20	21.05	43,784.00	21.97	45,697.60	22.94	47,715.20	24.07	50,065.60	**LES 2**
		1,532.00		**1,598.40**		**1,666.40**		**1,752.80**		**1,832.80**		**1,916.00**		**2,000.80**		**2,099.20**	
LES 5	19.15	39,832.00	19.98	41,558.40	20.83	43,326.40	21.91	45,572.80	22.91	47,652.80	23.95	49,816.00	25.01	52,020.80	26.24	54,579.20	**LES 5**
		1,758.40		**1,852.00**		**1,930.40**		**2,026.40**		**2,118.40**		**2,213.60**		**2,312.00**		**2,428.00**	
LES 10	21.98	45,718.40	23.15	48,152.00	24.13	50,190.40	25.33	52,686.40	26.48	55,078.40	27.67	57,553.60	28.90	60,112.00	30.35	63,128.00	**LES 10**

Partial Steps

GRADE	STEP 9		STEP 10		STEP 11		STEP 12		STEP 13		STEP 14		GRADE
		2,003.20		**2,083.20**		**2,165.60**		**2,252.00**		**2,432.00**		**2,492.80**	
LES 2	25.04	52,083.20	26.04	54,163.20	27.07	56,305.60	28.15	58,552.00	30.40	63,232.00	31.16	64,812.80	**LES 2**
		2,184.00		**2,272.00**		**2,362.40**		**2,456.00**		**2,648.00**		**2,714.40**	
LES 5	27.30	56,784.00	28.40	59,072.00	29.53	61,422.40	30.70	63,856.00	33.10	68,848.00	33.93	70,574.40	**LES 5**
		2,525.60		**2,626.40**		**2,730.40**		**2,840.80**		**3,080.00**		**3,126.40**	
LES 10	31.57	65,665.60	32.83	68,286.40	34.13	70,990.40	35.51	73,860.80	38.50	80,080.00	39.08	81,286.40	**LES 10**

Partial Step Eligibility: 12/2002

CITY OF SPRINGFIELD, MO

Human Resources Department

LAW ENFORCEMENT (LES) SALARY SCHEDULE

EXHIBIT B

SALARY CHANGE: **Tentative CBA: 1% increase to all steps for Salary Grades 2, 5, & 10**

EFFECTIVE DATE: **1/5/2020**

PAY DATE: **1/23/2020**

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		GRADE
		1,424.00		**1,497.60**		**1,572.80**		**1,636.00**		**1,701.60**		**1,775.20**		**1,853.60**		**1,945.60**	
LES 2	17.80	37,024.00	18.72	38,937.60	19.66	40,892.80	20.45	42,536.00	21.27	44,241.60	22.19	46,155.20	23.17	48,193.60	24.32	50,585.60	**LES 2**
		1,548.00		**1,614.40**		**1,683.20**		**1,770.40**		**1,851.20**		**1,935.20**		**2,021.60**		**2,120.80**	
LES 5	19.35	40,248.00	20.18	41,974.40	21.04	43,763.20	22.13	46,030.40	23.14	48,131.20	24.19	50,315.20	25.27	52,561.60	26.51	55,140.80	**LES 5**
		1,776.00		**1,871.20**		**1,950.40**		**2,047.20**		**2,140.00**		**2,236.00**		**2,335.20**		**2,452.80**	
LES 10	22.20	46,176.00	23.39	48,651.20	24.38	50,710.40	25.59	53,227.20	26.75	55,640.00	27.95	58,136.00	29.19	60,715.20	30.66	63,772.80	**LES 10**

Partial Steps

GRADE	STEP 9		STEP 10		STEP 11		STEP 12		STEP 13		STEP 14		GRADE
		2,024.00		**2,104.80**		**2,188.00**		**2,275.20**		**2,456.80**		**2,518.40**	
LES 2	25.30	52,624.00	26.31	54,724.80	27.35	56,888.00	28.44	59,155.20	30.71	63,876.80	31.48	65,478.40	**LES 2**
		2,206.40		**2,295.20**		**2,386.40**		**2,480.80**		**2,675.20**		**2,741.60**	
LES 5	27.58	57,366.40	28.69	59,675.20	29.83	62,046.40	31.01	64,500.80	33.44	69,555.20	34.27	71,281.60	**LES 5**
		2,551.20		**2,652.80**		**2,758.40**		**2,869.60**		**3,111.20**		**3,158.40**	
LES 10	31.89	66,331.20	33.16	68,972.80	34.48	71,718.40	35.87	74,609.60	38.89	80,891.20	39.48	82,118.40	**LES 10**

Partial Step Eligibility: 12/2002

One rdg. _____
P. Hrngs. _____
Pgs. 38
Filed: 05-28-19

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019 - 133 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Collective Bargaining Agreement by and between the City and the Bargaining Unit of the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO, by authorizing the City Manager, or his designee, to acknowledge and deliver the Collective Bargaining Agreement on behalf of the City to the Bargaining Unit; and declaring an emergency.

_____

WHEREAS, the City of Springfield, Missouri (the "City") has an established framework for certain City employees to engage in collective bargaining, and this established framework is set forth in General Ordinance 6090; and

WHEREAS, the City recognizes, via election, that the Bargaining Unit of the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO ("IBEW Local No. 753") has been designated and selected as the sole collective bargaining representative of certain classifications in the Crafts, Trades and Labor ("CTL") Employee Group and Pay Schedule ("Exhibit 1," Certification of Representation); and

WHEREAS, the City established a team (the "City's team") for the purposes of bargaining as the exclusive agent for the City for collective bargaining; and

WHEREAS, the City's team met with IBEW Local No. 753 and conferred and discussed wages, benefits, and other terms and conditions of employment in order to reach a mutually satisfactory proposed collective bargaining agreement; and

WHEREAS, the City's team and IBEW Local No. 753 reached an agreement on a proposed collective bargaining agreement by and between the City and IBEW Local No. 753 and submit the proposed collective bargaining agreement "Exhibit 2," to City Council for consideration and approval; and

WHEREAS, the proposed Article XV – 'Wages,' of the agreement, is economically consistent with the Fiscal Year 2019-2020 budget submitted for approval

by City Council.

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

Section 1 – The proposed collective bargaining agreement, by and between the City and IBEW Local No. 753, attached hereto and incorporated herein as “Exhibit 2,” has been reviewed and considered by City Council.

Section 2 – City Council approves the proposed collective bargaining agreement attached as “Exhibit 2” and hereby approves and accepts the collective bargaining agreement as a final and binding agreement between the City and IBEW Local No. 753 for a finite term and duration as set forth within the terms of the collective bargaining agreement.

Section 3 – City Council hereby authorizes and directs the City Manager, or his designee, to acknowledge and deliver, for and on behalf of, and as the act and deed of the City, the collective bargaining agreement to IBEW Local No. 753 as the final and binding collective bargaining agreement between the City and IBEW Local No. 753, and such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4 – This Ordinance shall inure to the benefit of the City and IBEW Local No. 753 and their respective successors and assigns.

Section 5 – The sections of this Ordinance shall be severable. In the event any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance shall be deemed valid, unless the court finds the valid sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon the void sections, that it cannot be presumed that City Council would have enacted the valid sections without those deemed invalid; or unless the court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 6 – City Council hereby finds and declares that an emergency exists in that this Ordinance relates to labor management relations and employee compensation and benefits, and therefore, involves the immediate preservation of public peace, property, health, and safety; therefore, this Ordinance shall be in full force and effect immediately after its adoption by City Council.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 133

FILED: 05-28-19

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: Approving the Collective Bargaining Agreement by and between the City and the Bargaining Unit of the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO, by authorizing the City Manager, or his designee, to acknowledge and deliver the Collective Bargaining Agreement on behalf of the City to the Bargaining Unit; and declaring an emergency.

BACKGROUND: In light of Missouri Supreme Court rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. As a part of General Ordinance 6090, the City entered into collective bargaining with the International Brotherhood of Electrical Workers AFL-CIO Local Union Number 753 ("IBEW Local No. 753") the Bargaining Unit of the Crafts, Trades and Labor ("CTL") Employee Group. The attached agreement reflects all agreements reached voluntarily through the collective bargaining process and as attached in "Exhibit 2."

This contract will go into effect July 1, 2019, and will expire June 30, 2022.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies.

It is respectfully requested that City Council give consideration and approval of the IBEW Local No. 753 CTL Collective Bargaining Agreement with an effective date of July 1, 2019, through June 30, 2022.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

Exhibit 1

SECOND AMENDMENT TO ARTICLE 18 – WAGES OF THE COLLECTIVE BARGAINING AGREEMENT

THIS SECOND AMENDMENT to Article 18 of THE COLLECTIVE BARGAINING AGREEMENT BETWEEN: THE CITY OF SPRINGFIELD, MISSOURI AND THE SPRINGFIELD POLICE OFFICERS' ASSOCIATION (SPOA), FRATERNAL ORDER OF POLICE LODGE 22 (the "Second Amendment") is between The City of Springfield, Missouri ("the City"), and The Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 ("SPOA 22").

WHEREAS, the City and SPOA 22 are parties to a certain Collective Bargaining Agreement effective July 1, 2017 (the "Agreement"); and

WHEREAS, the City and SPOA 22 wish to amend a certain provision of the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective as of the date approved by City Council, Article 18 – Wages, of the Agreement, is hereby deleted in its entirety and the following is inserted in its place:

ARTICLE 18 – WAGES

18.1 The economic package for SPOA 22 for Fiscal Year 2020 ("economic package") includes the following:

(a) Effective during Fiscal Year 2020, the City will fund the Merit Steps for all Salary Grades within the bargaining unit contained in the Law Enforcement Schedule (LES) pay schedule.

(b) Effective July 7, 2019, with a corresponding pay date of July 25, 2019, the City will create a new Step 14 for the salary grades specified below:

i. Step 14 for LES 2 will include a base amount of two and one-half (2.5%) percent increase above the base amount of the previous top step (Step 13);

ii. Step 14 for LES 5 will include a base amount of two and one-half (2.5%) percent increase above the base amount of the previous top step (Step 13);

iii. Step 14 for LES 10 will include a base amount of one and one-half (1.5%) percent increase above the base amount of the previous top step (Step 13); and

iv. LES bargaining unit employees who are already at Step 13 as of July 7, 2019 will be advanced to Step 14 that same pay period.

(c) Effective July 7, 2019, with a corresponding pay date of July 25, 2019, the City will implement a one (1%) percent across-the-board pay increase.

(d) Effective January 5, 2020, with a corresponding pay date of January 23, 2020 the City will implement a one (1%) percent across-the-board pay increase for all members of the Bargaining Unit.

(e) The parties have reviewed the pay schedules attached as Exhibits A and B to this Second Amendment and have agreed that they have been accurately prepared.

18.2 Beginning with the 70th Academy Class, LES probationary employees who graduate from the Springfield Police Academy and after being commissioned as a law enforcement officer shall advance on the LES 2 Salary Grade from Step 1 to Step 2 effective the beginning of the first full pay period following academy graduation. Once advancement to Step 2 occurs the employee is then eligible to advance to the next step consistent with the criteria outlined in Merit Rule 18.2(a).

18.3 If at any time during Fiscal Year 2020 any Employee Group of City employees receives a wage and/or benefit package representing an amount greater than the economic package set forth above, then the SPOA 22 bargaining unit shall receive an across the board increase equal to the amount received by the Employee Group that is greater than their economic package. This "me too" provision shall take effect the first pay period following the City Council's approval of the other Employee Group's economic package, whether it is approved at the beginning of Fiscal Year 2020 or later in the fiscal year. This does not apply when increases or adjustments are made to specific positions within a defined Employee Group, or to those positions who report directly to City Council, or to an administrative board.

2. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date and year first written below.

_____
Date

THE CITY

By:_____
Jason Gage, City Manager

SPOA 22

By:_____
Chris Welsh, President

CITY OF SPRINGFIELD, MO

Human Resources Department

LAW ENFORCEMENT (LES) SALARY SCHEDULE

Exhibit A

SALARY CHANGE: **Tentative CBA: Addition of a new top step at 2.5% for union Salary Grades 2 & 5. New top step at 1.5% for union Salary Grade 10. 1% increase to all steps for Salary Grades 2, 5, & 10**

EFFECTIVE DATE: **7/7/2019**

PAY DATE: **7/25/2019**

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		GRADE
		1,409.60		**1,482.40**		**1,556.80**		**1,619.20**		**1,684.00**		**1,757.60**		**1,835.20**		**1,925.60**	
LES 2	17.62	36,649.60	18.53	38,542.40	19.46	40,476.80	20.24	42,099.20	21.05	43,784.00	21.97	45,697.60	22.94	47,715.20	24.07	50,065.60	**LES 2**
		1,532.00		**1,598.40**		**1,666.40**		**1,752.80**		**1,832.80**		**1,916.00**		**2,000.80**		**2,099.20**	
LES 5	19.15	39,832.00	19.98	41,558.40	20.83	43,326.40	21.91	45,572.80	22.91	47,652.80	23.95	49,816.00	25.01	52,020.80	26.24	54,579.20	**LES 5**
		1,758.40		**1,852.00**		**1,930.40**		**2,026.40**		**2,118.40**		**2,213.60**		**2,312.00**		**2,428.00**	
LES 10	21.98	45,718.40	23.15	48,152.00	24.13	50,190.40	25.33	52,686.40	26.48	55,078.40	27.67	57,553.60	28.90	60,112.00	30.35	63,128.00	**LES 10**

Partial Steps

GRADE	STEP 9		STEP 10		STEP 11		STEP 12		STEP 13		STEP 14		GRADE
		2,003.20		**2,083.20**		**2,165.60**		**2,252.00**		**2,432.00**		**2,492.80**	
LES 2	25.04	52,083.20	26.04	54,163.20	27.07	56,305.60	28.15	58,552.00	30.40	63,232.00	31.16	64,812.80	**LES 2**
		2,184.00		**2,272.00**		**2,362.40**		**2,456.00**		**2,648.00**		**2,714.40**	
LES 5	27.30	56,784.00	28.40	59,072.00	29.53	61,422.40	30.70	63,856.00	33.10	68,848.00	33.93	70,574.40	**LES 5**
		2,525.60		**2,626.40**		**2,730.40**		**2,840.80**		**3,080.00**		**3,126.40**	
LES 10	31.57	65,665.60	32.83	68,286.40	34.13	70,990.40	35.51	73,860.80	38.50	80,080.00	39.08	81,286.40	**LES 10**

Partial Step Eligibility: 12/2002

CITY OF SPRINGFIELD, MO

Human Resources Department

LAW ENFORCEMENT (LES) SALARY SCHEDULE

Exhibit B

SALARY CHANGE: **Tentative CBA: 1% increase to all steps for Salary Grades 2, 5, & 10**

EFFECTIVE DATE: 1/5/2020

PAY DATE: 1/23/2020

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		GRADE
		1,424.00		**1,497.60**		**1,572.80**		**1,636.00**		**1,701.60**		**1,775.20**		**1,853.60**		**1,945.60**	
LES 2	17.80	37,024.00	18.72	38,937.60	19.66	40,892.80	20.45	42,536.00	21.27	44,241.60	22.19	46,155.20	23.17	48,193.60	24.32	50,585.60	**LES 2**
		1,548.00		**1,614.40**		**1,683.20**		**1,770.40**		**1,851.20**		**1,935.20**		**2,021.60**		**2,120.80**	
LES 5	19.35	40,248.00	20.18	41,974.40	21.04	43,763.20	22.13	46,030.40	23.14	48,131.20	24.19	50,315.20	25.27	52,561.60	26.51	55,140.80	**LES 5**
		1,776.00		**1,871.20**		**1,950.40**		**2,047.20**		**2,140.00**		**2,236.00**		**2,335.20**		**2,452.80**	
LES 10	22.20	46,176.00	23.39	48,651.20	24.38	50,710.40	25.59	53,227.20	26.75	55,640.00	27.95	58,136.00	29.19	60,715.20	30.66	63,772.80	**LES 10**

Partial Steps

GRADE	STEP 9		STEP 10		STEP 11		STEP 12		STEP 13		STEP 14		GRADE
		2,024.00		**2,104.80**		**2,188.00**		**2,275.20**		**2,456.80**		**2,518.40**	
LES 2	25.30	52,624.00	26.31	54,724.80	27.35	56,888.00	28.44	59,155.20	30.71	63,876.80	31.48	65,478.40	**LES 2**
		2,206.40		**2,295.20**		**2,386.40**		**2,480.80**		**2,675.20**		**2,741.60**	
LES 5	27.58	57,366.40	28.69	59,675.20	29.83	62,046.40	31.01	64,500.80	33.44	69,555.20	34.27	71,281.60	**LES 5**
		2,551.20		**2,652.80**		**2,758.40**		**2,869.60**		**3,111.20**		**3,158.40**	
LES 10	31.89	66,331.20	33.16	68,972.80	34.48	71,718.40	35.87	74,609.60	38.89	80,891.20	39.48	82,118.40	**LES 10**

Partial Step Eligibility: 12/2002

Exhibit 2

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE CITY OF SPRINGFIELD, MISSOURI

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AFL-CIO LOCAL UNION NUMBER 753

REGARDING:

THE BARGAINING UNIT EMPLOYEES IN THE

CRAFTS, TRADES and LABOR (CTL) EMPLOYEE GROUP

EFFECTIVE DATE: July 1, 2019

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Article I: Collective Bargaining Agreement

This Collective Bargaining Agreement (hereinafter referred to as the "Agreement" or "CBA") effective as of July 1, 2019, by and between the City of Springfield Missouri (hereinafter referred to as the "City") and International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO (hereinafter referred to as the "Union") provides:

Article II: Purpose of Agreement

The City and the Union desiring to define their respective rights, duties, and obligations concerning wages, hours, rules, and other conditions of employment, for certain employees of the City, have agreed that this Agreement records the results of completed negotiations.

Article III: Efficiency and Loyalty

The City and the employees recognize that public acceptance of our performance and service is paramount for harmonious community relations. The employees and the public have an obligation to each other since economic and social well-being of the community is in part dependent upon the public works services furnished by the City. The City, the employees, and the community will benefit by attempting to settle differences by a balanced best interest approach.

Article IV: Separability

If any provision of this Agreement is in violation of any City Ordinance, County Court Order, State or Federal law now in effect or hereinafter to become effective, the remainder of the Agreement shall not be affected thereby. To this end, the parties agree that if any or all of the statutory provisions contained in RSMo. §§ 105.500 to 105.598 are validated or invalidated, then any provision herein related to the validation or invalidation of the same shall be deemed valid or invalid, respectively. In such an event, the parties shall open the contract and enter into negotiations related to those impacted contractual provisions.

Further, the parties agree to meet as soon as possible and negotiate a replacement clause for that portion declared illegal.

Article V: Equal Employment Opportunity /ADA/FMLA

The parties recognize the need for compliance with the Americans with Disabilities Act (ADA) and the Family & Medical Leave Act of 1993 (FMLA).

The City and the Union will not discriminate against any employee or applicant for employment because of age, sex, race, creed, color, status as a qualified individual with a disability, religion, sexual orientation, gender identity, status as a protected veteran, or national origin, including any obligation to reasonably accommodate a qualifying disability under the ADA.

In addition, neither the City nor the Union shall interfere with the right of employees covered by this CBA to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Article VI: Duration and Termination

This CBA shall take effect as of July 1, 2019 and shall continue in full force and effect to and including June 30, 2022, and the City and the Union shall meet at least ninety (90) days prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, the parties agree to meet in good faith with the intent to reach an agreement.

This CBA shall remain in effect during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the agreement shall remain in full force and effect until such time as the parties enter into a new agreement.

It is understood that changes mutually agreed to in writing by the authorized representatives of the parties may be made at any time provided that the same is ratified by the Union and City Council if required.

Article VII: Recognition

Bargaining Unit. As certified by the Missouri State Board of Mediation on October 6, 2015, and as further understood by the parties to this CBA, the Unit described below employed by the City of Springfield Missouri, selected Local 753 International Brotherhood of Electrical Workers, AFL-CIO, as their exclusive bargaining representative in Public Case No. R 2015-033.

> Unit: All classifications shown on the inclusions list certified as of October 6, 2015, including any subsequent title changes or new positions, but excluding all probationary, provisional, emergency, seasonal, contract, and temporary employees of the City; excluding all supervisory employees on the Crafts, Trades and Labor (CTL) Non-Union Pay Schedule at the City; and excluding all employees of the LES, FPS, DHS, and PAT Employee Groups and Pay Schedules of the City.

The City recognizes the Union as the exclusive bargaining representative of all employees working in the classifications shown on the inclusion list certified as of October 6, 2015, including any subsequent title changes or new positions, and as bargaining representative for future employees in such classifications and any new classifications within the bargaining unit which are currently existing or may be certified during the term of this Agreement that may be established by the City at some later date.

This Agreement shall be binding upon the City of Springfield, MO and upon all employees in the above designated bargaining unit.

Article VIII: Union Security – Checkoff

Employees in the Bargaining Unit may authorize payroll deductions for the purpose of paying Union dues. Upon the Union providing an employee's appropriate written authorization to the City, the City will deduct from the employee's paycheck, bi-weekly (or every other week), Union dues, in a specific dollar amount of dues in effect at that time. The written authorization shall be on a form or forms mutually agreed upon and shall be fully filled out and properly executed by the employee prior to the Union providing said authorization to the City of an authorized dues deduction. The current agreed to written authorization is attached to this Agreement as Exhibit A. The Union shall also provide to the City a spreadsheet, mutually agreed to, summarizing the authorized deductions in a specific dollar amount for each employee.

Should the Union and the employee mutually agree by execution of a revised written authorization, and provided that the Union provides the revised written authorization to the City by the fifteenth (15th) day of the preceding calendar month, the City will change the specific dollar amount of dues to be deducted during the first payroll of the following two months, March and September. In addition, in early February and in early August, the City will provide a report to the Union containing the names of the CTL employees who are union members in the bargaining unit, their employee number, and their base pay rate.

An employee may begin having dues deducted at the beginning of any calendar month provided that the City receives the appropriate written authorization described herein by the fifteenth (15th) day of the preceding calendar month, and provided that the Union notifies the City of the specific dollar amount of dues in effect at that time and includes the specific dollar amount on the dues deduction form.

An employee who is paying Union dues pursuant to a written authorized deduction by the employee as of the date of this Agreement, or who begins to pay Union dues pursuant to a written authorized deduction thereafter, shall continue to do so unless revoked by written notification from the employee to the Union. The union will indemnify and hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability or cost, including attorney fees that may arise out of or be the reason of action taken by the City in making payroll deductions.

No employee shall be discharged or discriminated against by the City or the Union because of the exercise of his or her freedom to join or refrain from joining the Union; nor shall any person or group of persons, by intimidation or coercion, compel or attempt to compel any employee to join or refrain from joining the Union.

Article IX: No Strike – No Lockout

It is agreed that during the life of the Agreement there shall be no lockout on the part of the City and no strike, work stoppage, concerted sick leave action, slowdown, or other interruption of work on the part of the Union or employees during the term of this Agreement.

The Local Union and the employees agree they will not encourage, sanction, or approve any strike, work stoppage, concerted sick leave action, sympathetic action, slowdown or other interruption of work during the life of this Agreement. On the contrary, upon written notification by the City, the Local Union will actively discourage any job action (including strikes, work stoppages, sick leave action, sympathetic action, slowdowns, or other interruptions of work), and will within three (3) hours of written notice from the City, confront any members engaged in any overt or threatened display of such job action, state to the employees (with a written copy of said notice provided to the City), that such job action is unauthorized, and inform said members that they may be subject to disciplinary action by the City.

It shall not be a violation of the Agreement for an employee to refuse to cross a legally authorized picket line established by another Union at any site other than those of the City's, except in case of imminent danger to life or property.

Article X: Management Rights

The City retains all rights with respect to decisions and actions affecting the operation and management of the Departments. Within the scope of authority delegated by the City, Management rights shall include but not be limited to, the right to:

A. Hire, promote, transfer, assign, suspend, demote, and discipline, up to and including discharge for just cause, provided the same is conducted in accordance with the Merit Rules and City Charter;

B. To increase or decrease the work force;

C. To determine the methods, means, personnel, and schedules by which the efficiency of the operations entrusted to the Departments are to be maintained, and implementation of same;

D. To establish, revise, and implement safety and health standards;

E. It is the general policy of the City to continue to utilize bargaining unit employees to perform work they presently perform. If in the interest of improved operations, the City wishes to transfer bargaining unit work outside of the bargaining unit, it shall notify the Union in advance and meet and discuss with the Union alternatives to the proposed removal of bargaining unit work. Subject to the foregoing, the City may transfer work after discussing it with the Union if the City determines that no other reasonable alternatives exist;

F. To discontinue any and all parts of its operations;

G. To transfer work within the bargaining unit;

H. To determine the need for additional educational courses, training programs, on-the-job training, and cross training, and implementation of same;

I. Assign any employees to such duties (subject to sufficient qualifications) for such time period as Management deems necessary;

J. To establish, eliminate or modify new or existing job classifications and job descriptions;

K. Adopt and enforce any rules, regulations, policies, and procedures governing the conduct of its work force; provided, however, such rules, regulations, policies, and procedures shall be uniformly and equitably enforced;

L. None of the foregoing expressed rights of Management are to be exercised in contradiction to the other parts of this Agreement.

The Union recognizes the Merit Rules and Administrative Memorandums issued by the City Manager, the "Salary Ordinance," other City Ordinances, and the City Charter of the City of Springfield in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of provisions expressly identified within this CBA. The Union further recognizes Department Policies & Procedures in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of provisions expressly identified within this CBA.

If the City makes changes to the Merit Rules, Salary Ordinance, other City Ordinances, the Charter, or policies that impact the wages, hours, and working conditions of the bargaining unit, these changes shall be subject to impact bargaining.

Article XI: Union Stewards and Representation

Section 1. Union Stewards

The City recognizes the right of the Union to designate Stewards under the term of this Agreement. The City agrees to recognize up to six (6) employees of the City to serve as Stewards. The Steward, as a representative of the Union, shall be instructed as to the nature of their responsibilities both in representing the employees to the City and in interpreting the provisions of this Agreement to the employees. There shall be no discrimination by the Employer against the Stewards because of their performance of duties as Steward.

Stewards shall perform their functions on non-working time whenever possible. However, the parties recognize this will not always be possible or desirable. When circumstances compel that the Steward perform their functions on working time, they will do so in such a manner as not to unreasonably conflict with either their own duties or the duties of others. In all cases, during working hours, the Steward shall inform the Department Head of where they are going and the grievance which is involved and obtain permission before leaving their own work assignment or interrupting the work of another employee. A Steward shall be granted permission by his or her immediate supervisor to attend as an observer another bargaining unit employee's grievance or disciplinary hearing, or to attend a joint meeting with the Union and management. If the employee is in the Steward's bargaining unit, the designated Steward will not be required to use personal leave provided that the amount of time spent for such activities does not exceed four (4) hours per month. For any additional time needed per month, the use of personal leave by the employee shall be required.

Stewards may be called upon to attend Steward training which may require their absence from duty with the City. Any Steward may be allowed up to four (4) hours per calendar year to attend any such training provided that the Steward provides at least seven (7) calendar days' notice and provided that permission is granted by a proper representative of the City. Any such absence will be without pay. The Union recognizes that a Steward's absence may have a detrimental impact on the ability of a City crew to perform work functions, and therefore, the Union agrees to schedule Steward training outside of normal work hours when reasonably possible.

Section 2. Payment During Negotiations

The City may determine the number of employees, up to five (5), to be paid during negotiations by the City. The organization representing employees shall have the right to have additional representatives, but it shall bear the responsibility of compensating those individuals.

Any employee attending a negotiation session shall request and receive permission from their supervisor before attending. Payment for all negotiations or discussions will be for normal scheduled pay only and such hours shall not be included for overtime purposes.

The employee will normally be paid for negotiations on the basis of up to one-half (1/2) hour before the scheduled start of any session and continuing up to one-half (1/2) hour following the end of any session, less any meal times taken during any session, but in no event for more than six (6) hours per day and then only for such part falling within the employee's normal work day.

Article XII: Union Representatives and Bulletin Boards

Section 1. Access to Premises

Authorized representatives of the Union shall have reasonable access to the work locations of the City before or after shifts, or during non-working hours, provided such access does not interfere with the efficient operation of the City, and the Director of Human Resources is notified of entry to the work locations.

Section 2. Bulletin Board

The City shall provide bulletin boards at mutually agreed to locations in areas accessible to all members for the purpose of posting Union notices and other relevant information. Any and all postings shall comply with any and all City notices, memorandums, policies, or rules, related to appropriate and acceptable content as issued by the City, and as may be amended from time to time.

Article XIII: Labor-Management Meetings

The Union and the City mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held from time to time between the Union and the City. Such meetings will be held up to four (4) times per year. Should either party desire a meeting, it should request a meeting at least seven (7) days in advance, and the meeting shall be held at a time so as to not negatively impact work activity and efficiency. Regardless, should a matter of significance arise that both parties mutually agree warrants a special meeting, a special meeting will be held.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed at labor-management meetings.

Up to two (2) stewards appointed by the Union, and knowledgeable in the respective area to be discussed, may attend any labor-management meeting without loss of pay (for up to two (2) hours) if the meeting is scheduled during the member's normal duty time. Supervisors shall approve the absence except in emergency situations.

Article XIV: Employee Benefits

Section 1. Court Appearance

An employee will be allowed to be absent for actual time required while appearing in response to a subpoena by any court provided that the employee has adequate leave and provides at least seven (7) calendar days' notice to his or her supervisor. Documentation of the subpoena may be required by the supervisor in his or her discretion.

Any time an employee is required to appear in court at the request of the Attorney for the City of Springfield, the employee will be paid at the applicable wage rate.

Section 2. Employee's Injuries and Disabilities

If an employee is injured while on duty, the City will work with the employee to return the employee to work in the same classification with the same seniority rights; provided, that there is no break in service and provided that such employee is physically able to return to the same work.

Section 3. Licensing and Certification Benefits

An employee who is required to have a Missouri Commercial Driver's License (CDL) to operate a City vehicle as part of their required job duties, and an employee who is required to have professional licensures or professional certifications that are job related and required as part of their job duties, will be reimbursed for the cost of acquiring a CDL, professional licensure, or professional certification if acquired after the first date of employment with the City, and will be reimbursed thereafter for any additional required endorsement or renewal thereof regardless of when their CDL, professional licensure, or professional certification was first acquired. It is understood by both parties that this provision does not require the City to reimburse any employee for the cost of a state issued driver's license.

Section 4. Cold Weather/Inclement Weather Gear

In addition to the parameters of Administrative Memorandum No. 25, Clothing Allowance, employees performing job assignments outdoors during the winter months, or during inclement weather, will be eligible for City issuance of insulated outer-wear or foul weather gear upon initial employment and thereafter, as needed, due to normal circumstances necessitating replacement.

Article XV: Wages

The economic package for the Union (IBEW Local 753) for Fiscal Year 2020 shall include:

(a) Effective during Fiscal Year 2020, the City will fund the Merit Steps for all Salary Grades associated with the Union classifications within the bargaining unit and contained in the Crafts, Trades, and Labor (CTL) Employee Group and respective pay schedule.

(b) Effective July 7, 2019, with a corresponding pay date of July 25, 2019, the City shall increase the base salary of the top step (step 8) for all Salary Grades within the bargaining unit contained in the CTL pay schedule by one and three-quarters (1.75%) percent.

(c) Effective July 7, 2019, with a corresponding pay date of July 25, 2019, the City shall increase the base salary for all Salary Grades(s) within the bargaining unit contained in the CTL pay schedule by one percent (1 %).

(d) Effective July 7, 2019, with a corresponding pay date of July 25, 2019, the City shall provide a five percent (5%) occupational series market pay increase to the base pay rate for bargaining unit classifications assigned to the Arborist Occupational Group and Golf Occupational Group.

(e) The Union may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2021 at least thirty (30) days before the commencement of such successor negotiations. The dates for negotiations shall be set by or before March 1, 2020. Before the commencement of negotiations, the City shall provide the Union a cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the Merit Steps.

Article XVI: General Work Provisions

Section 1. Out of Title Review

If an employee acts in a classification higher than his or her present classification, other than as supervisor, in excess of sixty percent (60%) of his or her regular work hours in any twelve (12) month period, he or she may request a review of the out-of-title appointment.

Section 2. Trading of Shifts

A shift employee may occasionally trade shifts with another shift employee in the same classification, upon prior approval by the supervisor(s) involved; provided, that no additional overtime payment results due to this trade.

Article XVII – Merit Rules, Administrative Memorandums, and Department Policies/Practices

The Merit Rules for the City of Springfield, and as may be amended from time to time, as well as City Administrative Memorandums and departmental policies and procedures, and as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. If a Merit Rule, City Administrative Memorandum, or departmental policy or procedure is changed by the City during the term of this Agreement that affects this Agreement, the City will meet with the Union, negotiate over the effects of any such change and agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations. Should the City and the Union not reach agreement on any change that affects this Agreement, the parties understand that Article XIX, Dispute Resolution Grievance Procedure, shall apply.

Article XVIII – Distribution of Discipline

Discipline, including dismissal, demotion, suspension, or reduction in compensation, is reserved for non-probationary regular part-time and full-time employees in the classified service with status.

Discipline for behavior or conduct that warrants dismissal, demotion, suspension, or reduction in compensation, will first be addressed with a pre-disciplinary letter to the employee followed by a pre-disciplinary hearing. The pre-disciplinary letter to the employee will include relevant information including facts, alleged violations, and potential consequences.

A copy of the final signed pre-disciplinary letter must be forwarded to the attention of the Director of Human Resources to be included in the employee's personnel file.

The employee must be given twenty-four (24) hours' notice from the time the letter is delivered until the time the employee's pre-disciplinary hearing is held. The employee is entitled to bring an individual of their choice to the meeting to act as an observer. The meeting will not be delayed in the event the individual whom the employee chose is unable to attend. An employee may elect to submit a written response to the allegations rather than attend the pre-disciplinary meeting.

After the pre-disciplinary hearing, the City will make a determination as to whether discipline will be imposed. An employee who is disciplined may grieve the discipline as addressed separately in Article XX, entitled "Discipline Grievances."

Article XIX – Dispute Resolution Grievance Procedure

Section 1. Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the Union or any employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excludes discipline and discharge issues. Grievances concerning discipline or discharge are addressed separately in Article XX.

Grievances may be processed by the Union on behalf of an employee, on behalf of a group of employees, or the Union itself. Either party may have the grievant, or one (1) grievant representing a group of grievants, present at any step of the grievance procedure, and the employee is entitled to Union representation at each step of the grievance procedure upon his or her request. Grievances may be filed on behalf of two (2) or more employees only if the same or similar issues apply to all employees in the group and the grievants seeks a similar type of remedy.

A grievance shall contain a statement of the Union's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or a Union representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

Section 2. Timeliness

To be considered timely, a grievance must be presented within fifteen (15) calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved employee (or the Union) became aware of, or reasonably should have become aware, of the occurrence, whichever is later. Untimely grievances are waived.

Section 3. Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his or her immediate supervisor. The employee shall make his or her complaint to his or her immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his or her assigned work task, and complain later. The Union may initiate grievances at Step 1 described in Section 5.

Section 4. Grievance Handling

No employee or Union representative shall leave his or her work assignment to investigate, file or process grievances without first securing permission of his or her supervisor. In the event of a grievance, the employee shall always perform his or her assigned work task and grieve his or her complaint later, unless the employee reasonably believes that the assignment endangers his or her immediate safety or the safety of others. Grievances shall not be investigated by the employee or the Union during working hours unless mutually agreed to by the City and the Union.

Section 5. Grievance Procedure

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure the Union shall decide whether it should be pursued based upon the merits of the grievance; if so, it shall prepare a written grievance and present it to the City's designated representative for handling grievances, for the department applicable to the employee, no later than ten (10) calendar days after the employee was notified of the decision of the supervisor. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, the City's representative or designee shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The City's representative shall respond in writing to the grievant and the Union representative within five (5) calendar days following the meeting. If the City does not respond within the time limits, the Union may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the City's representative to the appropriate Department Director or designee. Within ten (10) calendar days thereafter, the Department Director or designee shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department Director or designee shall respond in writing to the grievant and the Union within ten (10) calendar days following the meeting.

Step 3:

If the Union is not satisfied with the response of the Department Director or designee, it may either file a written request for arbitration or request that the Human Resources Director (or his or her designee) review the Response within ten (10) calendar days of receiving the Response. If the Union elects to request that the Human Resources Director review the grievance, the Human

Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the Union's request. Within ten (10) calendar days of receiving the Human Resource Director's decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 2 or 3, whichever is applicable, the Union may demand in writing that a grievance be submitted to arbitration no later than thirty (30) calendar days from the conclusion of Step 2 or 3, whichever is applicable. Grievances which are not advanced timely are waived.

Within twenty (20) calendar days after the matter has been submitted to arbitration, a representative of the City and the Union shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City and the Union. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held at the City of Springfield unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The City and the Union shall have the right to request the arbitrator to require the presence of witnesses and documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding.

Section 6. Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him or her by the parties and shall have no authority to make a decision on any issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable Federal or State law or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's

interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Article shall be final and binding.

Section 7. Grievance Processing and Time Limits

A. Grievances may be withdrawn at any step of the grievance procedure without precedent.

B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.

C. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

Article XX – Discipline Grievances

If a member of the bargaining unit is disciplined by being discharged, demoted, suspended without pay, or subject to reduction in compensation, and believes the discipline lacks just cause, he or she may appeal the decision pursuant to Rule 13.4 of the Merit System Rules. Within fifteen (15) calendar days of the effective date of the discipline, the employee must decide: (1) whether to appeal the discipline and request a hearing before the Personnel Board; or (2) waive in writing his or her right to an appeal and hearing before the Personnel Board and instead, request a final decision from the City Manager. If the employee waives the hearing before the Personnel Board, the City Manager will make a decision no later than fifteen (15) calendar days from the date the option for hearing was waived. If the employee is not satisfied with the City Manager's decision, he or she may file a grievance with the Union or pursue his or her right of appeal to the Circuit Court. The decision to file a grievance must be made no later than fifteen (15) calendar days after receipt of the City Manager's decision. If a grievance is filed, the Union will decide within fifteen (15) calendar days whether to demand arbitration of the grievance, and if so, the grievance will be arbitrated according to the procedures of Section 5, Step 4 of Article XIX, entitled "Dispute Resolution Grievance Procedure". If the Union declines to arbitrate the grievance, the employee may nevertheless retain his or her right to appeal the decision to Circuit Court. An arbitrator's decision will be final and binding. An employee whose disciplinary grievance is advanced to arbitration must waive in writing his or her right to appeal the discipline in Circuit Court pursuant to Section 536.150 RSMo.

Article XXI: Approval of the Agreement

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the Union and on behalf of the City's bargaining team.

IBEW LOCAL UNION NUMBER 753

_____ By_____

Date

"the Union"

_____

Name Printed

THE CITY OF SPRINGFIELD, MO

_____ By_____

Date

"the City"

_____

Name Printed

EXHIBIT A

IBEW Local Union No. 753 – AUTHORIZATION FOR CHECK-OFF FROM WAGES

I, _____, do hereby freely and affirmatively consent, authorize, and direct the City of Springfield to deduct from my wages and transfer to IBEW Local Union No. 753 (”Local 753” or the “Union”) all dues, fees and assessments properly due and payable pursuant to the terms of the Collective Bargaining Agreement. These amounts to be deducted shall be amounts currently in effect pursuant to the terms of the collective bargaining agreement or whatever amounts may be hereafter established under future CBAs and in accordance with my agreement with the International Brotherhood of Electrical Workers and By-Laws for Dues and Assessments of Local 753, with such specific dollar amounts being stated in writing to the City of Springfield by the Union, and to be deducted as set forth in the CBA or future CBAs.

This authorization is voluntarily made by me, knowingly and freely, and with the specific understanding that the signing of this authorization, or the refraining from signing any authorization, is not a condition of my present or future employment with the City of Springfield, nor is it conditioned on my present or future membership in the Union.

This authorization and assignment shall be freely revocable by me.

_____	_____
Employee Number	Employee Name – Print
_____	_____
Signature	Date

For Union Office Use Only: First deduction amount per pay period $_____.

One rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 05-28-19

Sponsored by: McClure

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019 - 134 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 2, Article III, Division 1, Section 2.92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedule and the Crafts, Trades and Labor Schedule, by making provision for twelve new job titles and by deleting seven job titles; by establishing the Crafts, Trades and Labor Non-Union Schedule and providing pay adjustments for employees on the Crafts, Trades and Labor Non-Union Schedule; by providing pay adjustments for employees on the Professional, Administrative and Technical Schedules, as well as for certain non-union salary grades in the Fire Protection and Law Enforcement Schedules; by amending General Ordinance 6459, Section 6 and General Ordinance 5432, Section 3 relating to the Law Enforcement Schedule and Fire Protection Schedule, respectively; by amending General Ordinance 6288, Section 9 relating to educational allowance by eliminating the eligibility of Police Major to receive educational allowance; and by declaring an emergency.

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

(NOTE: Throughout this document, underlined language has been added, and ~~stricken~~ language has been deleted.)

Section 1 – Section 2-92 of the City Code, known as the 'Salary Ordinance,' relating to various salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical ("PAT") Schedule and the Crafts, Trades and Labor ("CTL") Schedule is hereby amended by adding and deleting the following job title(s), with said changes to be effective as early as June 23, 2019.

Proposed Job Title and Salary Grade
(Title to be Added)

Classification	Salary Grade
Assistant Urban Forestry Technician	PAT-6
City Clerk Specialist	PAT-6
Education Outreach Specialist	PAT-6
Stormwater Technician	PAT-7
Urban Forestry Technician	PAT-7
Water Pollution Control Inspector I	PAT-6
Clerk of Municipal Court	PAT-8
Public Health Strategist	PAT-9
Senior Human Resources Coordinator	PAT-10
Human Resources Supervisor	PAT-11
GIS & Asset Systems Manager	PAT-11
Superintendent of JVP and CSDP Programs	PAT-12

Proposed Job Title and Salary Grade
(Title to be Deleted)

Classification	Salary Grade
~~Educational Outreach Specialist~~	~~PAT-6~~
~~Storm Water Technician~~	~~PAT-7~~
~~Clerk of Municipal Court~~	~~PAT-7~~
~~Senior Human Resources Coordinator~~	~~PAT-11~~
~~GIS Manager~~	~~PAT-11~~
~~Superintendent of JVP and CODP Programs~~	~~PAT-12~~
~~General Services Working Leader~~	~~CTL-8~~

Section 2 – Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' is hereby amended by funding the Merit Steps for the steps and salary grades contained in the Professional, Administrative & Technical ("PAT") Schedules, and by amending said schedules by increasing the base pay of step eight (8) of each salary grade level within the schedules in the amount of two and one-half percent (2 ½ %). These changes shall be effective for the pay period commencing July 7, 2019, with a corresponding pay date of July 25, 2019.

Section 3 – Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' is hereby amended by creating a separate salary schedule from the Crafts, Trades and Labor ("CTL") Schedule to establish a Crafts, Trades and Labor Non-Union ("CTL Non-Union") Schedule which will include all current steps for salary grades eight (8) through seventeen (17) on the CTL Schedule and will further amend by funding the Merit Steps for all of these salary grades contained in the CTL Non-Union Schedule; and by increasing the base pay of step eight (8) of each salary grade level within the

CTL Non-Union Schedule in the amount of two and one-quarter of a percent (2.25%); and increase the base salary for all steps within the CTL Non-Union Schedule by one percent (1%). These changes shall be effective for the pay period commencing July 7, 2019, with a corresponding pay date of July 25, 2019.

Section 4 – Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' is hereby amended by funding the Merit Steps for non-union salary grades ten (10) through sixteen (16) contained in the Fire Protection Schedule ("FPS"); by amending said FPS schedule for non-union salary grades ten (10) through sixteen (16) by freezing salary steps one (1) through four (4), seven (7) and nine (9); by increasing the base pay rate of step twelve (12) by the amount of three and one-quarter of a percent (3.25%); and by smoothing the remaining unfrozen and active salary steps associated with the non-union salary grades so the pay rates are a minimum of three and two-tenths of a percent (3.20%) and a maximum of five and eighty-five hundredths of a percent (5.85%) higher than the salary step immediately preceding. These changes shall be effective for the pay period commencing July 7, 2019, with a corresponding pay date of July 25, 2019. Additionally, with the smoothing of active salary steps, any employee who, on or before July 1, 2019, is on the FPS Schedule for the non-union pay grades, and who is on salary grade ten (10), and who is below salary step eleven (11), shall advance to salary step eleven (11) effective July 7, 2019, with a corresponding pay date of July 25, 2019. Under this Section 4, any employee affected by this advancement will have a future annual appraisal and increment date one (1) year from the July 7, 2019, effective date.

Section 5 – Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' as established by General Ordinance 5432, Section 3, set out below, relating to the establishment of partial step levels above the top step on the Fire Protection Schedule ("FPS"), is hereby further amended as follows:

> The establishing of four (4) partial step levels above the current top Step of each of the steps and grades contained in the Fire Protection Schedule (FPS), excluding positions at the rank of Battalion Chief and above, with each such partial step to represent a One Thousand, Two Hundred Dollar ($1,200.00) increase in the base rate pay for the grade level, and by further establishing an additional increase for such positions in the amount of up to five percent (5%) in the base rate pay above the last such partial step. Eligibility for each such partial step increase shall be based upon meeting pre-established performance standards for the employee in his job position, as may be determined and approved by the Fire Chief, at his sole discretion. Eligibility for the up to 5% increase shall be only after attainment by the employee of all four partial step increases, and shall also be based upon meeting pre-established performance standards by the employee in his job position, as may be determined and approved by the Fire Chief, at his sole discretion. Awarding of the up to 5% performance increase shall only apply to the particular budget year in which the increase was approved. The continued payment of this increased amount may be discontinued if, in the sole judgment of the Fire Chief, the employee's

continued job performance does not merit the payment of the performance increase for any subsequent year. This will be effective the first full pay period in July 2005, which is July 10, 2005, through July 23, 2005, payable July 28, 2005. Employees who have been at the current top step in grade for a minimum of one year, as of July 10, 2005 will be eligible for the first partial step. In cases of promotion of employees from positions in which they are on such a partial step at the time of promotion, the provisions of Merit Rule 18.1 (g) shall apply.

Section 6 – Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' is hereby amended by funding the Merit Steps for non-union salary grades thirteen (13) through sixteen (16) contained in the Law Enforcement Schedule ("LES"), and by amending said schedule for non-union salary grades thirteen (13) through sixteen (16) by freezing salary steps one (1) through four (4), nine (9) and ten (10); by increasing the base pay rate of step fourteen (14) by the amount of two and one-half percent (2½%); and by smoothing the remaining unfrozen and active salary steps associated with the non-union salary grades so the pay rates are a minimum of five percent (5%) and a maximum of five and one-tenth of a percent (5.10%) higher than the salary step immediately preceding. These changes shall be effective for the pay period commencing July 7, 2019, with a corresponding pay date of July 25, 2019. As a result of the smoothing of active salary steps, any employee who is on a salary step whose base pay rate will be decreased, shall be grandfathered into his or her current base pay rate until his or her next Merit Step increase is received. Additionally, effective January 5, 2020, with a corresponding pay date of January 23, 2020, the non-union salary grades thirteen (13) through sixteen (16) contained in the LES Schedule, are further amended to increase the base pay of all active non-union salary steps and salary grades by one percent (1%).

Section 7 – Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' as amended by General Ordinance 5089, Section 5(b), as amended by General Ordinance 5278, Section 10(b), as amended by General Ordinance 6459, Section 6, set out below, relating to the establishment of partial step levels above the top step on the Law Enforcement Schedule ("LES"), is hereby further amended as follows:

(b) By the establishment of partial step levels, which encompasses steps above Step Eight (8) of the schedule for each such position~~.~~, excluding positions at the rank of Police Lieutenant and above, ~~E~~eligibility for each such partial step increase shall be based upon meeting pre-established performance standards for the employee in his job position, as may be determined and approved by the Chief of Police, at his sole discretion. An employee shall only be eligible for the top step after attainment by the employee of all partial step increases, and shall also be based upon meeting pre-established performance standards by the employee in his job position, as may be determined and approved by the Chief of Police, at his sole discretion. Awarding of the performance top step increase shall only apply to the particular budget year in which the increase was approved. The continued payment of this increased amount may be discontinued if, in the sole judgment of the Chief of Police, the employee's continued job

performance does not merit the payment of the performance increase for any subsequent year. An employee shall be eligible for the first partial step only if such employee has remained at Step Eight (8) for a minimum of one year. In cases of promotion of employees from positions in which they are on such a partial step at the time of promotion, the provisions of Merit Rule 18.1 (g) shall apply.

Section 8 – Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' as amended by General Ordinance 6288, Section 9 is hereby amended by eliminating the eligibility for educational allowance for the position of Police Major as contained in the Law Enforcement Schedule ("LES").

Section 9 – City Council hereby finds and declares that an emergency exists in that this Ordinance relates to employee compensation and benefits, and therefore, involves the immediate preservation of public peace, property, health, and safety; therefore, this Ordinance shall be in full force and effect immediately after its adoption by the City Council.

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- 134

FILED: 05-28-19

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: Amending the Springfield City Code, Chapter 2, Article III, Division 1, Section 2.92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedule and the Crafts, Trades and Labor Schedule, by making provision for twelve new job titles and by deleting seven job titles; by establishing the Crafts, Trades and Labor Non-Union Schedule and providing pay adjustments for employees on the Crafts, Trades and Labor Non-Union Schedule; by providing pay adjustments for employees on the Professional, Administrative and Technical Schedules, as well as for certain non-union salary grades in the Fire Protection and Law Enforcement Schedules; by amending General Ordinance 6459, Section 6 and General Ordinance 5432, Section 3 relating to the Law Enforcement Schedule and Fire Protection Schedule, respectively; by amending General Ordinance 6288, Section 9 relating to educational allowance by eliminating the eligibility of Police Major to receive educational allowance; and by declaring an emergency.

BACKGROUND: This is the annual salary ordinance. It contains recommendations related to routine job title additions because of department organizational changes and completed job studies. Additionally, it includes deletions for job titles that are no longer being used or will not be used if the new job titles are approved.

This Council bill also contains annual pay plan improvements for non-union employees. The funding of Merit Steps is recommended for all non-union employees. Specific pay increases include the following: for the Professional, Administrative and Technical ("PAT") Schedules, a 2.5% increase to the top step; for the Crafts, Trades, and Labor Non-Union ("CTL Non-Union") Schedule, a 2.25% increase to the top step and a 1% across-the-board pay increase; for non-union positions on the Fire Protection Schedule ("FPS"), a 3.25% increase to the top step and the smoothing of salary steps that includes the elimination of partial steps; for the non-union positions on the Law Enforcement Schedule ("LES"), a 2.5% increase to the top step, the smoothing of salary steps that includes the elimination of partial steps, and a 1% across-the-board pay increase in January of 2020.

The majority of these pay changes are recommended to be effective with the pay period beginning July 7, 2019, with a corresponding pay date of July 25, 2019, with the only exception being the 1% across-the-board for non-union LES employees recommended to be effective in January of 2020.

Finally, this Council bill eliminates the eligibility for Police Major employees to receive the educational incentive allowance. This is a clarification since the Police Major job classification was not being utilized the last time the authorizing ordinance was updated.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. All costs reflected herein are part of the recently proposed Annual Operating Budget for Fiscal Year 2020.

It is respectfully requested that Council give consideration and approval to these changes.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

One-rdg._____
P. Hrngs. _____
Pgs. 44
Filed: 05-28-19

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 135 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in the amount of $3,755,400, for the purpose of promoting travel and tourism within the City of Springfield.

_____

WHEREAS, the Springfield Convention and Visitors Bureau, Inc., ("SCVB") contracts annually with the City to promote economic growth by generating incremental overnight travel; and

WHEREAS, SCVB receives half of the five percent hotel/motel gross receipts tax, said tax being authorized by Article V of Chapter 70 of the Springfield City Code, less a six percent collection fee retained by the City; and

WHEREAS, these funds are dispersed to SCVB in exchange for their marketing of the City as a desirable destination for travel and tourism.

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, on behalf of the City of Springfield, Missouri, is hereby authorized to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., said agreement to be substantially in the same form and content as that document attached hereto and incorporated herein by this 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 2019-135

FILED: 05-28-19

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in the amount of $3,755,400, for the purpose of promoting travel and tourism within the City of Springfield.

BACKGROUND INFORMATION: The Springfield Convention and Visitors Bureau, Inc., ("SCVB") contracts annually with the City to generate economic impact within the City by promoting attractions and increasing overnight travel. Attachments to this Ordinance include the Marketing Plan ("Exhibit 1") and SCVB's Proposed Budget ("Exhibit 2") for Fiscal Year 2019-2020.

SCVB will receive half of the five percent hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, less a six percent collection fee retained by the City, in exchange for marketing the City as a destination for travel and tourism as outlined in SCVB's Marketing Plan.

SCVB's total Fiscal Year 2019-2020 budget is $3,755,400, of which $2,777,000 is budgeted to come from the hotel/motel gross receipts tax; $325,000, from the Division of Tourism through a Cooperative Marketing Program; and $653,400, from the private sector, primarily for advertising partnerships and advertising purchases.

REMARKS: The Bureau's 15-member board includes a Deputy City Manager and nine individuals appointed by the Mayor and confirmed by City Council. The Board has approved both the Fiscal Year 2019-2020 Budget and Marketing Plan. The attachments are recaps of both documents and a complete Budget and Marketing Plan is on file in the City Clerk's Office.

No significant revisions have been made in this year's contract which is similar to the current agreement.

Submitted by:

Buffee Smith, Contract Administrator

Approved by:

Jason Gage, City Manager

Exhibit A

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 July 1, 2019	TERMINATION DATE June 30, 2020	CONTRACT NUMBER:	
(X) NEW CONTRACT			

CITY	CONTRACTOR
City of Springfield **840 N. Boonville Ave, P.O. Box 8368** **Springfield, MO 65802** **Phone: (417) 864-1625** **Attn: Director of Finance or Acting Director**	**Springfield Convention & Visitors Bureau, Inc.** **815 E. St. Louis Street, Suite 100** **Sprinfield, MO 65806** **Phone: (417) 881-5300** **Attn: Tracy Kimberlin**

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20___, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Convention & Visitors Bureau, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote tourism and conventions in the City in accordance with the Contractor's marketing plan for 2019-2020 and budget recommendations at a cost not to exceed the amount generated and collected by the license fee and gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, for the corresponding period of the term of this Agreement, and

WHEREAS, the City desires to retain the services of the Contractor to promote tourism and conventions in the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM. The term of this Agreement shall be from July 1, 2019, to June 30, 2020, subject to any changes to which both parties may subsequently assent in writing.

2. SCOPE OF SERVICES. The City will engage the services of the Contractor to establish and perform services which are more particularly described in the Contractor's proposal, attached hereto as ***Exhibit 1*** and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities listed in ***Exhibit 1.***

3. AGREEMENT ADMINISTRATION. The City designates the City Manager (or his designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of Contractor (or his designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. FURNISHING INFORMATION. All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Quarterly Reports: The Contractor shall submit an administrative progress report to the City, on a quarterly basis, which describes the work performed during the quarter. This report shall be submitted no later than sixty (60) days following the end of each quarter. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. The Contractor will secure such personnel as are authorized in its City Council-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence on July 1, 2019; and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made as follows:

A. Invoices for expenditures under the approved budget will be paid through the City's weekly accounts payable system. Accounts payable transaction forms received per the City's processing schedule will be processed, and checks will be written to the appropriate vendors by the City of Springfield's Finance Department.

B. 1) A payroll bank account will be maintained containing approximately $55,000 for the purpose of writing net payroll checks to employees and reimbursing the Contractor for the payment of employees' deduction items (employee taxes, insurance, and additional benefits). The fund will be replenished as necessary, on a weekly basis through the City's accounts payable.

C. 2) An additional bank account will be separately maintained to allow for payment of expenses on short notice. The account limit will not exceed $10,000 at any time and the necessary account limit will be set monthly in advance by Finance and the Contractor. The fund will be replenished on a weekly basis through City accounts payable.

D. Each accounts payable form must be coded and signed by the Contractor's designated representative verifying that the services covered are for work actually performed or services rendered by third parties to the Contractor for matters covered under this Agreement. The City will compensate the Contractor only for actual costs incurred in the performance of this Agreement, the fixed costs and the special projects amounts as stipulated in the City Council's approved budget ***(Exhibit 2).***

E. It is expressly understood that in no event will the total reimbursement under the terms of this Agreement exceed the amount generated and collected by the gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code for the corresponding period of the term of this Agreement, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, unless an increase is specifically and mutually agreed to in writing by both parties.

F. Notwithstanding any other provision of this Agreement, in no event shall the City be required to make payments in excess of the funds derived from the gross receipts tax received by the City, and appropriated by the City Council. Nor shall the City be required to make any payment, so long as the revenues derived from the gross receipts tax do not equal or exceed the payment

currently due plus any previous payments, except for return of any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax.

G. The City shall allow expenditures by the Contractor for those numbered items and in those amounts specified on the Proposed Budget attached hereto as ***Exhibit 2.*** Revisions to this budget shall be handled as follows: (1) Budget changes within budget categories may be authorized by the Contractor's designated representative; (2) Budget changes between budget categories require the written approval of the City Manager; (3) Budget changes that would increase the total budget must be authorized by the City Council.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor and its subcontractors shall cease all work on the project and all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor or City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project or on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor. Contractor shall insert similar cancellation provisions in all of its contracts except for lease of space.

12. CITY - CONFLICT OF INTEREST. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. Any federal regulations, and applicable provisions in RSMo. Section 105.450 et seq. shall not be violated.

13. RIGHT OF AUDIT

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. 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.S(a), if applicable.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(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.S(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.

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise shall be greater in amount than the weekly payroll reimbursement amount described in Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. ATTORNEY FEES. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at the Springfield Convention & Visitors Bureau, 815 East St. Louis, Suite 100, Springfield, Missouri 65806. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. 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.

23. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining a not-for-profit corporation as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. There shall be thirteen voting members of the Board of Directors. Residency within the City of Springfield shall not be required, although residency within Greene, Christian or Webster Counties is required. The ex-officio members of the Board of Directors shall be the Chairman, or his/her designee, and the Chairman Elect, or his/her designee, of the Springfield Area Chamber of Commerce, an appointee by the City Manager, and the immediate past president of the corporation. If someone other than the Chairman or Chairman Elect of the Springfield Area Chamber of Commerce is designated to serve on the Board of Directors of the

Springfield Convention & Visitors Bureau, the designee must be a current member of the Chamber of Commerce Board of Directors. The President of the Chamber of Commerce and the President of the Springfield Hotel-Motel Association shall serve on the Board of the Springfield Convention & Visitors Bureau as ex-officio members, without vote. The composition of the Board of Directors shall consist of four ex-officio voting members, two ex-officio non-voting members, as set forth above, and nine voting members appointed by the Mayor of the City and confirmed by the City Council as set forth in the Bylaws of the Convention & Visitors Bureau. The City shall forward to the Contractor nominees for vacancies on the Board of Directors, which nominees shall be made by the Mayor of the City and confirmed by the City Council. Nominees from the City will be made in such a manner as to include at least three representatives from the hospitality industry on the Board of Directors at all times. In consideration of the mutual covenants set forth herein, the Contractor agrees to accept such nominees to its Board of Directors.

C. Contractor agrees, if permitted by law, to insert in its bylaws a provision to not compete with the Chamber of Commerce by providing that the Contractor will not compete with the Chamber in advertising sales for support of publications by restricting its advertising sales for support of publications relating to the tour and travel industry. Contractor hereby covenants with the City that it will not engage in prohibited practices, as described above.

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

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 designee

SPRINGFIELD CONVENTION & VISITORS BUREAU, INC.

By:_____

Name & Title:_____

Attest:

_____
Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager or designee

Exhibit 1

2019/2020 Marketing Plan

2019/2020 Marketing Plan **1**
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About the Convention & Visitors Bureau

The Bureau Is…

- A non-profit 501 (c) 6 organization
- Committed to promoting and elevating Springfield's status for conventions, meetings, tour groups, sporting events and leisure travel
- Directed by a volunteer board comprised of 14 civic and business leaders
- Supported by a full-time staff of 18, part-time staff of three and nearly 25 volunteers

History

The Springfield Convention & Visitors Bureau was formed in 1979 as the hospitality arm of the Chamber of Commerce. The Bureau was incorporated independently as a not-for-profit corporation under the laws of the State of Missouri in 1989. The CVB is a marketing and service organization that contracts annually with the City of Springfield to promote economic development through travel and tourism.

Mission Statement

The Springfield Convention & Visitors Bureau is dedicated to improving the economic vitality and livability of our community by encouraging the development and growth of the region's visitor and hospitality industry through marketing and advocacy.

Vision Statement

Springfield will be a universally recognized destination, welcoming people to visit, explore and experience the quality of life we enjoy every day.

Brand Promise

As the heart and soul of the Ozarks, our true nature is to help people celebrate friends, family and all of life's simple pleasures.

Corporate Culture

The CVB corporate culture is based on freedom, fun and responsibility with the standard of employing and developing high performance individuals throughout the organization.

CVB Contact Information

www.SpringfieldMO.org
(800) 678-8767; (417) 881-5300
(417) 881-2231 – fax

Route 66 Springfield Visitor Center - 815 E. St. Louis Street Springfield, Missouri 65806
Airport Information Center - Springfield-Branson National Airport, Springfield, Missouri

CVB Staff Members

Administration

Tracy Kimberlin, CDME, President/CEO
Tonia Castaneda, Director of Finance/Human Resources
Shelly Grauberger, Visitor Services Manager
Jennifer Holt, Executive Assistant
Ronn Crandall, Visitor Center Associate
Barbara Bartels, Visitor Center Associate
Cindy Wasman, Airport Center Associate

Marketing

Sean Dixon, Marketing Director
Steve Ross, Assistant Marketing Director
Susan Wade, Public Relations Manager
Adam McMullin, Community Manager
Jane Rips, Partner Development Manager
Céline Roberts, Advertising Sales Coordinator

Group Sales

Dana Maugans, CDME, Sales Director
Melissa Evans, CHSE, Sales Manager
Lisa Perez, CMP, Sales Manager
Lance Kettering, CSEE, Sports Sales Manager & Executive Director, Springfield Sports Commission
Carrie Chavez, Event Services Manager
Lori Casey, Sales and Group Tour Coordinator
Katie Johnson, Assistant Director/Membership Development, Springfield Sports Commission

CVB Board of Directors

Executive Committee

Stephanie Hein, Chair - Missouri State University
Collin Quigley, Vice Chair - City of Springfield
Paul Sundy, Past Chair – English Restaurant & Event Management
Gordon Elliott, Treasurer – Elliott Lodging
Dan Reiter, Assistant Treasurer – Springfield Cardinals

Board Members

Amy Austin - SVN/Rankin Company
Brad Gebhard - Bryan Properties
Todd Brage – Wonders of Wildlife/Dogwood Canyon
Matt Morrow – Springfield Area Chamber of Commerce
Zackary Oxley - Hotel Vandivort
Brent Parker – Atrium Hospitality
Robin Robeson - Guaranty Bank
Martina Sally – MSRG Realty Group
Joe Wadkins - DoubleTree by Hilton Springfield

Executive Summary

The objectives and action plans that follow illustrate planned marketing activities for the 2019/2020 fiscal year. This is by no means a complete list of CVB activities and does not address administrative or many day-to-day responsibilities of CVB staff.

Although not included in this document, various marketing plan statistics and other information used to help determine marketing efforts are updated continuously and are available upon request.

New and/or major projects included or planned for the 2019/2020 fiscal year are listed below.

- Staff will continue pursuing advertising sales and sponsorships to increase private revenue to fund marketing programs. Advertising opportunities will include print publications, website and displays at the Route 66 Springfield Visitor Center, the Battlefield Mall, Springfield Expo Center and other area attractions.

- Advertising efforts will again encourage partnerships with the local travel industry and the Missouri Division of Tourism to leverage the CVB's advertising dollars. Because of recent increases in the Missouri Division of Tourism Cooperative budget, the amount available to the Springfield CVB is now at $325,000.

- As funding opportunities become available, the CVB will partner with the airport to conduct marketing campaigns in cities where the Springfield-Branson National Airport has non-stop flights.

- The CVB will continue to invest financial and staff resources into the production of branded marketing campaigns for the leisure, convention and sports markets in partnership with advertising agencies Madden Media and H&L Partners. In addition, an internal brand audit will be conducted to ensure brand standards are met across the CVB's marketing mix.

- Continued efforts will be made to include more diversity in CVB marketing materials and within the staff and board. This includes recruiting diverse applicants, hiring more diverse models for photo/video shoots and conducting ongoing staff sensitivity and diversity training.

- Consumer advertising partnerships with Bass Pro Shops® Outdoor World®, Wonders of Wildlife, Springfield Cardinals and the Missouri Division of Tourism will be continued and expanded.

- With the anticipated expansion of the Bass Pro Shops "Grandaddy" complex, staff will work with Bass Pro Shops, Wonders of Wildlife and other hospitality representatives to develop a series of public relations, marketing and promotional opportunities to target interest in the facility from media, tour operators, meeting planners and leisure visitors. Additionally, the sales department will solicit outdoor writer groups and invite other meeting planners on familiarization tours in conjunction with the opening of new facilities.

- The use of online advertising, streaming video content, social networking sites (Twitter, Facebook, Instagram, LinkedIn, etc.) and other websites, such as TripAdvisor, will be utilized to enhance the CVB's online presence and increase awareness of Springfield as a travel destination.

- Local, regional and national public relations will continue as a high priority to supplement the CVB's advertising efforts. Desk-side visits with regional and national media outlets will become a priority. These efforts will be supplemented with FAM tours with travel writers, bloggers and other media as needed.

- Other public relations efforts will include conducting press conferences to announce the booking of major conventions and events and using CISION software to the fullest extent by providing press release distribution, maintaining media contacts and monitoring clippings.

- The CVB will build on the local popularity of the recent branding efforts through the use of logos and other creative assets on apparel and other items internally and in partnership with third-party outlets.

- CVB staff will inform the local legislative delegation of tourism issues and work with them, the Missouri Association of Convention & Visitor Bureaus and the Missouri Travel Council to increase the budget of the Missouri Division of Tourism, protect funding for the Cooperative Marketing Program and lobby for other travel and tourism initiatives.

- Tourism attractions and businesses in Greene, Christian and Polk counties will continue to be included in CVB marketing efforts and fulfillment materials as required by the Cooperative Marketing Program countywide designation.

- The CVB's Annual Salute to Travel & Tourism Awards Banquet will be continued in 2020 with a focus on the travel industry and CVB marketing efforts.

- Market research efforts have increased over the past several years and will continue to guide the CVB's marketing efforts. Most research is conducted online by obtaining email addresses of visitors or through focus groups. An annual Advertising Effectiveness Study will be completed.

- The CVB will subscribe to the STR Reports from Smith Travel Research and AirDNA reports to assess overnight travel performance in Springfield.

- The CVB will update and market the Discover SGF hospitality training video program for front-line hospitality workers.

- In addition to ongoing convention sales efforts to attract conventions of all sizes, SMERF (social, military, educational, religious, and fraternal) and association markets will be targeted.

- Other convention sales efforts include providing financial incentives for major groups to influence their decisions to convene in Springfield, continuing an incentive plan for new convention and sports bookings, increasing trade journal advertising to promote Springfield, subscribing to online meeting and sporting event planner databases and attending and sponsoring meeting and convention industry trade shows.

- The CVB will work with hotel partners to develop and execute another local convention cooperative marketing campaign targeting meeting planners.

- Continued emphasis will be placed on attracting amateur sporting events to the city. The CVB will manage and work closely with the Greater Springfield Area Sports Commission to attract events to Springfield and develop “owned” events to attract out-of-town teams. The CVB’s sports sales manager also serves as executive director for the Sports Commission.

- The CVB and Sports Commission will partner to fund a study to assess the inventory of tournament/competitive-quality sports facilities and make recommendations for new facility development, including converting the Expo Center into a multi-purpose, indoor sports facility.

- The CVB will continue to advocate for the development of a convention complex. The preferred location is at the Bass Pro complex, but if not there, the complex could also be on the lot adjacent to the Expo Center and Jordan Valley Car Park.

- If efforts to pass state enabling legislation that would allow Springfield to ask voters to increase the hotel tax from 5.0 percent to up to 7.5 percent are not successful in FY19, efforts will continue in FY20.

- Staff will continue the implementation process for the strategic plan through work groups made of staff and board participants and will update the plan as needed.

- Staff will work with city staff and City Council to change the definition of who must collect the hotel tax in order to require short-term rentals to collect and pay the existing sales and hotel taxes.

- The CVB will work in partnership with the board of directors to develop a system for managing advocacy-related issues such as major local news stories or local issues that could help or damage CVB efforts to increase overnight travel.

- The CVB will continue to operate a visitor information kiosk at the Springfield-Branson National Airport and the Route 66 Springfield Visitor Center in the Jordan Valley Car Park. The center will continue to be themed “Route 66” and be remodeled to include interactive displays and other improvements.

- The CVB will maintain accreditation through the Destinations International’s Accreditation Program. In addition, all staff will be encouraged or even required to obtain certification in their field of expertise.

- The CVB will continue to invest in technology by continuing to use the Simpleview CRM and encouraging or requiring the use of the extranet by CVB partners. The Simpleview system will be used to the fullest extent and will be integrated with many other vendor software programs.

- Other marketing programs and projects may also be developed during the course of the year as opportunities arise. These programs and projects will be addressed in Quarterly Reports.

Marketing

Branding

In FY15, the CVB conducted a comprehensive branding effort. The purpose of that effort was to craft a compelling new identity for the city of Springfield that establishes a distinctive and relevant brand personality, articulates a compelling and sustainable value proposition for visitors, and serves as a powerful filter for all investment, operational and marketing decisions for the CVB for years to come.

As a result of the branding development process, a positioning statement was created to act as a differentiator between Springfield and other travel destinations.

Positioning Statement:

For those who embrace the virtues of a life well-lived, Springfield, Missouri is the pulse of the Ozarks; a thriving, regional hub for commerce and culture that celebrates hard work, freedom and homegrown values.

Brand Architecture:

Brand Essence	Brand Values	Brand Promise	Brand Experience	Brand Voice
Life's Simple Pleasures	Genuine	As the heart and soul of the Ozarks, our true nature is to help people celebrate friends, family and all of Life's Simple Pleasures.	Pulse of the Ozarks	Honest
	Hardworking		Gateway to the Great Outdoors	Thoughtful
	Traditional		Classic Americana	Casual
	Family-Friendly		Homegrown Innovation	Warm
	Natural			Virtuous

The logo that was developed in 2015 and released in 2016 will continue to be used in all CVB marketing efforts. All marketing pieces, including all advertisements, have been transitioned to the new brand messaging, logo and color palette.

Public Relations

Objective A:

Generate at least 225 regional, national and international media placements featuring Springfield as a travel destination with an ad value equivalency of at least $400,000 and 40,000,000 impressions.

- Maintain an online media center that includes information for local, regional and national media.
- Organize and expand the photo and video library for use on the website, by journalists and in collateral materials.
- Maintain a press pass to allow free access and discounts to local attractions and events to be given to media for press visits and familiarization tours.
- Distribute news releases and calendar of events and pitch stories to keep media informed of developments and events in the area.
- Host site visits for at least 15 qualified journalists to generate articles and awareness of the Springfield area as a travel and convention destination.
- Conduct travel writer familiarization tours with organizations such as Association of Great Lakes Outdoor Writers, North American Travel Writers Association, etc.
- Increase the Missouri Division of Tourism and its advertising/public relations agency's knowledge of the Springfield area by hosting a familiarization tour for key staff. CVB staff will also be encouraged to become more involved with the division by serving on committees, engaging their peers on the division staff and participating in division functions.
- Partner with the Branson Convention & Visitors Bureau to identify opportunities to collaborate, including story pitches, hosting a familiarization tour for travel media, etc.
- Participate in appropriate travel journalist associations and attend conferences to establish relationships with journalists with the intent of generating regional and national articles about Springfield.
- Utilize Carr Strategies to represent Springfield at select travel writer conferences and for other media relations projects as needed.

Objective B:

Work with the public relations' staff at Bass Pro Shops and Wonders of Wildlife to develop a series of campaigns to generate interest in the facility from media.

- Identify media and related associations that would be interested in Springfield's outdoor destination assets and become members of the associations, as appropriate.
- Work with the convention sales department to identify outdoor and travel media conferences that could meet in Springfield and assist with the proposal by offering pre/post familiarization tours, story ideas, etc.
- Attend media trade shows to pitch stories about the complex.

Objective C:

Maintain a local advocacy plan to increase awareness of the CVB and its impact on the community.

- Produce and edit content for Connect SGF and Issues & Info, a monthly newsletter-style blog distributed to local media, the travel industry and other interested parties via email.
- Seek opportunities to speak to local media to promote awareness of the CVB and tourism in Springfield.
- Continue promoting a speakers bureau and provide at least ten public speaking appearances by CVB staff.
- Host the Annual Salute to Travel & Tourism Awards Banquet in 2020 with travel and tourism as the primary focus of the event. The event will highlight tourism statistics, key events booked/hosted, CVB major projects, etc.

- Increase efforts to inform the area travel industry, media and state/local officials and their staffs, on the CVB's role in developing travel and tourism in Springfield and about planned marketing efforts.
- Meet with local public relations professionals to collaborate on local positive messaging strategies.
- Work closely with CVB sales staff to provide support and services for conventions and events by assisting with press releases, media lists and other public relations needs.
- Conduct press conferences when select conventions and sporting events are booked or major advertising campaigns are initiated.
- Increase local promotion of the CVB and travel industry during National Travel & Tourism Week and Meetings Industry Day.
- Work with local colleges and universities to promote the CVB website, coupons and Visitors Guide.
- Partner with third-party outlets to build on the local popularity of the recent branding efforts through the licensing of logos and other creative assets for use on apparel and other items internally and in a retail outlet.

Objective D:

Support travel industry efforts to increase the budget of the Missouri Division of Tourism in order to provide more promotion of Missouri and to protect the Cooperative Marketing Program.

- Maintain a legislative plan to educate new and existing legislators of the impact of tourism and other key industry issues and assist constituents in contacting legislators to inform them of pertinent issues.
- Increase communication with legislators while they are in Springfield.
- Monitor changes in the state legislature that could affect issues impacting tourism, including Missouri Division of Tourism funding, and respond appropriately.
- Work with the Missouri Association of Convention & Visitor Bureaus, Missouri Travel Council and the Missouri Hotel Lodging Association to develop a strategy for increasing the FY20 budget.
- Arrange a meeting in early December and prior to the start of the legislative session with the area legislative delegation to communicate the legislative strategy.
- Communicate the strategy to the Salute to Missouri Legislators coalition and incorporate it into legislative priorities.
- Participate in the planning and execution of the Salute to Missouri Legislators.
- Participate in legislative activities offered by other organizations such as the Chamber's Legislative Breakfasts and Capitol Days for Tourism with Missouri Travel Council and strongly encourage board members and other constituents to attend.
- Conduct legislative visits in Jefferson City as appropriate to the legislative strategy and the current legislative climate.

Objective E:

Continue efforts to increase city and county government understanding of what the CVB is, what the CVB does and why it is important.

- Conduct CVB orientations for new city council members, County Commissioners and appropriate city and county leadership.
- Develop a printed leave-behind piece explaining what the CVB does and why it is important.
- Conduct regular meetings with appropriate city and county staff on CVB activities and priorities.
- Encourage the use of CVB staff as an expert resource in all matters pertaining to the travel industry.

- Present an annual “State of the Industry” press event to inform the community about key priorities of the travel industry, recent successes and how they can assist in future development of tourism resources. This should happen during National Travel and Tourism week.

Objective F:
Build awareness of the CVB mission and activities and advocate for tourism developments through increased involvement and membership in appropriate organizations and on local boards or committees.

- Continue to advocate for the development of a convention complex and an indoor sports facility.
- Continue participating in discussions regarding the reallocation of the hotel tax previously provided to Wonders of Wildlife.
- Attend meetings with the city, county, Chamber of Commerce, Minorities in Business and other local organizations to seek partnership opportunities and advocate for tourism-related developments and policies.

Objective G:
Manage major local news stories or local issues that could help or damage CVB efforts to increase overnight travel.

- Work with the board of directors to determine how aggressive the CVB should be in managing major local news stories or local issues and the CVB position on each issue.
- Where appropriate, encourage the city, chamber and county public information/public relations offices to assist.
- Measure negative publicity in terms of ad value and adjust paid advertising as needed.
- Review the Crisis Communications plan annually with staff.

Collateral Production/Advertising Sales

The Marketing Department is responsible for production of all CVB collateral materials for the purpose of informing potential visitors about Springfield and creating revenue to be used to generate inquiries and visitors.

Objective A:
Produce collateral materials for the purposes of informing potential visitors about Springfield and generate at least $283,800 in revenue. Produce the following collateral pieces:

- 2020 Springfield Visitors Guide (125,000 quantity) by November 1, 2019, to promote the leisure travel market. The 2020 guide will continue to be designed as an 8.5” x 11” magazine-style book. The guide will include listing grids, display ads, editorial and coupons for attractions, restaurants, retail and lodging facilities. The guide will be distributed by mail to visitor inquiries, in local and state information centers, local businesses and to convention/event attendees.
- The bi-annual Springfield Event Guide in spring/summer and fall/winter editions. This publication features 12 pages of event listings and display advertisements. The majority of the guides will be mailed directly to consumers based on previous Visitors Guide inquiries. An additional 5,000 copies of each edition will be available for distribution at local businesses and tourist information centers.
- The 2020 Ozarks Tap & Pour Craft Beverage Tour promoting the region’s breweries, wineries and distilleries. This publication will be available at all participating locations and via online inquiry.

Objective B:
Generate at least $112,400 in revenue through CVB website and other advertising sales.

- Obtain advertising commitments for website enhanced listings, links and banners.

- Obtain commitments for advertising displays in the Route 66 Springfield Visitor Center and partner attractions such as the Springfield Expo Center, Jordan Valley Ice Park, Ozark Empire Fairgrounds, the Battlefield Mall and other locations as needed.
- Pursue new private funding sources and sponsorships with the goal of becoming less dependent on the lodging tax.

Objective C:
Produce promotional materials for the purposes of informing local residents, business owners and government agencies about what the Springfield CVB is and does for the Springfield community.
Produce the following promotional pieces in-house:

- Produce the "2019 Tourism by the Numbers" (400 quantity) by February 1, 2020. This piece is designed to highlight results from the previous year's marketing and sales efforts and is produced for distribution at the CVB's annual banquet in February 2020.
- Produce the 2020 Annual Banquet Invitations (750 quantity) by January 2020.
- Produce a "What Is the CVB?" (digital download) by June 30, 2020. This piece is designed to inform local residents, business owners and government agencies about what the CVB does and its impact on the local economy.
- Produce a "State of the Industry" video by February 1, 2020. The video is designed to inform the local business community about the impact of travel and tourism on the local economy. The video will be launched at the annual banquet and used throughout 2020 in presentations about what the CVB does.
- Develop an email campaign to reach local constituents and keep them informed of advertising opportunities, groups coming to the city and other pertinent information.

Objective D:
Conduct an annual internal Brand Audit to ensure brand standards are met across the CVB's marketing mix.

- Review all print, digital and broadcast marketing materials to ensure logo usage, color palette and font treatments are consistent.
- Review marketing content to ensure alignment with the organization's mission, vision and standards of diversity and inclusion.
- Update Brand Style Guide document as appropriate to meet changing demands for new promotional materials.

Regionalism & Partnerships

Objective A:
Coordinate programs that will benefit Springfield's efforts to become a regional tourism hub.

- Offer marketing partnership opportunities for attractions, restaurants and retail establishments in Barry, Barton, Cedar, Christian, Dade, Dallas, Douglas, Greene (outside of Springfield), Jasper, Laclede, Lawrence, McDonald, Newton, Ozark, Polk, Stone, Taney, Webster and Wright counties. Select attractions outside this region will be allowed to become a partner with an additional surcharge. Accommodations within the metropolitan statistical area of Christian, Dallas, Greene, Polk and Webster counties are eligible for partnership.
- Provide an overflow program for accommodations in Laclede, Stone, and Taney counties. Partners in this program will be placed on a priority list for convention and sports overflow along with accommodations that are full marketing partners.
- Provide a brochure distribution program for businesses outside the marketing partnership region. Partner brochure availability will be monitored in both tourist information centers operated by the CVB, and the partners will be contacted when supplies are low.

Objective B:
Encourage attraction and destination marketing organization partnerships.

- Meet regularly with staff from the Branson/Lakes Area Convention & Visitors Bureau and other area chambers of commerce and convention and visitor bureaus to investigate research, marketing and other partnership opportunities and implement as appropriate.
- Attend the Governor's Conference on Tourism and Missouri Association of Convention & Visitors Bureau's annual conference and other industry events, as appropriate, to network with and learn from industry peers.

Objective C:
Work with state and local destination marketing organizations to create a campaign promoting "The Ozarks" as a destination.

- Craft and create a branded campaign promoting tourism in the Ozarks, including destinations in southwest Missouri and northwest Arkansas.
- Work with key stakeholders to help fund and develop marketing initiatives using the branded campaign.

Market Research

Market Research is developed through ongoing programs, including zip code analysis generated from direct inquiries. The CVB also contracts with research firms to conduct specific market research projects. In addition, research conducted by the Missouri Division of Tourism and others is used in the development of the CVB's marketing strategy.

Objective A:
Continue to refine and improve all research efforts.

- Continue to contract with a market research consultant to review existing primary and secondary research and recommend additions and revisions.
- Conduct a Marketing & Media Effectiveness Study for the 2018/2019 advertising campaign.
- Conduct a HALO effect study exploring the effect of tourism marketing on economic development initiatives including business development, education and retirement. The next study is scheduled for FY21.
- Utilize travel research libraries available through Destinations International, Travel & Tourism Research Association, Missouri Division of Tourism, Missouri Association of CVBs and others to supplement CVB research.
- Utilize the Event Impact Calculator from Destinations International to track and determine estimated economic impact of groups meeting in Springfield.
- Partner with the Branson/Lakes Area Convention & Visitors Bureau, Springfield Area Chamber of Commerce and other local partners on research projects, as appropriate.

Objective B:
Obtain Springfield hotel market mix information from a representative sample of Springfield hotels on a monthly basis to help determine the primary reason for visiting Springfield.

- Identify at least a 40% sample of rooms (as representative and consistent as possible) who will track and report market mix statistics.
- Collect and report monthly and year-to-date statistics.

Objective C:
Obtain Springfield hotel performance statistics through subscription to appropriate Smith Travel Research STR Reports.

- Subscribe to appropriate reports showing daily, weekly, monthly and year-to-date hotel demand, supply occupancy, ADR, RevPAR, and revenue.
- Maintain membership in the Missouri Hotel Lodging Association to obtain comparative statistics from other Missouri destinations.
- Obtain quarterly “pipeline” reports showing prospective new hotels.

Objective D:
Obtain appropriate AirDNA reports to assess the impact of short-term rentals on Springfield’s travel industry.

- Subscribe to appropriate reports showing the number of local listings on short-term rental websites.
- Report statistics as appropriate.

Objective E:
Obtain website statistics for niche markets and advertising effectiveness utilizing Google Analytics.

- Place tracking codes on each CVB URL used to track specific campaigns.
- Measure total website traffic, time on site, bounce rates, geographic origin of traffic and other website statistics.
- Using information gathered in the Marketing & Media Effectiveness Study, assign a potential visitor spend for each inquiry received through the website and digital marketing efforts.
- Generate monthly reports to guide development of new marketing campaigns.

Objective F:
Conduct research every two years of CVB constituents to assess perceptions of the CVB, its current marketing efforts, and overall performance and utilize this information in conjunction with the CVB’s Strategic Plan update. The next study is scheduled for FY21.

- Based on information obtained in the update of the Strategic Plan, design the research instrument and place on the CVB’s website.
- Email a link to the survey to all CVB constituents.
- Compile and evaluate survey results.
- Incorporate appropriate results and/or recommended action from the survey into the CVB’s marketing efforts, operations and Strategic Plan.

Objective G:
Continue to update and use the Simpleview Dashboard to create and distribute real-time reporting for board, senior staff, stakeholders and other constituents.

- Work with Simpleview to identify new dashlets as necessary and link the data sources required to feed the dashlets.
- Monitor the accuracy of the dashboard monthly to ensure data is being pulled and reported correctly.
- Post links to the dashboards on in board reports and quarterly reports.

Intercept Marketing

The Route 66 Springfield Visitor Center continues serving visitors to Springfield, many of which are specifically interested in Route 66 travel. In addition, the CVB continues operating the information kiosk at the Springfield-Branson National Airport in the baggage claim area of the terminal and maintains an interactive kiosk at the airport to assist visitors with travel planning. These centers allow the CVB to intercept visitors traveling in Springfield and those headed to other destinations, or those traveling Route 66, to encourage incremental travel to Springfield. Volunteers assist with visitor information packet

fulfillment, staffing hospitality tables for convention and sports groups and greeting visitors at the information centers.

Objective A:
Assist and provide Springfield area information to travelers at both CVB information centers.

- Conduct a remodel of the Route 66 Visitor Center, integrating new technology and displays to enhance visitor awareness and experience.
- Maintain an interactive kiosk at the Springfield-Branson National Airport to assist visitors when the center is not staffed by CVB part-time workers or volunteers.
- Maintain Missouri Welcome Center Affiliate status through the Missouri Division of Tourism.
- Distribute a regional brochure with a detailed map highlighting Route 66 destinations in southwest Missouri.
- Consider using part-time workers at the Airport Information Center and using volunteers to support paid staff at both centers.
- Work with the Missouri Division of Tourism and Missouri Life Magazine to produce a statewide Route 66 map and publication for distribution at points along the Missouri route and in other states along Route 66.
- Continue selling souvenirs with CVB and Route 66 branding.

Objective B:
Implement marketing efforts designed to intercept travelers visiting Missouri.

- Distribute at least 30,000 visitor guides for rack display to advertisers, partners and visitor centers throughout Springfield, southwest Missouri, state visitor centers and key cities in bordering states.
- Utilize CTM Brochure Distribution to distribute visitors guides in Kansas City, St. Louis and Lake of the Ozarks at various hotels and attractions.
- Promote the Route 66 Springfield Visitor Center and Springfield's other assets at information centers throughout Missouri and bordering states.
- Encourage the Springfield travel industry to increase listing submissions for the Missouri Vacation Planner and advertise in the publication.

Digital Marketing

Marketing efforts to attract the consumer travel market include digital programs through search engine marketing, online banner and rich media advertising, content creation and the CVB's website, blog and social media channels. Active participation in social media sites makes Springfield more visible when people search the internet for things to do and places to travel. Enhancements to the site will also be continued in an effort to better reach potential visitors.

Objective A:
Maintain the CVB's websites utilizing updated technology and online marketing to generate more than 1,300,000 visitor sessions and attract visitors to Springfield.

- Continue a mobile-first approach (design for mobile and tablet before designing for desktop applications) when designing CVB websites and other digital assets.
- Maintain a fully-responsive design for the CVB website, including utilizing the new brand standards.
- Stay engaged in emerging website trends and apply them to the site, when appropriate.
- Continue to support the Springfield Area Sports Commission website and partner with a third-party vendor to make aesthetic and functional changes as necessary.
- Maintain the online calendar of events while ensuring the calendar is accurate, up-to-date and thorough with all partner events.

- Utilize Google Analytics to track website traffic and advertising effectiveness by campaign.
- Increase participation in Missouri Division of Tourism Search Engine Marketing (SEO) Campaign utilizing Google Adwords.
- Register new website addresses and renew current ones to use in advertising campaigns to track individual advertising response to the website.
- Continue providing an opportunity for meeting/event planners to submit RFPs online directly to group sales staff.
- Send e-blasts promoting activities and attractions to convention/sports attendees via Meetingmax email platform.
- Enhance website advertiser listings with photo galleries, interactive maps, and/or video options.
- Continue to discuss and recommended additional changes and improvements to the website and other technology issues during staff meetings and meetings with the local travel industry.
- Create category-specific content for all areas of the site, focusing particular attention on coupons, itineraries, partner listings and calendar of events.
- Develop new sections of the site for local advocacy, international visitors, minority-owned businesses and volunteer recruitment.
- Utilize third-party website developers to assist in implementation of website projects and ideas throughout the year.

Objective B:

Create an email marketing campaign targeting potential and return visitors to Springfield and maintain an open rate average of at least 15%.

- Encourage subscription to email promotions and execute at least 52 seasonal email campaigns. Also distribute event and niche market promotions as appropriate.

Objective C:

Develop a comprehensive content strategy, utilizing research from an outside vendor, in an effort to obtain large amounts of multipurpose content (ie. articles, photos, videos, podcasts, etc.) that can be used across a variety of channels.

- Continue to improve the online photo gallery to be more user-friendly and easier for staff to maintain.
- Update professional videos for the leisure, sports and convention markets with new branding. The videos will be used in sales presentations, online advertising pre-roll, on the CVB website and YouTube.
- Create video b-roll reels for media and develop an online video library to organize video content.
- Create a photo/video asset co-op program with CVB advertisers/partners to obtain new quality images featuring diverse people enjoying Springfield's tourism assets.
- Create campaign materials emphasizing meeting options near major attractions or other activities appealing to meeting delegates and attendees.

Objective D:

Utilize a variety of social media services to maintain relationships with constituents, encourage overnight travel, increase repeat visits to Springfield and drive traffic to the CVB's main website. Social efforts should generate at least 3 million engagements and 25% organic reach.

- A social media plan will be developed to integrate all social messaging and provide a framework for outlining of goals to provide a clear return on investment (ROI).
- Rebrand the CVB industry blog and social channels (currently Issues & Info) and continue using the platform to share tourism-related issues important to the community, CVB projects and

upcoming conventions and events and encourage constituents to read and/or subscribe to the blog.
- Work with guest bloggers to provide unique niche content to the CVB blog and social media efforts.
- Refer at least 8% of traffic to SpringfieldMO.org from social media postings.
- Merge all leisure social channels under the LoveSpringfield banner. Increase following to over 120,000 for Facebook, 20,000 for Twitter, and 25,000 for Instagram.
- Achieve a 10% engagement rate across all social channels.
- Work with the Springfield Area Chamber of Commerce and other partners to develop an integrated social strategy highlighting interesting local stories and photos.
- Monitor mentions of Springfield on various social media and reply as appropriate to questions or comments from visitors.
- Utilize TripAdvisor and other user-generated content websites to monitor Springfield's position and respond to negative comments and questions.
- The CVB will monitor and share news stories and blog posts about local attractions, events and tourism-related issues on all social channels.
- Continue utilizing the CVB's digital channels to reach incoming meeting/event social media channels to promote attendance, welcome the groups to Springfield and inform them about all that Springfield has to offer while they are in the city.

Objective E:
Hire an outside developer to design and develop a new website for SpringfieldMO.org.
- The existing website has been live since 2014 and is currently maintained by CVB staff.
- A new website would address the needs outlined in Objective A and any additional needs as identified by CVB staff and the potential developer who would be retained for maintenance.

Advertising Campaigns & Cooperative Marketing

CVB advertising efforts are significantly focused on the consumer travel market segment. A small campaign targeting meeting, convention and sports planners is used primarily for branding purposes and to keep Springfield in the minds of planners, while the majority of resources targeting these markets are focused on trade show participation and direct sales.

Each year the CVB applies for matching funds for marketing projects through the Missouri Division of Tourism. The Promote Missouri Fund (formerly Cooperative Marketing Program) provides cooperative marketing opportunities for destination marketing organizations in Missouri. For FY20, the CVB has applied for $325,000 from the Marketing Matching Grant program that provides funds for up to 50% of the total cost of the approved project. Each submitted project is graded by evaluators and projects assigned a pass/fail grade. If awarded the funds, the CVB will conduct a more than $1 million multi-channel media advertising campaign with partners MDT, Bass Pro Shops/Wonders of Wildlife and the Springfield Cardinals. These partners allow the CVB to stretch its advertising dollars for both the CVB and its partners, providing Springfield a stronger impact on tourism advertising than the CVB could make by acting alone. Project implementation is contingent upon approval and subsequent state funding.

The CVB has retained Madden Media as its digital agency of record. Madden Media is responsible for media planning, placement and strategy for all digital advertising for the CVB.

The CVB will continue putting an increased effort on recruiting diverse talent to showcase in its marketing materials. Staff will work with the marketing committee of the board and the Division of Diversity and

Inclusion at Missouri State University to periodically review marketing materials to ensure they are featuring diverse talent and showcasing Springfield as a welcoming community to visitors from diverse backgrounds.

The branding initiative that launched in FY15 will guide the development of future advertising campaigns featuring "Life's Simple Pleasures." The following campaign statement identifies the emotional core for which the campaign will be based.

Of all of life's simple pleasures, being true to yourself is the greatest.
It's knowing who you are and doing the things you love with the people you love. And while this sounds simple, it's actually quite difficult. It doesn't necessarily come easy. It takes effort, thought and dedication. Springfield has figured this out. A metropolitan city that still feels like a small town. A place where you can make a difference. Progressive, but rooted in something wonderfully comfortable and familiar. A place that hasn't forgotten it's the small things that make life big and full.

Leisure Advertising

Objective A:
Generate at least 40,000 tourist inquiries and more than 1,300,000 website visitor sessions through consumer market advertising efforts.

- Develop a magazine and digital schedule and a broadcast flight plan.
- Work with partners to develop and implement a promotional campaign in select target cities.
- Continue targeting St. Louis Cardinals baseball fans on the Cardinals Radio Network.
- Continue the rapid growth of digital marketing programs with an emphasis on social media content.
- Utilize a targeted email marketing campaign to support the consumer market advertising campaign.
- Make a concerted effort to include more diverse photos and videos in all marketing materials.
- Track inquiry responses utilizing the Simpleview database.
- Incorporate tourism attractions and businesses in Greene, Christian and Polk counties in CVB marketing efforts and fulfillment materials as required by the Missouri Division of Tourism's Promote Missouri Fund countywide designation.
- Measure the results of the project quarterly and annually as required by the Missouri Division of Tourism.

Objective B:
Develop partnerships to assist with CVB advertising efforts, generating at least $872,300 from partners.

- Generate $165,000 in cooperative advertising partnerships with local hotels and attractions.
- Generate $383,800 in advertising sales and partnerships with local attractions, restaurants, hotels and retail shops.
- Apply for $325,000 in Missouri Division of Tourism Promote Missouri Fund Marketing Matching Grant program.

Objective C:
Develop a marketing campaign in partnership with the Springfield-Branson National Airport to reach potential visitors in cities where Springfield has non-stop flights.

- Obtain funding for the program through airport grants.
- Work with the airport, advertising agency and other partners, as appropriate, to create an advertising campaign.

- Implement the program and track results.

Objective D:
Partner with Brand USA and the Missouri Division of Tourism to develop targeted international marketing campaigns.

- Work with Brand USA to identify Springfield points of interest to international visitors.
- Identify other available international marketing opportunities available through partnerships and participate, where appropriate.

Convention/Sports Advertising

Objective A:
Build awareness of Springfield as a convention and sporting event destination by placing at least $60,000 in marketing.

- Develop a media plan targeting the meeting/convention and sports market.
- Create new print and digital advertisements utilizing new CVB branding and featuring Springfield meeting facilities.
- Submit advertising creative to publications and websites for the meeting/convention and sports market, including a mechanism for tracking responses.

Objective B:
Develop partnerships to build awareness of Springfield as a convention and sporting event destination that generate at least $15,000 in revenue to develop other event marketing programs.

- Secure commitments from hotel and facility partners for participation in a $30,000 local convention cooperative marketing program.
- Execute the plan and follow up with meeting planners to gauge interest in Springfield and invite them to visit Springfield for site visits.

Group Sales

Market Segments

The 2019/2020 group room night booking goal is 64,000 room nights (individual market segment goals are listed below). This represents 33% of total group business in Springfield as reported in the 2018 CVB Citywide Hotel Statistics. In order for a group to count toward the group room night goal, the Sales Department must be responsible for generating the sales lead. The goal is based on business booked but not necessarily consumed during the fiscal year.

State Association Market
This market includes Missouri-based associations and focuses on maintaining relationships and involvement with key industry-related organizations such as Missouri Society of Association Executives, Society of Government Meeting Planners, Missouri Travel Council, Missouri Division of Tourism and assisting with legislative activities as directed.

Regional/National Association Market
This market includes all associations that are not Missouri-based. Segments include agriculture, cultural, fine arts, conservation, environmental, medical, technical, trade, commercial and business.

Religious Market
Because of Springfield's central location, affordability, community atmosphere and close proximity to Branson, this is a niche market for Springfield. The Assemblies of God National Headquarters in Springfield continues to provide the community with numerous meetings and overnight travel.

Sports Market
Springfield has proven to be a top location for many amateur sporting events due to its central location, affordability and abundance of sporting venues.

The CVB sports sales manager serves as executive director for the Springfield Area Sports Commission and supervises an assistant director employed by the Sports Commission. Both organizations work together to develop and secure amateur sporting events. The Sports Commission began hosting an awards event in 2013 to increase visibility of the Sports Commission within the sports community, raise money for the association and acknowledge area high school athletes and teams and will continue to do so in 2019.

Social/Fraternal/Hobby/Avocational Market
This market continues to be strong for Springfield because of the city's location and area attractions.

Group Tour/F.I.T. Market
Branson continues to rank as one of the top group tour destinations according to the National Tour Association and the American Bus Association. Efforts have increased in this market due to the opening of Wonders of Wildlife and Bass Pro developments.

Government Market
This market includes group business generated by the state or federal government. Many state government events occur at the Lake of the Ozarks during shoulder seasons and receive heavily discounted hotel rates, making it difficult for Springfield to compete effectively in this market.

Corporate Market
Most corporate meetings are booked directly with local hotels, however, many local corporations are booking meetings and conventions in cities other than Springfield. In response to this trend, the CVB will increase emphasis on this market segment.

Education Market
Increased emphasis on the education market will be made because of the number of colleges and universities in Springfield.

Conservation, Wildlife, Outdoor and Similar Groups
The CVB has focused on this market for the past several years but will place more emphasis on conservation-related groups because of Wonders of Wildlife, Bass Pro and future developments.

Group Sales Efforts

Objective A:
Through efforts initiated by the CVB group sales staff, book 45,000 room nights from the meetings and conventions market during FY20.
Action Plans:

- Research and solicit meetings, conventions and sporting events targeting key market segments.
- Maintain membership in industry-related organizations such as PCMA, ASAE, MSAE, SGMP, MPI and RCMA.
- Promote the CVB's branding through redesigned promotional pieces such as the "Why Springfield" convention marketing piece, postcards and Simpleview templates.
- Conduct a telemarketing sales blitz utilizing convention calendars from similar-sized cities, Springfield's competitive set, Backyard Marketing, IMM and other lead sources.
- Conduct a college and university sales blitz.
- Attend industry trade shows, marketplace and events as outlined in the Proposed Trade Show & Sales Projects Schedule (see page 24 for a list of trade shows and projects).
- Work with convention hotel partners and key venues to create a solid action plan for a Top-25 Hit List of key prospecting accounts and determine action steps needed for each account on what it will take to bring these groups to Springfield. Create a seven-steps action list with completion date.
- Host quarterly Sales Awareness Committee meetings with hotel and venue sales representatives.
- Conduct an annual sales training activity with hotel and venue sales representatives.
- Continue a meeting planners advisory group to seek input on sales activities conducted by the sales department. Invite local and non-local planners to participate in group discussions.
- Continue two annual familiarization tours to showcase Springfield. Utilize leads acquired from Integrated Marketing Media, Destinations International and other sources to increase attendance.
- Encourage and conduct site visits for qualified convention and event planners.
- Utilize Backyard Marketing to target local and regional board members of organizations to encourage them to bring the convention or event to Springfield.

- Use the “Springfield Business Journal,” “The News-Leader” and other resources to identify local board members of associations and organizations that could have meetings in Springfield and work with the local members to bring the events to the city.
- Host local members of boards and committees at a lunch meeting to educate and promote Springfield as a convention destination.
- Refresh meeting planner email templates every six months to showcase what is new in Springfield.
- Update meetings section of the website as needed.
- Work with the marketing department to develop an in-house eproposal tool.
- Create a defined group booking incentive plan.
- Research groups that meet during shoulder period months - November, December, January and February. Offer additional incentives to these groups.
- Host a meeting planner/industry workshop, networking event or other activity on Global Meetings Industry Day. Utilize social media to showcase the importance of the meetings and convention sector of the tourism industry.
- Utilize LinkedIn as a solicitation tool by updating content weekly, posting industry articles and staying active on the social media platform.

Objective B:

Promote Wonders of Wildlife to meeting planners to encourage familiarization tours, site visits and booking of conventions and events to the city.

- Solicit outdoor writer and conservation groups in conjunction with Bass Pro Shops and Wonders of Wildlife.
- Work with Wonders of Wildlife on hosting complimentary site visits for convention planners.
- Conduct a sales blitz in Washington, D.C. with hotel partners and Wonders of Wildlife group sales staff.

Objective C:

Through CVB sports sales efforts, book 17,000 room nights in the sports market.

- Research and solicit sporting events that can utilize Springfield and area sports venues.
- Maintain membership in industry-related organizations, such as NASC.
- Attend industry trade shows, marketplaces and events as outlined in the Proposed Trade Show & Sales Projects Schedule.
- Work in partnership with the Springfield Sports Commission to secure new amateur sporting events.
- Continue a local organizing committee and procedures for MSHSAA Basketball Championships and NAIA Softball World Series to ensure the event a success and future bookings.
- Continue soliciting emerging sports (ie. pickleball) and target sports (ie. archery and rifle).
- Enlist the assistance of convention sales staff to identify and solicit sporting events.
- Continue providing exceptional service to existing sporting events to ensure rebooking.
- Assist the Sports Commission in developing booking incentives.
- Assist the Sports Commission in developing a comprehensive advertising/cooperative marketing plan.

Objective D:

Increase the number of group rooms as a percentage of total rooms in Springfield hotel properties during FY20.

- Review CVB hotel statistics for trends and ensure participation in market segment statistics from designated hotels.

- Utilize STR's Destination Report Day Trend Report to help assess group room demand.
- Educate planners on the importance of encouraging their delegates to book inside the block; offer examples that other groups have used.
- Consider the ROI when offering a group incentive based on time of year, existing booked groups during that time, budget, etc.
- Work with hotel and facility partners to offer financial incentives to single-property pieces of business as necessary.
- Partner with the Springfield Hotel Lodging Association to identify annual events that produce a large number of overnight rooms.
- Utilize the new "Meet in Missouri" legislation (if funds become available) to attract out-of-state conventions and work with Missouri Association of Convention & Visitor Bureaus to develop additional state incentives.

Objective E:

Pursue the group tour market to book overnight stops and attraction visits within the city.

- Attend tour- and travel-related events as outlined on the Proposed Trade Show & Sales Projects Schedule (see page 24 for a list of trade shows and projects).
- Consider hosting the Missouri Bank Travel Exchange or another tour-related event, such as Travel South, to promote Wonders of Wildlife and increase overnight group tour travel.
- Develop new and unique group travel itineraries and escort notes as new attractions open.
- Partner with Branson on group travel events and familiarization tours.
- Add a Group Travel section to the website.
- Identify and retain existing group tours.

Trade Shows and Special Projects

Event	Location	Date
Missouri Event Summit	Jefferson City	August 2019
Telemarketing Sales Blitz	Springfield	August 2019
National Association of Motorcoach Operators	Springfield	August 14 - 18, 2019
Connect Marketplace	Louisville, KY	Aug 26-29, 2019
Connect Sports	Louisville, KY	Aug 26-29, 2019
Missouri Society of Association Executives Funfest	Jefferson City	September 16, 2019
Missouri Society of Association Executives Annual Meeting	Jefferson City	September 16, 2019
Association of Women in Communications Annual Meeting	St. Charles	Sept 29-Oct 1, 2019
TEAMS	Anaheim, CA	November 11-14, 2019
Jefferson City Sales Event and Sales Blitz	Jefferson City	Oct 11 -12, 2019
Missouri Society of Association Executives Education Workshop	Jefferson City	November 3, 2019
CIC CMP Conclave	Colorado Springs, CO	November 15-17, 2019
National Tour Association	Fort Worth, TX	December 8-12, 2019
Travel South USA International Showcase	St Louis	December 2-5, 2019
Missouri Connect FAM Tour	Springfield	November 18-19, 2019
Missouri Connect	Branson	November 19-20, 2019
Society of Government Meeting Planners Extravaganza	Jefferson City	November 22, 2019
Connect DC	Washington, DC	December 5, 2019
Event Services Managers Association	TBD	January 2020
Professional Convention Management Assoc. (PCMA)	San Francisco	January, 2020
American Bus Association	Omaha, NE	January 10-14, 2020
Religious Conference Management Association	Irving, TX	February 4-6, 2020
Missouri Natural Resources Conference	Lake of the Ozarks	February 4, 2020
Travel South Domestic	Baton Rouge, LA	March 8-11, 2020
Christian Meetings & Conventions Association	TBD	Spring 2020
Kansas City Chapter of Meeting Planner's Intl.	Kansas City	April 2020
National Association of Sports Commissions	Kansas City	April 2020
Convention Planner Familiarization Tour	Springfield	May 2020
Client Night at Hammons Field	Springfield	June 2020
Sports Commission Awards	Springfield	June 1, 2020
TAP (Travel Alliance Partners) Dance	Branson	June 2020

Event Services

The CVB provides support services for groups meeting in Springfield, including pre-convention planning and providing area information, registration assistance, promotional materials, news releases, convention alerts, website access, city dignitary welcomes, name badges, shuttle service, centralized housing and other services as outlined in the bid proposal package. These services are designed to assist and promote a positive experience for the meeting planner when conducting meetings, conventions and events in the city, thus generating repeat bookings. Services are offered to groups booked by the CVB and groups booked by hotels.

Objective A:

Provide exceptional service and exceed the expectations of meeting planners by providing event services tailored to groups working with the CVB.

- Send convention alerts to media, hotels, attractions and restaurants to notify partners of upcoming large conventions and events so they can properly staff their facilities. Encourage businesses to welcome groups on marquees, offer discounts, etc.
- Utilize the CVB's social media channels (ie. Twitter, LinkedIn, Facebook, etc.) to welcome groups to the city.
- Provide attendance-building and publicity assistance for groups meeting in Springfield by sending out email messages with the CVB's website video link, posting welcome messages on Facebook and other social media pages and encourage convention and sports groups to post about the city and events.
- Offer the Springfield promotional video and/or other promotional tools in advance to groups that will meet in Springfield.
- Continue utilizing the online meeting planning toolkit and update and/or add resources as they become available, such as green initiatives, corporate social responsibility and a speakers bureau.
- Promote advertisers and partners at hospitality tables and for business referrals.
- Provide a training session for hospitality booth workers prior to peak convention/event months.
- Offer a local professional speakers bureau to groups and create a promotional piece highlighting this service in bid proposals.
- Promote the CVB's responsive website at hospitality tables and encourage attendees to use it to locate local restaurants, attractions and other businesses.
- When appropriate, attend events booked in Springfield one year in advance to promote Springfield and build attendance for the conference.
- Maintain membership in Event Services Professional Association.

Objective B:

Provide exceptional housing bureau services to qualified groups.

- Utilize Meetingmax for all housing groups, providing training to CVB staff and meeting planners as needed.
- Host informational meetings about Meetingmax for front-desk employees, reservation managers and sales managers for upcoming groups as needed.
- Utilize Meetingmax pre- and post-activity email capabilities to provide welcome emails to event attendees and encourage extended stays to enjoy all of Springfield's amenities.

Objective C:

To assess the satisfaction of meeting planners hosting events in Springfield, the CVB will email surveys to all meeting planners and obtain at least a 75 percent return rate on questionnaires.

- Utilize an online survey tool to create and distribute surveys to all meeting planners one week following the conclusion of the event.
- Review survey annually and adjust to increase response rate.
- Track responses and report results to appropriate facilities.

Training

Staff & Volunteers

In addition to normal and ongoing staff training, the CVB encourages staff members to expand their knowledge throughout their careers. Where appropriate, the staff is encouraged, and may eventually be required, to become certified by professional organizations in their specific area of responsibility. All department heads have received or are currently pursuing the Certified Destination Management Executive designation through Destinations International.

Objective A:
Continue increasing staff and volunteer knowledge by making available learning opportunities.

- Identify software training needs for staff members and utilize classes offered at area colleges and universities and the Springfield-Greene County Library system.
- Continue participation in the City of Springfield's Life Save program to ensure that a minimum of 50% of the staff is CPR certified and trained on the use of the AED.
- Participate in appropriate group webinars offered by Destinations International, Simpleview, Missouri Division of Tourism and other industry organizations.
- Provide sales training for the group sales staff, partner development manager and marketing sales coordinator.
- Continue training on diversity and inclusion through the Missouri State University Office of Diversity and Inclusion and/or utilizing other diversity experts.
    - Meet with community leaders to improve efforts to highlight the diverse communities of the Ozarks.
    - Assist MSU's Office of Diversity and Inclusion, Chamber of Commerce and the city in developing diversity and inclusion training for management and front-line staff in the hospitality and retail industries.
- Conduct a CVB orientation for new staff, board, City Council, County Commission and key city and county staff.
- Send staff to appropriate training conferences and sessions throughout the year.
    - Send four staff members to the Governor's Conference on Tourism.
    - Send two people to the Destinations International annual convention.
    - Send four staff members to the Missouri Association of Convention & Visitor Bureaus Annual Educational Conference.
    - Send one person to the Simpleview Users Conference.
    - Send one person to the PRSA Travel and Tourism Conference.
    - Send one person to the PRSA International Conference.
    - Send one person to the ESTO Annual Conference.
    - Send one person to the Destinations International Convention Sales Summit.
    - Send one person to the Event Services Professional Association Conference.
    - Staff will enroll in various educational sessions while at conventions and trade shows.
- Staff is encouraged to obtain or maintain industry certifications.
    - The president/CEO and sales director will maintain requirements to continue Certified Destination Management Executive (CDME) status from Destinations International.
    - The marketing director will complete requirements and the director of finance/human resources will begin classes to obtain Certified Destination Management Executive status from Destinations International.

    - Sales Managers will continue coursework to maintain Hospitality Sales and Marketing Association International (HSMAI) Hospitality Sales Executive Certification and Convention Industry Council Certified Meeting Planner designation.
    - Sales Admin/Group Tour Coordinator will obtain the Certified Travel Industry Specialist certification from American Bus Association.
    - Sports Sales Manager will maintain National Association of Sports Commissions (NASC) Sports Event Executive Certification.
    - Community Manager will obtain a Professional in Destination Management designation from Destinations International.
- Determine and address training needs for other staff members as needed.

Objective B:
Identify and provide appropriate management and skills training for management.

- Determine training needs and address as appropriate (Excel training, Simpleview, etc.)
- Identify and provide personnel management and human resources training for all management through People Centric Consulting Group.
- Provide appropriate required reading (books, articles, etc.) for personnel management.
- All department heads will identify other CVBs that have developed considerable expertise in various areas of CVB operations and marketing and after approval by the president, utilize them as mentors.

Objective C:
Develop a training program specifically for part-time employees to ensure they have the necessary information and resources to be effective in their positions.

- Part-time employees will visit with each staff member to gain a better understanding of what each person does for the CVB and how to direct phone call inquiries.
- Develop manuals for the information center desks with a staff directory, phone instructions, standard operating procedures and other relevant information.
- Conduct refresher training for employees as needed.
- Require employees to enroll in and complete the Discover SGF training program.
- Investigate usage of part-time employees at the Airport Information Center, as appropriate.

Objective D:
Continue to increase staff and partner knowledge and use of Simpleview CRM.

- Work closely with the account team at Simpleview to ensure staff and partners are utilizing the capabilities of the system to the fullest and most efficient extent.
- Fully utilize the Connect SGF extranet to distribute and respond to sales and leisure tourism leads, update partner business information updates, update online calendar of events, sign up for advertising/sponsorship packages and RSVP for CVB events.
- Conduct bi-annual member/partner training sessions to ensure partners are fully utilizing Connect SGF (extranet).
- Assign staff key areas of responsibilities for optimal use of the Simpleview CRM and develop a core staff team of experts on all sections of the system.
- Be involved in the Simpleview user group and attend meetings as appropriate.
- Conduct follow-up training with CVB staff as appropriate.

Objective E:
Secure and train an adequate number of volunteers to assist at information centers, convention and event hospitality booths and with other tasks as necessary.

- Assess volunteer needs at information centers and align schedules with flight arrivals and as needed.
- Secure an appropriate pool of qualified and capable volunteers through sources such as RSVP, Council of Churches, etc.
- Provide appropriate training for volunteers, including a requirement to complete all Discover SGF videos.
- Obtain coordinated and appropriate logoed clothing for all volunteers to wear while on duty.
- Keep volunteers updated on CVB activities via a monthly volunteer newsletter.

Hospitality Industry & Advertisers

The CVB encourages frontline employees in the travel industry to become familiar with area attractions and other things to see and do while in the Springfield area. To that end, a hospitality training program for frontline workers was developed called Discover SGF. The program is free for participants and is targeted to frontline hospitality workers, volunteers and CVB staff for the purpose of empowering them to increase overnight stays and guest satisfaction. The program will utilize a variety of training tools, including videos and online assessments. The CVB has and will continue to partner with several local organizations to produce videos specific to applicable industries and training needs.

Another video-based training program will also be developed for CVB advertisers to encourage them to take advantage of all member benefits and better promote their business to the travelling public through CVB marketing efforts.

Objective A:
Continue to develop the Discover SGF program by attracting at least 50 businesses and 500 total participants by June 30, 2020.

- Continue to invest in and promote the Discover SGF program to CVB advertisers, partners and other hospitality businesses in Springfield.
- Investigate the opportunity to develop a video for the series in partnership with the History Museum of Springfield focusing on Springfield's history.
- Update the Discover SGF program to include new facilities and attractions, as needed.
- Develop a plan to attract new partner businesses and employee participants for the program.
- Refine current benefits and add additional benefits for participants and graduates of Discover SGF, as appropriate.
- Develop a communications strategy to keep participants engaged in the program and updated on changes after completion of the program.
- Require completion of the Discover SGF program for new CVB staff and volunteers.
- Cross-promote Discover SGF through Connect SGF and other partner media.

Objective B:
Develop a plan for educating CVB advertisers and Marketing Partners about benefits of membership.

- Send a welcome email to all new partners to introduce the CVB staff, explain partner benefits and the directions for logging into Connect SGF (extranet).
- Conduct regular Connect SGF training sessions for advertisers/partners to encourage full usage of that system.
- Record a series of training videos for partners explaining how to take full advantage of partnership benefits.

Objective C:

Offer free or inexpensive training opportunities for Springfield's travel industry employees to help increase knowledge and professionalism.

- Invite appropriate travel industry personnel to webinars hosted at CVB offices.
- Utilize CVB partners and vendors as guest speakers for industry training sessions throughout the year.
- Continue to promote the Discover SGF program to CVB advertisers, partners and other hospitality-related businesses.
- Utilize Connect SGF to share educational articles and other training resources with partners.

Administrative

Objective A:
Maintain accreditation through Destinations International by submitting the required annual reports in December 2019.

- Update processes to comply with other standards as required by the Destinations International Accreditation Program.
- Update the Standard Operating Procedures Manual for key functions of each CVB position as necessary.

Objective B:
Assess new and existing CRM system enhancements and improvements and incorporate those that are appropriate.

- Review improvements and enhancements presented at the 2019 Simpleview Users Conference.
- Continue using the Gmail integration, Destination Dashboard and Event Impact Calculator.
- Investigate the use of other vendors integrated with the Simpleview CRM to improve office-wide efficiency.
- Determine the appropriate enhancements and improvements to incorporate into the CRM system.
- If necessary, add funds to cover the costs of enhancements and improvements to a mid-year budget revision.
- Continue to upgrade the CRM as appropriate and attend all future users' conferences.

Objective C:
Work with the city, Bass Pro and other appropriate developers to assess the possibility of a convention center at the Bass Pro complex and repurposing the Expo Center as an indoor sports facility.

- Following the recommendations outlined in the Hunden Strategic Partners' report, work with Bass Pro and any other developers involved with the project(s) to refine details.
- Investigate and identify incentives that may be offered to developers and public funding sources that could be used for the public portion of both projects.
- Consider the development of a Tourism Business Improvement District (TBID) as one alternative.
- Obtain enabling state legislation to increase the hotel tax up to 7.5 percent with the proceeds of any increase used for "capital improvements that can be demonstrated to increase overnight travel."
- Work with the Springfield Hotel Lodging Association to obtain their support of both projects.
- Determine if Atrium Hotels will continue management of the Expo Center in its current configuration or as an indoor sports facility.
    - If so, revise the contract as appropriate.
    - If not, determine future management.
- Identify competing cities with convention centers and/or indoor sports complexes and consider hosting appropriate Springfield community leaders on site visits to those cities.

Objective D:
The CVB and Sports Commission will hire a sports consulting firm to conduct a sports facility assessment as part of a strategic plan to identify long-term goals for sports facility construction, sports marketing, sporting event development and funding for the Sports Commission.

- Assess the inventory of tournament/competitive-quality sports facilities to determine strengths and areas for improvement and identify opportunities for the development of appropriate facilities.

- The CVB and the Sports Commission will work with the Springfield-Greene County Park Board and other appropriate entities to develop needed sporting venues identified in the facility assessment, taking into account sports facility development plans in Branson.

Objective E:
Continue implementation of the 2019-2021 Strategic Plan.

- Meet regularly with staff to assign responsibilities and check implementation progress.
- Report on implementation progress at monthly board of director's meetings.
- Review the strategic plan with the CVB management team and executive committee of the board at least quarterly to summarize progress and identify successes.
- Modify the plan as needed and communicate the changes to all key stakeholders after executive committee approval.

Objective F:
Work with city staff to identify a referendum date to ask voters to change the definition of who must collect the hotel tax in order to require short-term rentals in Springfield to collect and pay the existing hotel tax.

- Monitor, and attempt to influence as necessary, state legislation legalizing and/or regulating short-term rentals.
- Obtain the support of the Springfield Hotel Lodging Association and encourage City Council to ask Springfield voters to change the definition of who must collect and pay the existing hotel tax to include short-term rentals.

Objective G:
Update internal accounting procedures by implementing Quickbooks software.

- Terminate the Sage software agreement and install Quickbooks accounting software.
- Convert existing accounts receivable and accounts payable records to the Quickbooks database.
- Train staff and finance administration backup on new accounting processes.

Objective H:
Consider whether to hold or sell the property at U.S. 65 and Chestnut Expressway.

- The Discover Springfield board will continue meeting and will monitor the property.
- Assess current and future developments near the property and the impact they may have on property value.

Objective I:
Hire and train a vice president for the bureau or re-assign responsibilities of the vice president between existing management and a new administrative assistant for marketing and administration.

- Develop staff recommendations to present to the Executive Committee.
- Proceed as appropriate according to the Executive Committee's decision.

Future Marketing Efforts

Financial and human resources will not allow the implementation of all marketing efforts the bureau would like to undertake during the 2019/2020 fiscal year. The following is an overview of long-range marketing efforts that will be implemented when resources are available. Some of these projects will be implemented during the fiscal year if possible. Due to the long-range nature of many of these projects and rapidly changing technology, they are subject to change.

Public Relations

- A name change for the CVB will be considered in an effort to create a new identity for the organization that is more easily understood by constituents.
- Encourage and support qualified Springfield representatives to apply for a position on the Missouri Tourism Commission.
- Develop a comprehensive public relations and marketing plan to educate local officials and the public on the need for public funding for facilities recommended in the Convention Competitive Assessment and continue to work with the city and other organizations to identify needed convention and sports facilities.
- The CVB will advocate for the development of a convention complex, tournament-grade indoor and outdoor sports facilities and other facilities that would increase room demand.
- If not passed in FY19, enabling state legislation will be passed to allow the hotel tax in Springfield to be increased from 5 percent to up to 7.5 percent.
- Enabling state legislation will be passed to allow Tourism Business Improvement Districts (TBID) as a tool for tourism marketing and capital improvement projects.
- The city's definition of who must collect the lodging tax will be revised to include short-term rentals.

Collateral Production/Advertising Sales

- Continue to seek advertising partnerships and innovative revenue streams to increase private funding and supplement the public hotel/motel tax funding.
- Explore the production, promotion and distribution of additional publications, including a dining guide, a coffee guide and others.

Market Research

- The use of focus groups and other market research will be increased and conducted to measure advertising effectiveness, consumer insights, meeting planner satisfaction, brand awareness, etc.
- Additional surveys such as creative focus groups, a PR effectiveness study, social media influence and convention/sports satisfaction surveys will be included in annual CVB research plans.

Advertising

- Advertising partnerships will be expanded to include secondary attractions in niche marketing campaigns.
- Advertising production will be expanded to include the use of professional, diverse talent for all photo/video shoots.
- A new advertising campaign will be created using new photo/video assets and tested with consumer groups prior to launching.

Intercept, Digital and Miscellaneous Marketing

- Develop and produce branded video content for digital distribution (YouTube, podcast, etc.) and create third-party agreements for syndication (local media, SGF CityView, Mediacom, etc.).
- Utilize virtual reality or other emerging technology to communicate to media, tour operators, meeting planners and leisure visitors about new attractions and facilities in Springfield.
- Continue enhancing the downtown information center to become a Route 66 and Springfield area resource for visitors.
- Conduct a local public relations and marketing campaign to increase awareness of the CVB and increase traffic to the Route 66 Springfield Visitor Center by promoting the center as a ticket pick-up location for local events, advertising on local TV, radio and print outlets using trade, when applicable, purchasing billboard advertising and promoting the visitor center as a resource on the CVB website and collateral materials.
- Develop partnerships with local media outlets such as the “The News-Leader,” “417 Magazine” and others to promote local deals and attractions.
- Expand international marketing through opportunities offered by Brand USA.
- Investigate opportunities to partner with local medical facilities to support medical tourism.
- Offer online attraction ticketing options and aggressively promote this on the website and through email marketing campaigns.
- Develop an online chat feature to enhance the visitor experience on the site.
- Develop a “Local Favorites” media campaign utilizing TV and social media outlets with online video to conduct short testimonial-type spots with people talking about why they love calling Springfield home. Partner with the chamber, city, universities and other local organizations with an interest in highlighting why residents call Springfield home.
- A mobile information center will be purchased for use at large, outdoor events and indoor events where appropriate.
- Virtual Information Centers will be placed at key area locations to allow visitors to speak with a live staff person utilizing Web cams and touch-screen technology.
- Work with the City of Springfield to design and develop a sidewalk kiosk near the Route 66 Springfield Visitor Center to distribute Visitors Guides, maps and other printed materials when the center is closed. The kiosk will include space to promote downtown events.
- The use of new billboards will be investigated as a method of promoting Springfield to travelers in the area, increasing counts to the Route 66 Springfield Visitor Center.
- A “Staycation” program will be developed to encourage visitation from within a 100-mile radius of the city.
- Investigate digital and social attribution platforms to assess the impact of these marketing efforts on overnight travel and visitor spending.
- Investigate opportunities to market to niche and more diverse groups, including LGBT, African-American, Hispanic and other groups for leisure and group sales.

Exhibit 1

Group Sales

- Work with the Springfield Hotel Lodging Association to develop a pool of funds to use as an incentive to attract events.
- Expand partnership opportunities with the Branson/Lakes Area Convention & Visitors Bureau and identify areas to partner with their sales department to combine efforts of bringing convention groups and sporting events to southwest Missouri.
- Pursue regional partnerships with other CVBs to promote bringing new meetings, conventions, and sporting events to the area.
- Sports marketing efforts will be expanded in cooperation with the Springfield Sports Commission to make Springfield a recognized destination for quality amateur sporting events. Sporting events owned by the Sports Commission will be created and conducted annually.
- A virtual site visit (tour) will be developed for distribution to meeting and event planners considering Springfield as the host city for meetings or events and will be added to the CVB website.
- Develop a video-based sports promotion for use in sports sales efforts of the CVB and Sports Commission.
- Provide digital bid proposals to enhance the professionalism of the bid process.
- Conduct sales blitzes in designated cities with a targeted client list including cities where CVB is advertising.
- Host an industry trade show or marketplace such as Connect Missouri or SPORTS.
- Host the Midwest Travel Writers Association Conference.
- Attend additional trade shows such as IMEX, ASAE and others not currently in the budget.
- Investigate eSports as a potential market segment.
- Encourage sales managers to serve on boards for industry trade associations such as PCMA and RCMA.

Event Services

- The ability for convention delegates to register for their convention and arrange all other details of their trip will be added to the website, providing a potential revenue source while eliminating the need to re-key information into the CVB's housing software.

Training

- The CVB will maintain accreditation through Destination International's Destination Marketing Accreditation Program.
- The "Discover SGF" program will be updated to reflect changes in Springfield and new training techniques.
- Staff diversity training will continue annually.
- Staff training will focus on rapidly changing technology and its impact on marketing.
- All staff will be encouraged or required to obtain appropriate certification in their field of expertise.

Administrative

- Continue to upgrade and maintain all equipment, hardware and software to the most current versions and standards by following a technology plan.
- Video conferencing for CVB board and committee meetings will allow attendees to actively participate in all CVB meetings remotely.

Exhibit 2

Springfield Convention and Visitors Bureau

2019/2020 Budget - Proposed Revenue

Account Description	Account	2018/19 Revised Budget		2019/20 Original Budget		Variance - $	Variance - %
ROOM TAXES							
Room Tax Revenue	401540	**$2,675,000**		**$2,777,000**		**$102,000**	**3.8%**
INTEREST							
Interest Earnings	410010	**$9,400**		**$20,400**		**$11,000**	**117.0%**
ADVERTISING REVENUES							
Visitors Guide Advertising	413010.01	$200,400		$209,500		$9,100	4.5%
Route 66 Brochure/Map	413010.02	6,000		6,000		0	0.0%
Coupons	413010.03	18,600		18,900		300	1.6%
Expo/Rt. 66 Displays	413010.04	6,900		12,400		5,500	79.7%
Poly Tote Bags	413010.05	0		0		0	N/A
Web Site Links and Advertising	413010.06	90,000		85,000		-5,000	-5.6%
Brochure Insertions	413010.07	0		0		0	N/A
Airport Advertising	413010.08	40,200		0		-40,200	-100.0%
Event Guide	413010.09	16,100		20,000		3,900	24.2%
Mall Advertising	413010.10	15,000		15,000		0	0.0%
Tap and Pour Guide	413010.11	17,000		17,000		0	0.0%
TOTAL ADVERTISING REV		**$410,200**		**$383,800**		**-$26,400**	**-6.4%**
CO-OP ADVERTISING REV							
Coop Partnerships	416020.01	$185,000		$165,000		-$20,000	-10.8%
MDT Coop Program (Leisure)	416020.02	196,500		308,500		112,000	57.0%
MDT Coop Program (Convention)	416020.03	0		0		0	N/A
MDT Coop Program (Sports)	416020.04	0		0		0	N/A
Local Convention Co-op	416020.05	17,500		15,000		-2,500	-14.3%
Miscellaneous Partnerships	416020.06	0		0		0	N/A
TOTAL CO-OP REV		**$399,000**		**$488,500**		**$89,500**	**22.4%**
PARTNERSHIP REVENUE							
Marketing Partnerships	414110	**$7,400**		**$0**		**-$7,400**	**-100.0%**
MISCELLANEOUS REV							
Sports Commission Management Fees	414100.01	$18,000		$18,000		$0	0.0%
Souvenir Sales	414100.02	13,650		12,300		-1,350	-9.9%
Other	414100.03	100		200		100	100.0%
Holding Account	414100.04	0		0		0	N/A
Hotel Shuttle & Facility Rental Rebates	414100.05	11,000		11,000		0	0.0%
Hotel Trade Show Participation	414100.06	8,650		6,200		-2,450	-28.3%
Annual Banquet Sales	414100.07	15,000		15,000		0	0.0%
Gold Wing Event Hosting	414100.08	0		21,000		21,000	N/A
Chamber Partnership	414100.09	0		2,000		2,000	N/A
TOTAL MISC REV		**$66,400**		**$85,700**		**$19,300**	**29.1%**
TOTAL REVENUE		**$3,567,400**		**$3,755,400**		**$188,000**	**5.3%**
Transfer To/From Fund Balance		$0		0		0	N/A
GRAND TOTAL REVENUE		**$3,567,400**		**$3,755,400**		**$188,000**	**5.3%**

Springfield Convention and Visitors Bureau
2019/2020 Budget - Proposed Expenses

Account Description	Account	2018/19 Revised Budget	2019/20 Proposed Budget	Variance - $	Variance - %
PAYROLL					
Salaries and Wages	500110	$961,650	$1,012,300	-$50,650	-5.3%
Temporary & Part Time Wages	500130	18,300	16,250	2,050	11.2%
Retirement Contributions	500210	96,300	103,800	-7,500	-7.8%
FICA	500250	65,000	69,000	-4,000	-6.2%
SS/Medicare-401K	500250	48,300	0	48,300	100.0%
Health Insurance	500260.01	147,850	175,050	-27,200	-18.4%
Unemployment Insurance	500260.02	1,800	2,850	-1,050	-58.3%
Workers Comp	500280	3,100	3,150	-50	-1.6%
TOTAL PAYROLL		**$1,342,300**	**$1,382,400**	**-$40,100**	**-3.0%**
ADMINISTRATIVE					
Auditing and Accounting	504510	$7,500	$6,400	$1,100	14.7%
Automobiles	502040	7,400	7,400	0	0.0%
Building Rental	505820.01	103,800	106,650	-2,850	-2.7%
Utilities	505820.02	9,100	10,150	-1,050	-11.5%
Bldg. Supplies/Repair	505820.03	5,000	5,400	-400	-8.0%
Office Cleaning	505820.04	9,300	10,200	-900	-9.7%
Credit Card Fees	502070	4,200	5,200	-1,000	-23.8%
Data Processing	502140	2,200	2,300	-100	-4.5%
Dues and Subscriptions	502290	34,550	34,300	250	0.7%
Equipment Repair	502750	14,700	20,100	-5,400	-36.7%
Insurance Premiums	502230	9,600	9,950	-350	-3.6%
Minor Office Furn/Supplies	501190	600	1,200	-600	-100.0%
Misc. A & G	501260	19,750	14,950	4,800	24.3%
Office Supplies	501240	7,800	7,800	0	0.0%
Other Professional Services	504580	8,500	3,000	5,500	64.7%
Postage and Freight	502220	6,300	7,050	-750	-11.9%
Printing and Binding	502380	600	600	0	0.0%
Telephone	505550	11,400	14,950	-3,550	-31.1%
Training Expense	504590	33,300	37,300	-4,000	-12.0%
TOTAL ADMINISTRATIVE		**$295,600**	**$304,900**	**-$9,300**	**-3.1%**
MARKETING					
ADVERTISING					
Ad Production	505010	$111,900	$87,000	$24,900	22.3%
Billboards	505020	0	0	0	N/A
Brochures and Printed Material	505030	121,800	137,800	-16,000	-13.1%
Direct Mail	505050	45,650	53,150	-7,500	-16.4%
Digital Advertising	505060.01	555,600	561,800	-6,200	-1.1%
Other Advertising	505060.02	117,900	78,000	39,900	33.8%
Print Advertising	505070	212,800	215,000	-2,200	-1.0%
Radio & TV Advertising	505080	283,000	283,000	0	0.0%
TOTAL ADVERTISING		**$1,448,650**	**$1,415,750**	**$32,900**	**2.3%**
TRAVEL					
Travel Expenses	505690	**$42,950**	**$45,300**	**-$2,350**	**-5.5%**
OTHER MARKETING					
Market Research	502470	$39,650	$45,700	-$6,050	-15.3%
Group Incentives	502120	73,000	71,900	1,100	1.5%
Entertainment	502200	4,900	5,900	-1,000	-20.4%
Exhibition Fees	504640	49,250	50,750	-1,500	-3.0%
FAM Tour Expense	504650	24,650	24,200	450	1.8%
Misc. Marketing Expense	502280.01	19,600	13,500	6,100	31.1%
Misc. Convention Marketing	502280.02	23,200	23,300	-100	-0.4%
Digital Marketing	502280.03	49,200	148,400	-99,200	-201.6%
Airport/Expo Concession Fees	502280.04	23,750	15,000	8,750	36.8%
Photo Processing	502360	0	0	0	N/A
Public Relations	502400.01	9,300	11,550	-2,250	-24.2%
Event Public Relations	502400.02	8,100	6,750	1,350	16.7%
Annual Banquet Expenses	502400.03	10,000	10,000	0	0.0%
Specialty Items	504620	19,600	20,300	-700	-3.6%
Receptions	504660	3,300	4,400	-1,100	-33.3%
TOTAL OTHER MARKETING		**$357,500**	**$451,650**	**-$94,150**	**-26.3%**
TOTAL MARKETING		**$1,849,100**	**$1,912,700**	**-$63,600**	**-3.4%**
CONVENTION SERVICES					
Misc. Convention Services	504540.01	$1,600	$1,850	-$250	-15.6%
Convention Housing Expenses	504540.02	6,400	4,800	1,600	25.0%
Shuttle Service	504610	3,200	3,200	0	0.0%
TOTAL CONVENTION SERVICES		**$11,200**	**$9,850**	**$1,350**	**12.1%**
CONTINGENCY					
Contingency	502780	**$50,700**	**$88,200**	**-$37,500**	**-74.0%**
CAPITAL EXPENSES					
Office Furniture and Equipment	508110.01	$0	$6,000	-$6,000	N/A
Bldg. Improvement Expenses	508110.02	0	30,000	-30,000	N/A
Computer Hardware	501220	2,700	4,200	-1,500	-55.6%
Computer Software	501230	9,000	9,700	-700	-7.8%
Other Equipment	508170	550	1,200	-650	-118.2%
Destination Springfield	508220	6,250	6,250	0	0.0%
TOTAL CAPITAL EXPENSES		**$18,500**	**$57,350**	**-$38,850**	**-210.0%**
TOTAL BUREAU EXPENSES		**$3,567,400**	**$3,755,400**	**-$188,000**	**-5.3%**

One-rdg._____
P. Hrngs. _____
Pgs. 8
Filed: 05-28-19

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019-136 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in the amount of $91,500, for the purpose of promoting the attraction of sporting events to the community.

WHEREAS, the Greater Springfield Area Sports Commission, Inc., ("Commission") is a non-profit corporation, organized in 1999 for the purpose of enhancing the quality of life and stimulating economic growth in the Springfield area by promoting the City as a host city for quality national and regional sporting events and other ancillary activities; and

WHEREAS, a portion of the Commission's budget comes from the City's collection fee from the hotel/motel gross receipts tax.

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 the Greater Springfield Area Sports Commission, Inc., 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 – All workers performing work under the contract attached hereto as "Exhibit A," 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 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 2019-136

FILED: 05-28-19

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in the amount of $91,500,`2 for the purpose of promoting the attraction of sporting events to the community.

BACKGROUND INFORMATION: The Greater Springfield Area Sports Commission, Inc., ("Commission") is a non-profit corporation organized in 1999 for the purpose of enhancing the quality of life and stimulating economic growth in the Springfield area, by promoting the area as a host city for quality national and regional sporting events and other ancillary activities. A portion of the Commission's budget comes from the City's collection fee from the hotel/motel gross receipts tax. The portion of the City's collection fee budgeted for the Commission in Fiscal Year 2018-2019 was $85,350, and the amount budgeted for Fiscal Year 2019-2020 is $91,500.

Entering into this Agreement will continue the funding of the Commission from a share of the City's collection fee from the hotel/motel gross receipts tax.

REMARKS: The Board of Directors consists of ten perpetual members representing the City, Park Board, City Utilities, Convention & Visitors Bureau, Chamber of Commerce, Springfield R-12 School District, Missouri State University, Drury University, Evangel University and the Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair), and other directors as elected.

No significant revisions have been made in this year's contract which is similar to the current agreement. The Springfield Convention & Visitors Bureau manages and provides administrative support for the Commission.

Recommended by:

Buffee Smith, Contract Administrator

Approved by:

Jason Gage, City Manager

Exhibit A

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 July 1, 2019	TERMINATION DATE June 30, 2020	CONTRACT NUMBER:	
(X) NEW CONTRACT			

CITY	CONTRACTOR
City of Springfield **840 N. Boonville Ave, P.O. Box 8368** **Springfield, MO 65802** **Phone: (417) 864-1625** **Attn: Director of Finance or Acting Director**	**Greater Springfield Area Sports Commission, Inc.** **815 E. St. Louis Street, Suite 100** **Sprinfield, MO 65806** **Phone: (417) 881-5300** **Attn: Tracy Kimberlin**

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Greater Springfield Sports Commission, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor.".

WITNESSETH:

WHEREAS, the Contractor desires to promote sports and sporting events within the Greater Springfield Missouri area in accordance with the Scope of Services attached as Exhibit 1, and

WHEREAS, the City desires to retain the services of the Contractor to promote sports and sporting events in the City by providing to Contractor an annual sum equal to a designated share of collection fees of the City from Hotel and Motel gross receipts tax collected by the City under Article V of Chapter 70 of the Springfield City Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **TERM**. The term of this Agreement shall be from July 1, 2019, to June 30, 2020, subject to any changes to which both parties may subsequently assent in writing.

2. **SCOPE OF SERVICES**. The City will engage the services of the Contractor to establish and perform services which are more particularly described in *Exhibit 1* and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in *Exhibit 1.*

3. **AGREEMENT ADMINISTRATION.** The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of the Greater Springfield Area Sports Commission, Inc. (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. **FURNISHING INFORMATION.** All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. **COPYRIGHTS.** The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. **REPORTS.** Reports to the City will be made as follows:

A. Annual Reports: The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. **PERSONNEL.** The Contractor will secure such personnel as are authorized in its board-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. **KEY PERSONNEL AND PROGRAM ORGANIZATION.** The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. **COMMENCEMENT OF WORK.** Services of the Contractor shall commence on July 1, 2019 and shall be completed in a timely manner.

10. **PAYMENT**. Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City collection fees on hotel/motel gross receipts tax collections under Article V, Chapter 70 of the Springfield City Code received by the City with Contractor's share thereof to be as follows: One-Half of the City's collection fees on the Two and One-Half Cent (2.5 cents) hotel/motel gross receipts tax increase passed by voters in 1998 and One-Twelfth of the City's collection fees on the One Half-Cent (.5 cents) hotel/motel gross receipts tax increase passed by voters in 2004, said collection fees as set forth in Section 70-287 of the Springfield City Code.

11. **TERMINATION.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

12. **CITY - CONFLICT OF INTEREST.** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. No applicable federal regulations or applicable provisions in RSMo. Section 105.450 et seq. shall be violated.

13. **RIGHT OF AUDIT.**

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have

not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. **DISCRIMINATION.** 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.S(a) and 41 C.F.R. § 60-741.S(a), if applicable.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(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 41C.F.R. § 60-741.S(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.

15. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. **APPLICABLE LAWS.** The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

18. **JURISDICTION.** The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

19. **NOTICES.** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at 815 E. St. Louis, Street, Suite 100, Springfield, Missouri 65806-4048. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

20. **ENTIRE AGREEMENT.** This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

21. **CONTINGENCIES.** This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status and maintaining a board of directors and status as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. The Board of Directors shall include ten (10) perpetual members, one of each of whom shall be selected by the following organizations: City of Springfield, Missouri; Springfield/Greene County Park Board; Springfield Convention and Visitors Bureau; Springfield Area Chamber of Commerce; Springfield R-12 School District; Missouri State University; Drury University; The Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair); City Utilities; and Evangel University. The at-large members of the Board will be elected by a simple majority of the perpetual members. At large directors may be elected for successive terms. Perpetual members shall serve until their resignation or replacement by their sponsoring organization. All officers shall be elected by majority vote for one (1) year terms.

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

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 designee

GREATER SPRINGFIELD AREA SPORTS COMMISION, INC.

By:_____

Name & Title:_____

Attest:

_____
Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager or designee

Exhibit 1

Scope of Services
Greater Springfield Area Sports Commission, Inc.

The Greater Springfield Area Sports Commission, Inc. is managed by the Springfield Convention & Visitors Bureau, Inc. and works with the Bureau to increase economic activity in the City of Springfield by attracting national and regional sporting events. Specific objectives and action plans for the Bureau and Sports Commission to attract national and regional sporting events can be found in the Bureau's 2019-2020 Marketing Plan.

General services to be performed by the Greater Springfield Area Sports Commission, Inc. shall include:

- Marketing the Springfield area to national and regional sporting event planners as a host city for such events.
- Working with sporting event planners to secure local venues for their events.
- Negotiating sleeping room rates and room blocks for event planners.
- Acting as a clearing house for scheduling of sporting events.
- Assisting local organizations by acting as sponsor for new and existing sporting events.
- Assisting local groups in the recruitment and organization of volunteers to staff national and regional sporting events.
- Hosting an annual awards banquet recognizing area high school athletes and teams.

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 05-28-19

Sponsored by: Lear

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 137 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Annual Maintenance Contract for Traffic Signals for Fiscal Year 2019-2020; accepting the bid of Ewing Signal Construction, LLC, in the amount of $149,035.00; and authorizing the City Manager to enter into a contract with such bidder for the purpose of maintaining the City's traffic signal infrastructure.

_____

WHEREAS, the City annually bids for the construction of traffic signal infrastructure to supplement the City's maintenance responsibilities; and

WHEREAS, Ewing Signal Construction, is the lowest responsive and responsible bidder for the proposed Annual Maintenance Contract; and

WHEREAS, bids for said Contract were solicited by advertisement in *The Daily Events* from April 19, 2019, through April 23, 2019, and all bids were opened on May 7, 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 Annual Maintenance Contract for Traffic Signals for Fiscal Year 2019-2020, and accepts the bid of Ewing Signal Construction, LLC, for said Contract, at the price and sum of $149,035.00, except as said sum may be lawfully increased or decreased by the actual quantities of work units involved.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a contract with said bidder, said contract to be in substantially similar form to the document attached hereto, and incorporated herein by this reference, as "Exhibit 1," 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 1," 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 2019-137

FILED: 05-28-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the Annual Maintenance Contract for Traffic Signals for Fiscal Year 2019-2020; accepting the bid of Ewing Signal Construction, LLC, in the amount of $149,035.00; and authorizing the City Manager to enter into a contract with such bidder for the purpose of maintaining the City's traffic signal infrastructure.

BACKGROUND INFORMATION: The City annually bids this work for construction of traffic signal infrastructure including, but not limited to, removal, repair, and installation of cabinets, poles and mast arms, signal heads, detectors, etc., which supplements the Transportation Management Division's maintenance responsibilities. The Agreement ("Exhibit 1"), continues the City's practice, since 1999, of securing on-call contractor support for completing timely repairs and installation of traffic signal infrastructure as needed to maintain the traffic signal system in a safe and effective manner.

Bids were solicited by advertising in *The Daily Events* from April 19, through April 23, 2019. Bids were opened on May 7, 2019, at 10:30 a.m., with two bids received; however, one bid was subsequently withdrawn. The remaining bid and Engineer's Estimate amounts are listed below:

Contractor	Bid Amount
Ewing Signal Construction, LLC,	$149,035.00
Engineer's Estimate	$151,280.00

Total contract expenses will be based on unit prices for actual work orders completed on an on-call basis. The bid, if accepted, will be funded from the 1/4-cent Capital Improvement Sales Tax Traffic Signal/Traffic Calming Program and is already budgeted.

Supports the following 2019 City Council Core Priorities:

- Promote Public Safety
- Promote Economic Vitality

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:

Kirk Juranas, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

EXHIBIT 1

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 CONTRUCTION, LLC**
840 BOONVILLE, P.O. BOX 8368	**ADDRESS:** **1730 N. GREGORY**
SPRINGFIELD, MO 65802	**NIXA MO 65714**
PHONE: **(417) 864-1167** **FAX:** **(417) 864-1176**	
ATTN: **TOM DANCEY, P.E., P.T.O.E.**	**PHONE:** **(417) 724-9405**
DEPT.: **PUBLIC WORKS — TRANSPORTATION MGMT.**	**FAX:** **(417) 724-9929**
	ATTN: **DAVE EWING**

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:

Annual Maintenance Contract for Traffic Signals FY2020

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 the time schedule established in "Attachment A" in the Form of Proposal 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. This contract will remain in effect through June 30, 2018.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. 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 underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

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, 2017, 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 Seven Hundred Sixty-Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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 Seven Hundred Sixty-Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Springfield.

e. 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.

f. 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.

g. 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 $149,035.00 (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 **Two Hundred Dollars ($200) per day** for each and every calendar day, or **One Hundred Dollars ($100) per hour** in the case of Emergency Call Out, 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 **One Hundred Forty-Nine Thousand Thirty Five Dollars and No Cents ($149,035.00)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

15. Contract Documents. The contract documents shall consist of the following:

- **a.** This Contract with Exhibits
- **b.** All Change Orders
- **c.** Notice to Proceed
- **d.** Addenda to the Bid Documents
- **e.** General Instructions to Bidders and Special Instructions to Bidders
- **f.** Special Provisions & Supplementary Conditions
- **g.** City of Springfield Standard General conditions and Technical Specifications for Public Works Construction (07-01-13 Revised Edition) and General Conditions for Building Projects
- **h.** Bid Documents (Plans and Specifications)
- **i.** Proposal (including subcontractor list, anti-collusion affidavit, and all other required attachments)
- **j.** Statement of Bidder's Qualifications
- **k.** Acknowledgment
- **l.** Performance Bond
- **m.** Payment and Material Bond
- **n.** Instructions to Bidders
- **o.** Notice to Contractors

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 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:

_____

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

Attachment “A”

A. Time allowed for signal maintenance items under this contract shall be computed in the following manner:

   When the Engineer determines that a condition exists for work within the scope of this contract, the Engineer shall notify the Contractor in writing of such condition. Said Notice to Proceed may be delivered in person to the Contractor or through the mails. Each item, or group of items, shall be assigned a particular number of calendar days for completion. Days shall begin on the date designated in the Notice to Proceed. The Engineer shall determine the number of days necessary to complete work not specifically addressed in this exhibit, or in combination with items listed below, with the Engineer’s decision being final.

B. “DAY” is herein defined to be any weekday, Monday through Friday.

C. Liquidated damages, if necessary, shall be computed as designated in Special Provision No. 5.

COMPETION DAYS FOR SIGNAL MAINTENANCE

REMOVALS

Items 1 – 6, Pull Boxes	5 Days
Items 7 – 13, Bases (includes installation of new base)	7 Days
Items 14 – 16, Concrete Work	Incidental in combination with other work
Items 17 – 18	To be determined by the ENGINEER

INSTALLATION

Item 1, Concrete for Bases		7 Days
Items 2 – 4, Pull Boxes		5 Days
Items 5 – 13, Conduit		To be determined by the ENGINEER
Items 14 – 17, Power		To be determined by the ENGINEER
Item 18,	1-6 Loops	5 Days
	7-12 Loops	12 Days
	13 or more loops	5 additional days for each group of six loops

Items 19 – 28, Cable	To be determined by the ENGINEER
Items 29 – 31, Concrete Work	Incidental in combination with other work
Item 33, Emergency Call-Out Response	Mutually agreed upon by the CONTRACTOR and ENGINEER
All other Items	To be determined by the ENGINEER

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 05-28-19

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 138 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to approve the plans and specifications of the Environmental Services Parking and Material Storage Building Project, to accept the bid of $620,000.00, and to enter into a contract with Branco Enterprises, Inc., for completion of the Project.

WHEREAS, the Clean Water Services division of Environmental Services (“ES”) is in need of covered storage space to protect equipment, trucks, and materials from damage caused by weather and freezing elements; and

WHEREAS, the plans, specifications, and a cost estimate for the building were prepared by BRP Architects; and

WHEREAS, bids were solicited for this project from April 11, 2019, through April 15, 2019; and

WHEREAS, Branco Enterprises, Inc, (“Branco”), is the lowest, responsible bidder for the Environmental Services Parking and Material Storage Building Project ("Project"); and

WHEREAS, funds for the Project will come from the Fiscal Year 2019 Clean Water Services operating budget and are already budgeted.

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 approve the plans and construction specifications, and accept the bid of Branco for the cost of labor and materials for the Project, for the sum set forth in said bid, and to do all things necessary to carry out the intent of the Project, including the execution of the required contracts set forth in the bid package.

Section 2 – All workers performing work under the aforementioned 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. The 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 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- 138

FILED: 05-28-19

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: Authorizing the City Manager, or his designee, to approve the plans and specifications of the Environmental Services Parking and Material Storage Building Project, to accept the bid of $620,000.00, and to enter into a contract with Branco Enterprises, Inc., for completion of the Project.

BACKGROUND:

1. The department of Environmental Services operates several complex pieces of equipment daily to clean, repair, and inspect the sanitary sewer system. This new building will provide much needed covered storage for this equipment, especially during the winter season to prevent freezing and damage to sensitive water apparatus. It will also serve as additional storage space to protect material from weathering.

2. Plans, specifications, and a cost estimate have been prepared by BRP Architects for the Department of Environmental Services and are on file in the Director's office.

3. The project was advertised in *The Daily Events* on April 11, 2019, through April 15, 2019.

4. Bids were opened in the Busch Building on May 14, 2019, at 10:30 a.m. The following bids were received:

CONTRACTOR	BID AMOUNT
Branco Enterprises, Inc.	$620,000.00
Bales Construction Company, Inc	$688,000.00
KCI Construction Company	$704,000.00
Architect's Estimate	$605,326.00

5. During the advertising phase an effort was made to add interest among local contractors, additional solicitations were made by mailing Notice to Contractor No. 2697 to multiple potential contractors. Branco Enterprises, Inc., submitted the low bid of $620,000, which is within 2.4% of the Architect's Estimate. It is the recommendation of BRP Architects to accept the bid from Branco Enterprises, Inc.

6. The building is to be constructed at 1111 West Chestnut Expressway, within the Phil Broyles Public Works Complex.

7. This project will be funded through the Fiscal Year 2019 Clean Water Services operating budget. A budget adjustment is not needed.

REMARKS: Environmental Services recommends passage of this Council bill.

Submitted by:

Ron Petering, P.E.
Assistant Director of Environmental Services

Recommended by:

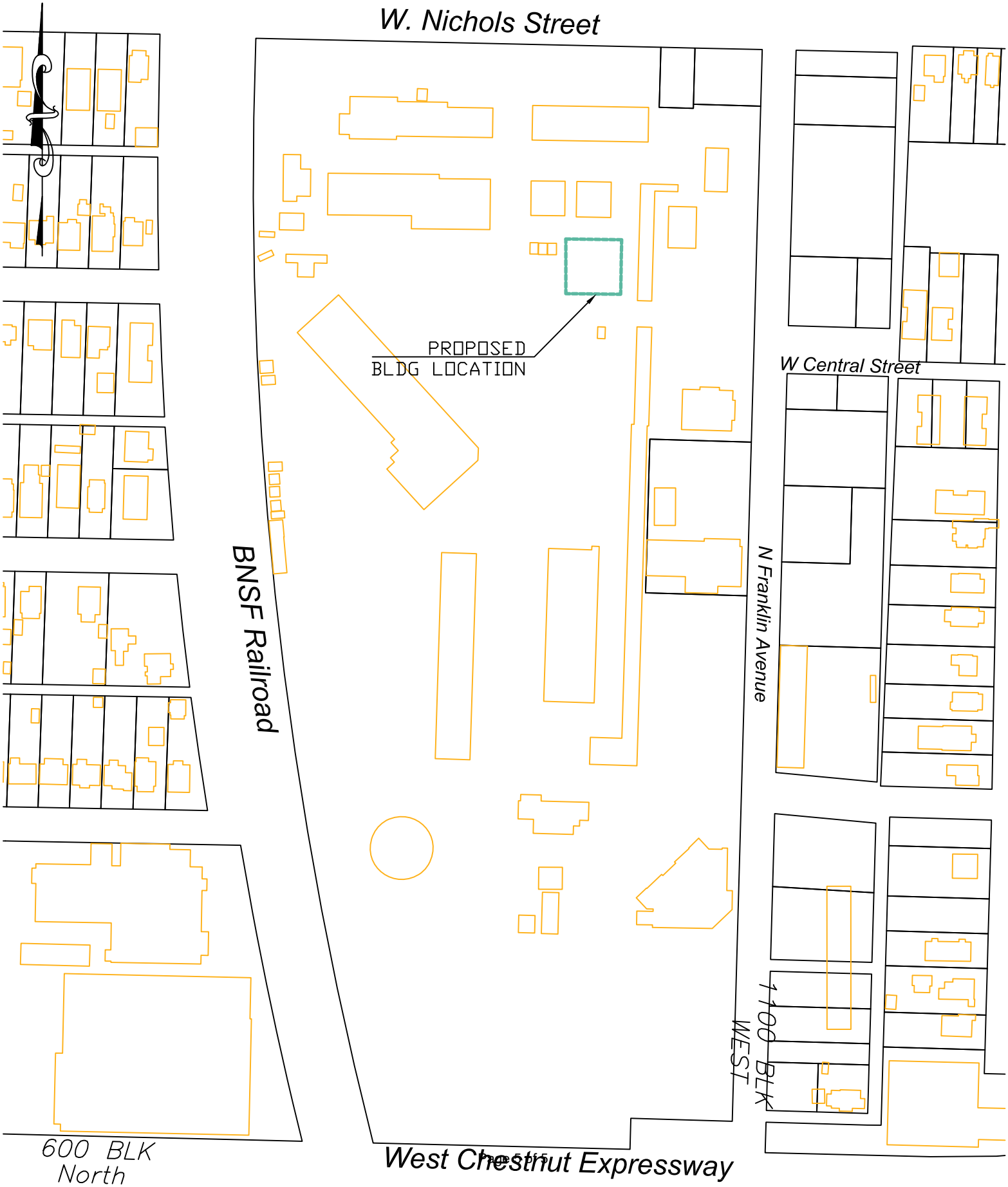
Errin Kemper, P.E.
Director of Environmental Services

Approved by:

Jason Gage
City Manager

EXHIBIT A

ESPS - Parking and Material Storage Building
1111 W. Chestnut - Public Works Compound



One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 05-14-19

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 125 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an Encroachment License Agreement with Falstaff's, LLC, for the purpose of constructing and maintaining a sign which will extend over the public right-of-way located at 311 Park Central West.

WHEREAS, certain encroachments on City rights-of-way require the approval of City Council; and

WHEREAS, Falstaff's, LLC, has requested permission to construct and maintain a sign generally located over the public right of way at 311 Park Central West, as depicted in "Exhibit 3;" and

WHEREAS, the City wishes to enter into an Encroachment License Agreement with Falstaff's, LLC, to allow this encroachment.

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 Encroachment License Agreement with Falstaff's, LLC, for the purpose of constructing and maintaining a sign which will extend over the public right-of-way generally located at 311 Park Central West; said agreement to be in substantially similar form as that document attached hereto and incorporated herein by reference as "Exhibit 1."

Section 2 – The encroachment authorized by this Ordinance shall comply with all applicable provisions of City Code.

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 2019-125

FILED: 05-14-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an Encroachment License Agreement with Falstaff's, LLC, for the purpose of constructing and maintaining a sign which will extend over the public right-of-way located at 311 Park Central West.

BACKGROUND INFORMATION: The site is an existing commercial property and the owners have requested a sign secured to the building that will overhang the public right-of-way. The sign will extend approximately 3 feet over the sidewalk and 14 feet above sidewalk grade. Since the sign will be encroaching into public right-of-way, a license agreement is required to bring the encroachment into compliance with current City Code. "Exhibit 2" is a location map.

REMARKS: The license agreement permits the property owner to construct and maintain a sign as part of a commercial renovation in the location shown in Exhibit 2 over public right-of-way.

Supports the 2019 Council Priorities:

- Public Safety
- Economic Vitality

FINANCIAL: Proof of insurance has been received by the Department of Public Works, to protect the interests of the City of Springfield in connection with this project. There is no cost to the City, therefore, no budget adjustment is needed.

RECOMMENDATION: Public Works recommends passage of this Council bill.

Submitted by:

Kirk Juranas, Assistant Public Works Director

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

Exhibit 1

ROUTING ORDER	(1) Licensee	(2) Public Works Traffic Engineering	(3) Finance Department
	(4) Public Works	(5) Law Department	(6) City Clerk's Office
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
() RENEWAL OF CONTRACT NO. (X) NEW CONTRACT			

GRANTOR	OWNER	LICENSEE
City of Springfield 840 Boonville, P.O. BOX 8368 Springfield, MO 65802 Phone: 417-864-1950 FAX: 417-864-1929 ATTN: Dan Smith DEPT: Public Works	SWM Real Estate, LLC 936 S. Weller Springfield, MO 65802 Phone: 417-763-9172 ATTN: SCOTT MORRIS	Falstaff's, LLC 311 Park Central West Springfield, MO 65806 Phone: 417-763-9172 ATTN: SCOTT MORRIS Email: smorris@murney.com

LICENSE AGREEMENT TO USE PUBLIC RIGHT-OF-WAY

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by the Encroachment Licensee identified above, hereinafter "Licensee," and the City of Springfield, Missouri, a municipal corporation, Grantor, hereinafter "City."

1. The City, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Licensee, hereby grants permission to Licensee to erect, install, and maintain the encroachment, a projecting sign on City right-of-way at 311 Park Central West, legally described as shown below and on ***Exhibit A***. Licensee shall erect, install, and maintain in good repair said encroachment in strict accordance with the terms and conditions of the permit issued by the City Public Works Department; Chapter 98, Article VII, of the Springfield City Code and all other applicable codes of the City; and State and Federal laws and regulations. Licensee may use the right-of-way abutting the real property at said address, except the last six feet to the curb face.

PROPERTY DESCRIPTION: SEE EXHIBIT A,
WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

2. The Licensee is the owner of the encroachment and shall be bound by the duties and obligations assigned herein to the Licensee during Licensee's possession and after, until the encroachment is removed and any and all claims are settled or adjudicated.

3. All signs and markings on the encroachment shall conform to the approved permit and shall not be altered. Licensee grants to City a cross-easement to the property identified on ***Exhibit A*** as may be necessary to allow City to enter said property to remove the encroachment in the event Licensee fails to comply with the provisions of Chapter 98, Article VII of the Springfield City Code or fails to remove the encroachment on termination of this license. Licensee (if Licensee is a tenant, Licensee's landlord) consents that in such event that a lien may be placed by the City on the property for the reasonable cost of removal of the encroachment. Licensee (if Licensee is a tenant, Licensee's Landlord) also agrees that City, its agents and employees, shall be immune from any damage to the structures at 311 Park Central East occasioned by the removal of such encroachment under this paragraph in addition to the rights of the City, its agents and employees under paragraphs 3 and 5.

4. Licensee shall at all times during the term of this agreement carry a premises-liability-insurance policy on the property. Such policy 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). This year, such insurance shall be in an amount of not less than $2,804,046.00 (Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars) combined, single-limits coverage with an insurance company qualified to transact business in Missouri and acceptable to City. Licensee agrees to furnish the City with a certificate of insurance evidencing that Licensee will have at all times during the terms of this agreement the above-required insurance. The certificate of insurance shall be filed with the City within ten (10) days after the date of effectiveness of this agreement. All insurance policies shall provide at least thirty (30) days' written notice to be given to the City prior to modification or cancellation of such insurance. Such notice shall be mailed to the City Attorney, City of Springfield, P.O. Box 8368, Springfield, MO 65801. Licensee further agrees that the proceeds of such insurance policy shall first be used to pay any damages, costs, attorney's fees incurred by or assessed against City, its employees, officers and agents, and second any damages, costs, or attorney's fees incurred by or assessed against Owner, its employees, officers and agents, and before any award or costs of Licensee, its employees, officers or agents is/are paid. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general hereunder.

5. City shall have the absolute right at its discretion to terminate this license or refuse to allow the Licensee to continue to have the encroachment over, under, or across City's property or right-of-way if City determines that City property is being substantially damaged by the encroachment, or that the Licensee has failed to maintain the required insurance on file with City, or that the encroachment constitutes a hazard to the traveling public or other persons. City shall furnish Licensee with notice requiring removal as is reasonable under the circumstances. After receipt of notice, Licensee shall thereafter immediately remove the encroachment and restore City property or right-of-way to the same or better condition as existed prior to the installation of the encroachment. In the event Licensee fails to promptly remove the encroachment and restore the right-of-way within the time required by the notice, City may cause the same to be done at the cost of Licensee and a lien to be placed upon the abutting real property for the cost of removal, to which Licensee and Licensee's Landlord agree.

6. This license terminates upon transfer of either the abutting property owner's property interest or the encroachment property owner's property interest within thirty (30) days of such transfer unless a new encroachment license has been issued, provided that the obligation to indemnify and insure on behalf of City shall survive and continue to run with the land until the encroachment and all parts thereof have been removed or a new license with adequate insurance and indemnification guarantees are provided to City. This license shall be recordable in the land records of the Greene County recorder's office.

7. Licensee, as a further consideration for the aforesaid license, hereby agrees to defend, indemnify, and save harmless City from any and all claims, demands, causes of action, damages, judgments, costs, attorney's fees, and expenses that City may sustain, incur, or become liable for because of loss, destruction, or damage to property, and because of injury or death to any persons resulting from any act, failure to act, or negligence of Licensee, or its contractors or agents in the installation, erection, construction, repair, maintenance, or removal of the encroachment, or by any reason of any defects in the design or installation of the encroachment, the location of the

encroachment or its placement, collapse, failure, or combustion of the encroachment, in whole or in part. Licensee agrees to be responsible for all losses, destruction, or damage to any property of City, including said right-of-way, growing out of the erection, installation, construction, maintenance, repair, or removal of said encroachment, or the failure of Licensee to comply fully with the obligations of Licensee hereunder. Licensee further agrees to reimburse City for any fines, costs, damages, or attorney's fees resulting from the presence of the encroachment on the right-of-way.

8. In no event, shall City be liable to Licensee or any third person for damage or injury to Licensee's (if Licensee is a tenant, to Licensee's Landlord's) facilities and property placed on the right-of-way pursuant to this license or to Licensee's (if Licensee is a tenant, to Licensee's Landlord's) real property if City is required to remove the encroachment. The obligation of Licensee to indemnify City shall survive the termination of the license as to occurrences taking place prior to removal of the encroachment.

9. Additional terms: Licensee shall abide by the terms and conditions of the permit to be issued by the Department of Public Works to construct said encroachment. Signs or banners on the sidewalk café fence or barrier shall not violate the current sign ordinance adopted by the City of Springfield.

10. The obligations of this license shall run with the land identified in ***Exhibit A*** and shall be binding upon Licensee's respective grantees, heirs, personal representatives, successors and assigns, as long as the encroachment shall remain upon City property or right-of-way.

11. Signing this agreement does not grant a right or interest in this license.

12. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to City and Licensee at the addresses shown above or by facsimile transmission to the numbers shown. The date of delivery of any notice by mail shall be the date falling on the second full day after the day of its mailing.

13. This agreement shall contain 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 all parties.

14. 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.

15. Attorney Fees. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

[Remainder of page intentionally blank.]

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

Approved by:

_____
Traffic Engineer

CITY OF SPRINGFIELD, MISSOURI

By: _____
Director of Public Works or Acting Director

Approved as to Form:

_____
City Attorney or Assistant City Attorney

ACKNOWLEDGMENT OF CITY

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that he is Director/Acting Director of Public Works of the City of Springfield, Missouri, a municipal corporation of the State of Missouri, and that the seal affixed to foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said _____ acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

_____
Notary Public

My Commission expires:

_____

Encroachment Licensee: Falstaff's, LLC

By: _____

Name & Title: _____

ACKNOWLEDGMENT of Limited Liability Corporation

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this ____ day of _____, 20__ before me personally appeared _____ to me known, who by me being duly sworn, did state that he/she is _____ of _____, a limited liability company of the State of Missouri, that he/she is authorized to sign the foregoing instrument under the operating agreement of said company and he/she acknowledged executing said instrument as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

_____
Notary Public

_____

My Commission expires:

_____

EXHIBIT "A"

LEGAL DESCRIPTION

Commencing at the Southeast corner of Lot Twenty-Two (22) Block Four (4) in ORIGINAL TOWN OF SPRINGFIELD, Missouri; being the Northwest corner of Patton Alley and College Street; thence West 103 feet and 4 inches for a beginning point, said beginning point being the Southwest corner of a brick building now on this lot herein described; thence from said beginning point North 150 feet; thence East 32 feet and 11 inches to the Northwest corner of Lot heretofore sold to Paul & Routh to J.M. Kirby; thence South 60 feet to an East and West private alley; thence West 11 feet and 5 inches to the Northwest corner of said private alley; thence South 90 feet to College Street; thence West 21 feet 6 inches to beginning, all in Greene County, Missouri; except that part heretofore conveyed to Heerandres Investment Company by deed recorded in Book 769 at Page 63, deed records of Greene County, Missouri and except any part deeded, taken or used for road, street or highway purposes.

AND

Beginning 63 feet East of the Southwest corner of Lot Twenty-Two (22) in Block Four (4) in the Original Survey of the City of Springfield, Missouri, thence North 100 feet; thence East 20½ feet; thence South 100 feet to the North line of College Street; thence West 20½ feet to the place of beginning, all in Greene County, Missouri.

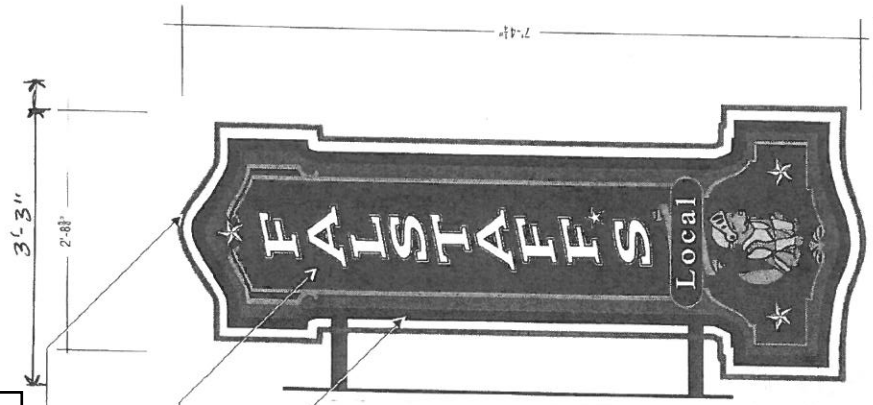
Exhibit 2

City of Springfield, Missouri

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.

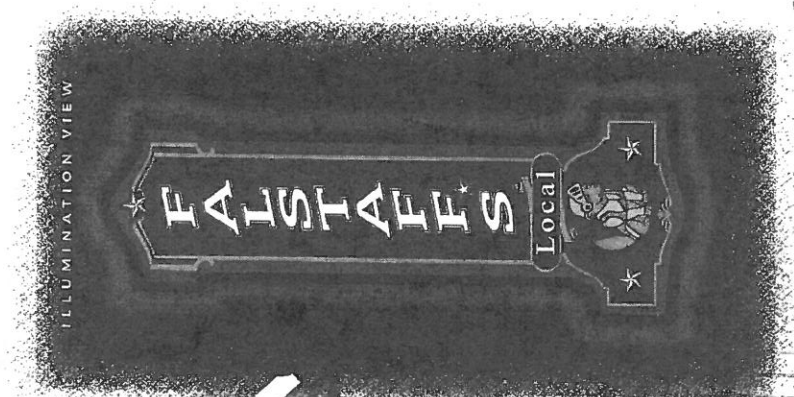
Exhibit 3

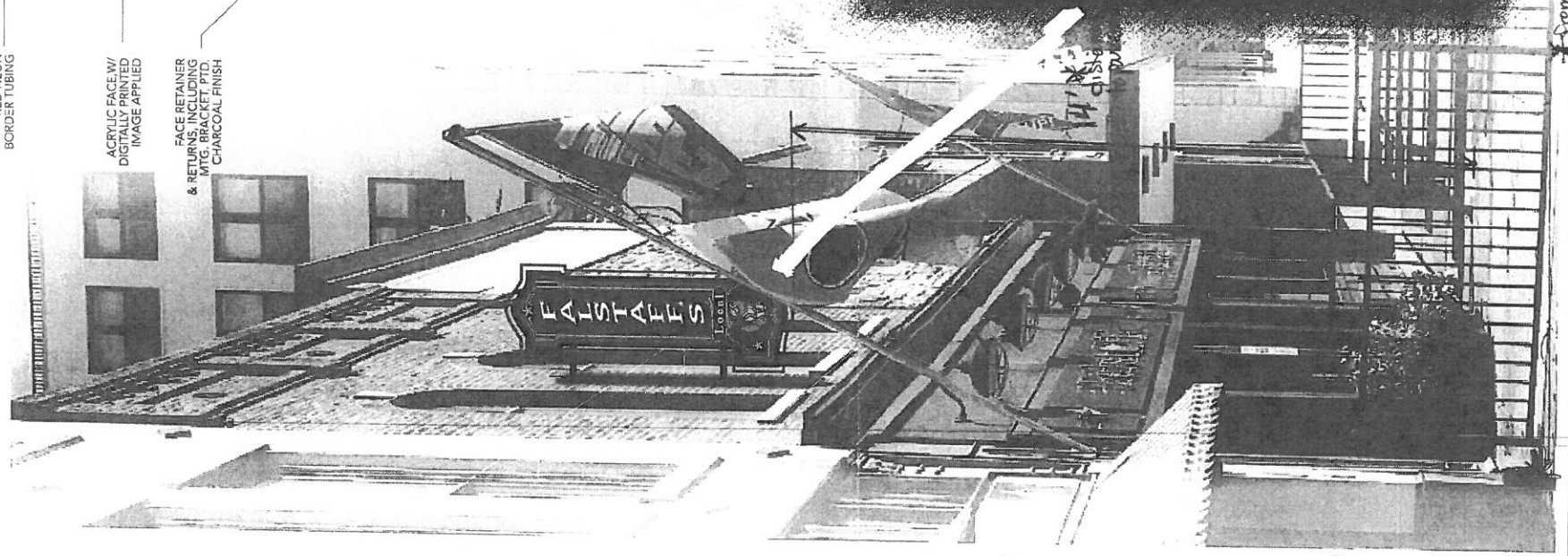
FALSTAFF LOCAL 311 PARK CENTRAL, SPRINGFIELD MISSOURI



SIGN DETAIL VIEW
SCALE: 3/4" = 1'-0"

Sign depth 18"





22' from leading edge of sign to street curb

PR52019-00062S.100

Faces Park Central Street

South Elevation

PAGE 1 OF 1

MISSOURI NEON COMPANY
"Pride Through Quality"
3160 W. KEARNEY
SPRINGFIELD, MO 65803
(417)862.1778
1.800.788.1778
FAX (417) 865-9237

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Customer Approved :

Client signature insures that spelling, colors & specifications meets the clients satisfaction and approval per artwork.

Salesperson: CARL SCHOBER

DATE: 10-02-18
SCALE: NOTED

Revision - A

DATE: 01-08-18
MOVE PLACEMENT BETWEEN FIRST & SECOND WNDWS (LEFT SIDE)

SIGNLINK PROUDLY APPLIES

MAP ULTRA LOW VOC
MATTHEWS PAINT SYSTEM

UL Approved Manufacturer

CELEBRATING 84 YEARS

VISIONTECH Illuminated Surface Slim