



Agenda City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers

Phyllis Ferguson, Zone 1
Abe McGull, Zone 2
Mike Schilling, Zone 3
Matthew Simpson, Zone 4

General Councilmembers

Jan Fisk, General A
Craig Hosmer, General B
Andrew Lear, General C
Richard Ollis, General D

Upcoming Council Meeting Agenda June 17, 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 20, 2019 City Council Meeting, And May 21, 2019, May 28, 2019, June 5, 2019, And June 11, 2019 Special City Council Meetings.**

Documents:

[05-20-19.PDF](#)
[05-21-19 SPECIAL CITY COUNCIL MEETING.PDF](#)
[05-28-19 SPECIAL CITY COUNCIL MEETING.PDF](#)
[06-05-19 SPECIAL CITY COUNCIL MEETING.PDF](#)
[06-11-19 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. **Council Bill 2019-139. (City Council)**

A resolution recognizing the achievements of Kathy Hiqbee after over 40 years of dedicated

services at the Springfield Police Department in light of her retirement.

Documents:

[2019-139.PDF](#)

6. CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETINGS.

- 7. SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On. Council Bill 2019-104 And Council Bill 2019-104. Substitute No. 1 Were Tabled At The May 6, 2019 Council Meeting To The June 17, 2019 City Council Meeting. These Two Bills Were Referred To The Committee Of The Whole For Recommendation. Council Bill 2019-111 Was Tabled At The June 3, 2019 City Council Meeting To The June 17, 2019 City Council Meeting. Council Bill 2019-133 Was Amended At The June 3, 2019 City Council Meeting. Public Hearing Being Continued On Amendment Only. Citizens May Speak To Amendment Only. May Be Voted On.**

- 8. Council Bill 2019-104. (Schilling, Hosmer, Ollis, And Simpson) Tabled At The May 6, 2019 City Council Meeting To The June 17, 2019 City Council Meeting. Was Referred To The Committee Of The Whole For Recommendation.**

A general ordinance adopting Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments, including a permit requirement and registration fee.

Documents:

[2019-104.PDF](#)

- 9. Council Bill 2019-104. Substitute No. 1. (McClure) Tabled At The May 6, 2019 City Council Meeting To The June 17, 2019 City Council Meeting. Was Referred To The Committee Of The Whole For Recommendation.**

A general ordinance adopting Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments.

Documents:

[2019-104S1.PDF](#)

- 10. Council Bill 2019-111. (Ferguson) Tabled At The June 3, 2019 City Council Meeting To The June 17, 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](#)

- 11. 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](#)

12. 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](#)

13. 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](#)

14. Amended Council Bill 2019-133. (Ollis) Public Hearing Being Continued On Amendment Only. Citizens May Speak To Amendment Only. May Be Voted On.

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:

[2019-133AMENDED.PDF](#)

15. 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](#)

16. 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](#)

17. 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](#)

18. 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](#)

19. 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](#)

20. RESOLUTIONS. Citizens May Speak. May Be Voted On.

21. Council Bill 2019-140. (McGull)

A resolution designating the former Katz City Drug Store, located at 1735 South Glenstone Avenue, as a Historic Site on the Springfield Historic Register.

Documents:

[2019-140.PDF](#)

22. Council Bill 2019-141. (McClure)

A resolution initiating amendments to the Springfield Land Development Code to consider

adding a requirement for owner consent or involvement on the designation of Historic Sites, Historic Landmarks, Interior Landmarks and Historic Districts.

Documents:

[2019-141.PDF](#)

23. **Possible Addition To City Council Agenda; However, A Determination Of Whether It Will Be Added Will Be Made By City Council At The Meeting. Council Bill 2019-151. (McClure)**

A resolution affirming City Council's intent to work with community partners to seek a workable solution to the economic harms and predatory practices of the payday and car title loan industry.

Documents:

[2019-151.PDF](#)

24. **EMERGENCY BILLS.**

25. **PUBLIC IMPROVEMENTS.**

26. **GRANTS.**

27. **AMENDED BILLS.**

28. **COUNCIL BILLS FOR PUBLIC HEARING.**

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

30. **Council Bill 2019-142. (Ollis, Hosmer, Lear, And McGull)**

A general ordinance amending the Springfield City Code, Chapter 58, 'Health and Sanitation,' by adopting Article XII, 'Tobacco 21 Act,' in order to prohibit the sale of tobacco products, alternative nicotine products, and vapor products to anyone under 21 years of age; and amending Chapter 78, 'Offenses and Miscellaneous Provisions,' by amending Section 78-5, 'Sale of tobacco products to persons under 18 years of age,' Section 78-6, 'Sale of tobacco products through vending machines,' and Section 78-7, 'Packaging of tobacco products; distribution of free samples; manner of display and sale,' and moving said sections to Chapter 58 as part of the Tobacco 21 Act. (Recommended by Plans and Policies Committee.)

Documents:

[2019-142.PDF](#)

31. **Council Bill 2019-143. (Ollis, Hosmer, Lear, And McGull)**

A general ordinance amending the Springfield City Code, Chapter 78, 'Offenses and Miscellaneous Provisions', by repealing Section 78-8, 'Purchase or possession of tobacco products by persons under 18 years of age.' (Recommended by Plans and Policies Committee.)

Documents:

[2019-143.PDF](#)

32. **Council Bill 2019-144. (Simpson)**

A special ordinance approving the sale of real property generally located at 1809 East Crestview Street to Lacknothing Homes, LLC, for \$71,500.00; and authorizing the issuance of a deed for same.

Documents:

[2019-144.PDF](#)

33. Council Bill 2019-145. (Simpson)

A special ordinance approving the plans and specifications for Channel Improvements – East Woodgate Avenue; accepting the alternate bid of Hunter Chase & Associates, Inc., in the amount of \$147,774.26, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

[2019-145.PDF](#)

34. Council Bill 2019-146. (Simpson)

A special ordinance approving the plans and specifications for Stormwater Improvements Ravenwood Phase II; accepting the bid of Hunter Chase & Associates, Inc., in the amount of \$767,712.00, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

[2019-146.PDF](#)

35. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.

Mr. Clifford VanNatta wishes to address City Council.

36. NEW BUSINESS.

37. UNFINISHED BUSINESS.

38. MISCELLANEOUS.

39. CONSENT AGENDA – FIRST READING BILLS. See Item #3.

40. Council Bill 2019-147. (Ferguson)

A special ordinance approving the sale of real property at 3140 West Lynn Street to Kelly and Chance Bailey for \$500.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2019-2020 budget.

Documents:

[2019-147.PDF](#)

41. Council Bill 2019-148. (Ferguson)

A special ordinance approving the sale of real property at 2406 West Elm Street to Panfilo Garcia for \$500.00; and authorizing the issuance of a deed for same.

Documents:

[2019-148.PDF](#)

42. Council Bill 2019-149. (Ferguson)

A special ordinance approving the sale of real property at 2444 North Benton Avenue to Trigg, LLC, for \$15,100.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2019-2020 budget.

Documents:

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

44. **Council Bill 2019-150. (Schilling)**

A resolution authorizing the Mayor, on behalf of the City of Springfield to sign a Petition to Remove Property from the College Station Transportation Development District and authorizing any actions required to remove certain property from the District pursuant to Section 238.208 of the Revised Statutes of Missouri.

Documents:

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

46. **BOARD CONFIRMATIONS.**

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

47. **END OF CONSENT AGENDA.**

48. **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 20, 2019
Springfield, Missouri

The City Council met in regular session May 20, 2019 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. A moment of silence was observed.

Roll Call

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

Minutes

The minutes of the May 6, 2019 City Council Meeting were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

The following bills appeared on the agenda under Ceremonial Matters

**Recognition of
Ralph Manley**

Sponsor: City Council. Council Bill 2019-118. A resolution recognizing the life of Springfield legend Ralph K. Manley, and his many contributions throughout his 95 years.

Councilman Schilling read the resolution in its entirety.

Jason Gage, City Manager, noted he had not had the opportunity to meet Mr. Manley, but had been made aware of the significant impact Mr. Manley had on the community.

Councilman Ollis noted the significant impact Mr. Manley had in his life and in the lives of other members of the community.

Mayor McClure noted Springfield has lost a pillar of the community.

An opportunity was given for citizens to express their views. There being no appearances the discussion was closed.

Council Bill 2019-118. Resolution 10454 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: Ferguson. Abstain: None.

Mayor McClure asked Anita Cotter, City Clerk to provide Mr. Manley's family a copy of the resolution.

**Commitment to
an Inclusive
Culture**

Sponsor: City Council. Council Bill 2019-127. A resolution affirming City Council's commitment to an inclusive culture that can only be achieved in an environment that fosters mutual respect of all people, thereby creating a stronger community.

Councilman Lear expressed his opinion that the proposed is being offered to combat statements recently reported on in the news. He stated he feels this resolution reflects the true sentiment of the citizens of Springfield.

Councilman Lear read the resolution in its entirety.

Jason Gage, City Manager noted the proposed is being offered as a reminder of the attitudes and actions that should be expected in our community.

An opportunity was given for citizens to express their views. There being no appearances the discussion was closed.

Councilman McGull expressed his appreciation for the prompt actions of both City staff and Council members to ensure that the City of Springfield is inclusive to everyone.

Council Bill 2019-127. Resolution10455 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: Ferguson. Abstain: None.

The following bills appeared on the agenda under Second Reading Bills

**Rezoning 3250
East Sunshine
Street**

Sponsor: Simpson. Council Bill 2019-109. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation, by rezoning 2.39 acres of property, generally located at 3250 East Sunshine Street, from Planned Development No. 9 to GR, General Retail District; establishing Conditional Overlay District No. 172; and adopting an updated Official Zoning Map (Staff and Planning and Zoning Commission recommend approval.) (By: Sunshine RE Holdings, LLC; 3250 East Sunshine Street; Z-11-2019 w/Conditional Overlay District No. 172.)

Council Bill 2019-109. General Ordinance 6526 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: Ferguson. Abstain: None.

**Rezoning 2745
South Maple
Leaf Lane and
the 2700 Block of
South Maple
Leaf Lane**

Sponsor: Schilling. Council Bill 2019-110. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 8 acres of property generally located at 2745 South Maple Leaf Lane and the 2700 Block of South Maple Leaf Lane from GR, General Retail to HC, Highway Commercial. (Staff and Planning and Zoning Commission both recommend approval.) (By: A&A West JSW LLC, Cornelius Datema; 2745 South Maple Leaf Lane and the 2700 Block of South Maple Leaf Lane (private street); Z-8-2019.)

Council Bill 2019-110. General Ordinance 6527 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: Ferguson. Abstain: None.

**Rezoning 3303
West Division
Street**

Sponsor: Ferguson. Council Bill 2019-111. 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.)

Councilwoman Fisk moved to table Council Bill 2019-111, at the request of the

sponsor to the next regularly scheduled Council meeting on June 3, 2019. Councilman Simpson seconded the motion, and it was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: Ferguson. Abstain: None.

**Springfield
Chapter 36,
Sections 36-303,
36-321, 36-363,
36-421, 36-422,
36-423, 36-424,
36-425, 36-430,
36-431, 36-432,
36-433, 36-434 ,
36-474 Medical
Marijuana**

Sponsor: Ollis and Schilling. Amended Council Bill 2019-078. Substitute No. 1. A general ordinance amending Chapter 36 of the Springfield, Missouri, City Code, known as the 'Land Development Code,' Article III, 'Zoning Regulations,' Divisions 1 through 5, Sections 36-303, 36-321, 36-363, 36-421, 36-422, 36-423, 36-424, 36-425, 36-430, 36-431, 36-432, 36-433, 36-434, and creating a new section 36-474; for the purpose of allowing the sale of Medical Marijuana as required by Article XIV of the Missouri Constitution. (Planning and Zoning Commission and Staff recommend approval.)

Mayor McClure noted the proposed was amended at the May 6, 2019 City Council Meeting and was continued until this evening.

An opportunity was given for citizens to express their views on the amendment only. There being no appearances the discussion was closed.

Councilman Ollis thanked Councilman Schilling for his work on the proposed and expressed his opinion the proposed strikes the correct balance for the community.

Amended Council Bill 2019-078. Substitute No. 1. General Ordinance 6528 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: Ferguson. Abstain: None.

**Springfield
Chapter 36,
Sections 36-303,
36-321, 36-363,
36-421, 36-422,
36-423, 36-424,
36-425, 36-430,
36-431, 36-432,
36-433, 36-434 ,
36-474 Medical
Marijuana**

Sponsor: Schilling. Second Amended Council Bill 2019-078. A general ordinance amending Chapter 36 of the Springfield, Missouri, City Code, known as the 'Land Development Code,' Article III, 'Zoning Regulations,' Divisions 1 through 5, Sections 36-303, 36-321, 36-363, 36-421, 36-422, 36-423, 36-424, 36-425, 36-430, 36-431, 36-432, 36-433, 36-434, and creating a new section 36-474; for the purpose of allowing the sale of Medical Marijuana as required by Article XIV of the Missouri Constitution. (Planning and Zoning Commission and Staff recommend approval.)

Second Amended Council Bill 2019-078 failed due to the passage of Amended Council Bill 2019-078. Substitute No. 1.

**Fee for a Medical
Marijuana
Zoning
Certificate**

Sponsor: Schilling. Council Bill 2019-086. A general ordinance adopting a new Fee and amending the Fee Schedule for certain City services as provided in the Springfield City Code, by establishing a fee for a Medical Marijuana Zoning Certificate. (Staff recommends approval.)

Council Bill 2019-086. General Ordinance 6529 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: Ferguson. Abstain: None.

Funding the Housing of City Prisoners Pursuant to Agreement with Vernon County

Sponsor: Fisk. Council Bill 2019-097. A special ordinance amending the budget of the Springfield Police Department for Fiscal Year 2018-2019 by appropriating \$1,100,000 in sales and use tax revenue received during the current Fiscal Year, for the purpose of funding the housing of City prisoners pursuant to an agreement with Vernon County, Missouri.

Council Bill 2019-097. Special Ordinance 27179 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: Ferguson. Abstain: None.

Refund to Reed Enterprises Repealing Special Ordinance 27114

Sponsor: Fisk. Council Bill 2019-112. A special ordinance authorizing the City Manager, or his designee, to refund \$1,000 in earnest money to Reed Enterprises, LLC; and repealing Special Ordinance 27114.

Council Bill 2019-112. Special Ordinance 27180 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: Ferguson. Abstain: None.

Agreement with MHTC for Salaries of Up to Six Employees at Transportation Management Center

Sponsor: Hosmer. Council Bill 2019-113. A special ordinance authorizing the City Manager, or his designee, to enter into a Surface Transportation Program-Urban Program Agreement with the Missouri Highways and Transportation Commission; and amending the budget of the Department of Public Works for Fiscal Year 2018-2019, in the amount of \$332,000.00, for the purpose of partially reimbursing the base salaries of up to six City employees who operate and manage the Transportation Management Center.

Council Bill 2019-113. Special Ordinance 27181 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: Ferguson. Abstain: None.

1/4-Cent Capital Improvements Sales Tax

Sponsor: Lear. Council Bill 2019-114. A special ordinance amending the budget of the City of Springfield, Missouri, for Fiscal Year 2018-2019 in the amount of \$50,800,000, to appropriate the estimated proceeds of the first five years of the 1/4-Cent Capital Improvements Sales Tax; and authorizing the City Manager to exercise any necessary powers to complete capital projects funded by the 1/4-Cent Capital Improvements Sales Tax for the purpose of funding and completing those projects funded herein.

Council Bill 2019-114. Special Ordinance 27182 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: Ferguson. Abstain: None.

City Manager's Report

Jason Gage, City Manager, noted the City of Springfield's May sales tax revenues from the Missouri Department of Revenue are down 11.6%, compared to May 2018. On a year-to-date basis, sales tax revenues are up 2%, or compared with the same time frame in 2018.

Mr. Gage noted the City of Springfield will celebrate National Public Works Week

May 19-25 by releasing its 2018 Public Works Annual Report and by hosting various events aimed at honoring the vital role public works services play in advancing quality of life in our community. The City of Springfield is a little different in that we have separated Public Works functions into two departments - Public Works and Environmental Services. We are celebrating both this week. Public Works and Environmental Services staff are inviting the public to an Equipment Show & Tell event 4:30-6:30 p.m. May 21 at the Expo Center lot (between Jordan Valley Car Park and the Springfield Expo Center).

Mr. Gage continued by noting about 50 people attended last week's Public Input Meeting #2 in Galloway. Neighbors continued to provide input, following a presentation by Sapp & Associates discussing proposed design parameters. The next step in the engagement process is a meeting hosted by the Public Works department from 5:30 to 7 p.m. tomorrow - Tuesday, May 21 at All Saints Anglican Church, 2751 E. Galloway Street. Staff will present the initial design for the Galloway Street Widening Project. Mr. Gage noted, this was a voter approved ¼-cent project.

Mr. Gage noted the Springfield Fire Department has provided a copy of their annual report and firefighters worked throughout our community; in our schools educating our children about fire safety, in our neighborhoods as a part of Project RED Zone providing smoke alarms and reducing the risk of fire, and preparing for and responding to nearly 18,000 incidents.

Mr. Gage provided a Springfield Police Update noting Police Chief Paul Williams has provided the April Uniform Crime Report. There are increases across the board, compared with April 2018. He noted in the category of Aggravated Assaults, while there was no significant increase in the incidents that were reported, we continue to see an increasing number of incidents with a large number of potential victims.

Mr. Gage noted in addition, in response to a recent inquiry from the Sexual Assault Task Force, this report will include a breakdown of adult and child sexual assault victims each month. For the month of April 2019, it consists of 20 adults and 22 children.

**Agreement with
MHTC for
Improvements to
the US 160 and
MO 744
Intersection**

Sponsor: Ferguson. Council Bill 2019-115. A special ordinance authorizing the City Manager, or his designee, to enter into an Agreement with the Missouri Highways and Transportation Commission; and amending the budget of the Department of Public Works for Fiscal Year 2018-2019 in the total amount of \$1,045,803 for the purpose of sharing the costs of improvements to the US 160 and MO 744 intersection.

Council Bill 2019-115. Special Ordinance 27183 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: Ferguson. Abstain: None.

**Agreement with
Environmental
Work for
Monitoring Wells**

Sponsor: Ollis. Council Bill 2019-116. A special ordinance authorizing the City Manager, or his designee, to enter into a license agreement with Environmental Works, Inc., for the purpose of installing and maintaining three monitoring wells on public right-of-way to monitor groundwater conditions.

Council Bill 2019-116. Special Ordinance 27184 was approved by the following vote:
Ayes: Lear, McGull, Simpson, Schilling, Fisk, Hosmer, Ollis, and McClure. Nays:
None. Absent: Ferguson. Abstain: None.

RESOLUTIONS

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

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

Commercial Street Community Improvement District

Sponsor: Ferguson. Council Bill 2019-119. 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.)

Sarah Kerner, Director of Economic Development provided a brief overview of the proposed. Ms. Kerner noted the proposed was a petition to amend and restate the petition to establish the Commercial Street Community Improvement District (CID). Ms. Kerner reviewed the Community Improvement District Act. She noted this Community Improvement District was first established in 2009 for the purpose of marketing and image enhancements for the district. The funding source is sales and use tax not to exceed 1-cent. Ms. Kerner noted the rate is currently set at 3/8-cent. Ms. Kerner noted some of the projects included were: installation and maintenance of street landscaping and furniture, trash and snow removal, district signage and banners, holiday lighting, visitors' guides and advertising. Ms. Kerner noted the proposed would extend the life of CID by 15 years (until 2034), continue to provide the various public improvements and services specified in the original petition, and 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. Ms. Kerner discussed the requirements for the petition and verified that they had been met for both the original area and the expansion area.

An opportunity was given for citizens to express their views. There being no appearances the public hearing was continued until the June 2, 2019 City Council meeting.

Mayor McClure noted the public hearing on this matter would be continued

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

2019-2020 Fiscal Year Budget

Sponsor: McClure. Council Bill 2019-120. 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.

Jason Gage, City Manager thanked City Staff for the work in bringing forward the FY20 Budget document.

Teresa Allen, Budget Coordinator presented a brief overview of the proposed. Ms. Allen noted the proposed budget is 381 million dollars for all funds for all departments, which includes a modest increase. Ms. Allen discussed the breakdown of the funding and the different types of funds. Ms. Allen noted this is a balanced budget and is being presented in a timely manner.

An opportunity was given for citizens to express their views. There being no appearances the discussion was closed.

Mayor McClure congratulated and thanked Jason Gage and his staff for completing and providing the fiscal year 2020 budget.

Preliminary Tax Levy

Sponsor: Fisk. Council Bill 2019-121. 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.

Teresa Allen, Budget Coordinator presented a brief overview of the proposed. Ms. Allen noted setting the preliminary tax levy in a requirement of the Charter. Ms. Allen noted there is no change in the tax levy.

An opportunity was given for citizens to express their views. There being no appearances the discussion was closed.

Condemnation for the Completion of Battlefield and Fremont Intersection Improvements

Sponsor: Simpson. Council Bill 2019-122. 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.

Jonathan Peitz, Professional Engineer provided an overview of the proposed. Mr. Peitz discussed the current issues in the area including traffic accidents, traffic congestion, and corridor delays. He provided an overview of the proposed changes to the intersection. Mr. Peitz noted there were twelve tracks that required the City to obtain right-of-way. To date 7 of the twelve properties have worked with the City to provide this right-of-way; however, the City was unable to come to an agreement with the remaining property owners. Mr. Peitz did clarify if agreements are made the properties will be removed from the eminent domain process.

An opportunity was given for citizens to express their views. There being no appearances, the discussion was closed.

**Land Purchase
for Fire Station
13**

Sponsor: Ferguson. Council Bill 2019-123. 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.)

Bryan Newberry, Assistant Fire Chief provided a brief overview of the proposed noting this was for the purchase of land for constructing Fire Station 13.

An opportunity was given for citizens to express their views. There being no appearances the discussion was closed.

Mayor McClure noted this continues with the promises the City made with the level property tax and will have a positive impact on the community.

**Code Chapter 74
Weed Abatement
- Code Change**

Sponsor: Ferguson. Council Bill 2019-124. 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.

Harlan Hill, Director of Building Development Services provided a brief overview of the proposed. Mr. Hill noted these changes is being brought forward in an effort to reduce the time required for nuisance abatement in weeds and overgrowth. Mr. Hill noted these changes are in compliance with State Law and would expedite the abatement process.

Councilman McGull asked for clarification of purpose of the proposed changes. Mr. Hill responded lowering the acceptable weed and grass height will help address rodents. The other changes will help expedite the process of abatement. Councilman McGull thanked staff for bringing this forward for consideration.

Councilman Schilling asked for clarification regarding when these changes would become effective. Mr. Hill noted they would become effective immediately after passage of the bill.

Councilman Lear asked for clarification of plans for public education on the new requirements. Mr. Hill stated he would work with staff to provided education on the new requirements.

An opportunity was given for citizens to express their views. There being no appearances the discussion was closed.

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Ms. Pam Bray addressed City Council. Ms. Bray discussed her recent experience with City Utilities and their requirements for individuals to provide their social security number. Ms. Bray stated her opinion that requiring this information is an abuse of power and inappropriate.

Mayor McClure asked Mr. Gage to follow-up on Ms. Bray's concerns with City Utilities.

NEW BUSINESS

The Public Involvement Committee is recommending the following reappointments to the Personnel Board: Perry Epperly, Michael Ramos, and Brent Sweet with terms to expire March 1, 2022.

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

UNFINISHED BUSINESS

MISCELLANEOUS

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

Encroachment License Agreement with Falstaff's, LLC

Sponsor: Schilling. Council Bill 2019-125. 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.

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

Liquor License for Studio Bar and Ultra Lounge d/b/a Luna Bar and Terra Lounge

Sponsor: Hosmer. Council Bill 2019-126. A resolution granting a new liquor license to sell retail liquor by the drink, including Sunday sales, to Studio Bar and Ultra Lounge LLC, d/b/a Luna Bar and Terra Lounge, for their location at 300 Park Central East, such license to include a patio measuring 25 feet by 25 feet and located on the northwest side of the building.

Council Bill 2019-126. Resolution 10456 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: Ferguson. Abstain: None.

CONSENT AGENDA SECOND READING BILLS

END OF CONSENT AGENDA.

Adjourn

There being no further business, the meeting adjourned at approximately 7:35 p.m.

Anita J. Cotter, CMC/MRCC
City Clerk

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 Wayne 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.

DRAFT

June 5, 2019
Springfield, Missouri

The City Council met in special session June 5, 2019 in the Councilman Denny Wayne Conference Room (Busch Building, 4th Floor). The meeting was called to order by Mayor Ken McClure.

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

SECOND READING

RESOLUTIONS

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

PUBLIC HEARING

FIRST READING

NEW BUSINESS

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA FIRST READING BILLS

CONSENT AGENDA ONE READING BILLS

CONSENT AGENDA SECOND READING

END OF CONSENT AGENDA

Closed Session Councilman Hosmer moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and 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, McGull, Schilling, Ferguson, Hosmer, Ollis, and McClure. Nays: None. Absent: Simpson and Fisk. Abstain: None.

Anita J. Cotter, CMC/MRCC
City Clerk

June 11, 2019
Springfield, Missouri

The City Council met in special session June 13, 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, Abe McGull, Matthew Simpson, Mike Schilling, Jan Fisk, Craig Hosmer, Richard Ollis, and Ken McClure. Absent: Phyllis Ferguson.

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

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. X
P. Hmgs.
Pgs. 3
Filed: 05-01-19

Sponsored by: City Council

COUNCIL BILL 2019- 139 RESOLUTION

A RESOLUTION

1 RECOGNIZING the achievements of Kathy Higbee after over 40 years of dedicated
2 service at Springfield Police Department in light of her retirement.
3
4

5 WHEREAS, Kathy Higbee started her career at Springfield Police Department on
6 January 15, 1979 with a position as a stenographer in Central Records; and
7

8 WHEREAS, in February of 1991 Kathy was promoted to the position of Accounting
9 Clerk in the Police Department's finance division; and
10

11 WHEREAS, the following year, in August of 1992, Kathy was promoted to the
12 position of Accounting Technician, taking on a greater role in the Police Department's
13 finances; and
14

15 WHEREAS, on November 6, 2003 the position of Accounting Technician was
16 reclassified to Financial Analyst, the title Kathy will retain until her retirement; and
17

18 WHEREAS, throughout her career managing the Springfield Police Department's
19 finances, her duties included completing budget analysis, preparing grants, fulfilling
20 annual Police Department budget requests, as well as various other budgetary duties;
21 and
22

23 WHEREAS, Kathy's exemplary work has earned her several awards throughout
24 her career, including: the Springfield Police Department's Sergeant's League *Civilian*
25 *Employee of the Year* in 2008; and the Springfield Police Department's *Lifetime*
26 *Achievement Award* from the Leadership Council on May 9, 2013 for, "distinguished
27 service," with the Police Department; and
28

29 WHEREAS, Kathy completed her education in Springfield, attaining a Bachelor of
30 Science in Office Administration and Business Education from Southwest Missouri State
31 University; and
32

33 WHEREAS, in June 2019 Kathy will retire from Springfield's Police Department
34 after 40 years of service to the community.

35 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
36 SPRINGFIELD, MISSOURI, as follows, that:
37

38
39 Section 1 – City Council hereby honors the career of Kathy Higbee, recognizes her
40 achievements, and expresses their thanks for the many contributions she made to her
41 community.

42
43 Section 2 – This Resolution shall be effective immediately upon adoption.
44

45 Passed at meeting: _____
46

47
48 _____
49 Mayor
50

51 Attest: _____, City Clerk
52

53
54 Filed as Resolution _____
55

56
57 Approved as to form: Rhonda Lewsader, City Attorney
58

59
60 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2019- 139

FILED: 09-04-18

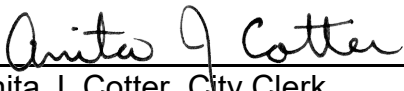
ORIGINATING DEPARTMENT: City Council

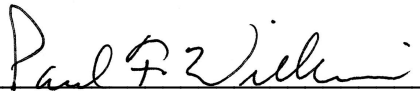
PURPOSE: To recognize the achievements of Kathy Higbee after over 40 years of dedicated service at Springfield Police Department in light of her retirement.

BACKGROUND INFORMATION: Kathy Higbee served the Springfield Police Department for over 40 years. She began as a stenographer working in the Police Department's records, and eventually came to attain the position of Financial Analyst for SPD. Her work was of the highest quality, earning her several awards and distinctions, such as the Civilian Employee of the Year award in 2008 and Lifetime Achievement Award in 2013. In her position as Financial Analyst, Kathy was responsible for completing annual budget analysis, preparing grants, fulfilling annual Police Department budget requests, and several other budgetary duties. In June 2019 Kathy will retire from the SPD, ending her service to the community in this role.

REMARKS: City Council wishes to recognize Kathy Higbee's many accomplishments and dedicated service to the City of Springfield.

Submitted by:


Anita J. Cotter, City Clerk


Paul F. Williams, Chief of Police

Approved by:


Jason Gage, City Manager

One-rdg. _____
P. Hmgs. _____
Pgs. 12
Filed: 04-16-19

Schilling, Hosmer,
Sponsored by: Ollis, and Simpson

First Reading _____

Second Reading _____

COUNCIL BILL 2019-104

GENERAL ORDINANCE _____

AN ORDINANCE

1 ADOPTING Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous
2 Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to
3 establish regulations for short-term loan establishments, including a permit
4 requirement and registration fee.
5 _____
6

7 WHEREAS, City Council concludes that the lending and marketing practices of
8 Short-Term Loan Establishments, as defined herein, result in serious financial hardships
9 to some of its citizens, particularly its elderly and low-income citizens, from which they
10 cannot readily extract themselves; can perpetuate poverty; and can increase
11 dependency upon public financial assistance, housing, health care, and social services;
12 and
13

14 WHEREAS, City Council finds that the short-term loan industry targets low-
15 income citizens, who are most likely to suffer financial hardship as a result of the
16 lending practices and small loan products offered by Short-Term Loan Establishments;
17 and
18

19 WHEREAS, City Council recognizes that the State of Missouri regulates Short-
20 Term Loan Establishments in certain regards but further recognizes that those State
21 regulations do not meet the level of protections for consumers common in adjacent
22 states, nor do they adequately protect the City's citizens from certain lending and
23 marketing practices of Short-Term Loan Establishments; and
24

25 WHEREAS, the City has the authority to further regulate Short-Term Loan
26 Establishments in the manner described below; and
27

28 WHEREAS, City Council finds that regulation of Short-Term Loan Establishments
29 is necessary for the promotion and protection of the public health, safety, and welfare of
30 its citizens, and the public good of maintaining a viable tax base to fund essential
31 services.
32

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

35
36 NOTE: Language to be added is underlined.

37
38 Section 1 – Chapter 70, ‘Licenses, Permits and Miscellaneous Business
39 Regulations,’ Article XVIII, ‘Short-Term Loan Establishments,’ is hereby adopted as
40 follows:

41
42 Sec. 70-725. – Title.

43
44 This Article shall be known as the ‘Short-Term Lending Code.’

45
46 Sec. 70-726. – Findings and intent of article.

47
48 City Council finds and declares the following:

49
50 (a) That the lending and marketing practices of Short-Term Loan
51 Establishments, as defined herein, results in serious financial
52 hardships to its citizens, particularly its elderly and low-income
53 citizens, from which they cannot readily extract themselves; can
54 perpetuate poverty; and can increase the dependency upon public
55 financial assistance, housing, health care and social services; and

56
57 (b) That the patterns of its proliferation demonstrate that the industry
58 targets low-income citizens most likely to suffer financial hardship
59 as a result of the lending practices and small-loan products offered
60 by Short-Term Loan Establishments; and

61
62 (c) That regulation of Short-Term Loan Establishments is necessary for
63 the promotion and protection of: the public health, safety, and
64 welfare of the City’s citizens; and the public good of maintaining a
65 viable tax base to fund essential services.

66
67 Sec. 70-727. – Definitions.

68
69 The following words, when used in the Short-Term Lending Code, shall
70 have the meanings ascribed to them in this section, except where the context
71 clearly indicates a different meaning:

72
73 Director means the Director of the Department of Finance of the City or a
74 person designated by the Director of the Department of Finance.

75
76 Permittee means any individual, firm, association, corporation,
77 partnership, association or organization holding a permit issued by the Director
78 pursuant to the Short-Term Lending Code to operate a Short-Term Loan

79 Establishment.

80
81 Premises means the bounds of the facility where a Short-Term Loan
82 Establishment conducts business and includes parking lots and other adjacent
83 private property occupied by or used in connection with the business.

84
85 Short-Term Loan Establishment means an establishment which: (a)
86 engages in the business of providing money to customers on a temporary basis,
87 wherein such loans are secured by post-dated check, paycheck, or car title, or
88 (b) is registered as a lender under state or federal law. This classification does
89 not include a state or federally chartered bank, savings and loan association,
90 credit union, or mortgage broker or originator. This classification does not include
91 nonprofit organizations exempt from taxes under Section 501(c)(3) of the Internal
92 Revenue Code of 1986 as amended, nor does it include organizations certified
93 as Community Development Financial Institutions by the U.S. Treasury. Further,
94 this classification does not include the businesses of licensed pawnbrokers or
95 establishments selling consumer goods, including consumables, where the loans
96 or the cashing of checks or money orders are incidental to the main purpose of
97 the business. This classification does include, but is not limited to, check cashing
98 stores, payday loan stores, and car title loan businesses.

99
100 Sec. 70-728. – Applicability of other regulations; conflicting provisions.

- 101
102 (a) In the event of a conflict between the provisions of the Short-Term
103 Lending Code and other ordinances or other parts of the Springfield
104 City Code, the provisions of the Short-Term Lending Code shall
105 control.
- 106
107 (b) The permit and fees required by the Short-Term Lending Code
108 shall be in addition to any other licenses, permits, and fees required
109 by the Springfield City Code.
- 110
111 (c) The permit fees required by the Short-Term Lending Code are
112 intended to defray the costs of investigating and processing the
113 applications for the permits, of any enforcement efforts required by
114 the Short-Term Lending Code, and costs to the public for the
115 economic damage associated with short-term loans.

116
117 Sec. 70-729. – Permit required.

118
119 Within sixty (60) days of the effective date of this Ordinance, it shall be
120 unlawful for any individual, firm, association, corporation, partnership, or
121 organization:

- 122
123 (a) To operate or maintain a Short-Term Loan Establishment in the
124 City unless the owner, operator, or lessee thereof has applied for

125 and obtained a Short-Term Loan Establishment permit from the
126 City; or

- 127
128 (b) To operate such business after such permit has expired or has
129 been revoked by the City.

130
131 A permit shall be required for each location at which a Short-Term Loan
132 Establishment operates in the City; even a location within another business
133 operation. A permit shall be valid for a period of time of one calendar year (or the
134 remaining portion of a calendar year) and must be renewed annually. This permit
135 shall be in addition to any other permit or license required by other local, state, or
136 federal government. No permit shall be issued for any business seeking to
137 operate at a location prohibited by any applicable local, state, or federal law,
138 statute, ordinance, rule or regulation; provided, however, that a business lawfully
139 in existence on the date of adoption of the Short-Term Lending Code is eligible to
140 apply for and receive a permit so long as such business is otherwise compliant
141 with all laws .

142
143 Sec. 70-730. – Permit duration; renewal; fees.

- 144
145 (a) Permits for the operation of a Short-Term Loan Establishment shall
146 be annual permits which expire on December 31 of each year.
147 Each permit shall include the name of the permit holder and
148 address of the premises. Permits in good standing on the date of
149 their expiration shall be eligible for renewal. The application for a
150 permit shall be accompanied by payment in full of the fee stated in
151 this section, by cash, certified or cashier's check, or money order.
152 No application shall be considered complete until the fee is paid.
153 The fee shall not be refunded under any circumstances.

- 154
155 (b) The fee for each permit shall be as follows:

- 156
157 (1) Short-Term Loan Establishment permit: \$5,000 per year, or
158 \$2,500 if less than six (6) months remain in the calendar
159 year on the date a permit is issued.

- 160
161
162 (c) No fees will be effective until approved by a simple majority of the
163 City's electors.

164
165 Sec. 70-731. – Compliance with Code.

166
167 Any violation of the Building Code, Fire Prevention Code, or the Zoning
168 Ordinance shall be a basis to deny, revoke, or not renew a Short-Term Loan
169 Establishment permit.

171 Sec. 70-732. – Authority to prescribe additional regulations.

172
173 The Director shall have the power to promulgate regulations as may be
174 necessary and feasible for carrying out of the intent of the Short-Term Lending
175 Code and the duties of the Director under the Short-Term Lending Code which
176 are not inconsistent with the provisions of such Code.

177
178 Sec. 70-733. – Penalty for violation of Short-Term Lending Code.

179
180 It shall be unlawful for any person to violate any of the provisions of the
181 Short-Term Lending Code. Upon conviction thereof, such person shall be fined
182 not less than \$100 and not more than \$500 or be punished by imprisonment in
183 jail for a period not exceeding 180 days or be punished by both such fine and
184 imprisonment. Each day's violation of, or failure, refusal, or neglect to comply
185 with any provision of the Short-Term Lending Code shall constitute a separate
186 and distinct offense. The penalties provided in this section are in addition to, and
187 are separate from, any administrative actions by the Director to revoke or deny
188 renewal of a permit issued under the Short-Term Lending Code.

189
190
191 Sec.70-734. – Judicial review of orders of Director; stay of enforcement of orders.

192
193 Following the entry of an order by the Director revoking a permit or
194 denying a new or renewal application for a permit, such permittee or applicant
195 may seek judicial review in a manner provided by law. The director shall stay
196 enforcement of such order for a period of time not to exceed 30 days from the
197 Director's decision or, if a petition for judicial review is filed, final disposition of the
198 judicial review.

199
200 Sec. 70-735. – Contents of application.

201
202 Any person desiring to operate a Short-Term Loan Establishment shall
203 make written application for a Short-Term Loan Establishment permit or the
204 renewal thereof to the Director or the Director's designee. The application shall
205 be signed by the applicant or an authorized signator of the applicant and
206 notarized. All applications shall be submitted on a form supplied by the Director
207 and shall set forth at least the following:

208
209 (a) The name, residence address, electronic mail address, home and
210 cellular telephone number, and date and place of birth of the
211 applicant or authorized signator;

212
213 (b) The business name, street address of the business premises,
214 electronic mail address of the business, and telephone number of
215 the business;
216

217 (c) The names, residence addresses, residence and cellular telephone
218 numbers, and dates and places of birth of the following:

219
220 (1) All partners, if the applicant is a partnership;

221
222 (2) All members, if the applicant is a limited liability company;

223
224 (3) All corporate officers and Directors and all shareholders with
225 greater than a 10 percent (10%) interest in the corporation, if
226 the applicant is a corporation; and

227
228 (4) All persons having an ownership interest in any other type of
229 business entity or association.

230
231 (d) Whether or not the applicant and/or authorized signator has been
232 convicted of violating any provision of the Short-Term Lending
233 Code; has been convicted of a felony, misdemeanor, infraction or
234 ordinance violation involving moral turpitude, a breach of a fiduciary
235 obligation, or crimes of physical violence or against property; or has
236 ever had a permit issued under the Short-Term Lending Code
237 revoked and, if so, the reason therefore;

238
239 (e) If the applicant is a Missouri corporation, a certificate of good
240 standing issued by the Missouri secretary of state not more than 30
241 days prior to the submittal of the application or, if a foreign
242 corporation, a certificate of authority to do business issued by the
243 Missouri secretary of state not more than 30 days prior to the
244 submittal of the application; and

245
246 (f) Such further information as the Director may reasonably require.

247
248 Sec. 70-736. – Criteria for issuance of permit.

249
250 The Director shall investigate the application for a Short-Term Loan
251 Establishment permit and shall issue the permit authorized by the Short-Term
252 Lending Code if the Director finds that each of the following conditions is met
253 without exception:

254
255 (a) Applicant is current in the payment of all taxes, fees, and other
256 amounts due to the City on any account, for any purpose;

257
258 (b) The application appears to be truthful, complete, and accurate;

259
260 (c) The application is accompanied by the required fee;
261

(d) The location of the premises meets all applicable spacing, distance and location requirements of applicable zoning ordinances, or the Establishment was lawfully in existence on the date of adoption of the Short-Term Lending Code and was authorized to be in non-conformance;

(e) The premises meet all other applicable health, safety, zoning, property maintenance, building and fire codes, and comply with all ordinances of the City;

(f) Applicant has provided the Director with a designated agent for service who can regularly be contacted in the City during normal business hours;

The Director or a designee is authorized to make inspections of the Short-Term Loan Establishment's premises at reasonable times and hours of any day for purposes of determining whether such Short-Term Loan Establishment fully complies with the provisions of the Short-Term Lending Code.

Sec. 70-737. – Approval or disapproval of application and hearing.

(a) The application for a Short-Term Loan Establishment permit, or the renewal thereof, authorized under the Short-Term Lending Code shall be approved or disapproved within 30 days from the date of the Director's determination that the application is complete, unless the applicant agrees in writing to an extension of that time period. If a permit application is disapproved, the Director shall notify the applicant by registered or certified mail to the business address stated in the applicant's application and shall state the basis for such disapproval.

(b) If within ten (10) days after the Director mails notice to an applicant that the application has been disapproved, the applicant files with the Director a written request for a hearing before the Director on whether the applicant has satisfied the criteria set forth in this Section 70-736 of the Short-Term Lending Code; then, the Director shall within five days of receipt of a timely request, mail a notice of hearing to the applicant, which shall include the date, time and place for the hearing before the Director. The date for the hearing shall not be less than 10 days, nor more than 40 days, following receipt by the Director of the request for a hearing by applicant under this section, unless the aggrieved party requesting the hearing agrees to extent the time for the hearing or except for good cause shown.

307 Sec. 70-738. – Display of permit.

308
309 Every individual, firm, corporation, partnership, organization, or
310 association holding a permit under the Short-Term Lending Code as a Short-
311 Term Loan Establishment shall post its permit in a conspicuous place and
312 manner on the premises.

313
314 Sec. 70-739. – Compliance with the Short-Term Lending Code and other
315 regulations.

316
317 It shall be the duty of a permittee to comply with all the provisions of the
318 Short-Term Lending Code and with all regulations issued by the Director
319 pertaining to Short-Term Loan Establishments. Failure to comply with the Short-
320 Term Lending Code or regulations after written notification of noncompliance has
321 been delivered to the permittee by the City is a permissible basis for revocation
322 or nonrenewal of the permit.

323
324 Sec. 70-740. – Notice on premises required.

325
326 (a) It shall be the affirmative duty of each permittee to post a notice
327 printed in not less than 24-point bold type within 3 feet of each
328 location within the premises at which a customer, borrower, or other
329 member of the general public is invited or directed to stand or sit to
330 either apply for a loan, to answer or ask questions, to review or sign
331 transaction documents, or receive loan proceeds, to make
332 payments or to inquire about, or apply for, the renewal or the rolling
333 over of a loan, which sets out the following information:

334
335 (1) The word “NOTICE” in bold capital letters;

336
337 (2) That this establishment is a short-term loan establishment
338 and is not a federally chartered bank, savings and loan
339 association, or credit union;

340
341 (3) The interest rates and fees charged;

342
343 (4) The annual percentage rate equivalent of the aggregate of
344 those interest rates and fees charged per \$100.00
345 borrowed;

346
347 (5) A computation of the amounts that would be paid on an
348 original loan renewed or rolled-over after the expiration of
349 its original term without any payment of either principal or
350 interest each time, up to six times;
351

(6) A warning that default may result in loss of property used as security for the loan and garnishment of wages and checking and savings accounts; and

(7) Notice and clear explanation of any state or federal rights to rescind the loan agreement.

(b) Failure to comply with the requirement of this section and all other requirements of the Short-Term Lending Code is unlawful.

Sec. 70-741. – Referral to Alternative Financial Assistance

It shall be the affirmative duty of each permittee to provide to all interested customers and patrons a guide regarding alternatives to short-term loans which has been pre-approved by the City. Should such guide be supplemented or revised, permittee shall distribute the then-current guide approved by the City for distribution.

Sec. 70-742. – Revocation or denial.

(a) Any permit issued under the provisions of the Short-Term Lending Code may be revoked or any permit may be denied by the Director, after due notice and affording an opportunity for a hearing, for any violation of the provisions of the Short-Term Lending Code and as otherwise provided in the Springfield City Code, including without limitation, Section 70-51.

(b) Procedures. The procedure for and conduct of hearings under this section shall be as set forth in Section 70-51.

Sec. 70-743. – Renewal of permit.

(a) All Short-Term Loan Establishment permits shall expire on December 31 of each calendar year. Renewal applications for such permits shall be submitted between October 1 and November 30 of each calendar year, accompanied by payment in full of the fee stated in the Short-Term Lending Code, by cash, certified or cashier's check, or money order, and no application shall be considered complete until the fee is paid. The fee shall not be refunded under any circumstances. A Short-Term Loan Establishment permit issued under the Short-Term Lending Code may be renewed if an application in the form provided by the Director has been filed with the application fee with the Director and if the applicant is in compliance with the requirements of the Short-Term Lending Code for an original permit including but not limited

397 to Section 70-736 of the Short-Term Lending Code.

398
399 (b) Upon timely application therefore, and subject to meeting the
400 requirements in the Short-Term Lending Code for a new permit, a
401 Short-Term Loan Establishment permit may be renewed by
402 issuance of a new permit in the manner provided in the Short-Term
403 Lending Code unless the Director disapproves the renewal
404 application in the manner provided by Section 70-737 of the Short-
405 Term Lending Code.

406
407 (c) If the application for renewal of a permit is not made during the time
408 provided in subsection (a) of this section, the permit shall expire
409 and the permittee shall cease all activities regulated by the Short-
410 Term Lending Code and the permittee shall file a new application
411 and meet all requirements of the Short-Term Lending Code before
412 engaging in the business or occupations regulated under the short
413 Term Lending Code. In addition, an application for renewal filed
414 after the expiration date shall be treated as a new application.

415
416 Section 2 – Savings clause. Nothing in this Ordinance shall be construed to
417 affect any suit or proceeding now pending in any court or any rights acquired, or liability
418 incurred nor any cause of causes of action occurred or existing, under any act or
419 ordinance repealed hereby.

420
421 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or
422 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
423 affect the validity of the remaining portions of this Ordinance. City Council hereby
424 declares that it would have adopted the Ordinance and each section, subsection,
425 sentence, clause or phrase thereof, irrespective of the fact that any one or more
426 sections, subsections, sentences, clauses, or phrases be declared invalid.

427
428 Section 4 – This Ordinance shall be in full force and effect from and after
429 passage except that the fee provision shall not be in full force and effect until 60 days
430 after the voters of the City of Springfield pass a ballot measure that authorizes the fee
431 for the Short-Term Loan Establishment permit described in this Ordinance.

432
433 Passed at meeting: _____

434
435 _____
436 Mayor

437
438 Attest: _____, City Clerk

439
440 Filed as Ordinance: _____

443 Approved as to form: Rhonda Lewsader, City Attorney

444

445

446 Approved for Council action: Juan A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2019-104

FILED: 04-16-19

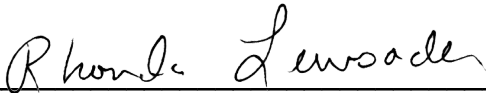
ORIGINATING DEPARTMENT: Law

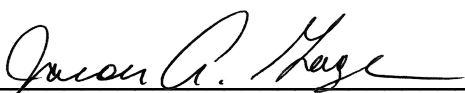
PURPOSE: Adopting Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments, including a permit requirement and registration fee.

BACKGROUND INFORMATION: The Finance and Administration Committee considered the issue of regulating short-term loan establishments. The Committee heard testimony regarding short-term loan establishments and their impact on low-income citizens and requested that staff draft an ordinance similar to the St. Louis ordinance regulating short-term loan establishments which was then modified pursuant to Committee input. This Ordinance establishes regulations for short-term loan establishments including an annual permit, a permit fee, compliance with City Code, and a notice regarding loan information on the establishment's premises. The permit fee will not go into effect unless a ballot measure approving the fee is passed by the public.

Submitted by:

Approved by:


Rhonda Lewsader, City Attorney


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 04-16-19

Sponsored by: McClure

First Reading _____
SUBSTITUTE
COUNCIL BILL 2019-104

Second Reading _____
GENERAL ORDINANCE _____

AN ORDINANCE

1 ADOPTING Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous
2 Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to
3 establish regulations for short-term loan establishments.
4 _____
5

6 WHEREAS, City Council concludes that the lending and marketing practices of
7 Short-Term Loan Establishments, as defined herein, result in serious financial hardships
8 to some of its citizens, particularly its elderly and low-income citizens, from which they
9 cannot readily extract themselves; can perpetuate poverty; and can increase
10 dependency upon public financial assistance, housing, health care, and social services;
11 and
12

13 WHEREAS, City Council finds that the short-term loan industry targets low-
14 income citizens, who are most likely to suffer financial hardship as a result of the
15 lending practices and small loan products offered by Short-Term Loan Establishments;
16 and
17

18 WHEREAS, City Council recognizes that the State of Missouri regulates Short-
19 Term Loan Establishments in certain regards but further recognizes that those State
20 regulations do not meet the level of protections for consumers common in adjacent
21 states, nor do they adequately protect the City's citizens from certain lending and
22 marketing practices of Short-Term Loan Establishments; and
23

24 WHEREAS, the City has the authority to further regulate Short-Term Loan
25 Establishments in the manner described below; and
26

27 WHEREAS, City Council finds that regulation of Short-Term Loan Establishments
28 is necessary for the promotion and protection of the public health, safety, and welfare of
29 its citizens, and the public good of maintaining a viable tax base to fund essential
30 services.
31

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

NOTE: Language to be added is underlined.

Section 1 – Chapter 70, ‘Licenses, Permits and Miscellaneous Business Regulations,’ Article XVIII, ‘Short-Term Loan Establishments,’ is hereby adopted as follows:

Sec. 70-725. – Title.

This Article shall be known as the ‘Short-Term Lending Code.’

Sec. 70-726. – Findings and intent of article.

City Council finds and declares the following:

(a) That the lending and marketing practices of Short-Term Loan Establishments, as defined herein, results in serious financial hardships to its citizens, particularly its elderly and low-income citizens, from which they cannot readily extract themselves; can perpetuate poverty; and can increase the dependency upon public financial assistance, housing, health care and social services; and

(b) That the patterns of its proliferation demonstrate that the industry targets low-income citizens most likely to suffer financial hardship as a result of the lending practices and small-loan products offered by Short-Term Loan Establishments; and

(c) That regulation of Short-Term Loan Establishments is necessary for the promotion and protection of: the public health, safety, and welfare of the City’s citizens; and the public good of maintaining a viable tax base to fund essential services.

Sec. 70-727. – Definitions.

The following words, when used in the Short-Term Lending Code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Director means the Director of the Department of Finance of the City or a person designated by the Director of the Department of Finance.

Permittee means any individual, firm, association, corporation, partnership, association or organization holding a permit issued by the Director pursuant to the Short-Term Lending Code to operate a Short-Term Loan Establishment.

80 Premises means the bounds of the facility where a Short-Term Loan
81 Establishment conducts business and includes parking lots and other adjacent
82 private property occupied by or used in connection with the business.
83

84 Short-Term Loan Establishment means an establishment which: (a)
85 engages in the business of providing money to customers on a temporary basis,
86 wherein such loans are secured by post-dated check, paycheck, or car title, or
87 (b) is registered as a lender under state or federal law. This classification does
88 not include a state or federally chartered bank, savings and loan association,
89 credit union, or mortgage broker or originator. This classification does not include
90 nonprofit organizations exempt from taxes under Section 501(c)(3) of the Internal
91 Revenue Code of 1986 as amended, nor does it include organizations certified
92 as Community Development Financial Institutions by the U.S. Treasury. Further,
93 this classification does not include the businesses of licensed pawnbrokers or
94 establishments selling consumer goods, including consumables, where the loans
95 or the cashing of checks or money orders are incidental to the main purpose of
96 the business. This classification does include, but is not limited to, check cashing
97 stores, payday loan stores, and car title loan businesses.
98

99 Sec. 70-728. – Applicability of other regulations; conflicting provisions.
100

101 (a) In the event of a conflict between the provisions of the Short-Term
102 Lending Code and other ordinances or other parts of the Springfield
103 City Code, the provisions of the Short-Term Lending Code shall
104 control.
105

106 (b) The permit required by the Short-Term Lending Code shall be in
107 addition to any other licenses and permits required by the
108 Springfield City Code.
109

110 Sec. 70-729. – Permit required.
111

112 Within sixty (60) days of the effective date of this Ordinance, it shall be
113 unlawful for any individual, firm, association, corporation, partnership, or
114 organization:
115

116 (a) To operate or maintain a Short-Term Loan Establishment in the
117 City unless the owner, operator, or lessee thereof has applied for
118 and obtained a Short-Term Loan Establishment permit from the
119 City; or
120

121 (b) To operate such business after such permit has expired or has
122 been revoked by the City.
123

124 A permit shall be required for each location at which a Short-Term Loan
125 Establishment operates in the City; even a location within another business

operation. A permit shall be valid for a period of time of one calendar year (or the remaining portion of a calendar year) and must be renewed annually. This permit shall be in addition to any other permit or license required by other local, state, or federal government. No permit shall be issued for any business seeking to operate at a location prohibited by any applicable local, state, or federal law, statute, ordinance, rule or regulation; provided, however, that a business lawfully in existence on the date of adoption of the Short-Term Lending Code is eligible to apply for and receive a permit so long as such business is otherwise compliant with all laws .

Sec. 70-730. – Permit duration; renewal.

Permits for the operation of a Short-Term Loan Establishment shall be annual permits which expire on December 31 of each year. Each permit shall include the name of the permit holder and address of the premises. Permits in good standing on the date of their expiration shall be eligible for renewal.

Sec. 70-731. – Compliance with Code.

Any violation of the Building Code, Fire Prevention Code, or the Zoning Ordinance shall be a basis to deny, revoke, or not renew a Short-Term Loan Establishment permit.

Sec. 70-732. – Authority to prescribe additional regulations.

The Director shall have the power to promulgate regulations as may be necessary and feasible for carrying out of the intent of the Short-Term Lending Code and the duties of the Director under the Short-Term Lending Code which are not inconsistent with the provisions of such Code.

Sec. 70-733. – Penalty for violation of Short-Term Lending Code.

It shall be unlawful for any person to violate any of the provisions of the Short-Term Lending Code. Upon conviction thereof, such person shall be fined not less than \$100 and not more than \$500 or be punished by imprisonment in jail for a period not exceeding 180 days or be punished by both such fine and imprisonment. Each day's violation of, or failure, refusal, or neglect to comply with any provision of the Short-Term Lending Code shall constitute a separate and distinct offense. The penalties provided in this section are in addition to, and are separate from, any administrative actions by the Director to revoke or deny renewal of a permit issued under the Short-Term Lending Code.

Sec.70-734. – Judicial review of orders of Director; stay of enforcement of orders.

171 Following the entry of an order by the Director revoking a permit or
172 denying a new or renewal application for a permit, such permittee or applicant
173 may seek judicial review in a manner provided by law. The director shall stay
174 enforcement of such order for a period of time not to exceed 30 days from the
175 Director's decision or, if a petition for judicial review is filed, final disposition of the
176 judicial review.

177
178 Sec. 70-735. – Contents of application.
179

180 Any person desiring to operate a Short-Term Loan Establishment shall
181 make written application for a Short-Term Loan Establishment permit or the
182 renewal thereof to the Director or the Director's designee. The application shall
183 be signed by the applicant or an authorized signator of the applicant and
184 notarized. All applications shall be submitted on a form supplied by the Director
185 and shall set forth at least the following:
186

187 (a) The name, residence address, electronic mail address, home and
188 cellular telephone number, and date and place of birth of the
189 applicant or authorized signator;
190

191 (b) The business name, street address of the business premises,
192 electronic mail address of the business, and telephone number of
193 the business;
194

195 (c) The names, residence addresses, residence and cellular telephone
196 numbers, and dates and places of birth of the following:
197

198 (1) All partners, if the applicant is a partnership;
199

200 (2) All members, if the applicant is a limited liability company;
201

202 (3) All corporate officers and Directors and all shareholders with
203 greater than a 10 percent (10%) interest in the corporation, if
204 the applicant is a corporation; and
205

206 (4) All persons having an ownership interest in any other type of
207 business entity or association.
208

209 (d) Whether or not the applicant and/or authorized signator has been
210 convicted of violating any provision of the Short-Term Lending
211 Code; has been convicted of a felony, misdemeanor, infraction or
212 ordinance violation involving moral turpitude, a breach of a fiduciary
213 obligation, or crimes of physical violence or against property; or has
214 ever had a permit issued under the Short-Term Lending Code
215 revoked and, if so, the reason therefore;
216

(e) If the applicant is a Missouri corporation, a certificate of good standing issued by the Missouri secretary of state not more than 30 days prior to the submittal of the application or, if a foreign corporation, a certificate of authority to do business issued by the Missouri secretary of state not more than 30 days prior to the submittal of the application; and

(f) Such further information as the Director may reasonably require.

Sec. 70-736. – Criteria for issuance of permit.

The Director shall investigate the application for a Short-Term Loan Establishment permit and shall issue the permit authorized by the Short-Term Lending Code if the Director finds that each of the following conditions is met without exception:

(a) Applicant is current in the payment of all taxes, fees, and other amounts due to the City on any account, for any purpose;

(b) The application appears to be truthful, complete, and accurate;

(c) The location of the premises meets all applicable spacing, distance and location requirements of applicable zoning ordinances, or the Establishment was lawfully in existence on the date of adoption of the Short-Term Lending Code and was authorized to be in non-conformance;

(d) The premises meet all other applicable health, safety, zoning, property maintenance, building and fire codes, and comply with all ordinances of the City;

(e) Applicant has provided the Director with a designated agent for service who can regularly be contacted in the City during normal business hours;

The Director or a designee is authorized to make inspections of the Short-Term Loan Establishment's premises at reasonable times and hours of any day for purposes of determining whether such Short-Term Loan Establishment fully complies with the provisions of the Short-Term Lending Code.

Sec. 70-737. – Approval or disapproval of application and hearing.

(a) The application for a Short-Term Loan Establishment permit, or the renewal thereof, authorized under the Short-Term Lending Code shall be approved or disapproved within 30 days from the date of the Director's determination that the application is complete, unless

the applicant agrees in writing to an extension of that time period. If a permit application is disapproved, the Director shall notify the applicant by registered or certified mail to the business address stated in the applicant's application and shall state the basis for such disapproval.

- (b) If within ten (10) days after the Director mails notice to an applicant that the application has been disapproved, the applicant files with the Director a written request for a hearing before the Director on whether the applicant has satisfied the criteria set forth in this Section 70-736 of the Short-Term Lending Code; then, the Director shall within five days of receipt of a timely request, mail a notice of hearing to the applicant, which shall include the date, time and place for the hearing before the Director. The date for the hearing shall not be less than 10 days, nor more than 40 days, following receipt by the Director of the request for a hearing by applicant under this section, unless the aggrieved party requesting the hearing agrees to extend the time for the hearing or except for good cause shown.

Sec. 70-738. – Display of permit.

Every individual, firm, corporation, partnership, organization, or association holding a permit under the Short-Term Lending Code as a Short-Term Loan Establishment shall post its permit in a conspicuous place and manner on the premises.

Sec. 70-739. – Compliance with the Short-Term Lending Code and other regulations.

It shall be the duty of a permittee to comply with all the provisions of the Short-Term Lending Code and with all regulations issued by the Director pertaining to Short-Term Loan Establishments. Failure to comply with the Short-Term Lending Code or regulations after written notification of noncompliance has been delivered to the permittee by the City is a permissible basis for revocation or nonrenewal of the permit.

Sec. 70-740. – Notice on premises required.

- (a) It shall be the affirmative duty of each permittee to post a notice printed in not less than 24-point bold type within 3 feet of each location within the premises at which a customer, borrower, or other member of the general public is invited or directed to stand or sit to either apply for a loan, to answer or ask questions, to review or sign transaction documents, or receive loan proceeds, to make

308 payments or to inquire about, or apply for, the renewal or the rolling
309 over of a loan, which sets out the following information:

310
311 (1) The word "NOTICE" in bold capital letters;

312
313 (2) That this establishment is a short-term loan establishment
314 and is not a federally chartered bank, savings and loan
315 association, or credit union;

316
317 (3) The interest rates and fees charged;

318
319 (4) The annual percentage rate equivalent of the aggregate of
320 those interest rates and fees charged per \$100.00
321 borrowed;

322
323 (5) A computation of the amounts that would be paid on an
324 original loan renewed or rolled-over after the expiration of
325 its original term without any payment of either principal or
326 interest each time, up to six times;

327
328 (6) A warning that default may result in loss of property used as
329 security for the loan and garnishment of wages and
330 checking and savings accounts; and

331
332 (7) Notice and clear explanation of any state or federal rights to
333 rescind the loan agreement.

334
335 (b) Failure to comply with the requirement of this section and all other
336 requirements of the Short-Term Lending Code is unlawful.

337
338 Sec. 70-741. – Referral to Alternative Financial Assistance

339
340 It shall be the affirmative duty of each permittee to provide to all interested
341 customers and patrons a guide regarding alternatives to short-term loans which
342 has been pre-approved by the City. Should such guide be supplemented or
343 revised, permittee shall distribute the then-current guide approved by the City for
344 distribution.

345
346 Sec.70-742. – Revocation or denial.

347
348 (a) Any permit issued under the provisions of the Short-Term Lending
349 Code may be revoked or any permit may be denied by the Director,
350 after due notice and affording an opportunity for a hearing, for any
351 violation of the provisions of the Short-Term Lending Code and as
352 otherwise provided in the Springfield City Code, including without

353 limitation, Section 70-51.

- 354
- 355 (b) Procedures. The procedure for and conduct of hearings under this
- 356 section shall be as set forth in Section 70-51.
- 357

358 Sec.70-743. – Renewal of permit.

359

- 360 (a) All Short-Term Loan Establishment permits shall expire on
- 361 December 31 of each calendar year. Renewal applications for such
- 362 permits shall be submitted between October 1 and November 30 of
- 363 each calendar year. A Short-Term Loan Establishment permit
- 364 issued under the Short-Term Lending Code may be renewed if an
- 365 application in the form provided by the Director has been filed with
- 366 the Director and if the applicant is in compliance with the
- 367 requirements of the Short-Term Lending Code for an original permit
- 368 including but not limited to Section 70-736 of the Short-Term
- 369 Lending Code.
- 370
- 371 (b) Upon timely application therefore, and subject to meeting the
- 372 requirements in the Short-Term Lending Code for a new permit, a
- 373 Short-Term Loan Establishment permit may be renewed by
- 374 issuance of a new permit in the manner provided in the Short-Term
- 375 Lending Code unless the Director disapproves the renewal
- 376 application in the manner provided by Section 70-737 of the Short-
- 377 Term Lending Code.
- 378
- 379 (c) If the application for renewal of a permit is not made during the time
- 380 provided in subsection (a) of this section, the permit shall expire
- 381 and the permittee shall cease all activities regulated by the Short-
- 382 Term Lending Code and the permittee shall file a new application
- 383 and meet all requirements of the Short-Term Lending Code before
- 384 engaging in the business or occupations regulated under the short
- 385 Term Lending Code. In addition, an application for renewal filed
- 386 after the expiration date shall be treated as a new application.
- 387

388 Section 2 – Savings clause. Nothing in this Ordinance shall be construed to

389 affect any suit or proceeding now pending in any court or any rights acquired, or liability

390 incurred nor any cause of causes of action occurred or existing, under any act or

391 ordinance repealed hereby.

392

393 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or

394 phrase of this Ordinance is for any reason held to be invalid, such decision shall not

395 affect the validity of the remaining portions of this Ordinance. City Council hereby

396 declares that it would have adopted the Ordinance and each section, subsection,

397 sentence, clause or phrase thereof, irrespective of the fact that any one or more

398 sections, subsections, sentences, clauses, or phrases be declared invalid.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO SUBSTITUTE COUNCIL BILL 2019-104

FILED: 04-16-19

ORIGINATING DEPARTMENT: Law

PURPOSE: To adopt Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments.

BACKGROUND INFORMATION: The Finance and Administration Committee considered the issue of regulating short-term loan establishments. The Committee heard testimony regarding short-term loan establishments and their impact on low-income citizens and requested that staff draft an ordinance similar to the St. Louis ordinance regulating short-term loan establishments which was then modified pursuant to Committee input. The Finance and Administration Committee voted to recommend to City Council an ordinance establishing regulations for short-term loan establishments including an annual permit, a permit fee, compliance with City Code, and a notice regarding loan information on the establishment's premises. The permit fee would not go into effect unless a ballot measure approving the fee is passed by the public. Mayor McClure requested that staff prepare this substitute version of the ordinance that does not include a permit fee.

Submitted by:

Approved by:


Rhonda Lewsader, City Attorney


Jason Gage, City Manager

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

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation, by rezoning 5 acres of property, generally
3 located at 3303 West Division Street from LI, Light Industrial District to CS,
4 Commercial Service District; establishing Conditional Overlay District No.
5 171; and adopting an updated Official Zoning Map. (Staff and Planning
6 and Zoning Commission recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 3303 West Division Street, and more fully described in "Exhibit B"
11 from LI, Light Industrial District to CS, Commercial Service District and to establish
12 Conditional Overlay District No. 171; and
13

14 WHEREAS, Conditional Overlay District No. 171 shall modify the requirements
15 of the Springfield Land Development Code Section 36-423, CS, Commercial Service
16 District, by requiring that the property described in "Exhibit B" comply with the
17 requirements described in "Exhibit A;" and
18

19 WHEREAS, following proper notice, a public hearing was held before the
20 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
21 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
22 and said Commission made its recommendation; and
23

24 WHEREAS, the City has reviewed the applicant's request and prepared a staff
25 report concerning the application which is attached hereto and incorporated herein by
26 this reference as "Exhibit D;" and
27

28 WHEREAS, proper notice was given of a public hearing before City Council, and
29 said hearing was held in accordance with law.
30

31 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
32 SPRINGFIELD, MISSOURI, as follows, that:
33

34 Section 1 – The property described in "Exhibit B" of this Ordinance, which is
35 attached hereto and incorporated herein by this reference, is hereby rezoned from LI,
36 Light Industrial District, or such zoning districts as are designated on the official zoning
37 map adopted by City Council, to CS, Commercial Service District and establishing
38 Conditional Overlay District No. 171. The requirements of Conditional Overlay District
39 No. 171, which are described in "Exhibit A," and are hereby incorporated by this
40 reference as if set out verbatim herein, shall apply to the subject property; and the
41 Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for
42 interpretation,' is hereby amended, changed and modified accordingly.

43
44 Section 2 – City Council hereby directs the City Manager, or his designee, to
45 update the City's digital zoning map to reflect this rezoning, and City Council adopts the
46 map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided
47 for in the Springfield Land Development Code, Section 36-306, 'Official zoning maps
48 and rules of interpretation.'

49
50 Section 3 – The Official Zoning Map herein adopted shall be maintained and
51 archived in the same digital form in which this Council has approved its adoption.

52
53 Section 4 – This Ordinance shall be in full force and effect from and after
54 passage.

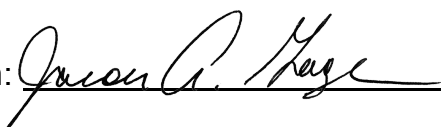
55
56 Passed at meeting: _____

57
58 _____
59 Mayor

60
61 Attest: _____, City Clerk

62
63 Filed as Ordinance: _____

64
65
66 Approved as to form: , Assistant City Attorney

67
68
69 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.

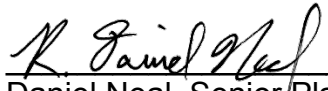
The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

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

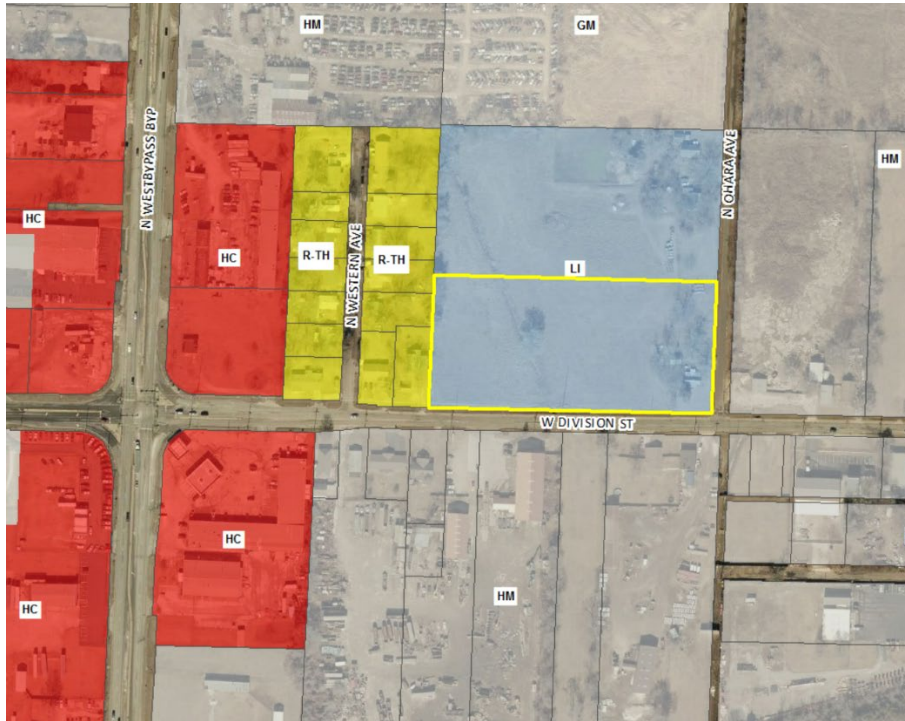
Exhibit D

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:

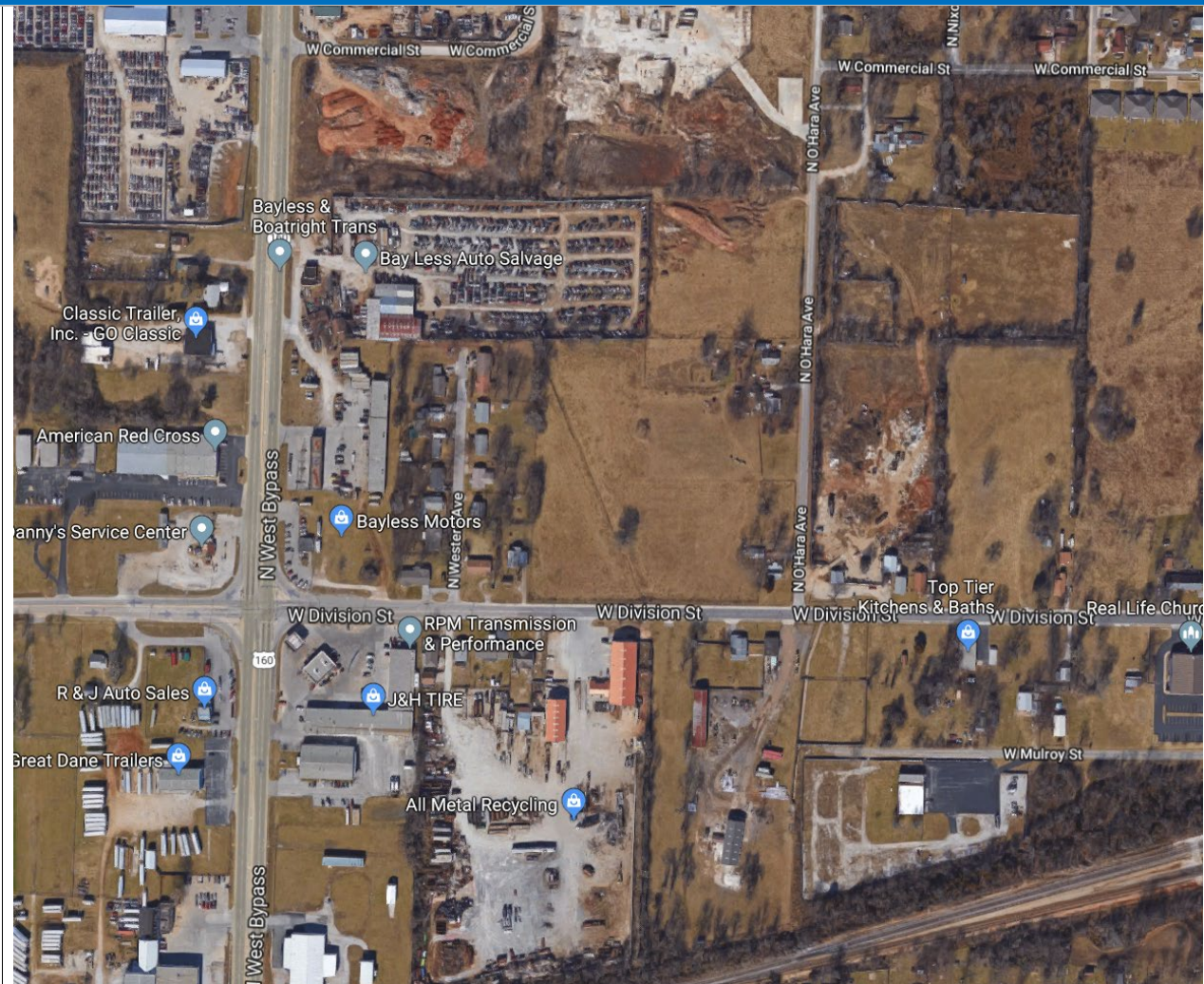
Request to rezone approximately 5 acres of property from LI, Light Industrial District to CS, Commercial Service District and establishing Conditional Overlay District No. 171.

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

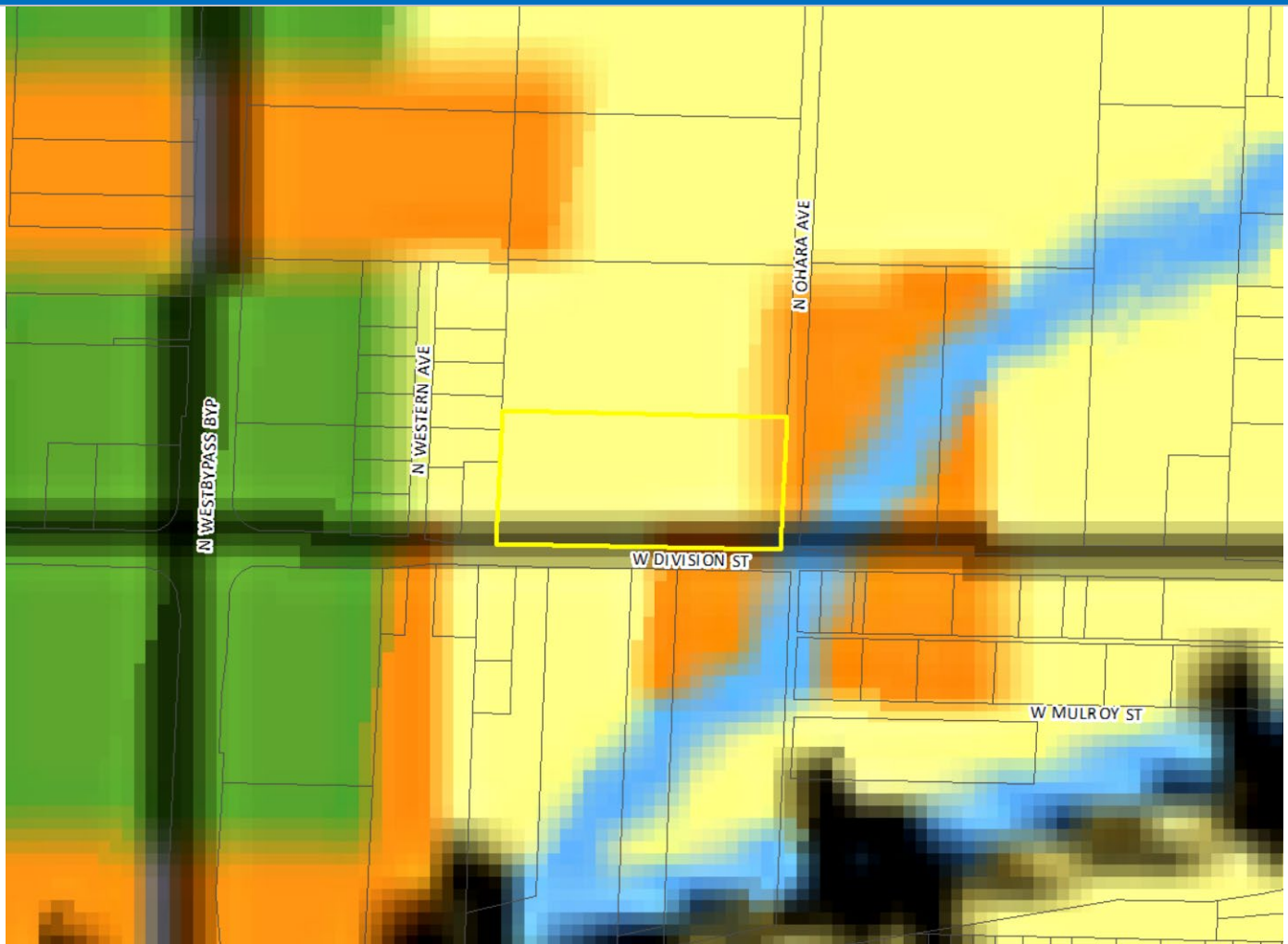
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



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:

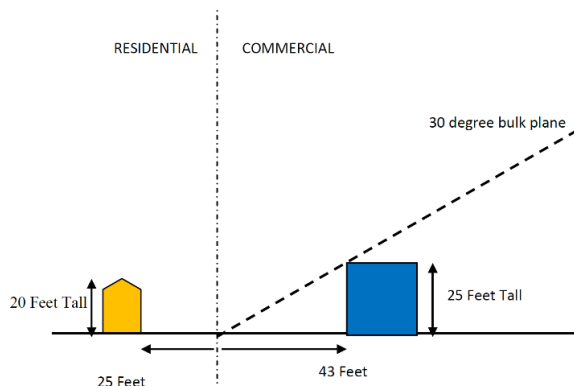
The subject property is currently zoned LI, Light Industrial District and has been since the Citywide remapping in 1995.

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

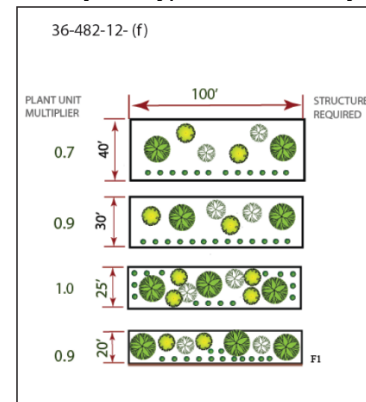
BULK PLANE

30-degree bulk plane is required adjacent to R-TH zoning.



BUFFERYARD AND LANDSCAPING

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
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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 p.m.
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 re zoning. 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

[illegible]

417-771-
6823



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 O'Reilly
Retired, O'Reilly 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. 10
Filed: 05-28-19

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 130

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Official Map of the City of Springfield, Missouri, adopted pursuant to
2 General Ordinance 1478, by changing the name of the 3000 to 3100 block
3 of East Farm Road 188 to the 6400 to 6500 block of South Innovation
4 Avenue. (Staff and Planning and Zoning Commission both recommend
5 approval.)
6 _____
7

8 WHEREAS, an application has been filed for a change of street name; and
9

10 WHEREAS, following proper notice, a public hearing was held before the
11 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
12 hearing being attached hereto and incorporated herein by this reference as "Exhibit A,"
13 and said Commission made its recommendation; and
14

15 WHEREAS, the City has reviewed the applicant's request and prepared a staff
16 report concerning the application which is attached hereto and incorporated herein by
17 this reference as "Exhibit B;" and
18

19 WHEREAS, proper notice was given of a public hearing before City Council, and
20 said hearing was held in accordance with law.
21

22 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
23 SPRINGFIELD, MISSOURI, as follows, that:
24

25 Section 1 – The Official Map of the City of Springfield, Missouri, adopted
26 pursuant to General Ordinance 1478, is hereby amended by changing the name of
27 Farm Road 188 to South Innovation Avenue as set forth herein:
28

29 PRESENT NAME	LOCATION	NEW NAME
30 Farm Road 188	3000-3100 blocks of	6400-6500
31	East Farm Road 188	South Innovation Avenue
32		
33		

34 Section 2 – The City Clerk is hereby directed to make the modifications to the
35 Official Map of the City of Springfield as adopted by General Ordinance 1478, as
36 amended, as shown above.
37

38 Section 3 – This Ordinance shall be in full force and effect from and after
39 passage.
40

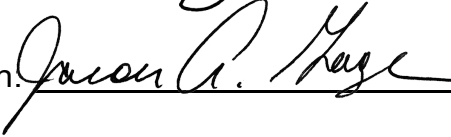
41 Passed at meeting: _____
42

43 _____
44 Mayor
45

46 Attest: _____, City Clerk
47
48

49 Filed as Ordinance: _____
50

51
52 Approved as to form: , Assistant City Attorney
53

54
55 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:

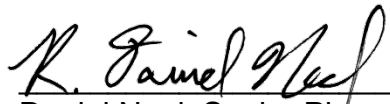
The Planning and Zoning Commission held a public hearing on May 9, 2019, and recommended approval, by a vote of 6 to 0.

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.

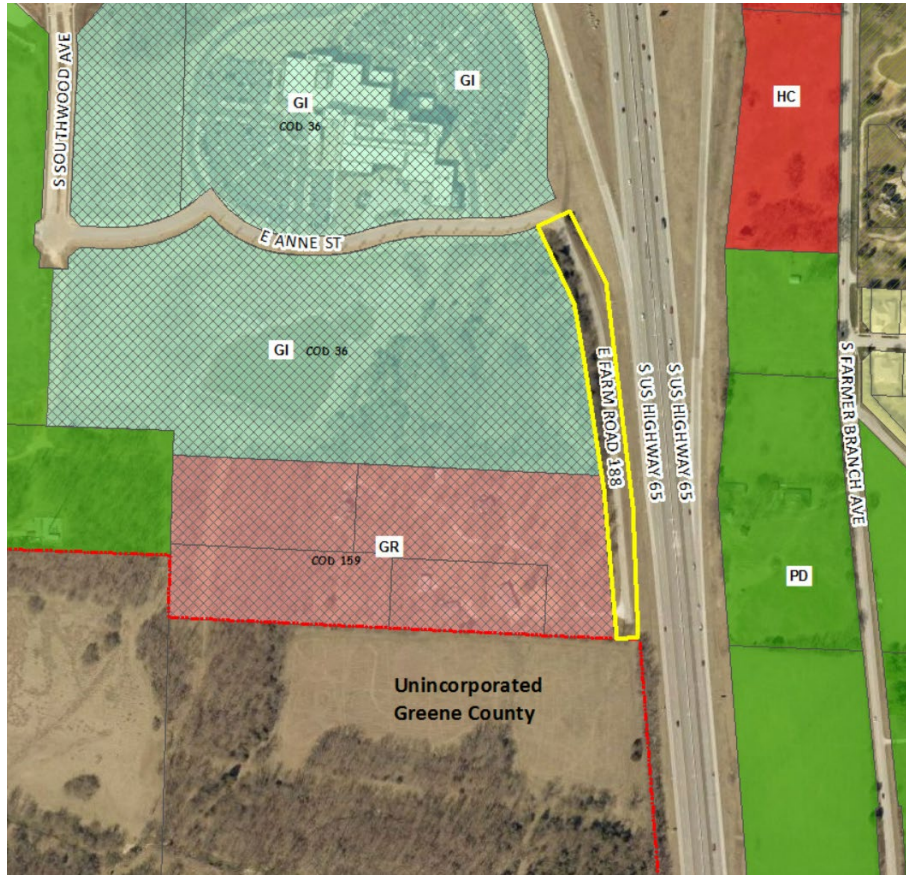


Bob Hosmer, AICP
Principal Planner

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.

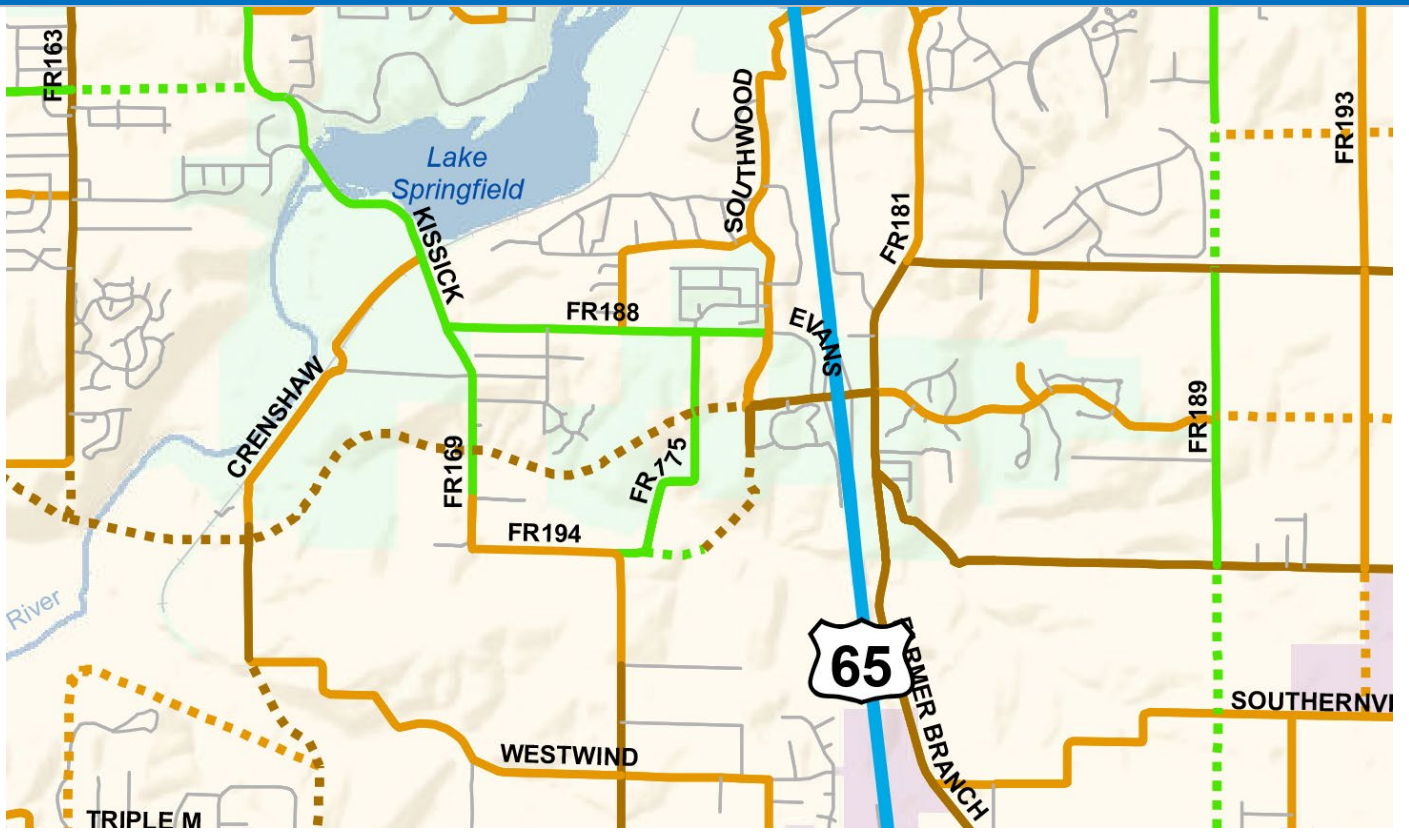
SURROUNDING ZONING AND LAND USES:

	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

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 1.69 acres of property,
3 generally located at 1820, 1830, 1834 and 1838 North Nixon Avenue, from
4 a R-TH, Residential Townhouse District to RI, Restricted Industrial District
5 and establishing Conditional Overlay District No. 173. (Staff recommends
6 denial and Planning and Zoning Commission recommend approval.)
7
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 1820, 1830, 1834 and 1838 North Nixon Avenue, and more fully
11 described in "Exhibit B," which is attached hereto and incorporated herein by this
12 reference, from a R-TH, Residential Townhouse to RI, Restricted Industrial and
13 establishing Conditional Overlay District No. 173; and
14

15 WHEREAS, following proper notice, a public hearing was held before the
16 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
17 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
18 and said Commission made its recommendation; and
19

20 WHEREAS, the City has reviewed the applicant's request and prepared a staff
21 report concerning the application and recommendation that the application be denied,
22 which is attached hereto and incorporated herein by this reference as "Exhibit D;" and
23

24 WHEREAS, proper notice was given of a public hearing before City Council, and
25 said hearing was held in accordance with law.
26

27 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
28 SPRINGFIELD, MISSOURI, as follows, that:
29

30 Section 1 – The property described in "Exhibit B" of this Ordinance is hereby
31 rezoned from a R-TH, Residential Townhouse, or such zoning districts as are
32 designated on the official zoning map adopted by City Council, to RI, Restricted
33 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.

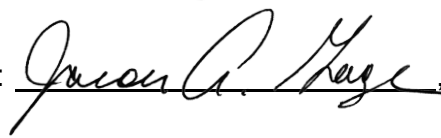
Passed at meeting: _____

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.

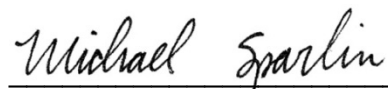
Since Commission approved a greater increase in intensity than had the proper land use been listed, and the fact that the proper height was read, along with the fact that the applicant was present during the hearing, spoke with Commission and made no reference to these matters, staff believes that the 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.

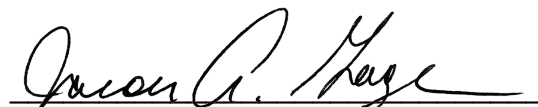
Submitted by:


Michael Sparlin, 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 & 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:

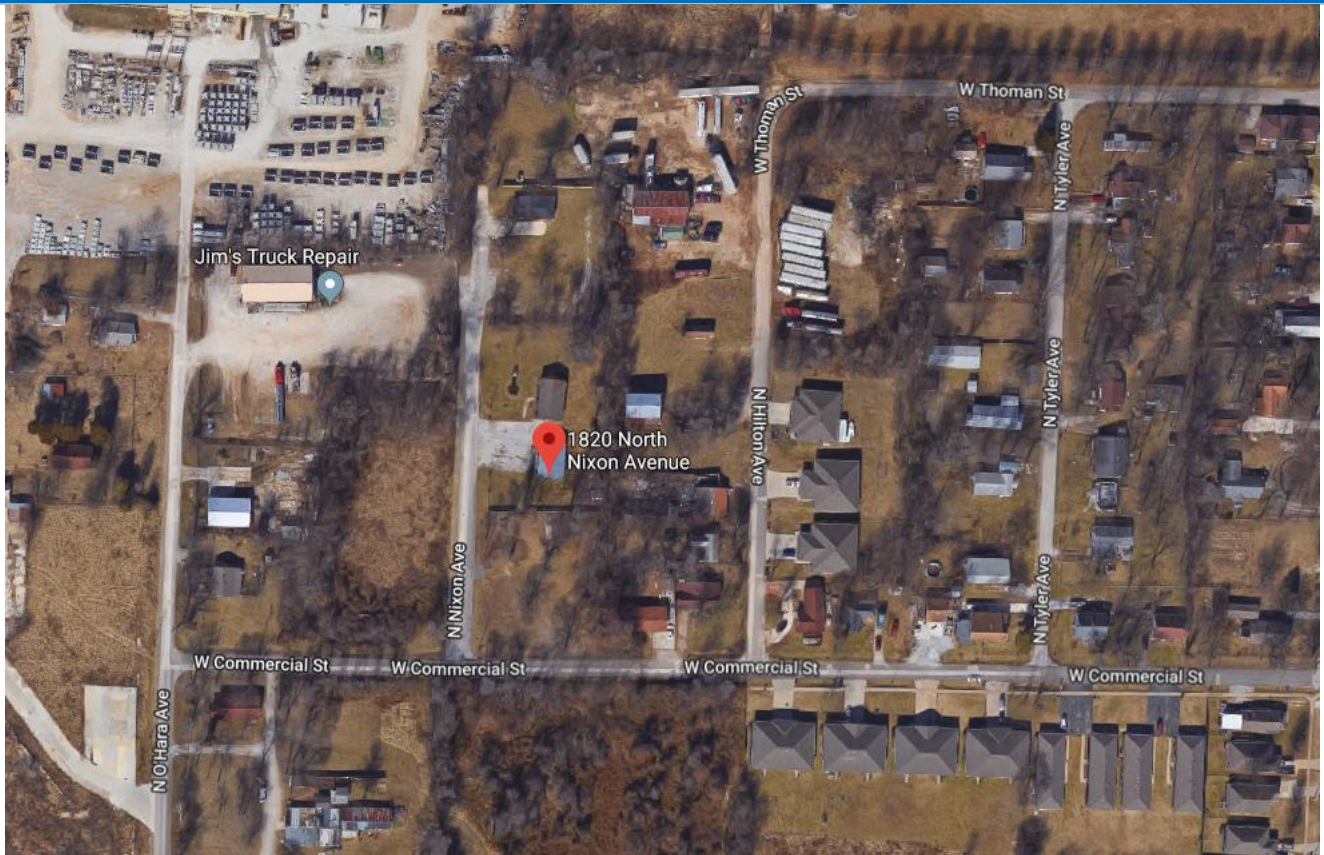
To rezone approximately 1.69 acres of property generally located at 1820, 1830, 1834 & 1838 North Nixon Avenue from R-TH, Residential Townhouse to RI, Restricted Industrial and establishing Conditional Overlay District No. 173.

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):

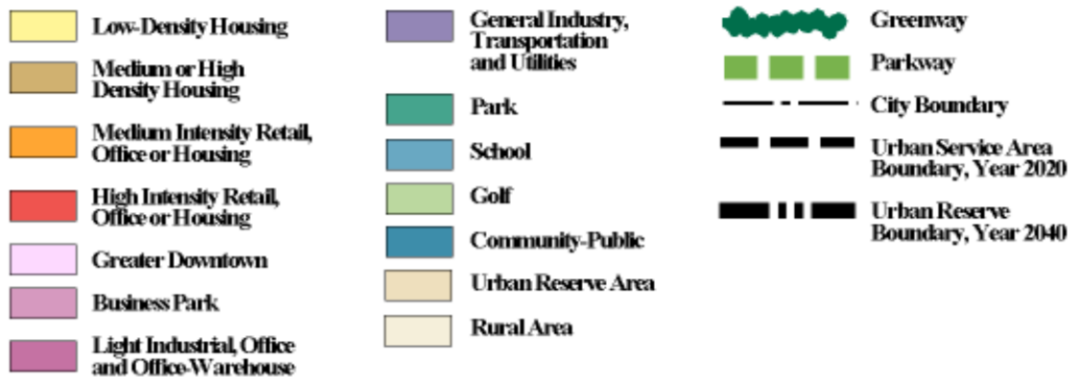
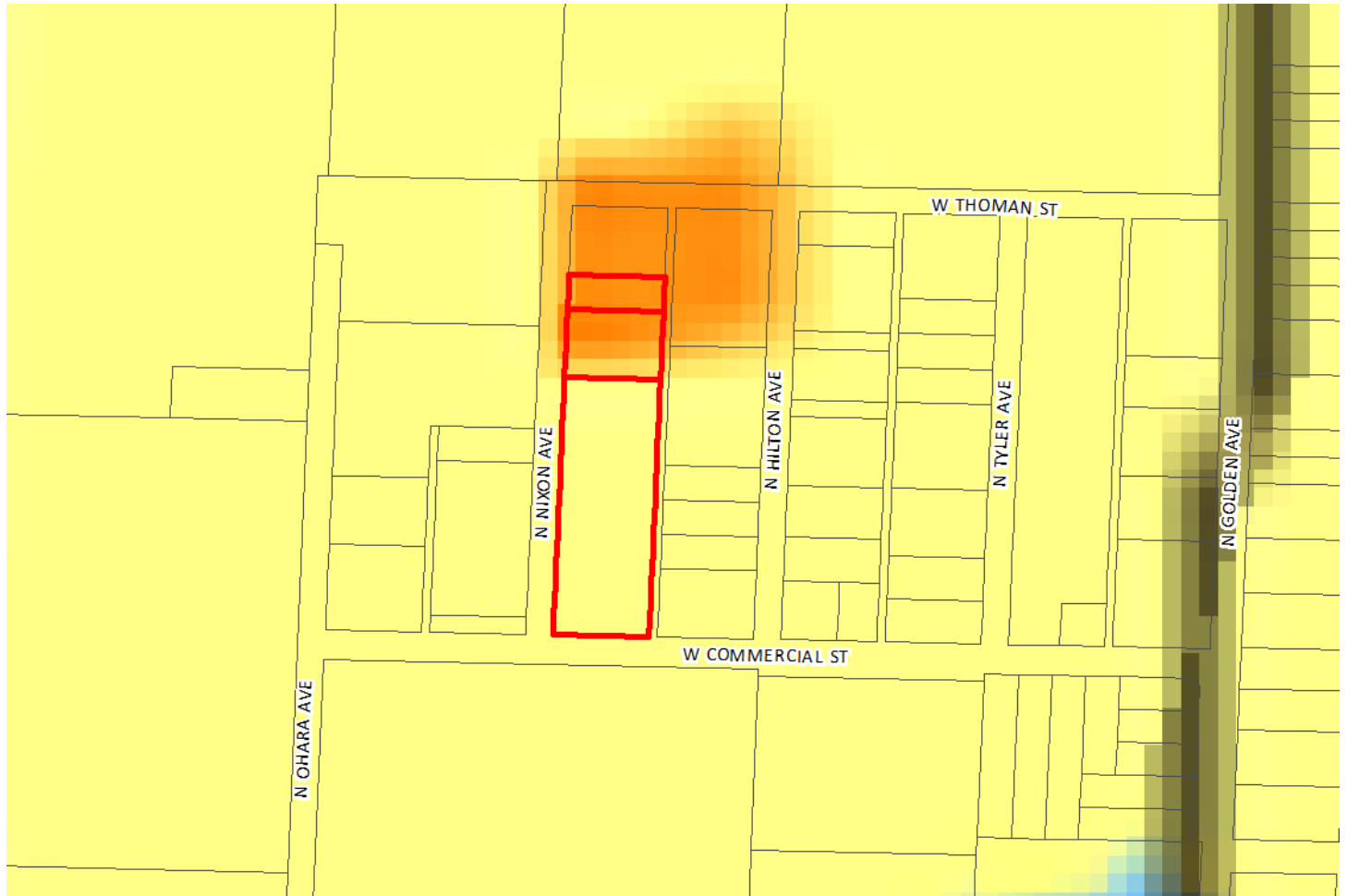


GOOGLE MAPS STREET VIEW:





GROWTH MANAGEMENT AND LAND USE PLAN:



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	PLANT UNIT MULTIPLIER 100' STRUCTURE REQUIRED 0.7 40' 0.9 30' 1.0 25' 0.9 20' F1

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

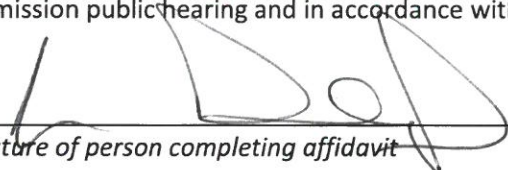
1. Request change to zoning from: R-TH to RI
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 4-18-19 from 4PM-6:30PM
3. Meeting Location: Library Station, Frisco Room
4. Number of invitations that were sent: 7
5. How the mailing list was generated: City Staff, Planning Dept.
6. Number of 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 Gillaspay	1840 N. O'Hara	866-2898
2.	Bob Hopkins Jr.	3304 W. Duquesne	865-2723
3.	Bob Hopkins	3304 W. Duquesne	865-2723
4.	D. Demora	1352 W. West Bypass	880-6013
5.	David Richard	2953 W. Mt Vernon St	353-2049
6.	Norma Jump	1828 N th Hilton	766-8722

DATE:	11-19-19	Telephone No.	417-880 ex 13
YOUR NAME:	D. Demore		
YOUR ADDRESS:	1352 N. West Bypass		
PROJECT ADDRESS:	1820 N. Nixon		
COMMENTS:	We approve of the change in zoning I think the better will benefit the community		

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.

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 Springfield-MO 65802		
PROJECT ADDRESS:	1820 N. Nixon		
COMMENTS:	I approve the ReZoning from R-FH - To R1 I approve of the buffer yard to increase to 30'		

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

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

DATE:	4-18-19	Telephone No.	417-866-2898
YOUR NAME:	Clyde J. Gillaspay (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.			

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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:	NANEY Gillaspay (Jim's Truck Repair)		
YOUR ADDRESS:	1840 N. O'Hara Spfld Mo.		
PROJECT ADDRESS:	1820 N. Nixon Spfld Mo.		
COMMENTS:	We approve of this ^{re} zoning to a buffer zone between Resident + commercial		

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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.

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

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

DATE:	4-18-19	Telephone No.	865-2723
YOUR NAME:	Robert Hopkins Jr		
YOUR ADDRESS:	3304 W. Drexton		
PROJECT ADDRESS:	1820 N. Flamm		
COMMENTS:	Approve of rezoning from RTH to RI with buffer zone		

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

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

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

DATE:	4-18-19	Telephone No.	865-2723
YOUR NAME:	Robert Hopkins Sr		
YOUR ADDRESS:	3304 W. Division		
PROJECT ADDRESS:	1826 N. Union		
COMMENTS:	approve of zoning with Buffords		

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

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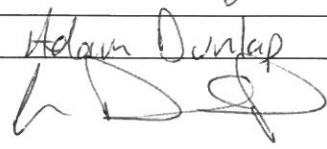
1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1st City Council Public Hearing (185 feet notification from subject property)
5. 2nd City Council Meeting to decide either 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 she supported zoning change. Filled out by Adam Dunlap 		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611

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

1 APPROVING the Second Amendment to Article 18 – ‘Wages,’ of the Collective
2 Bargaining Agreement between the City and the Springfield Police
3 Officers’ Association, Fraternal Order of Police Lodge 22, and
4 authorizing the City Manager, or his designee, to acknowledge and
5 deliver the Second Amendment on behalf of the City to the Bargaining
6 Unit; and declaring an emergency.
7 _____
8

9 WHEREAS, the City of Springfield, Missouri (the “City”) has an established
10 framework for certain City employees to engage in collective bargaining, and this
11 established framework is set forth in General Ordinance 6090; and
12

13 WHEREAS, the City recognizes the Springfield Police Officers’ Association,
14 Fraternal Order of Police Lodge 22 (hereinafter “SPOA 22”), as the sole collective
15 bargaining representative of the Springfield Police Department by Special Ordinance
16 26344; and
17

18 WHEREAS, the City established a team (the “City’s team”) for the purposes of
19 bargaining as the exclusive agent for the City for collective bargaining; and
20

21 WHEREAS, the City and SPOA 22 are parties to a certain Collective Bargaining
22 Agreement effective July 1, 2017 (“The Collective Bargaining Agreement”); and
23

24 WHEREAS, the City’s team met with SPOA 22 and conferred and discussed
25 wages, benefits, and other terms and conditions of employment in order to reach a
26 mutually satisfactory proposed Second Amendment to Article 18 of The Collective
27 Bargaining Agreement; and
28

29 WHEREAS, the City’s team and SPOA 22 reached an agreement on the Second
30 Amendment to Article 18 of The Collective Bargaining Agreement by and between the
31 City and SPOA 22 and submit the proposed Second Amendment (“Exhibit 1”) to City
32 Council for consideration and approval; and
33

34 WHEREAS, the agreement on the proposed Second Amendment to Article 18 –
35 Wages is economically consistent with the Fiscal Year 2019-2020 budget submitted for
36 approval by City Council.
37

38 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
39 SPRINGFIELD, MISSOURI, as follows, that:
40

41 Section 1 – The proposed Second Amendment to Article 18 – ‘Wages,’ of the
42 Collective Bargaining Agreement by and between the City and SPOA 22, which is
43 attached hereto and incorporated herein by this reference as “Exhibit 1,” has been
44 reviewed and considered by City Council.
45

46 Section 2 – City Council approves the proposed Second Amendment to the
47 Collective Bargaining Agreement attached as “Exhibit 1” and hereby approves the
48 Second Amendment to Article 18 – ‘Wages’ of the Collective Bargaining Agreement as
49 a final and binding Second Amendment between the City and SPOA 22 for a finite term
50 and duration as set forth within the terms of the Collective Bargaining Agreement, as
51 now amended.
52

53 Section 3 – City Council hereby authorizes and directs the City Manager, or his
54 designee, to acknowledge and deliver, for and on behalf of, and as the act and deed of
55 the City, the Second Amendment to Article 18 – ‘Wages’ of the Collective Bargaining
56 Agreement to SPOA 22 as the final and binding Second Amendment to the Collective
57 Bargaining Agreement between the City and SPOA 22, and such other documents as
58 may be necessary or desirable to carry out and comply with the intent of this Ordinance.
59

60 Section 4 – This Ordinance shall inure to the benefit of the City and SPOA 22
61 and their respective successors and assigns.
62

63 Section 5 – The sections of this Ordinance shall be severable. In the event any
64 section of this Ordinance is found by a court of competent jurisdiction to be invalid, the
65 remaining sections of this Ordinance shall be deemed valid, unless the court finds the
66 valid sections of this Ordinance are so essentially and inseparably connected with, and
67 so dependent upon the void sections, that it cannot be presumed that City Council
68 would have enacted the valid sections without those deemed invalid; or unless the court
69 finds that the valid sections, standing alone, are incomplete and are incapable of being
70 executed in accordance with the legislative intent.
71

72 Section 6 – City Council hereby finds and declares that an emergency exists in
73 that this Ordinance relates to labor management relations and employee compensation
74 and benefits, and therefore, involves the immediate preservation of public peace,
75 property, health, and safety; therefore, this Ordinance shall be in full force and effect
76 immediately after its adoption by the City Council.
77

78 Passed at meeting: _____
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

Approved for Council action: Jason A. Hage, 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. 36
Filed: 06-11-19

Sponsored by: Ollis

First Reading: _____
AMENDED
COUNCIL BILL 2019 - 133

Second Reading: _____
SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Collective Bargaining Agreement by and between the City and the
2 Bargaining Unit of the International Brotherhood of Electrical Workers,
3 Local No. 753 affiliated with the AFL-CIO, by authorizing the City
4 Manager, or his designee, to acknowledge and deliver the Collective
5 Bargaining Agreement on behalf of the City to the Bargaining Unit; and
6 declaring an emergency.
7
8

9 WHEREAS, the City of Springfield, Missouri (the "City") has an established
10 framework for certain City employees to engage in collective bargaining, and this
11 established framework is set forth in General Ordinance 6090; and
12

13 WHEREAS, the City recognizes, via election, that the Bargaining Unit of the
14 International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-
15 CIO ("IBEW Local No. 753") has been designated and selected as the sole collective
16 bargaining representative of certain classifications in the Crafts, Trades and Labor
17 ("CTL") Employee Group and Pay Schedule ("Exhibit 1," Certification of
18 Representation); and
19

20 WHEREAS, the City established a team (the "City's team") for the purposes of
21 bargaining as the exclusive agent for the City for collective bargaining; and
22

23 WHEREAS, the City's team met with IBEW Local No. 753 and conferred and
24 discussed wages, benefits, and other terms and conditions of employment in order to
25 reach a mutually satisfactory proposed collective bargaining agreement; and
26

27 WHEREAS, the City's team and IBEW Local No. 753 reached an agreement on
28 a proposed collective bargaining agreement by and between the City and IBEW Local
29 No. 753 and submit the proposed collective bargaining agreement "Exhibit 2," to City
30 Council for consideration and approval; and
31

32 WHEREAS, the proposed Article XV – 'Wages,' of the agreement, is
33 economically consistent with the Fiscal Year 2019-2020 budget submitted for approval

34 by City Council.

35
36 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
37 SPRINGFIELD, MISSOURI, as follows:

38
39 Section 1 – The proposed collective bargaining agreement, by and between the
40 City and IBEW Local No. 753, attached hereto and incorporated herein as “Exhibit 2,”
41 has been reviewed and considered by City Council.

42
43 Section 2 – City Council approves the proposed collective bargaining agreement
44 attached as “Exhibit 2” and hereby approves and accepts the collective bargaining
45 agreement as a final and binding agreement between the City and IBEW Local No. 753
46 for a finite term and duration as set forth within the terms of the collective bargaining
47 agreement.

48
49 Section 3 – City Council hereby authorizes and directs the City Manager, or his
50 designee, to acknowledge and deliver, for and on behalf of, and as the act and deed of
51 the City, the collective bargaining agreement to IBEW Local No. 753 as the final and
52 binding collective bargaining agreement between the City and IBEW Local No. 753, and
53 such other documents as may be necessary or desirable to carry out and comply with
54 the intent of this Ordinance.

55
56 Section 4 – This Ordinance shall inure to the benefit of the City and IBEW Local
57 No. 753 and their respective successors and assigns.

58
59 Section 5 – The sections of this Ordinance shall be severable. In the event any
60 section of this Ordinance is found by a court of competent jurisdiction to be invalid, the
61 remaining sections of this Ordinance shall be deemed valid, unless the court finds the
62 valid sections of this Ordinance are so essentially and inseparably connected with, and
63 so dependent upon the void sections, that it cannot be presumed that City Council
64 would have enacted the valid sections without those deemed invalid; or unless the court
65 finds that the valid sections, standing alone, are incomplete and are incapable of being
66 executed in accordance with the legislative intent.

67
68 Section 6 – City Council hereby finds and declares that an emergency exists in
69 that this Ordinance relates to labor management relations and employee compensation
70 and benefits, and therefore, involves the immediate preservation of public peace,
71 property, health, and safety; therefore, this Ordinance shall be in full force and effect
72 immediately after its adoption by City Council.

73
74 Passed at meeting: _____

75
76 _____
77 Mayor

78
79 Attest: _____, City Clerk

80
81
82 Filed as Ordinance: _____
83

84
85 Approved as to form: Rhonda Lewsader, City Attorney
86

87
88 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 133

FILED: 06-11-19

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."

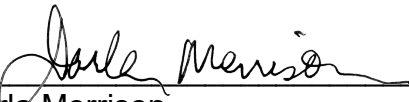
This contract will go into effect July 1, 2019, and will expire June 30, 2022.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies.

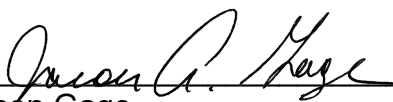
It is respectfully requested that City Council give consideration and approval of the IBEW Local No. 753 CTL Collective Bargaining Agreement with an effective date of July 1, 2019, through June 30, 2022.

Submitted by:

Approved by:



Dana Morrison,
Director of Human Resources



Jason Gage,
City Manager

STATE BOARD OF MEDIATION
STATE OF MISSOURI

Exhibit 1

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 753,

Petitioner,

v.

CITY OF SPRINGFIELD,

Respondent.

Public Case No. R 2015-033

CERTIFICATION OF REPRESENTATION

An election having been conducted in this case under the supervision of the Chairman of the State Board of Mediation in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that an exclusive bargaining representative has been selected; and no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of election, within the time provided for such objections:

IT IS HEREBY CERTIFIED that International Brotherhood of Electrical Workers, Local 753, has been designated and selected by a majority of the employees of the Respondent City of Springfield, in the unit described below, as their exclusive bargaining representative. Pursuant to Section 105.525, RSMo. 2000, International Brotherhood of Electrical Workers, Local 753, is the exclusive representative of all the employees in this unit for the purpose of discussions with respect to salaries and other conditions of employment.

Unit: All the classifications shown on the inclusions list below; excluding all probationary, provisional, emergency and temporary employees of the City. All supervisory employees on the Craft Trades and Labor (CTL) Pay Schedule at the City. All employees of the LES, FPS, DHS, and PAT Pay Schedules of the City.

Signed this 6th day of October 2015.

STATE BOARD OF MEDIATION

/s/ Butch Albert

Butch Albert
Chairman



EXHIBIT A

AIRPORT

Craftworker
Utility Worker
Assistant Equipment Tech
Equipment Tech
Custodian
Building Maintenance Worker
Airfield Maintenance Worker
Aircraft Services Specialist
Aircraft Services Trainer
Aircraft Line Services Tech

ART MUSEUM

Custodian

ENVIRONMENTAL SERVICES

Parts & Inventory Control Clerk
Plant Maintenance Mechanic I
Plant Maintenance Mechanic II
Assistant Equipment Tech
Heavy Equipment Technician
Instrument Technician
Sr. Plant Electrician
Equipment Operator II
Equipment Operator III
YRC Equipment Operator
Wastewater Sludge Truck Operator
Team Leader
Laborer
Recycling Center Attendant
Building Maintenance Worker
Maintenance Worker
Weighmaster
Sewer Cleaning Team Leader
Yardwaste Recycle Center Working Leader

FIRE

Heavy Equipment Technician

HEALTH

Custodian

PARKS

Park Shop Attendant
Parts & Inventory Control Clerk
Craftworker
Building Maintenance Team Leader

PARKS CONTINUED

Parks Maintenance Working Leader
Utility Worker
Ice Park Operations Coordinator
Equipment Technician
Instrument Technician
Parks Maintenance Equipment Crew Leader
Equipment Operator II
Parks Forestry Team Leader
Laborer
Custodian
Building Maintenance Worker
Maintenance Worker
Grounds Maintenance Crew Leader
Parks Caretaker
Arborist
Arborist Crew Leader
Gardner
Golf Course Worker
Golf Course Working Leader

PUBLIC WORKS

Parts & Inventory Clerk
Parts & Inventory Technician
Building Maintenance Craftworkers
Building Maintenance Crew Leader
Craftworker
Sign Fabricator
Equipment Technician
Collision Repair/Refinish Technician
Heavy Equipment Technician
General Services Working Leader
Equipment Operator II
Equipment Operator III
Team Leader
Laborer
Building Maintenance Worker
Custodial Team Leader
Maintenance Worker
Lead Maintenance Worker
Grounds Maintenance Crew Leader
Traffic Controls Worker I
Traffic Controls Worker II
Arborist
Arborist Crew Leader
Service Technician

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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<i>Article III: Efficiency and Loyalty</i>	<i>3</i>
<i>Article IV: Separability</i>	<i>4</i>
<i>Article V: Equal Employment Opportunity /ADA/FMLA</i>	<i>5</i>
<i>Article VI: Duration and Termination</i>	<i>6</i>
<i>Article VII: Recognition</i>	<i>7</i>
<i>Article VIII: Union Security – Checkoff</i>	<i>8</i>
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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

Date

By _____

"the Union"

Name Printed

THE CITY OF SPRINGFIELD, MO

Date

By _____

"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

1 AMENDING the Springfield City Code, Chapter 2, Article III, Division 1, Section 2.92,
2 known as the 'Salary Ordinance,' relating to salary grades for various job
3 titles within the City service as contained in the Professional,
4 Administrative and Technical Schedule and the Crafts, Trades and Labor
5 Schedule, by making provision for twelve new job titles and by deleting
6 seven job titles; by establishing the Crafts, Trades and Labor Non-Union
7 Schedule and providing pay adjustments for employees on the Crafts,
8 Trades and Labor Non-Union Schedule; by providing pay adjustments for
9 employees on the Professional, Administrative and Technical Schedules,
10 as well as for certain non-union salary grades in the Fire Protection and
11 Law Enforcement Schedules; by amending General Ordinance 6459,
12 Section 6 and General Ordinance 5432, Section 3 relating to the Law
13 Enforcement Schedule and Fire Protection Schedule, respectively; by
14 amending General Ordinance 6288, Section 9 relating to educational
15 allowance by eliminating the eligibility of Police Major to receive
16 educational allowance; and by declaring an emergency.
17 _____

18
19 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD,
20 MISSOURI, as follows, that:

21
22 (NOTE: Throughout this document, underlined language has been added, and
23 ~~stricken~~ language has been deleted.)

24
25 Section 1 – Section 2-92 of the City Code, known as the 'Salary Ordinance,' relating to
26 various salary grades for various job titles within the City service as contained in the
27 Professional, Administrative and Technical ("PAT") Schedule and the Crafts, Trades
28 and Labor ("CTL") Schedule is hereby amended by adding and deleting the following
29 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)

<u>Classification</u>	<u>Salary Grade</u>
<u>Assistant Urban Forestry Technician</u>	<u>PAT-6</u>
<u>City Clerk Specialist</u>	<u>PAT-6</u>
<u>Education Outreach Specialist</u>	<u>PAT-6</u>
<u>Stormwater Technician</u>	<u>PAT-7</u>
<u>Urban Forestry Technician</u>	<u>PAT-7</u>
<u>Water Pollution Control Inspector I</u>	<u>PAT-6</u>
<u>Clerk of Municipal Court</u>	<u>PAT-8</u>
<u>Public Health Strategist</u>	<u>PAT-9</u>
<u>Senior Human Resources Coordinator</u>	<u>PAT-10</u>
<u>Human Resources Supervisor</u>	<u>PAT-11</u>
<u>GIS & Asset Systems Manager</u>	<u>PAT-11</u>
<u>Superintendent of JVP and CSDP Programs</u>	<u>PAT-12</u>

Proposed Job Title and Salary Grade
(Title to be Deleted)

<u>Classification</u>	<u>Salary Grade</u>
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

76 CTL Non-Union Schedule in the amount of two and one-quarter of a percent (2.25%);
77 and increase the base salary for all steps within the CTL Non-Union Schedule by one
78 percent (1%). These changes shall be effective for the pay period commencing July 7,
79 2019, with a corresponding pay date of July 25, 2019.

80
81 Section 4 – Section 2-92 of the Springfield City Code, known as the ‘Salary
82 Ordinance,’ is hereby amended by funding the Merit Steps for non-union salary grades
83 ten (10) through sixteen (16) contained in the Fire Protection Schedule (“FPS”); by
84 amending said FPS schedule for non-union salary grades ten (10) through sixteen (16)
85 by freezing salary steps one (1) through four (4), seven (7) and nine (9); by increasing
86 the base pay rate of step twelve (12) by the amount of three and one-quarter of a
87 percent (3.25%); and by smoothing the remaining unfrozen and active salary steps
88 associated with the non-union salary grades so the pay rates are a minimum of three
89 and two-tenths of a percent (3.20%) and a maximum of five and eighty-five hundredths
90 of a percent (5.85%) higher than the salary step immediately preceding. These changes
91 shall be effective for the pay period commencing July 7, 2019, with a corresponding pay
92 date of July 25, 2019. Additionally, with the smoothing of active salary steps, any
93 employee who, on or before July 1, 2019, is on the FPS Schedule for the non-union pay
94 grades, and who is on salary grade ten (10), and who is below salary step eleven (11),
95 shall advance to salary step eleven (11) effective July 7, 2019, with a corresponding pay
96 date of July 25, 2019. Under this Section 4, any employee affected by this
97 advancement will have a future annual appraisal and increment date one (1) year from
98 the July 7, 2019, effective date.

99
100 Section 5 – Section 2-92 of the Springfield City Code, known as the ‘Salary
101 Ordinance,’ as established by General Ordinance 5432, Section 3, set out below,
102 relating to the establishment of partial step levels above the top step on the Fire
103 Protection Schedule (“FPS”), is hereby further amended as follows:

104
105 The establishing of four (4) partial step levels above the current top Step of each
106 of the steps and grades contained in the Fire Protection Schedule (FPS),
107 excluding positions at the rank of Battalion Chief and above, with each such
108 partial step to represent a One Thousand, Two Hundred Dollar (\$1,200.00)
109 increase in the base rate pay for the grade level, and by further establishing an
110 additional increase for such positions in the amount of up to five percent (5%) in
111 the base rate pay above the last such partial step. Eligibility for each such partial
112 step increase shall be based upon meeting pre-established performance
113 standards for the employee in his job position, as may be determined and
114 approved by the Fire Chief, at his sole discretion. Eligibility for the up to 5%
115 increase shall be only after attainment by the employee of all four partial step
116 increases, and shall also be based upon meeting pre-established performance
117 standards by the employee in his job position, as may be determined and
118 approved by the Fire Chief, at his sole discretion. Awarding of the up to 5%
119 performance increase shall only apply to the particular budget year in which the
120 increase was approved. The continued payment of this increased amount may
121 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, 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

168 performance does not merit the payment of the performance increase for any
169 subsequent year. An employee shall be eligible for the first partial step only if such
170 employee has remained at Step Eight (8) for a minimum of one year. In cases of
171 promotion of employees from positions in which they are on such a partial step at the
172 time of promotion, the provisions of Merit Rule 18.1 (g) shall apply.
173

174 Section 8 – Section 2-92 of the Springfield City Code, known as the ‘Salary
175 Ordinance,’ as amended by General Ordinance 6288, Section 9 is hereby amended by
176 eliminating the eligibility for educational allowance for the position of Police Major as
177 contained in the Law Enforcement Schedule (“LES”).
178

179 Section 9 – City Council hereby finds and declares that an emergency exists in
180 that this Ordinance relates to employee compensation and benefits, and therefore,
181 involves the immediate preservation of public peace, property, health, and safety;
182 therefore, this Ordinance shall be in full force and effect immediately after its adoption
183 by the City Council.
184

185 Passed at meeting: _____
186
187

188 _____
189 Mayor
190

191 Attest: _____, City Clerk
192
193

194 Filed as Ordinance: _____
195

196 Approved as to form: Rhonda Lewsader, City Attorney
197
198

199 Approved for Council action: Juan C. Hays, City Manager
200

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.

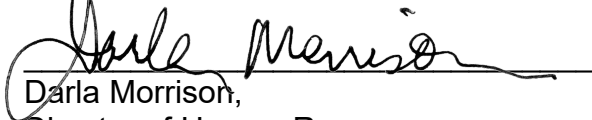
The majority of these pay changes are recommended to be effective with the pay period beginning July 7, 2019, with a corresponding pay date of July 25, 2019, with the only exception being the 1% across-the-board for non-union LES employees recommended to be effective in January of 2020.

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.

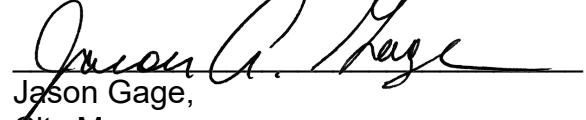
REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. All costs reflected herein are part of the recently proposed Annual Operating Budget for Fiscal Year 2020.

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."

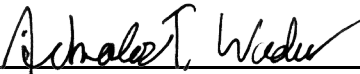
Section 2 – This Ordinance shall be in full force and effect from and after passage.

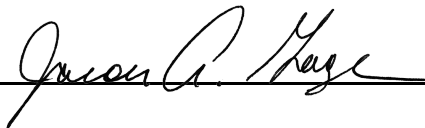
Passed at meeting: _____

Mayor

34
35 Attest: _____, City Clerk
36

37 Filed as Ordinance: _____
38

39 Approved as to form: , Assistant City Attorney
40

41
42 Approved for Council action: , City Manager
43

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 Springfield, 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

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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 "Granddaddy" 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.

Exhibit 1

- 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.

Exhibit 1

- 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.

Exhibit 1

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.

Exhibit 1

- 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.

Exhibit 1

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

<u>Account Description</u>	<u>Account</u>	<u>2018/19 Revised Budget</u>	<u>2019/20 Original Budget</u>	<u>Variance - \$</u>	<u>Variance - %</u>
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

<u>Account Description</u>	<u>Account</u>	<u>2018/19 Revised Budget</u>	<u>2019/20 Proposed Budget</u>	<u>Variance - \$</u>	<u>Variance - %</u>
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

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Greater Springfield Area Sports Commission, Inc., in the amount of
3 \$91,500, for the purpose of promoting the attraction of sporting events
4 to the community.
5 _____
6

7 WHEREAS, the Greater Springfield Area Sports Commission, Inc.,
8 ("Commission") is a non-profit corporation, organized in 1999 for the purpose of
9 enhancing the quality of life and stimulating economic growth in the Springfield area by
10 promoting the City as a host city for quality national and regional sporting events and
11 other ancillary activities; and
12

13 WHEREAS, a portion of the Commission's budget comes from the City's
14 collection fee from the hotel/motel gross receipts tax.
15

16 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
17 SPRINGFIELD, MISSOURI, as follows, that:
18

19 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
20 an agreement with the Greater Springfield Area Sports Commission, Inc., said
21 agreement to be substantially in form and content as that document attached hereto
22 and incorporated herein by this reference as "Exhibit A."
23

24 Section 2 – All workers performing work under the contract attached hereto as
25 "Exhibit A," shall be paid a wage of no less than the prevailing hourly rate of wages for
26 work of a similar character in this locality or the public works contracting minimum wage,
27 whichever is applicable. Contractor shall fully comply with the provisions and
28 requirements of the Missouri State Prevailing Wage Law. Contractors and any
29 subcontractor performing work under this contract must provide a 10-hour OSHA
30 construction safety training program, or similar program approved by the Department of
31 Labor, for on-site employees, unless employees demonstrate they previously completed
32 the program
33

34
35 Section 3 – This Ordinance shall be in full force and effect from and after
36 passage.

37
38 Passed at meeting: _____

39
40 _____
41 Mayor

42
43 Attest: _____, City Clerk

44
45 Filed as Ordinance: _____

46
47 Approved as to form: Achale T. Wadwa, Assistant City Attorney

48
49
50 Approved for Council action: Jason A. Hays, City Manager
51

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 Springfield, 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 COMMISSION, 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

1 APPROVING the Annual Maintenance Contract for Traffic Signals for Fiscal Year
2 2019-2020; accepting the bid of Ewing Signal Construction, LLC, in the
3 amount of \$149,035.00; and authorizing the City Manager to enter into
4 a contract with such bidder for the purpose of maintaining the City's
5 traffic signal infrastructure.
6 _____
7

8 WHEREAS, the City annually bids for the construction of traffic signal
9 infrastructure to supplement the City's maintenance responsibilities; and
10

11 WHEREAS, Ewing Signal Construction, is the lowest responsive and responsible
12 bidder for the proposed Annual Maintenance Contract; and
13

14 WHEREAS, bids for said Contract were solicited by advertisement in *The Daily*
15 *Events* from April 19, 2019, through April 23, 2019, and all bids were opened on May 7,
16 2019.
17

18 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
19 SPRINGFIELD, MISSOURI, as follows, that:
20

21 Section 1 – City Council hereby approves the Annual Maintenance Contract for
22 Traffic Signals for Fiscal Year 2019-2020, and accepts the bid of Ewing Signal
23 Construction, LLC, for said Contract, at the price and sum of \$149,035.00, except as
24 said sum may be lawfully increased or decreased by the actual quantities of work units
25 involved.
26

27 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
28 a contract with said bidder, said contract to be in substantially similar form to the
29 document attached hereto, and incorporated herein by this reference, as "Exhibit 1,"
30 and in accordance with the terms of the bid, the plans, and the specifications.
31

32 Section 3 – All workers performing work under the contract attached hereto as
33 "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: Achalee T. Weder, Assistant City Attorney

Approved for Council action: Jason A. Page, 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:

<u>Contractor</u>	<u>Bid Amount</u>
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:

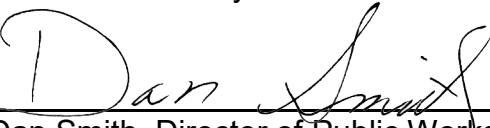
- Promote Public Safety
- Promote Economic Vitality

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:

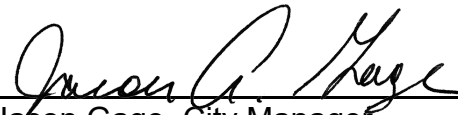

Kirk Juranas, Assistant Director of Public Works

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 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1167 FAX: (417) 864-1176 ATTN: TOM DANCEY, P.E., P.T.O.E. DEPT.: PUBLIC WORKS — TRANSPORTATION MGMT.		NAME: EWING SIGNAL CONSTRUCTION, LLC ADDRESS: 1730 N. GREGORY NIXA MO 65714 PHONE: (417) 724-9405 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/sovimunity.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.

COMPETITION 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

1 AUTHORIZING the City Manager, or his designee, to approve the plans and
2 specifications of the Environmental Services Parking and Material
3 Storage Building Project, to accept the bid of \$620,000.00, and to
4 enter into a contract with Branco Enterprises, Inc., for completion of
5 the Project.
6 _____
7

8 WHEREAS, the Clean Water Services division of Environmental Services ("ES")
9 is in need of covered storage space to protect equipment, trucks, and materials from
10 damage caused by weather and freezing elements; and
11

12 WHEREAS, the plans, specifications, and a cost estimate for the building were
13 prepared by BRP Architects; and
14

15 WHEREAS, bids were solicited for this project from April 11, 2019, through April
16 15, 2019; and
17

18 WHEREAS, Branco Enterprises, Inc, ("Branco"), is the lowest, responsible bidder
19 for the Environmental Services Parking and Material Storage Building Project
20 ("Project"); and
21

22 WHEREAS, funds for the Project will come from the Fiscal Year 2019 Clean
23 Water Services operating budget and are already budgeted.
24

25 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
26 SPRINGFIELD, MISSOURI, as follows, that:
27

28 Section 1 – The City Manager, or his designee, is hereby authorized to approve
29 the plans and construction specifications, and accept the bid of Branco for the cost of
30 labor and materials for the Project, for the sum set forth in said bid, and to do all things
31 necessary to carry out the intent of the Project, including the execution of the required
32 contracts set forth in the bid package.
33

34 Section 2 – All workers performing work under the aforementioned contract, shall
35 be paid a wage of no less than the prevailing hourly rate of wages for work of a similar
36 character in this locality or the public works contracting minimum wage, whichever is
37 applicable. The Contractor shall fully comply with the provisions and requirements of the
38 Missouri State Prevailing Wage Law. Contractors and any subcontractor performing
39 work under this contract must provide a 10-hour OSHA construction safety training
40 program, or similar program approved by the Department of Labor, for on-site
41 employees, unless employees demonstrate they previously completed the program.
42

43 Section 3 – This Ordinance shall be in full force and effect from and after
44 passage.
45

46 Passed at meeting: _____
47

48 _____
49 Mayor
50

51 Attest: _____, City Clerk
52

53 Filed as Ordinance: _____
54

55
56 Approved as to form: John Millington, Assistant City Attorney
57

58
59 Approved for Council action: Jason A. Page, 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:

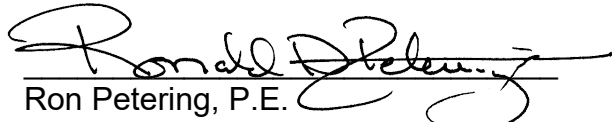
<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Branco Enterprises, Inc.	\$620,000.00
Bales Construction Company, Inc	\$688,000.00
KCI Construction Company	\$704,000.00
Architect's Estimate	\$605,326.00

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.

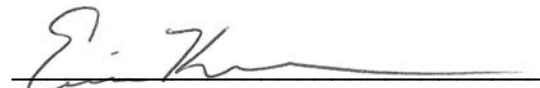
7. This project will be funded through the Fiscal Year 2019 Clean Water Services operating budget. A budget adjustment is not needed.

REMARKS: Environmental Services recommends passage of this Council bill.

Submitted by:


Ron Petering, P.E.
Assistant Director of Environmental Services

Recommended by:

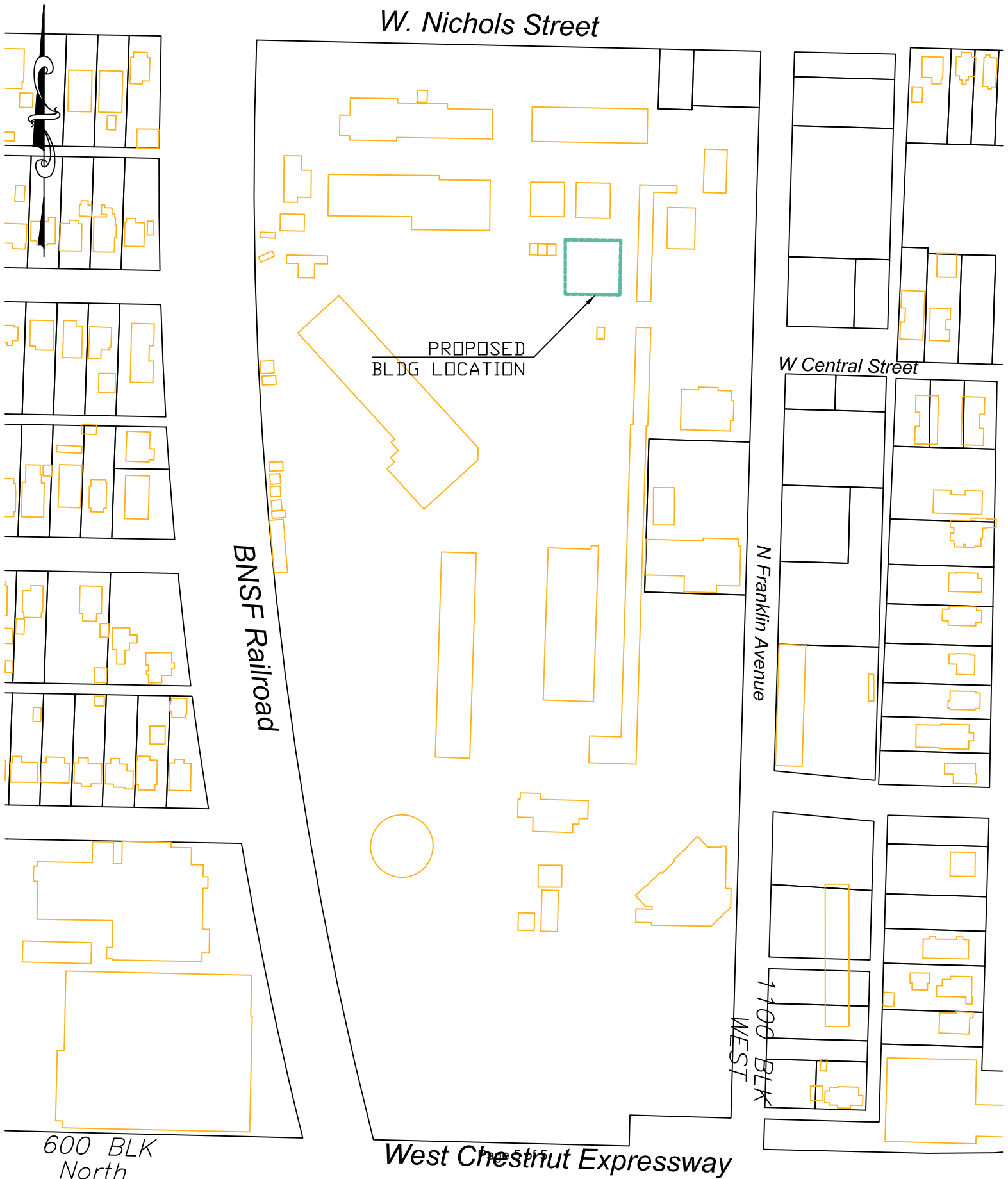

Errin Kemper, P.E.
Director of Environmental Services

Approved by:


Jason Gage
City Manager

ESPS - Parking and Material Storage Building

1111 W. Chestnut - Public Works Compound



One-rdg. _____
P. Hmgs. _____
Pgs. 22
Filed 06-11-19

Sponsored by McGull

COUNCIL BILL 2019- 140 RESOLUTION _____

A RESOLUTION

1 DESIGNATING the former Katz City Drug Store, located at 1735 South Glenstone
2 Avenue, as a Historic Site on the Springfield Historic Register.
3
4

5 WHEREAS, Paden Chambers, member of the Landmarks Board, requested that
6 the Landmarks Board nominate the property as a Historic Site on March 25, 2019; and
7

8 WHEREAS, Mr. Chambers submitted the nomination form, a copy of which is
9 attached and incorporated herein by this reference as "Exhibit B," and a letter of support
10 of the nomination from Kevin R. Evans, Ph.D., a copy of which is attached and
11 incorporated herein by this reference as "Exhibit D," and provided a statement of historic
12 significance with supporting photographs and citations which is attached and
13 incorporated herein by this reference as "Exhibit C;" and
14

15 WHEREAS, the Landmarks Board, at their meeting on May 22, 2019, reviewed
16 and recommended approval by a vote of 7 to 0, that the Katz City Drug Store, located at
17 1735 South Glenstone Avenue, be nominated as a Historic Site (see the Record of
18 Proceedings, a copy of which is attached hereto and incorporated herein by this
19 reference as "Exhibit A"); and
20

21 WHEREAS, the owner of the property, SCP 2006-C23-089 LLC, was notified of
22 the nomination and invited to submit comments; however, to date, the property owner
23 has not submitted comments regarding the nomination; and
24

25 WHEREAS, owner consent is not a requirement prior to listing on the Springfield
26 Historic Register.
27

28 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
29 SPRINGFIELD, MISSOURI as follows, that:
30

31 Section 1 – City Council hereby designates the former Katz City Drug Store,
32 generally located at 1735 South Glenstone, as a Historic Site on the Springfield Historic
33 Register.
34

35 Section 2 – This Resolution shall be effective from and after passage.

36
37 Passed at meeting: _____
38

39 _____
40 Mayor
41

42 Attest: _____, City Clerk
43
44

45 Filed as Resolution _____
46

47 _____
48 Approved as to form: Duke M. Donald, Assistant City Attorney
49

50 _____
51 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2019-140

FILED: 06-11-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt a resolution to designate the former Katz City Drug Store, located at 1735 South Glenstone Avenue, as a Historic Site on the Springfield Historic Register.

BACKGROUND INFORMATION:

Paden Chambers, member of the Landmarks Board, requested that the Landmarks Board nominate the property as a Historic Site on March 25, 2019. Mr. Chambers submitted the nomination form and provided a statement of historic significance with supporting photographs and citations (see attached Historic Significance narrative). The Landmarks Board initiated the public hearing process at their meeting on April 10, 2019.

The Landmarks Board, at their meeting on May 22, 2019, reviewed and recommended approval by a vote of 7 to 0, that the Katz City Drug Store, located at 1735 South Glenstone Avenue, be nominated as a Historic Site.

The owner of the property, SCP 2006-C23-089 LLC, was notified of the nomination and invited to submit comments. To date, the property owner has not submitted comments regarding the nomination.

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

REMARKS:

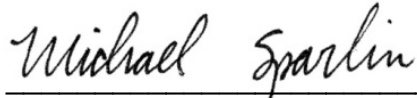
Passage of this resolution will designate the former Katz City Drug Store, located at 1735 South Glenstone Avenue, as a Historic Site on the Springfield Historic Register. Property designation as a Historic Site requires review by the Landmarks Board for any exterior alterations requiring a building 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 1735 South Glenstone Avenue meets the criteria for being designated as a Historic Site, as detailed in the attached Historic Significance narrative.

2. The designation of 1735 South Glenstone 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:



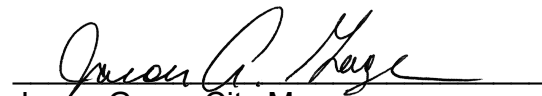
Michael Sparlin, Senior Planner

Recommended by:

Approved by:



Mary Lilly Smith, Director



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Nomination Form

Exhibit C, Historic Significance Narrative

Exhibit D, Letter from Delaware Neighborhood Association

Exhibit A

**RECORD OF PROCEEDINGS
Landmarks Board - May 22, 2019**

Local Historic Site Nomination Review:

1735 South Glenstone Avenue – Michael Sparlin noted that this Historic Site nomination has been submitted to the Landmarks Board.

Mr. Gary Bishop opened the public meeting.

Mr. Paden Chambers, 1643 E. Lombard Street, member of the Landmarks Board, who initially nominated this for the Local Historic Site will be recusing himself from the voting on the nomination but will be presenting information to the Landmarks Board and does not have any conflicts of interest.

Mr. Chambers gave out background information noting that it was constructed during a period of substantial growth and it was a former Katz City Drug Store and has significant example of commercial architectural design of the 1960's. It was designed by the renowned architectural firm of Kivett & Myers & McCallum and has proven to be an enduring local architectural landmark. He also noted that the structure is eligible for historic preservation tax credits through a listing on the National Register of Historic Places due to its architectural significance and age (50+ years). Mr. Chambers continued to summarize the historic narrative attached to the nomination form.

Mr. Gary Bishop closed the public meeting.

Mr. Justin Stanek questioned whether the property owners have responded due to the lack of contact.

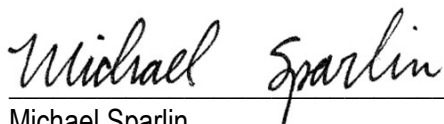
Mr. Sparlin noted that he had sent out 4/5 letters to the owners as listed on the Greene County Assessor and Missouri Secretary of State Business Entity search web page, and the listed Real Estate agent, however we have not received any communication back.

Mr. Stanek also asked if they were contacted by certified mail or just regular mail.

Mr. Sparlin noted that it was regular mail.

Mr. Duke McDonald reviewed the Landmarks Board Rules of Procedure and Zoning Ordinance and it does not specify certified mail or regular mail on these types of letters.

Mr. Justin Stanek motioned to **approve** 1735 S. Glenstone Avenue for historic site nomination. Nancy Crandall seconded the motion. The motion carried as follows: Ayes: Gary Bishop (Chair), Justin Stanek (Vice-Chair), Kent Brown, Layne Hunton, Kaitlyn McConnell, Nancy Crandall, and Richard Crabtree. Nays: None. Abstain: None. Absent: Paul Lewis. Paden Chambers recused himself.



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 : SCP 2006-C23-089 LLC 8587-01 - C/O CVS Pharmacy Property Tax Dept.

Address : 1 CVS Dr. Woonsocket, RI 02895

2. Title/Name of Property

CVS Pharmacy - Katz City

3. Location/Address of Property

1735 S. Glenstone Ave. Springfield, MO

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

Commercial

Educational

Entertainment

Government

Industrial

Military

Museum

Park

Private residence

Religious

Scientific

Transportation

Other: Vacant

5. Description

Condition

Check One

Check One

☐ excellent

☒ good

☐ fair

☐ deteriorated

☐ ruins

☐ unaltered

☒ altered

☒ original site

☐ moved date: _____

If known, describe the original physical appearance. Describe the present physical appearance. Use a continuation page if necessary.

6. Significance

Date built : **July 31, 1961 - December 1, 1961 (124 calender days)**

Builder/Architect : **Architect - Kivett & Myers & McCallum (Builder Bramer Construction Co.)**

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.

**See attached written nomination
for significance criteria.**

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).

7. Nomination by

Name : Landmarks Board of the City of Springfield - The Landmarks Board requested member Paden L. Chambers to prepare nomination at the 04/10/19 meeting.

Address : _____

City of Springfield Missouri - Historic City Hall, 830 Boonville Ave. Springfield, MO 65802

8. Landmarks Board Approval

Date : _____

Exhibit C

Katz City Drug Store – Store #46

Architect: Kivett & Myers & McCallum

Builder: Bramer Construction Company

Completion Date: December 1961

Building Type: Commercial

Location: 1735 S. Glenstone Ave.



Constructed during a period of substantial growth within the city of Springfield (Fig. 1), the former Katz City Drug Store #46 located at 1735 S. Glenstone Avenue is a significant example of commercial architectural design of the 1960's that served as a recognizable brand of cleanliness and modernity to the Katz Drug Company. Designed by the renowned architectural firm of Kivett & Myers & McCallum, the combination of innovative building materials and unique tectonic connections, has proven to be an enduring local architectural landmark worthy of recognition and preservation (Fig. 2).

Founded in 1914 by newspaper and fruit stand owners Isaac (Ike) and Mike Katz, (Fig. 3) Katz Drug Company would begin in two locations in downtown Kansas City and following 57 years of business would occupy 65 stores in five states. Known for its extensive selection of deeply discounted products, the stores iconic black cat logo was only surpassed by its streamlined store designs by the Kansas City architecture firm of Kivett & Myers¹. A nephew of Ike and Mike Katz, Clarence Kivett would serve as chief architect of the chain beginning in 1934 with the design of the Main and Westport corner store in downtown Kansas City (Fig. 4). Architect Ralph Myers would join the firm in 1940 and in addition to numerous Katz Drug projects, the firm would design several Kansas City landmarks including the Kansas City International Airport, Truman Sports Complex (Kauffman and Arrowhead Stadiums) the Missouri State Office Building and numerous university campus buildings.² (Fig. 5-10).

After an extensive site investigation by Katz executives beginning in February 1961, Kivett & Myers & McCallum were tasked with designing the company's largest drugstore at the southwest corner of Glenstone Avenue and Portland Street in Springfield Missouri. (Fig. 11) The site was selected due to its proximity to the Glenstone and Sunshine intersection as well as its adjacency to the growing Southwest quadrant of Springfield.³ Described by board chairman Michael Katz, the Springfield store would represent *"the most ambitious and spectacular venture in the firm's history."* The superstore would be sited on a lot measuring 525 feet wide by 443 feet deep and encompass 74,500 square foot space, becoming the company's largest drugstore following the completion of two 50,000 square foot facilities in Florissant Missouri and Topeka Kansas.

Kivett & Myers & McCallum began design documents in April 1961 with ground being broken for the facility on July 31st of the same year. Bramer Construction Company was awarded the \$500,000.00 contract and employed such local subcontractors as E.R. Compton Lumber, Lee Savage Painting, Glenstone Block Company, Arthur White Concrete, Queen City Roofing and Paul Muller Company. Constructed in one hundred and twenty-four days the

¹ A graduate of MIT, architect Angus McCallum worked with Kivett & Myers between 1951 and 1961.

² Kivett & Myers & McCallum would also design Temple Hall on the campus of Southwest Missouri State College (MSU). The cast-in-place concrete science facility known for its open atrium and floating staircase was completed in 1971.

³ The two-acre drugstore site was part of the former Sansone Orchard, a 20 acre parcel purchased by Charles Sansone in 1909. A portion of the orchard would also become nine holes of the Springfield Country Club.

drugstore was completed on December 1st 1961 and formally opened six days later on December 7th following the employment of over 200 store clerks and staff to sell more than 50,000 items across fifty departments. (Fig. 12) The immense square footage of the store was only surpassed by the project statistics published by *The Springfield News-Leader* including the use of 120,000 bricks, 540,000 pounds of structural steel, 35,100 cubic feet of concrete, two miles of continuous light bulbs, fifty miles of electrical wiring and parking to accommodate more than 1,000 vehicles. (Fig. 13-14) The most striking feature of the store was the design of the 260-foot façade fronting Glenstone Avenue, becoming the most recognizable storefront within the city due to its covered canopy and expansive wall of glass, providing an unobstructed view into the entirety of the store. (Fig. 15)

Clad in brick masonry on the north, south and west elevations, the east elevation was constructed of a structural glazing system the entirety of its length from floor to ceiling only interrupted by spandrel panels at the north and south ends. Used for the first time in Springfield, the glass panels were held in place with structural neoprene glazing gaskets, a highly durable material engineered as flame, oil and chemical resistant originally developed by the automotive and aviation industries for use in car and aircraft windshields. This innovative material allowed for the 20-foot-tall façade to be broken up into two panels of glass divided by a single horizontal mullion and supported by a series of vertical mullions spaced evenly along the façade. (Fig. 16-17) Just as imposing, was the 280-foot-long steel canopy covering the front sidewalk and store entrances consisting of a series of ten segment folded plates. (Fig. 18-20) The canopy was supported by a series of paired steel columns running parallel to the east wall with 11 on the exterior and 11 interior penetrating the roof structure. Each column contained two steel inverted supports, sloped towards the centerline of the column and supporting the folded plates of the canopy. Suspension cables provided additional support by tying the ridges of the canopy structure to the adjacent columns, giving the canopy the appearance of hovering over the façade.

Aside from the addition of opaque window film to the storefront system and signage modifications, the structures exterior has remained unchanged followings its completion in 1961, even retaining its original use as a drug store/pharmacy for over five decades. Katz Drug would occupy the structure until 1971 when the company merged with Skaggs Drug Company and rebranded the store as a Skaggs Thrifty City. Skaggs was purchased in 1984 by Jewel Companies, the parent corporation of Osco Drug which operated a store at this location until 2007 when it was purchased by CVS Corporation. CVS operated a pharmacy at this location until 2019 when it was announced the store would close on April 1st of this year. The future of the former Katz City structure is uncertain, though its importance to the history of Springfield in terms of its architectural significance is evident and worthy of preservation. The structure is eligible for historic preservation tax credits through a listing on the National Register of Historic Places due to its architectural significance and age, having exceeded 50 years old. Just as the drug stores design was utilized as a branding technique upon its completion, national corporations are seeing the value in the preservation of historic buildings and their use as a potential store location as well as a marketing tool.

Located at the corner of State and Madison in the Chicago Loop, the Carson, Pirie, Scott and Company Building is a twelve-story department building designed by Louis Sullivan and completed between 1898 -1899. (Fig. 21) The store was constructed with an all steel structure allowing for large panes of glass accented by an opulent bronze plated cast iron façade with terra cotta details. (Fig. 22) The ornate structure was Listed as National Historic Landmark in 1970 and Chicago Landmark in 1975 allowing historic tax credits to be utilized in its restoration as the Sullivan Center between 2001 and 2012. In 2012, the Target Corporation announced the opening of a store in the historic flagship first and second floor space in the heart of The Loop to positive reviews. (Fig. 23) As noted by the *Chicago Tribune*, the success of the project revived the building as a living landmark, not a frozen museum piece through clean design while being sensitive to the historic character of the structure.

Bibliography

Burnes, Briane, Steve Katz, and Carol Powers. *The Kings of Cut Rate: The Very American Story of Isaac and Michael Katz*. Kansas City: Kansas City Star Books, 2011.

Dumay, Jan. "The Enduring Legacy of Katz Drug Stores." *435: Kansas City's Magazine*, August 2014: <http://www.435mag.com/August-2014/The-Enduring-Legacy-of-Katz-Drug-Stores/>.

Gounley, Thomas. "Built to be Katz City, now the largest CVS." *Springfield News-Leader*, November 25, 2014: <https://www.news-leader.com/story/news/local/ozarks/2013/11/25/built-to-be-katz-city-now-the-largest-cvs-in/77386694/>.

Kamin, Blair. "Retailer right on Targer." *Chicago Tribune*, July 26, 2012: <https://www.chicagotribune.com/news/ct-xpm-2012-07-26-ct-met-target-kamin-0726-20120726-story.html>.

Springfield Leader and Press staf. "Katz Drug Officals Viewing Sites Here." *Springfield Leader and Press*, February 24, 1961: 5.

Springfield Leader and Press staff. "Bramer Bid Low on Katz Store." *Springfield Leader and Press*, July 8, 1961: 8.

—. "Katz Leaders Plan Opening." *Springfield Leader and Press*, November 27, 1961: 13.

—. "Katz to Build Its 'Biggest' in City." *Springfield Leader and Press*, April 5, 1961: 1.

—. "Over 200 Employs In New Katz Store." *Springfield Leader and Press*, November 12, 1961: 46.

—. "Robbon Cut, New Katz Formally Opens Doors." *Springfield Leader and Press*, December 7, 1961: 72.

The Springfield News-Leader staff. "\$500,000 Katz Drugstore Groundwork Starts Monday." *The Springfield News-Leader*, July 29, 1961: 7.

—. "Katz Opening Ceremony Held." *The Springfield News-Leader*, December 8, 1961: 41.

The Springfield News-Leader. "Katz Drug Firm Leases Site For New Store on Glenstone." *The Springfield News-Leader*, April 6, 1961: 17.

—. "Katz Leaders Plan Opening." *The Springfield News-Leader*, November 27, 1961: 5.



Figure 1 - Katz City – Store #46 - December 1961 (Dave Aldrich Collection)



Figure 2 - Photo by Jason Bondy – 2012 – Mid-Century Modern Tumblr
<http://midcenturymodernfreak.tumblr.com/post/71531726833/then-now-built-in-1961-for-kansas-city-based>

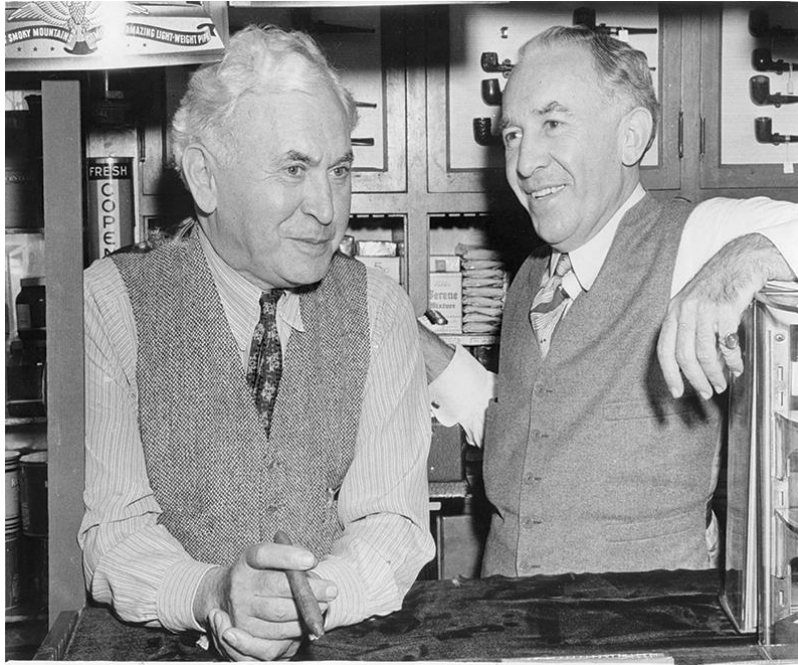


Figure 3 - Ike and Mike Katz (435 Magazine & Jan Dumay)



Figure 4 – Katz Drugstore Postcard – Main St. and Westport Rd. Kansas City, MO
Architect – Clarence Kivett – 1934



Figure 5 - Katz Hall – UMKC Campus – 1961
Kivett and Myers (Courtesy KC Modern)



Figure 6 – Metcalf Bank – Overland Park, Kansas
Kivett and Myers (Courtesy KC Modern)

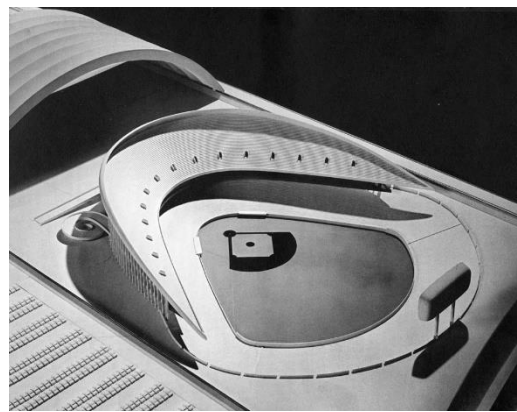
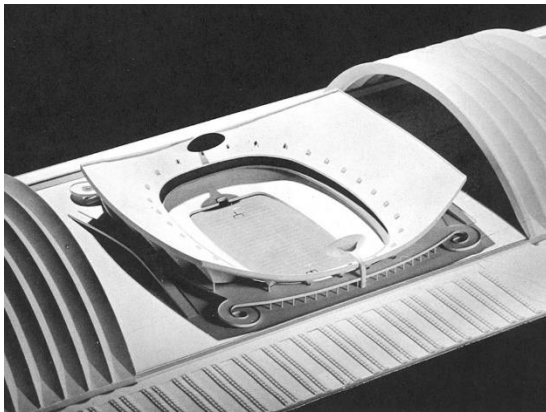


Figure 7 & 8 – Concept Models for Truman Sports Complex with Rolling Roof
(Kauffman and Arrowhead Stadium) – 1968 by Kivett and Myers (Courtesy KC Modern)

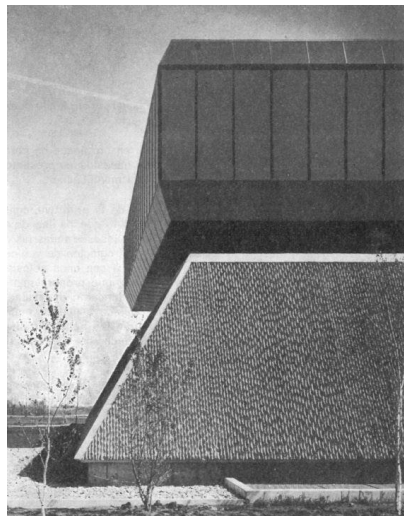
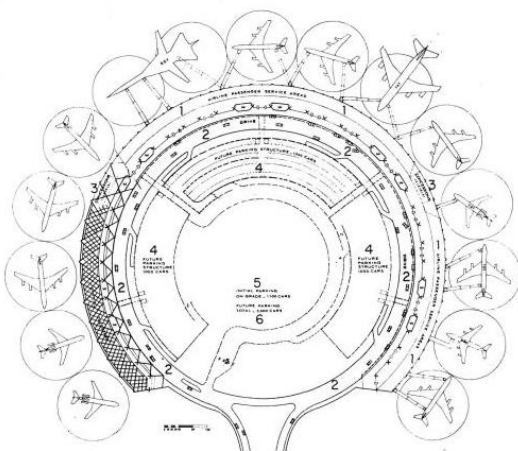


Figure 9 & 10 – Kansas City International Airport Terminal Plan and Control Tower Detail
Informes de la Construcción Volume 28 – December 1975 by Kivett and Myers



Figure 11 – Katz Drug Rendering by Kievtt & Myers & McCallum
Springfield Leader and Press – November 12, 1961

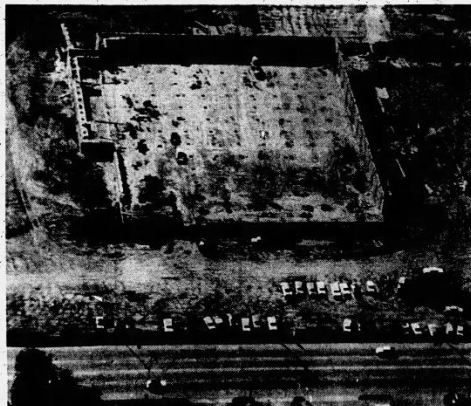


Figure 12 – Katz Discount City – December 1961 Photos used with the permission of the Springfield News-Leader.
Photos may be shared but cannot be downloaded and used for any commercial purpose

BUILT WITH PRIDE!



As general contractor, the BRAMER CONSTRUCTION COMPANY is proud of its part in bringing the new Katz Store to this community for we feel it will contribute materially to the economic welfare of the entire Southwest Missouri area. Certainly, too, we can be pardoned for modestly pointing to our own achievements, for this 74,500 square foot structure was erected in 124 calendar days. The first shovel of earth was turned July 31 and last Friday (Dec. 1), the construction work had been completed, store shelves were stocked and Katz was ready for business.



OUT OF THE GROUND

A Job Well Done . . .

As part of the "team" which helped construct the Katz building we, too, extend greetings to this new concern in our community and express the opinion that it will be of immeasurable value in boosting the economy of the entire Ozarks.

The technical skills required under our contract to install plumbing, heating and air conditioning are familiar to most residents of Springfield, and we would be happy to be selected to coordinate our own crew for the speed and cooperation necessary in accomplishing this job.

A background of experience qualifies our company for such major installation, and we are happy to have shared in the Katz construction project.

Remember . . .

"Invest in Comfort"

J. B. McCarty Plumbing & Heating Co.

1700 College Street

UN 6224

Pardon Our Pride . . .

Over 2 Miles of Continuous Light Bulbs . . .

Fifty Miles of Electric Wiring . . .

There has been our contribution in 65 working days to the rapid construction of the new Katz Store.

We are happy to have shared in this great building project on the electrical contractor team firmly believing Katz will find a warm welcome in our growing, thriving community.

If you want reliable, speedy electrical service . . .

We Stand on Our Record

DAMERON ELECTRIC COMPANY

47 East Commercial

Telephone: UN 2208

Pioneer in the Electrical Industry in the Ozarks

Completion of the Katz Store in record time was made possible by excellent coordination and the cooperation of our employees, our associates and the sub-contractors. We salute the sub-contractors and architects, listed below, who join with us in this message of best wishes to this new Springfield business.

Kennedy Brick & Steel Co.
634 East Phelps
Hollow Metal Doors, Frames, Masonry Material

E. H. Compton Lumber Co.
510 South Campbell
Lumber

Masters-Jackson Paving Co.
1850 East Sunshine
Asphalt Paving

Harding-Kindall Glass, Inc.
221 St. Louis St.
Glass, Glazing, Showroom Entrances

Queen City Roofing & Contracting Co.
1830 West Walnut
Roofing and Roof Insulation

Reynolds Mfg. Co.
600 Prospect
Steel Joists, Metal Deck, Reinforcing Steel

Paul Mueller Co.
1616 West Phelps
Structural Steel

Concrete Co. of Springfield
510 Sherman
Ready-Mix Concrete

Bridges & Co.
1843 East Sunshine
Excavation and Grading

Overhead Door Co.
1419 East Central
Overhead Doors

J. V. Smith Heating & Sheet Metal Co.
316 East Central
Sheet Metal Work

Glenstone Block Co.
928 South Glenstone
Concrete Blocks

Lee Savage Painting Co.
1619 East Grand
Painting

Arthur White
2549 East Sunshine
Concrete Work

Kivett & Myers & McCallum
Kansas City, Mo.
Architects

BRAMER CONSTRUCTION CO.
1701 West Walnut
UN 5-2884

Figure 13 – Springfield Leader and Press – December 6, 1961

Katz Firm Opens Largest Store Here



Up-to-Date Style At Discount City

Contemporary designs of gleaming glass and brick in the largest of all Katz Discount stores, opening this week in Springfield, have supplanted the green turf of the old orchard once located at Glenstone Avenue and Sunshine Street.

The latest and largest of the 10 on a brilliantly lighted asphalt lot, surfaced parking lot, surrounded by a seven-acre tract of land leased from D. B. Samson. Old-time residents of Springfield will remember the disastrous fire of 1926 which destroyed the city's largest department store, the one which destroyed the city's largest department store.

Katz Discount City continues the pioneer spirit of the late Charles Katz, who with many improvements in building construction. For the first time in Springfield, the Katz building will demonstrate the use of structural neoprene glass, a synthetic rubber striping which gaskets on all glass. Nowhere is a synthetic rubber striping which gaskets on all glass. Nowhere is a synthetic rubber striping which gaskets on all glass.

For many years, the Samson estate glass in the same manner as the windshield of automobiles are held in place.

Continuing the Katz policy of the latest in architectural design, the steel framed plate canopy over the Glenstone Avenue entrance, the last nine holes located in the area of Glenstone Avenue and Sunshine Street.

In 1926, D. B. Samson made a gift of acreage to the American Red Cross for construction of a building to serve the agency, now located at 1728 East Portland. More than 75,000 square feet of shopping space will be provided in the vast new Katz store, through-out the use of 120,000 bricks, 500,000 pounds of reinforcing and structural steel, and 25,000 cubic feet of concrete. Acres of parking will be provided.

Brilliantly Lighted Katz Store Glitters at Night
As Shoppers Throng Its Spacious Auto Parking Lot



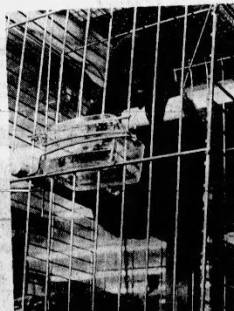
'Backbone' of Katz' New Discount City
Is Gleaming Prescription Department



Endless Vistas of Attractively-Displayed
Merchandise Fascinate Shoppers at Katz



A Pert Mannequin Welcomes Shopper-Visitors
To Discount City's Ladies' Wear Section



Appealing Monkey Just One
Of Live Pets Katz Offers



Snack Bar and Soda Fountain Invite
Hungry Shoppers to Take a Break

Figure 14 - Springfield Leader and Press - December 6, 1961



Figure 15 – Katz City -1961 Courtesy Mid-Century Modern Tumblr
<http://midcenturymodernfreak.tumblr.com/post/71531726833/then-now-built-in-1961-for-kansas-city-based>



Figure 16 – East Elevation of CVS Pharmacy – Photo courtesy of GoogleMaps



Figure 17 – Northeast Corner of CVS Pharmacy – Photo courtesy of GoogleMaps



Figure 18-20 – CVS Pharmacy present day – Photo by Author



Figure 21 – Carson, Pirie, Scott and Company Building by Louis Sullivan 1898-1899 - Courtesy of City of Chicago Landmarks



Figure 22 - Carson, Pirie, Scott and Company Building cast iron detailing. Photo courtesy of Dauvit Alexander.



Figure 23 - Carson, Pirie, Scott and Company Building – State and Madison Target Store
Photo Courtesy of Walsh Construction

Exhibit D



DELAWARE NEIGHBORHOOD ASSOCIATION

1551 East Portland Street, Springfield, MO 65804 • Phone: 417-888-0288 • Email: delawareneighborhood@gmail.com • Follow us on Facebook: <https://www.facebook.com/groups/DelawareNeighborhood/>

April 3, 2019

Dr. Kevin Ray Evans, President
Delaware Neighborhood Association
1551 E. Portland St.
Springfield, Missouri 65804
(417) 888-0288

City of Springfield Landmarks Board
Busch Municipal Building
840 Boonville Ave.
Springfield, Missouri 65802

Re: Letter of support for nomination of Katz Drug Store as a Springfield architectural landmark and historic site

Dear Chair and Members of the Board,

On behalf of the Officers, Board, and general members of the Delaware Neighborhood Association (DNA), I write this letter in support of the nomination of the "Katz City Store" building as a historic site at 1735 S. Glenstone Ave. Those of us who live in the neighborhood not only have enjoyed the convenience of a neighborhood drug store, we appreciate the mid-Century charm and *avant garde* appearance of the structure, especially the long, suspended awning that covers the entrances and front walkway. It is an icon synonymous with the mid-20th Century history of our neighborhood (comparable to Mexican Villa on National Avenue). We feel it is crucial to see it preserved.

CVS, the current occupant, closed the doors to their business on April 1, and it brings to attention our neighborhood's very strong desire to see a responsible tenant or new owner, who will take on the custodial role of preserving the historic character of the building. To us, its importance rests in the architectural history, post-WW II development of Springfield, and its importance as a landmark of Delaware neighborhood.

Best regards,



Kevin R. Evans, Ph.D.
cc: Jeff Bossard-Sims, Secretary, DNA; Paden Chambers

DELAWARE NEIGHBORHOOD ASSOCIATION • OUR MISSION

We, the members of the Delaware Neighborhood Association, who share a love for the area that we call 'home,' will work to build community and to improve the aesthetic appearance, health and safety, and overall quality of life in our neighborhood.

One-rdg. _____
P. Hmgs. _____
Pgs. 3
Filed 06-11-19

Sponsored by: McClure

COUNCIL BILL 2019- 141 RESOLUTION _____

A RESOLUTION

1 INITIATING amendments to the Springfield Land Development Code to consider
2 adding a requirement for owner consent or involvement on the
3 designation of Historic Sites, Historic Landmarks, Interior Landmarks and
4 Historic Districts.
5 _____
6

7 WHEREAS, property owner consent is not currently required for nomination as a
8 Historic Site, Historic Landmark, Interior Landmark or Historic District; and
9

10 WHEREAS, City Council is considering requiring property owner consent or
11 involvement when determining designation of Historic Sites, Historic Landmarks, Interior
12 Landmarks, and Historic Districts.
13

14 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
15 SPRINGFIELD, MISSOURI, as follows, that:
16

17 Section 1 – The City Manager, or his designee, is hereby directed to prepare
18 amendments to the Springfield Land Development Code to address adding a
19 requirement for property owner consent in the designation of Historic Sites, Historic
20 Landmarks, Interior Landmarks, and Historic Districts.
21

22 Section 2 – Amendments shall be transmitted to the Planning and Zoning
23 Commission for the Commission's report and recommendation, as provided in Sec. 36-
24 367.
25

26 Section 3 – This Resolution shall be effective from and after passage.
27

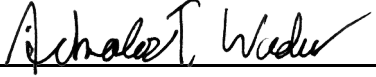
28 Passed at meeting: _____
29

30 _____
31 Mayor
32

33 Attest: _____, City Clerk
34

35 Filed as Resolution _____

36

37 Approved as to form: , Assistant City Attorney

38

39

40 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019-141

FILED: 06-11-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: A resolution to initiate amendments to the Springfield Land Development Code to consider adding a requirement for owner consent or involvement on the designation of Historic Sites, Historic Landmarks, Interior Landmarks and Historic Districts.

BACKGROUND INFORMATION: The Zoning Ordinance establishes four types of historic designation – Historic Site, Historic Landmark, Interior Landmark and Historic District. Nominations for each type of historic designation may be made in the following manner:

- Resolution of either the City Council, Landmarks Board, or Planning and Zoning Commission;
- For a Historic Site, Historic Landmark, or Interior Landmark, nomination by the owner or owners of all fee interests in the property, or their authorized agent(s);
- For a Historic District, nomination by verified petition of the owners or authorized agents of at least 30 percent of the property within the proposed district as measured by the land area of such property.

Property owner consent is not required for nomination as a Historic Site, Historic Landmark, Interior Landmark or Historic District; however, the property owner is notified of the pending nomination prior to review by the Landmarks Board, Planning and Zoning Commission, and City Council.

The approval of this Resolution only initiates the process to prepare an amendment to the Zoning Ordinance. The action to adopt the amendment will follow the normal public notification and review process, including review by the Landmarks Board and public hearings before Planning and Zoning Commission and City Council.

REMARKS: Planning and Development Staff recommend approval

Submitted and Recommended by:

Approved by:


Mary Lilly Smith, Director


Jason Gage, City Manager

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 06-14-19

Sponsored by: Council

COUNCIL BILL 2019- 151 RESOLUTION

RESOLUTION

1 AFFIRMING City Council's intent to work with community partners to seek a
2 workable solution to the economic harms and predatory practices of
3 the payday and car title loan industry.
4 _____
5

6 WHEREAS, the lending and marketing practices of the payday and car title loan
7 industry result in serious financial hardships to some of the City's citizens, particularly its
8 elderly and low-income citizens, from which they cannot readily extract themselves; and
9

10 WHEREAS, payday and title loans can perpetuate poverty and can increase
11 dependency upon public financial assistance, housing, health care, and social services;
12 and
13

14 WHEREAS, City Council recognizes the economic harms and predatory
15 practices of the payday and car title loan industry is a significant issue affecting the
16 citizens and the economic vitality of our community; and
17

18 WHEREAS, City Council desires to work with community partners to seek a
19 workable solution to the problems created by the payday and car title loan industry.
20

21 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
22 SPRINGFIELD, MISSOURI, as follows, that:
23

24 Section 1 – City Council hereby affirms its intent to work with community partners
25 to seek a workable solution to the economic harms and predatory practices of payday
26 and car title loans.
27

28 Section 2 – This Resolution shall be in effect immediately upon adoption.
29

30 Passed at meeting: _____

31

32

33

34

Mayor

35

36 Attest: _____, City Clerk

37

38

39 Filed as Resolution: _____

40

41

42 Approved as to form: Rhonda Lewaden, City Attorney

43

44

45 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 151

FILED: 06-14-19

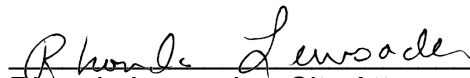
ORIGINATING DEPARTMENT: Law

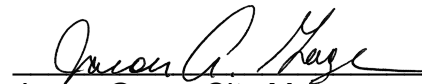
PURPOSE: To affirm City Council's intent to work with community partners to seek a workable solution to the economic harms and predatory practices of the payday and car title loan industry.

BACKGROUND INFORMATION: The lending and marketing practices of the payday and car title loan industry result in serious financial hardships to some of the City's citizens, particularly its elderly and low-income citizens, who have trouble paying off their loans. Payday and car title loans can perpetuate poverty and can increase dependency upon public financial assistance, housing, health care, and social services, thereby harming the City's citizens and the economic vitality of our community. City Council recognizes that the economic harms and predatory practices of the payday and car title loan industry are a significant issue affecting the citizens of Springfield and desires to affirm its intent to work with community partners to seek a workable solution to the problems created by the payday and car title loan industry.

Submitted by:

Approved by:


Rhonda Lewsader, City Attorney


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed 06-11-19

Sponsored by Ollis, Hosmer,
Lear, and McGull

First Reading _____

Second Reading _____

COUNCIL BILL 2019-142

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 58, 'Health and Sanitation,' by adopting
2 Article XII, 'Tobacco 21 Act,' in order to prohibit the sale of tobacco
3 products, alternative nicotine products, and vapor products to anyone
4 under 21 years of age; and amending Chapter 78, 'Offenses and
5 Miscellaneous Provisions,' by amending Section 78-5, 'Sale of tobacco
6 products to persons under 18 years of age,' Section 78-6, 'Sale of tobacco
7 products through vending machines,' and Section 78-7, 'Packaging of
8 tobacco products; distribution of free samples; manner of display and
9 sale," and moving said sections to Chapter 58 as part of the Tobacco 21
10 Act. (Recommended by Plans and Policies Committee.)
11 _____
12

13 WHEREAS, the use of tobacco products contributes to lung disease, heart
14 disease, and mental health issues, all of which have been identified by the Springfield-
15 Greene County Health Department as priority health issues; and
16

17 WHEREAS, data demonstrates that 96 percent of current adults who smoke
18 started using tobacco before the age of 21, and 65 percent of youth who use e-
19 cigarettes reported using other tobacco products in the last month; and
20

21 WHEREAS, the Institutes of Medicine found that programs like Tobacco 21
22 reduce smoking rates by 25 percent in those 15 to 17 years of age and 15 percent
23 among those 18 to 20 years of age. This reduction in youth initiation of tobacco
24 products will result in less tobacco-related illness and death within the City of
25 Springfield.
26

27 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
28 SPRINGFIELD, MISSOURI, as follows, that:
29

30 Section 1 – The Springfield City Code Chapter 78, 'Offenses and Miscellaneous
31 Provisions' is hereby amended by moving Section 78-5, 'Sale of tobacco products to
32 persons under 18 years of age,' Section 78-6, 'Sale of tobacco products through
33 vending machines,' and Section 78-7, 'Packaging of tobacco products; distribution of

free samples; manner of display and sale,' to Chapter 58, as part of the Tobacco 21 Act, and amending said sections as set forth in Section 2 below.

Section 2 – The Springfield City Code, Chapter 58, 'Health and Sanitation' is hereby amended by adopting Article XII, "Tobacco 21 Act" as follows:

(Note: Language to be added is underlined; language to be deleted is ~~stricken~~.)

Article XII. – TOBACCO 21 ACT

Sec. 58-1050. – Title.

This Article shall be known as the "Tobacco 21 Act."

Sec. 58-1051. - Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alternative Nicotine Product means any non-combustible product containing nicotine that is intended for human consumption, whether chewed, absorbed, dissolved or ingested by any other means. The term does not mean any vapor product, tobacco product or any product regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the Food, Drug and Cosmetic Act or any amendment thereto.

Department means the Springfield-Greene County Health Department.

Proof of age means a driver's license or other documentary or written evidence that the individual is 21 years of age or older.

Samples means a tobacco product, alternative nicotine product or vapor product distributed to members of the general public at no charge for purposes of promoting the product.

Sampling means the distribution of samples to members of the general public in a public place.

Tobacco or Tobacco Products means any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco, and also means smokeless tobacco products, hookah tobacco and cigarette papers. The term does not include alternative nicotine or vapor products.

Vapor Product means any non-combustible product with or without nicotine that employs a heating element, power source, electronic circuit or other electronic,

chemical means, regardless of shape or size, which can be used to produce vapor with or without nicotine in a solution or other form. The term includes any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe or similar product or device, and any vapor cartridge or other container of nicotine in a liquid solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe or similar product or device. The term does not include alternative nicotine or tobacco products.

Vending machine means any mechanical, electric or electronic self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco products, alternative nicotine products, or vapor products.

Sec. ~~58-1052~~78-5. - Sale of tobacco products to persons under ~~21~~18 years of age.

It shall be unlawful for any person to give, barter, sell, cause to be sold, buy for, distribute samples of or furnish in the City ~~cigarettes, cigarette wrappers, chewing tobacco, cigars, tobacco or any other tobacco products, alternative nicotine products, or vapor products to any person under 21 years of age a minor. For purposes of this section, a minor shall be deemed to be a person under 18 years of age.~~

Sec. 58-1053. - Proof of age.

A person selling or distributing tobacco products, alternative nicotine products, or vapor products shall require proof of age from any prospective purchaser or recipient unless such person has reasonable and certain knowledge that the prospective purchaser or recipient is 21 years of age or older.

Sec. 58-1054. - Sign required for sale of tobacco products, alternative nicotine products, and vapor products.

It shall be unlawful for any person to give, barter, sell, cause to be sold, distribute, furnish or permit the sale or distribution of tobacco products, alternative nicotine products, or vapor products, unless the premises upon which such items are sold or distributed prominently displays a sign which shall contain in red lettering at least one-half inch high on white background:

"IT IS A VIOLATION OF THE LAW FOR TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, OR VAPOR PRODUCTS TO BE SOLD TO ANY PERSON UNDER THE AGE OF 21."

Sec. ~~58-1055~~78-6. - Sale of tobacco products, alternative nicotine products, or vapor products through vending machines.

- (a) *Prohibited.* Except as otherwise provided under this section, it shall be unlawful for any person to sell ~~cigarettes, cigars, pipe tobacco and smokeless tobacco, or tobacco products, alternative nicotine products, or~~

~~vapor products that are suitable for dipping or chewing~~, through a vending machine.

(b) *Definition.* For purposes of this section, the term “vending machine” means any mechanical, electric or electronic self-service device which, upon the insertion of money, tokens or other form of payment, automatically dispenses tobacco products, alternative nicotine products, or vapor products.

(c) *Exceptions.* ~~Vending machines are permitted if that are located in facilities where the retailer ensures that no person younger than 18 years of age is present or permitted to enter at any time are permitted.~~

(1) In areas of factories, businesses, offices or other places that are not open to the public;

(2) In places that are open to the public but to which persons under the age of 21 years are denied access;

(3) In other places, but only if the machine:

a. Is under the continuous active supervision of the owner or lessee of the premises or an employee thereof; or

b. Can be operated only by the activation of an electronic switch by the owner or lessee of the premises or an employee thereof prior to such purchase; and

c. Is inaccessible to the public when the establishment is closed.

(4) In any place where continuous active supervision of a vending machine, or activation of an electronic switch, is required by subsection (c)(3) of this section, the person responsible for that supervision or the activation of the switch shall demand proof of age from a prospective purchaser unless such person has reasonable and certain knowledge to believe that the prospective purchaser is 21 years of age or older.

Sec. ~~58-105678-7~~. – Packaging of tobacco products; distribution of free samples of tobacco products, alternative nicotine products, or vapor products; manner of display and sale.

It shall be unlawful for any person, including any retailer, or their agent, to:

(1) ~~Sell cigarettes or smokeless tobacco products~~ except in the original

package distributed by the manufacturer.

- (2) Distribute or cause to be distributed any free samples of cigarettes or smokeless tobacco products, alternative nicotine products, or vapor products.
- (3) Sell cigarettes and smokeless tobacco products, alternative nicotine products, or vapor products in any way except in a direct, face-to-face exchange between the retailer and the consumer. Retailers shall display, store and hold for sale the tobacco products, alternative nicotine products, or vapor products in such a manner that they are accessible only to employees of such retailer.

Sec. 58-1057. - Enforcement.

- (a) The Department shall have the authority to enforce this Article in a manner that can reasonably be expected to reduce the extent to which tobacco products, alternative nicotine products, or vapor products are sold or distributed to persons under the age of 21 years and shall conduct a minimum of one random, unannounced enforcement check per year at locations where tobacco products, alternative nicotine products, or vapor products are sold or distributed, which will be a compliance check involving a person under the age of 21 years.
- (b) Persons under the age of 21 years may be enlisted to test compliance with sections 58-1052 and 58-1054 to 58-1056; provided, however, that persons who are under the age of 18 may be used to test compliance only if written consent of such person's parents or parent or lawful guardian is on file with the Department, and only under the auspices and supervision of the Department.

Sec. 58-1058. – Permit Required.

- (a) Within sixty days of the effective date of this Article, it shall be unlawful for any person to barter, sell, cause to be sold, distribute, furnish or permit the sale or distribution of tobacco products, alternative nicotine products, or vapor products unless that person has obtained a permit to sale or distribute such products from the City. No fee shall be assessed for such permit unless otherwise authorized by law. A permit shall be valid for one year or the remaining portion of a calendar year and expire on December 31 of each year. A permit must be renewed annually and shall be required for each location at which tobacco products, alternative nicotine products, or vapor products are sold or distributed. This permit shall be in addition to any other permit or license required by other local, state, or federal government.

(b) It shall be unlawful for any person required by the provisions of this Article to secure a permit to advertise to give, barter, sell, cause to be sold, distribute, furnish or permit the sale or distribution of tobacco products, alternative nicotine products, or vapor products without first securing a permit. The listing in an advertisement of an address which is inside the city or a telephone number for a phone located inside the city shall constitute prima facie evidence that the person is engaged in the activity that is advertised. For purposes of this section, advertising means the use of any handbill, billboard, sign, newspaper, radio, loudspeaker, television, telephone listing, or other message or device whereby the services or products are offered or held out to the public.

(c) Permits shall be subject to denial, nonrenewal, and revocation pursuant to the procedure described for licenses in Section 70-51. Permits may be denied, not renewed, or revoked for failure to comply with the requirements of this Article or any other applicable section of the City Code. A permit shall not be issued when the City has reason to believe the issuance of the permit will result in the operation of a business in violation of this Code.

Sec. 58-1059. – Penalties.

(a) Any person, except as described in (b) of this section, including but not limited to, a permit holder or agent of that permit holder, that violates any provision of Section 58-1052 or Sections 58-1054 through Section 58-1056 shall be punished by:

(1) A fine of not less than \$250.00 for the first violation within a three-year period;

(2) A fine of not less than \$500.00 for the second violation and any additional violation within a three-year period.

(b) Any employee of a permit holder that violates any provision of Section 58-1052 or Sections 58-1054 through Section 58-1056 shall be punished by:

(1) A fine of not less than \$50.00 for the first violation within a three-year period;

(2) A fine of not less than \$100.00 for the second violation and any additional violation within a three-year period.

(c) If three or more violations occur at a permitted location, or are committed by a permit holder, any employee or agent of a permit holder, or any combination thereof, the permit shall be subject to revocation or nonrenewal as set forth in this Article.

(d) Any person who sells tobacco products, alternative nicotine products, or vapor products without a license required by Chapter 70 or without a permit required by this Article shall be punished by a fine of not less than \$500.00 and not more than \$1,000.00 or by imprisonment in jail for a period not exceeding 180 days, or both such fine and imprisonment.

(e) For purposes of determining the liability of a person controlling franchises or business operations in multiple locations for a second or subsequent violation under this section, each individual franchise or business location shall be deemed a separate entity.

Section 3 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired, or liability incurred nor any cause or causes of action accrued or existing, under any act or Ordinance repealed hereby, or shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 4 – Severability Clause. If any section, subsection, sentences, clause, or phrase shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Don Will, Assistant City Attorney

Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2019-142

FILED: 06-11-19

ORIGINATING DEPARTMENT: Health

PURPOSE: Amending the Springfield City Code, Chapter 58, 'Health and Sanitation,' by adopting Article XII, 'Tobacco 21 Act,' in order to prohibit the sale of tobacco products, alternative nicotine products, and vapor products to anyone under 21 years of age; and amending Chapter 78, 'Offenses and Miscellaneous Provisions,' by amending Section 78-5, 'Sale of tobacco products to persons under 18 years of age,' Section 78-6, 'Sale of tobacco products through vending machines,' and Section 78-7, 'Packaging of tobacco products; distribution of free samples; manner of display and sale,' and moving said sections to Chapter 58 as part of the Tobacco 21 Act. (Recommended by Plans and Policies Committee.)

BACKGROUND: Despite many gains in tobacco control over the last twenty years, tobacco continues to be a significant challenge in Springfield. The smoking rate in Springfield is 25%, compared to a national rate of 16%. Additionally, the nine worst performing Census Tracts in Springfield, with a population of nearly 29,000, have a smoking rate of 33%. High tobacco use rates contribute to and exacerbate all three of Springfield's priority health issues: lung disease, heart disease, and mental health.

Of current adults who smoke, 96% started using tobacco before the age of 21. In Greene County, among middle and high school students, 5% smoke cigarettes and 14% use e-cigarettes. Tobacco products, especially e-cigarettes, are deceptive and enticing to youth. Youth are commonly unaware that all e-cigarettes contain nicotine (63% in one study); products are designed and marketed highlighting the cultural significance of technology; and 65% of youth who use e-cigarettes reported using other tobacco products in the last month. These elements combine to addict youth to nicotine in tobacco.

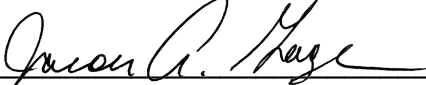
Tobacco 21, which raises the minimum legal sales age from 18 years old to 21 years old, has proven effective in decreasing tobacco rates. The Institutes of Medicine found Tobacco 21 reduced smoking rates by 25% in 15-17 year old's and 15% among 18-20 year old's. This reduction in youth initiation of tobacco products will result in less tobacco-related illness and death in Springfield.

The Plans and Policies Committee voted to send this to Council for consideration at a meeting held on May 23, 2019. Staff recommends approval.

Submitted by:


Clay Goddard, Director of Health

Approved by:


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed 06-11-19

Sponsored by Ollis, Hosmer,
Lear, and McGull

First Reading _____

Second Reading _____

COUNCIL BILL 2019- 143

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 78, 'Offenses and Miscellaneous
2 Provisions', by repealing Section 78-8, 'Purchase or possession of
3 tobacco products by persons under 18 years of age.' (Recommended by
4 Plans and Policies Committee.)
5 _____
6

7 WHEREAS, Missouri state law, section 407.933, RSMo, prohibits those 18 years
8 of age or under from purchasing or possessing cigarettes, other tobacco products,
9 alternative nicotine products, or vapor products; and
10

11 WHEREAS, Springfield City Code section 78-8 prohibits those 18 years of age
12 from purchasing or possessing certain tobacco products but imposes more severe
13 penalties than does Missouri state law; and
14

15 WHEREAS, repealing Springfield City Code section 78-8 will resolve the
16 inconsistency between Missouri state law and the Springfield City Code and will further
17 the purposes of Tobacco 21.
18

19 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
20 SPRINGFIELD, MISSOURI, as follows, that:
21

22 Section 1 – The Springfield City Code, Chapter 78, 'Offenses and Miscellaneous
23 Provisions,' is hereby amended by repealing Section 78-8, 'Purchase or possession of
24 tobacco products by persons under 18 years of age,' in its entirety.
25

26 (Note: Language to be deleted is ~~stricken~~.)
27

28 ~~Sec. 78-8. Purchase or possession of tobacco products by persons under 18 years of~~
29 ~~age.~~
30

31 ~~It shall be unlawful for any person under the age of 18 years to purchase or~~
32 ~~attempt to purchase or possess or attempt to possess cigarettes, cigarette tobacco,~~

~~cigarette wrappers, cigars, pipe tobacco, smokeless tobacco or other tobacco products.~~

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: Don Will, Assistant City Attorney

Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2019-143

FILED: 06-11-19

ORIGINATING DEPARTMENT: Health

PURPOSE: Amending the Springfield City Code, Chapter 78, 'Offenses and Miscellaneous Provisions', by repealing Section 78-8, 'Purchase or possession of tobacco products by persons under 18 years of age.' (Recommended by Plans and Policies Committee.)

BACKGROUND: Section 78-8 makes it unlawful for persons under 18 years of age to purchase or possess tobacco products. Individuals found in violation may be punished by a fine of up to \$1,000. There are several considerations for the removal of this section of code.

First, tobacco use is more common in low-income populations. A 2016 survey conducted throughout the United States revealed tobacco use rates were twice as high among individuals below the poverty level (32%), compared with individuals at more than twice the poverty level (16%). Individuals who use tobacco products are addicted to the nicotine therein. Penalties available to persons under the 18 years of age who violate section 78-8 further punish an individual struggling with addiction and is more likely to be financially vulnerable. Section 78-8 also does not include provisions for e-cigarettes or vaping products.

Second, Missouri state law, section 407.933, RSMo, already prohibits those under the age of 18 from purchasing or possessing tobacco products, alternative nicotine products, and vapor products. Penalties include confiscation of the products and, for subsequent offenses, participation may be required in tobacco education and smoking cessation programs.

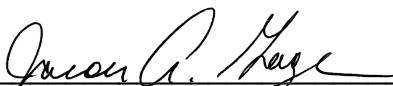
Removal of Section 78-8 eliminates the financial penalties for purchase and possession under the age of 18, removing the risk of placing undue burden on youth, while still allowing law enforcement individuals to confiscate tobacco products from individuals under the age of 18.

The Plans and Policies Committee voted to send this to Council for consideration at a meeting held on May 23, 2019. Staff recommends approval.

Submitted by:

Approved by:


Clay Goddard, Director of Health


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed 06-11-19

Sponsored by Simpson

First Reading _____

Second Reading _____

COUNCIL BILL 2019- 144

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property generally located at 1809 East Crestview
2 Street to Lacknothing Homes, LLC, for \$71,500.00; and authorizing
3 the issuance of a deed for same.
4 _____
5

6 WHEREAS, the City acquired the real estate generally located at 1809 East
7 Crestview Street (the "Property") through a litigation settlement agreement; and
8

9 WHEREAS, total acquisition costs were \$105,000.00 and were paid out of
10 general revenue, which should be refunded with sale proceeds; and
11

12 WHEREAS, after declaring the property to be surplus, the Land Inventory
13 Committee put it out for public bid; and
14

15 WHEREAS, Lacknothing Homes, LLC, has offered to buy the Property for
16 \$71,500.00.00, an offer the City Manager considers acceptable; and
17

18 WHEREAS, disposition of real property calls for City Council approval; and
19

20 WHEREAS, a budget adjustment is necessary for Fiscal Year 2019-2020 to
21 reimburse the general fund for its expenditures,
22

23 WHEREAS, net proceeds from the sale of surplus property are returned to the
24 fund from which the property was purchased, up to the amount of the purchase price.
25

26 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
27 SPRINGFIELD, MISSOURI, as follows, that:
28

29 Section 1 – City Council hereby approves the sale of the Property generally
30 located at 1809 East Crestview Street and depicted on "Exhibit A," which is attached
31 hereto and incorporated herein by reference, to Lacknothing Homes, LLC, for the price
32 and sum of \$71,500.00.
33

34 Section 2 – City Council hereby authorizes the Mayor to execute a Special
35 Warranty deed, said document to be substantially similar to “Exhibit B,” which is
36 attached hereto and incorporated herein by this reference, so as to convey title to the
37 real estate to the purchaser herein consistent with the offer and acceptance.
38

39 Section 3 – This Ordinance shall be in full force and effect from and after
40 passage.
41

42 Passed at meeting: _____
43

44 _____
45 Mayor
46

47 Attest: _____, City Clerk
48

49 Filed as Ordinance: _____
50

51 Approved as to form: Duke M. Donald, Assistant City Attorney
52
53

54 Approved for Council action: Jason A. Hays, City Manager
55

EXPLANATION TO COUNCIL BILL 2019 - 144

FILED: 06-17-19

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property generally located at 1809 East Crestview Street to Lacknothing Homes, LLC, for \$71,500.00; and authorize the issuance of a deed for same.

BACKGROUND INFORMATION: The City acquired the property generally located at 1809 East Crestview Street through a litigation settlement agreement. Total acquisition costs were \$105,000.00. Such costs were paid out of general revenue, which should be refunded with sale proceeds.

After putting the property out for public bid, the City received the bid noted above. No City department needs the property and it does not have a public purpose.

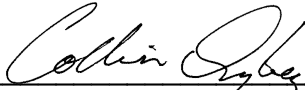
A real-estate conveyance requires City Council's approval. (Net proceeds from the sale of the properties will be returned to the fund from which each property was purchased, up to the amount of the purchase price.)

REMARKS: The above council bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the Committee has declared the above property to be surplus.

Submitted by:


Duke McDonald, Assistant City Attorney

Recommended by:


Collin Quigley, Deputy City Manager

Approved by:


Jason Gage, City Manager



City of Springfield, Missouri
1809 East Crestview Street

Exhibit A



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.



Printed: May 30, 2019

Exhibit B

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2019, by and between the City of Springfield, Missouri, Grantor, and Lacknothing Homes, LLC, Grantee, at 1627 N. Yates Avenue, Springfield, MO 65803.

WITNESSETH, that the Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, SELL and CONVEY unto Grantee, and Grantee's successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of the East One-Half (E ½) of Lot Twelve (12), Block G, Brentwood Terrace, according to the Second Amended Plat of Brentwood Terrace, a subdivision in Greene County, Missouri; addressed as 1809 E. Crestview

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____

Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2019, before me personally appeared Ken McClure, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2019.

Notary Public

My term of office expires: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed: 06-11-19

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 145

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for Channel Improvements – East
2 Woodgate Avenue; accepting the alternate bid of Hunter Chase &
3 Associates, Inc., in the amount of \$147,774.26, for the project; and
4 authorizing the City Manager, or his designee, to enter into a contract
5 with such bidder.
6 _____
7

8 WHEREAS, the “Channel Improvement – East Woodgate Avenue” Project
9 (“Project,”) generally referred to as Plan No. 2018PW0030, includes removal and
10 replacement of a deteriorated railroad tie retaining wall and concrete channel; and
11

12 WHEREAS, Hunter Chase & Associates, Inc., is the lowest responsive and
13 responsible bidder for the Project; and
14

15 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
16 *Events* from May 1, 2019, through May 5, 2019, and all bids were opened on May 21,
17 2019.
18

19 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
20 SPRINGFIELD, MISSOURI, as follows, that:
21

22 Section 1 – City Council hereby approves the plans and specifications for the
23 “Channel Improvement – East Woodgate Avenue” Project (“Project,”) generally referred
24 to as Plan No. 2018PW0030, and accepts the alternate bid of Hunter Chase &
25 Associates, Inc., for said project, at the price and sum of \$147,774.26, except as said
26 sum may be lawfully increased or decreased by the actual quantities of work units
27 involved.
28

29 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
30 a contract with said bidder, said contract to be in substantially similar form to the
31 document attached hereto, and incorporated herein by this reference, as “Exhibit B,”
32 and in accordance with the terms of the bid, the plans, and the specifications.
33

34 Section 3 – All workers performing work under the contract attached hereto as
35 “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for
36 work of a similar character in this locality or the public works contracting minimum wage,
37 whichever is applicable. Contractor shall fully comply with the provisions and
38 requirements of the Missouri State Prevailing Wage Law. Contractors and any
39 subcontractor performing work under this contract must provide a 10-hour OSHA
40 construction safety training program, or similar program approved by the Department of
41 Labor, for on-site employees, unless employees demonstrate they previously completed
42 the program.

43
44 Section 4 – This Ordinance shall be in full force and effect from and after
45 passage.

46
47 Passed at meeting: _____

48
49
50 _____
51 Mayor

52
53 Attest: _____, City Clerk

54
55
56 Filed as Ordinance: _____

57
58
59 Approved as to form: Achalot T. Widen, Assistant City Attorney

60
61
62 Approved for Council action: Jason R. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2019-145

FILED: 06-11-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for Channel Improvements – East Woodgate Ave (2018PW0030); accepting the alternate bid of Hunter Chase & Associates, Inc., in the amount of \$147,774.26, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: The project consists of removal and replacement of a deteriorated railroad tie retaining wall and concrete channel. The scope of work includes excavation, installation of a concrete retaining wall (approximately 285'), handrail, and concrete flatwork including channel bottom and driveways.

Bids were solicited for this project by advertising in *The Daily Events* from May 1, 2019, to May 5, 2019. The bid included a base bid for a more decorative precast concrete block wall and an alternate for a more typical cast in place concrete retaining wall. Both base and alternate bids are listed below. Bids were opened May 21, 2019 at 10:30 a.m., with the following bids received:

<u>Contractor</u>		<u>Bid Amount</u>
Carson Mitchell AT Urban		Unresponsive Unresponsive
Hunter Chase & Associates, Inc.	Base -	\$207,206.26
	Alternate -	\$147,774.26
KCI Construction Company	Base -	\$244,874.45
	Alternate -	\$218,668.00
Pfefferkorn and Drury Const.	Base -	\$287,602.00
	Alternate -	\$271,440.00
Engineer's Estimate	Base -	\$125,029.50
	Alternate -	\$111,634.50

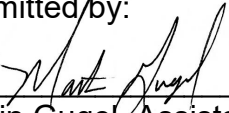
The low bid, if accepted, will be funded from the ¼-cent Capital Improvement Sales Tax from the Storm Water Program and is already budgeted.

This project supports City Council's Priorities to Promote Public Safety and Economic Vitality.

REMARKS: Public Works recommends acceptance of the alternate bid of Hunter Chase

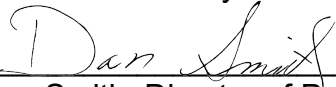
& Associates, Inc., as the lowest responsible bid and passage of this Ordinance.

Submitted by:



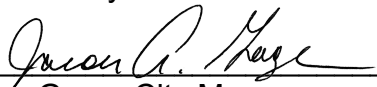
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

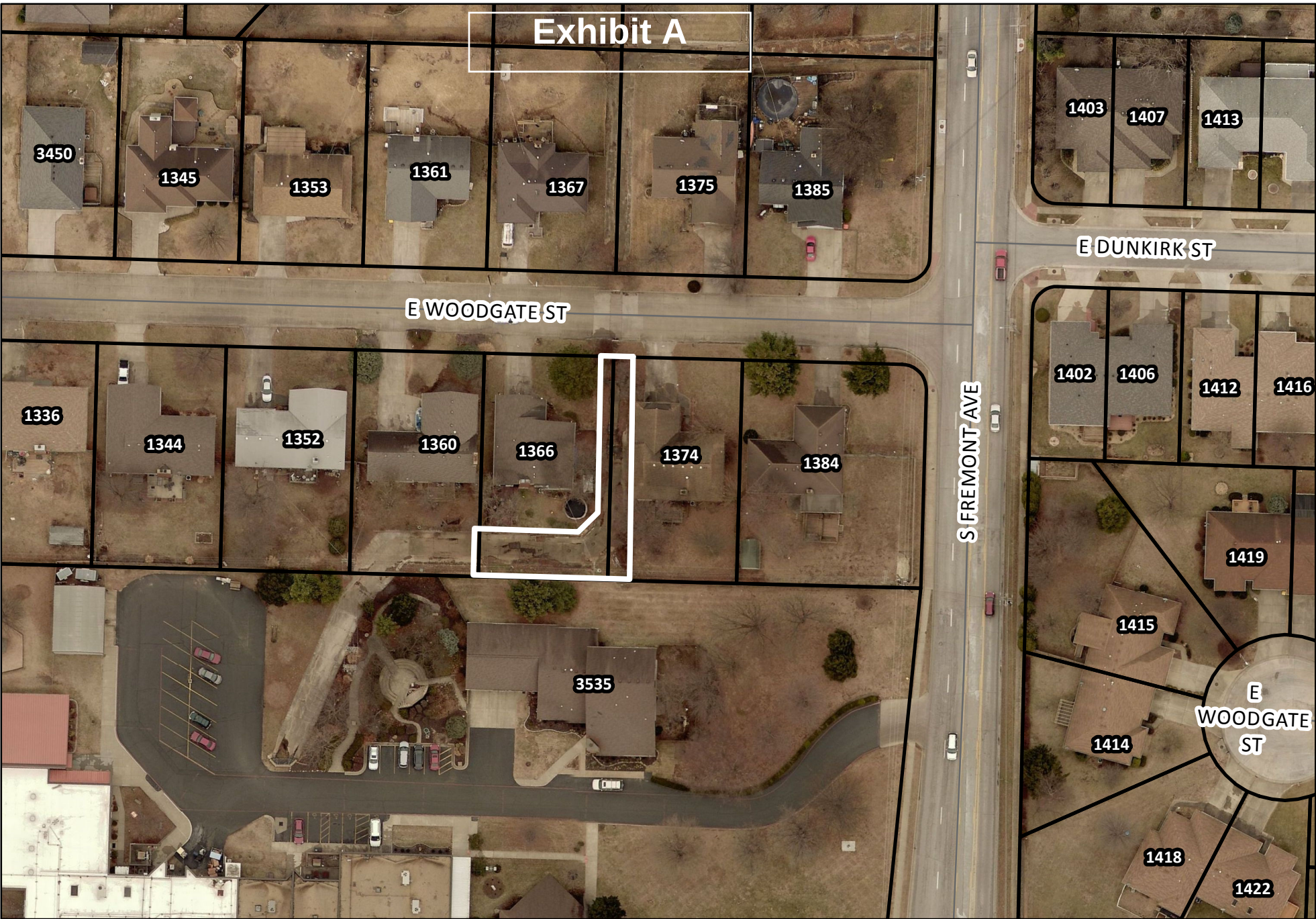


Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864- FAX: (417) 864- ATTN: DEPT.: PUBLIC WORKS		NAME: HUNTER CHASE & ASSOCIATES, INC. ADDRESS: 1200 E. WOODHURST J-200 SPRINGFIELD, MO 65804 PHONE: 417 882 8203 FAX: ATTN:	

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:

Channel Improvements East Woodgate Avenue
Public Works Plan no. 2018PW0030

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 60 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and

accepted by the City of Springfield, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(See, <http://insurance.mo.gov/industry/sovimunity.php>)

As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. Workers' Compensation....**Statutory coverage per RSMo 287.010 et seq
Employer's Liability..... \$1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars (\$2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars (\$420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars (\$2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars (\$420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

e. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

f. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or

judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of \$147,774.26 (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 \$500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

8. Termination for Cause. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

11. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

12. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

13. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

14. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **one hundred forty-seven thousand seven hundred seventy-four dollars and twenty-six cents. (\$147,774.26.)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

15. Contract Documents. The contract documents shall consist of the following:

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (03-01-18 Revised Edition)
- e. Special Conditions & Provisions
- f. Proposal
- g. Statement of Bidder's Qualifications
- h. Acknowledgment
- i. Performance Bond
- h. Payment and Material Bond
- k. Instructions to Bidders
- l. Non-collusion Affidavit
- m. Notice to Proceed

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

16. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

17. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo Section 105.450 et seq. shall not be violated.

18. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

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

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

20. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

21. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

22. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

23. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

24. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

25. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

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

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

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

RECOMMENDED BY:

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____
Printed Name: _____
Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed: 06-11-19

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 146

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for Stormwater Improvements Ravenwood
2 Phase II; accepting the bid of Hunter Chase & Associates, Inc., in the
3 amount of \$767,712.00, for the project; and authorizing the City
4 Manager, or his designee, to enter into a contract with such bidder.
5 _____
6

7 WHEREAS, the "Stormwater Improvements Ravenwood Phase II" Project
8 ("Project,") generally referred to as Plan No. 2016PW0088W, consists of stormwater
9 improvements to reduce flooding and erosion to homes and properties in the vicinity of
10 the intersection of Greenbriar Avenue and Nottingham Street as shown in "Exhibit A,"
11 which is attached hereto and incorporated herein by this reference; and
12

13 WHEREAS, Hunter Chase & Associates, Inc., is the lowest responsive and
14 responsible bidder for the Project; and
15

16 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
17 *Events* from April 19, 2019, through April 23, 2019, and all bids were opened on May
18 14, 2019.
19

20 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
21 SPRINGFIELD, MISSOURI, as follows, that:
22

23 Section 1 – City Council hereby approves the plans and specifications for the
24 "Stormwater Improvements Ravenwood Phase II" Project ("Project,") generally referred
25 to as Plan No. 2016PW0088W, and accepts the bid of Hunter Chase & Associates, Inc.,
26 for said project, at the price and sum of \$767,712.00, except as said sum may be
27 lawfully increased or decreased by the actual quantities of work units involved.
28

29 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
30 a contract with said bidder, said contract to be in substantially similar form to the
31 document attached hereto, and incorporated herein by this reference, as "Exhibit B,"
32 and in accordance with the terms of the bid, the plans, and the specifications.
33

34 Section 3 – All workers performing work under the contract attached hereto as
35 “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for
36 work of a similar character in this locality or the public works contracting minimum wage,
37 whichever is applicable. Contractor shall fully comply with the provisions and
38 requirements of the Missouri State Prevailing Wage Law. Contractors and any
39 subcontractor performing work under this contract must provide a 10-hour OSHA
40 construction safety training program, or similar program approved by the Department of
41 Labor, for on-site employees, unless employees demonstrate they previously completed
42 the program.

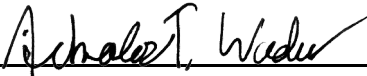
43
44 Section 4 – This Ordinance shall be in full force and effect from and after
45 passage.

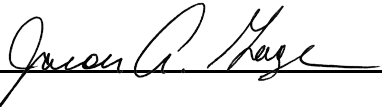
46
47 Passed at meeting: _____

48
49
50 _____
51 Mayor

52
53 Attest: _____, City Clerk

54
55
56 Filed as Ordinance: _____

57
58 Approved as to form: , Assistant City Attorney

59
60
61 Approved for Council action: , City Manager
62

EXPLANATION TO COUNCIL BILL 2019-146

FILED: 06-11-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for Stormwater Improvements Ravenwood Phase II; accepting the bid of Hunter Chase & Associates, Inc., in the amount of \$767,712.00, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: The project consists of stormwater improvements to reduce flooding and erosion to homes and properties along approximately 1,500 feet of open channel located northeast of the intersection of Greenbriar Avenue and Nottingham Street (see location map "Exhibit A"). Improvements include grading to modify channel geometry, a block retaining wall, handrails, and in-channel grade control structures.

Bids were solicited for this project by advertising in *The Daily Events* from April 19, 2019, to April 23, 2019. Bids were opened May 14, 2019, at 10:30 a.m., with the following bids received:

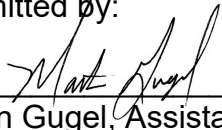
<u>Contractor</u>	<u>Bid Amount</u>
Hunter Chase & Associates, Inc.	\$767,712.00
Carson-Mitchell, Inc.	\$849,800.60
Flat Creek Excavating, LLC.	\$1,502,895.12
Engineer's Estimate	\$888,931.50

The low bid, if accepted, will be funded from the ¼-cent Capital Improvement Sales Tax Storm Water Program and is already budgeted.

This project supports the City Council Priorities to Promote Public Safety and Economic Vitality.

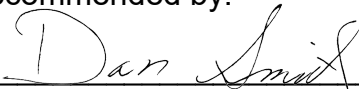
REMARKS: Public Works recommends acceptance of the bid of Hunter Chase & Associates, Inc., as the lowest responsible bid and passage of this Ordinance.

Submitted by:



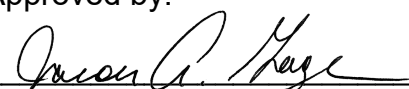
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit A

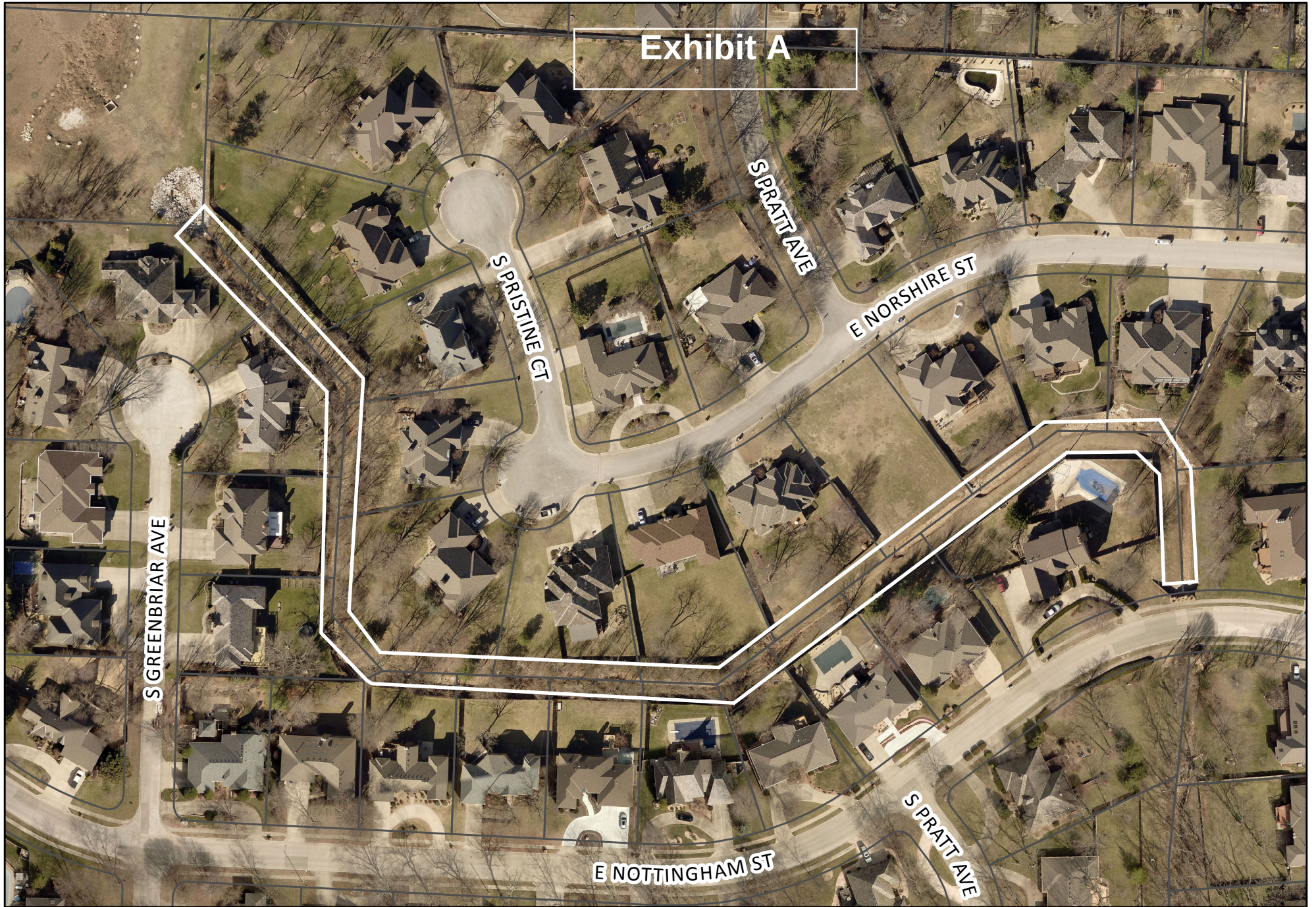


Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) CONTRACTOR (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864- 1990 FAX: (417) 864- 1907 ATTN: KIRKLAND PRESTON DEPT.: PUBLIC WORKS		NAME: HUNTER CHASE & ASSOCIATES, INC. ADDRESS: 1200 E. WOODHURST DRIVE #J200 SPRINGFIELD, MO 65804 PHONE: 417-882-2062 FAX: 417-882-7877 ATTN: MARY BETH HARTMAN	

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

STORMWATER IMPROVEMENTS RAVENWOOD PHASE II (2016PW0088W)

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, 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/sovimunity.php>)

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. **Workers' Compensation**....Statutory coverage per RSMo 287.010 et seq
Employer's Liability..... \$1,000,000.00

b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Sixty-Five Three Hundred Thirty and no/100 Dollars (\$2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty-Nine Seven Hundred Ninety-Nine and no/100 Dollars (\$429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty-Five Three Hundred Thirty and no/100 Dollars (\$2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty-Nine Seven Hundred Ninety-Nine and no/100 Dollars (\$429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. **Subcontracts**. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

e. **Notice**. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

f. **Legislative or Judicial Changes**. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of \$767,712.00 (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 \$500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

8. Termination for Cause. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

11. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

12. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

13. 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.

14. 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.

15. 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 **Seven Hundred Sixty-Seven Thousand Seven Hundred Twelve Dollars and No Cents (\$767,712.00)** 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.

16. Contract Documents. The contract documents shall consist of the following:

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (07-01-13 Revised Edition)
- e. Special Conditions & Provisions
- f. Proposal
- g. Statement of Bidder's Qualifications
- h. Acknowledgment
- i. Performance Bond
- h. Payment and Material Bond
- k. Instructions to Bidders
- l. Non-collusion Affidavit
- m. Notice to Proceed

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

25. 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.

26. 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.

27. 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.

28. 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

One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed 06-11-19

Sponsored by Ferguson

First Reading _____

Second Reading _____

COUNCIL BILL 2019- 147

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 3140 West Lynn Street to Kelly and
2 Chance Bailey for \$500.00; authorizing the issuance of a deed for
3 same; and approving a budget adjustment to amend the Fiscal Year
4 2019-2020 budget.
5 _____
6

7 WHEREAS, the City acquired the real estate at 3140 West Lynn Street (the
8 "Property") by Collector's Deed in 2004; and
9

10 WHEREAS, after declaring the Property to be surplus, the Land Inventory
11 Committee put the Property out for public bid; and
12

13 WHEREAS, Kelly and Chance Baily, adjacent property owners, have offered to
14 buy the Property for \$500.00, an offer the City Manager considers acceptable; and
15

16 WHEREAS, disposition of real property calls for City Council approval; and
17

18 WHEREAS, City Council is committed to using all available funds, whenever
19 possible, to add to the Police-Fire Pension Fund; and
20

21 WHEREAS, proceeds from the sale of the Property located at 3140 West Lynn
22 Street will be allocated to the Police-Fire Pension Fund.
23

24 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
25 SPRINGFIELD, MISSOURI, as follows, that:
26

27 Section 1 – City Council hereby approves the sale of the property at 3140 West
28 Lynn Street and depicted on "Exhibit A," which is attached hereto and incorporated
29 herein by this reference, to Kelly and Chance Bailey, for \$500.00.
30

31 Section 2 – City Council hereby authorizes the Mayor to execute such documents
32 as are necessary to convey title to the Property to the purchaser.
33

Section 3 – City Council hereby authorizes the Mayor to execute a “Special Warranty Deed,” said document to be substantially similar to “Exhibit B,” which is attached hereto and incorporated herein by this reference, so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – The budget of the Police-Fire Pension Fund for Fiscal Year 2019-2020 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0002, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 5 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 6 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 7 – 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: Duke W. Donald, Assistant City Attorney

Approved for Council action: James C. Page, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 147

FILED: 06-11-19

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 3140 West Lynn Street to Kelly and Chance Bailey for \$500.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2019-2020 budget.

BACKGROUND INFORMATION: The City acquired the property at 3140 West Lynn Street (the "Property"), by collector's deed in 2004. Total acquisition costs are unknown.

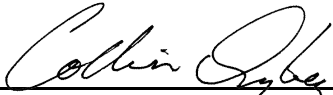
After putting the Property out for public bid, the City received the bid noted above. No City department needs the Property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of surplus properties are returned to the fund from which each property was purchased, up to the amount of the purchase price. Additional unrestricted proceeds from the sale of surplus property are placed into the Police-Fire Pension Fund, per the directive of City Council. Since the acquisition cost of this property is unknown, the total proceeds of the sale of this property will go to the Police-Fire Pension Fund.

REMARKS: This Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the Committee has declared the above Property to be surplus.

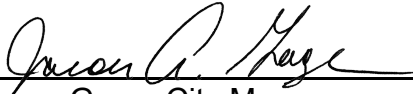
Submitted by:


Duke McDonald, Assistant City Attorney

Recommended by:


Collin Quigley, Deputy City Manager

Approved by:


Jason Gage, City Manager



DISCLAIMER: All information included on this map or digital file is provided 'as-is' for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

City of Springfield, Missouri

3140 West Lynn Street

Exhibit A



Printed: May 30, 2019

Exhibit B

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2019, by and between the City of Springfield, Missouri, Grantor, and Kelly and Chance Bailey, husband and wife, Grantee, at 3146 West Lynn Street, Springfield, Missouri 65802.

WITNESSETH, that the Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee as tenants by the entirety, and Grantee's successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

ALL OF LOT SIX HUNDRED SEVENTY-THREE (673), IN HANCOCK PLACE, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____

Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2019, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2019.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
0002

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	409170	000000	00000	500.00	Net proceeds of sale to Police and Fire Pension Fund
Net Revenue Adjustment						500.00	

Expenditures:

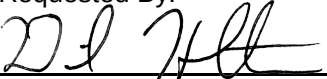
Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	500240	000000	00000	500.00	Net proceeds of sale to Police and Fire Pension Fund
Net Expenditure Adjustment						500.00	

Fund Balance Appropriation:

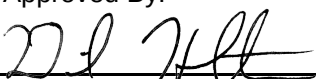
Fund	Title	Amount

Explanation: To amend the FY2019-20 budget by appropriating the net proceeds from the sale of property at 3140 West Lynn Street to the Police and Fire Pension Fund.

Requested By:


Department Head 6/11/19
Date

Approved By:


Director of Finance 6/11/19
Date

City Manager Date

Authorization:

Council Bill No. 2019-147
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 6
Filed 06-11-19

Sponsored by Ferguson

First Reading _____

Second Reading _____

COUNCIL BILL 2019- 148

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 2406 West Elm Street to Panfilo Garcia for
2 \$500.00; and authorizing the issuance of a deed for same.
3 _____
4

5 WHEREAS, the City acquired the real estate generally located at 2406 West Elm
6 Street (the "Property") through the dangerous-building program; and
7

8 WHEREAS, total acquisition costs, including legal costs, demolition costs, etc.,
9 were \$7,817.78; and
10

11 WHEREAS, after declaring the Property to be surplus, the Land Inventory
12 Committee put the Property out for public bid; and
13

14 WHEREAS, Panfilo Garcia has offered to buy the Property for \$500.00, an offer
15 the City Manager considers acceptable because there were no bids for the property
16 after two previous attempts to sell and the lot is buildable because it is grandfathered in;
17 and
18

19 WHEREAS, disposition of real property calls for City Council approval; and
20

21 WHEREAS, net proceeds from the sale of surplus property are returned to the
22 fund from which the property was purchased, up to the amount of the purchase price.
23

24 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
25 SPRINGFIELD, MISSOURI, as follows, that:
26

27 Section 1 – City Council hereby approves the sale of the property generally
28 located at 2406 West Elm Street and depicted on "Exhibit A," which is attached hereto
29 and incorporated herein by this reference, to Panfilo Garcia for the price and sum of
30 \$500.00.
31

32 Section 2 – City Council hereby authorizes the Mayor to execute a Special
33 Warranty deed, said document to be substantially similar to "Exhibit B," which is

34 attached hereto and incorporated herein so as to convey title to the real estate to the
35 purchaser herein consistent with the offer and acceptance.

36
37 Section 3 – City Council hereby authorizes the Mayor to execute such
38 documents as are necessary to convey title to the real estate to the purchaser herein
39 consistent with the offer and acceptance.

40
41 Section 4 – City Manager is directed to cause the appropriate accounting entries
42 to be made in the books and records of the City.

43
44 Section 5 – This Ordinance shall be in full force and effect from and after
45 passage.

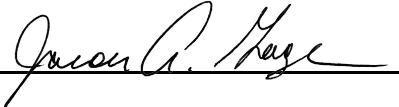
46
47 Passed at meeting: _____

48
49 _____
50 Mayor

51
52 Attest: _____, City Clerk

53
54
55 Filed as Ordinance: _____

56
57 Approved as to form: , Assistant City Attorney

58
59
60 Approved for Council action: , City Manager
61

EXPLANATION TO COUNCIL BILL 2019 - 148

FILED: 06-11-19

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 2406 West Elm Street to Panfilo Garcia for \$500.00; and authorizing the issuance of a deed for same.

BACKGROUND INFORMATION: The City acquired the property located at 2406 West Elm Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$7,817.78. The City received the offer to purchase noted above. The bid is acceptable because there were no bids for the property after two previous attempts to sell and the lot is buildable only because it is grandfathered in. No City department needs the property, and it does not have a public purpose.

A real-estate conveyance requires City Council's approval. (Net proceeds from the sale of the properties will be returned to the fund from which the property was purchased, up to the amount of the purchase price.)

REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the Committee has declared the above property to be surplus.

Submitted by:



Duke McDonald, Assistant City Attorney

Recommended by:



Collin Quigley, Deputy City Manager

Approved by:



Jason Gage, City Manager

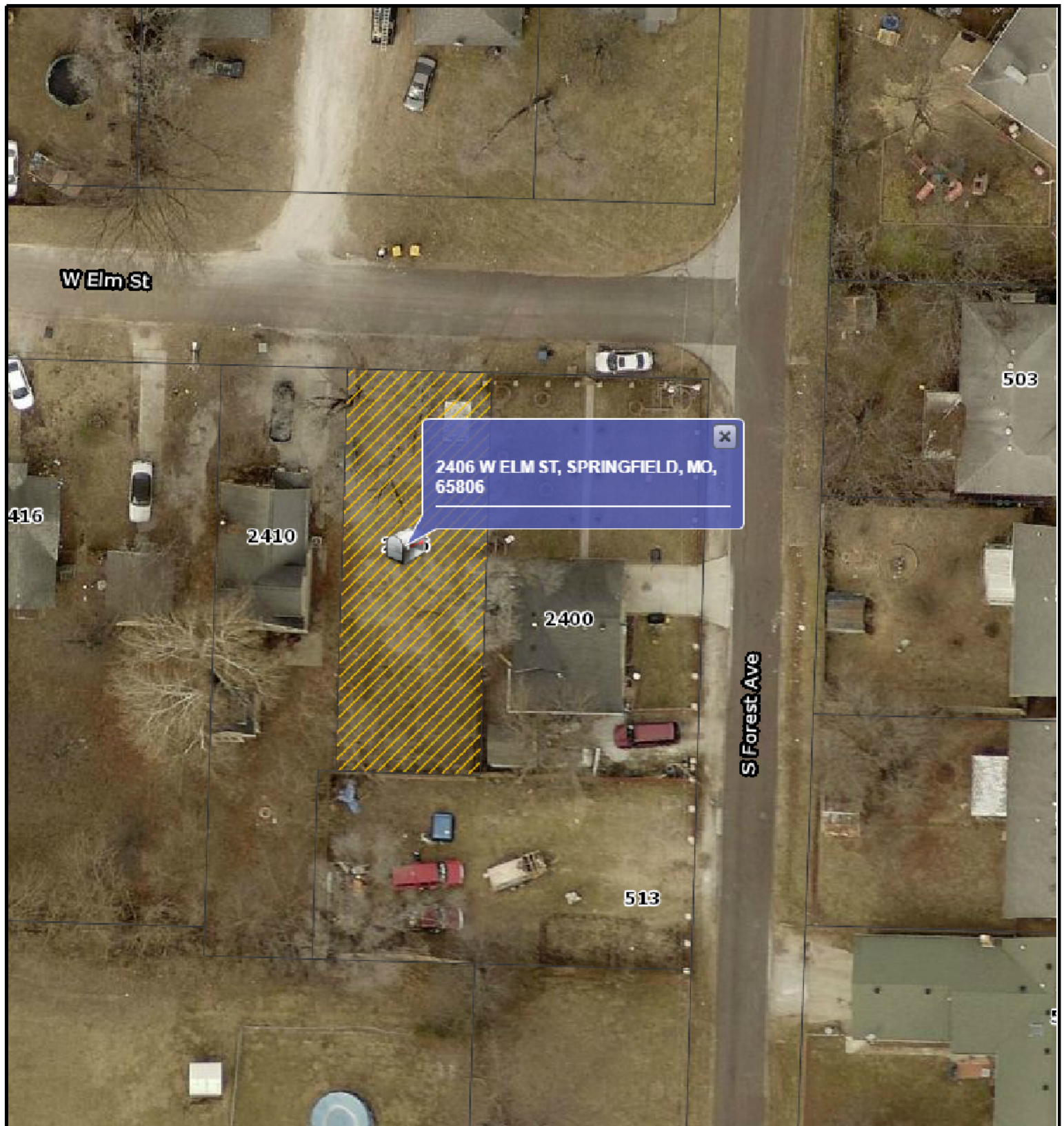


Exhibit A

DISCLAIMER: All information included on this map or digital file is provided 'as-is' for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

City of Springfield, Missouri
2406 West Elm Street



Printed: May 30, 2019

Exhibit B

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2019, by and between the City of Springfield, Missouri, Grantor, and Panfilo Garcia, 2400 West Elm Street, Springfield, Missouri, 65806.

WITNESSETH, that the Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, SELL and CONVEY unto Grantee, and Grantee's successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

The East Forty-Five (45) feet of the North One Hundred Eleven (111) of Lot One Hundred Ninety-two (192), in Forest Hill Addition, except all the West Five (5) feet of the East Forty-five (45) feet of the North One Hundred Eleven (111) feet of Lot One Hundred Ninety-two (192), all in the City of Springfield, Greene County, Missouri; addressed as 2406 West Elm Street.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)
)
COUNTY OF GREENE)

ACKNOWLEDGMENT

On this _____ day of _____, 2019, before me personally appeared Ken McClure, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____ day of _____, 2019.

Notary Public

My term of office expires: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 06-11-19

Sponsored by Ferguson

First Reading _____

Second Reading _____

COUNCIL BILL 2019- 149

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 2444 North Benton Avenue to Trigg, LLC,
2 for \$15,100.00; authorizing the issuance of a deed for same; and
3 approving a budget adjustment to amend the Fiscal Year 2019-2020
4 budget.
5 _____
6

7 WHEREAS, the City acquired the real estate at 2444 North Benton Avenue (the
8 "Property") through the sewer tax bill program; and
9

10 WHEREAS, acquisition costs were paid by Environmental Services, and include
11 legal costs, installation costs, etc., and total \$12,079.95; and
12

13 WHEREAS, after declaring the Property to be surplus, the Land Inventory
14 Committee put the Property out for public bid; and
15

16 WHEREAS, Trigg, LLC, has offered to buy the Property for \$15,100.00, an offer
17 the City Manager considers acceptable; and
18

19 WHEREAS, disposition of real property calls for City Council approval; and
20

21 WHEREAS, City Council is committed to using all available funds, whenever
22 possible, to add to the Police-Fire Pension Fund; and
23

24 WHEREAS, funds in excess of the funds reimbursed to Environmental Services
25 will be allocated to the Police-Fire Pension Fund and a budget adjustment is necessary
26 to allocate the funds.
27

28 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
29 SPRINGFIELD, MISSOURI, as follows, that:
30

31 Section 1 – City Council hereby approves the sale of the property generally
32 located at 2444 North Benton Avenue and depicted on "Exhibit A," which is attached
33 hereto and incorporated herein by this reference, to Trigg LLC, for the price and sum of

34 \$15,100.00.
35

36 Section 2 – City Council hereby authorizes the Mayor to execute such
37 documents as are necessary to convey title to the real estate to the purchaser herein
38 consistent with the offer and acceptance.
39

40 Section 3 – City Council hereby authorizes the Mayor to execute a “Special
41 Warranty Deed,” said document to be substantially similar to “Exhibit B,” which is
42 attached hereto and incorporated herein by this reference so as to convey title to the
43 real estate to the purchaser herein consistent with the offer and acceptance.
44

45 Section 4 – City Council hereby directs that unrestricted proceeds generated in
46 excess of total acquisition costs be contributed to the Police-Fire Pension Fund.
47

48 Section 5 – The budget of the Police-Fire Pension Fund for Fiscal Year 2019-
49 2020 is hereby amended in the accounts and in the amounts as shown on Budget
50 Adjustment No. 0001, a copy of which is attached hereto and incorporated herein by
51 this reference as “Exhibit C.”
52

53 Section 6 – City Council hereby finds that the budget adjustment made above
54 has been recommended by the City Manager.
55

56 Section 7 – The City Manager is directed to cause the appropriate accounting
57 entries to be made in the books and records of the City.
58

59 Section 8 – This Ordinance shall be in full force and effect from and after
60 passage.
61

62 Passed at meeting: _____
63

64 _____
65 Mayor
66

67 Attest: _____, City Clerk
68
69

70 Filed as Ordinance: _____
71

72 _____
73 Approved as to form: Duke M. Donald, Assistant City Attorney
74

75 _____
76 Approved for Council action: Jason R. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 149

FILED: 06-11-19

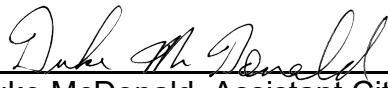
ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 2444 North Benton Avenue to Trigg, LLC, for \$15,100.00; authorize the issuance of a deed for same; and approve a budget adjustment to amend the Fiscal Year 2019-2020 budget.

BACKGROUND INFORMATION: The City acquired the property generally located at 2444 North Benton Avenue through the sewer tax bill program. Total acquisition costs, including legal costs, demolition costs, etc., were \$12,079.95. The City received the offer to purchase noted above. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval. (Net proceeds from the sale of the properties will be returned to the fund from which the property was purchased, up to the amount of the purchase price.) City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

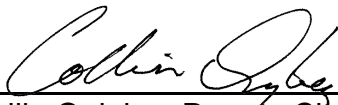
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the Committee has declared the above property to be surplus.

Submitted by:



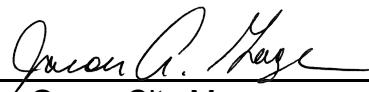
Duke McDonald, Assistant City Attorney

Recommended by:



Collin Quigley, Deputy City Manager

Approved by:



Jason Gage, City Manager

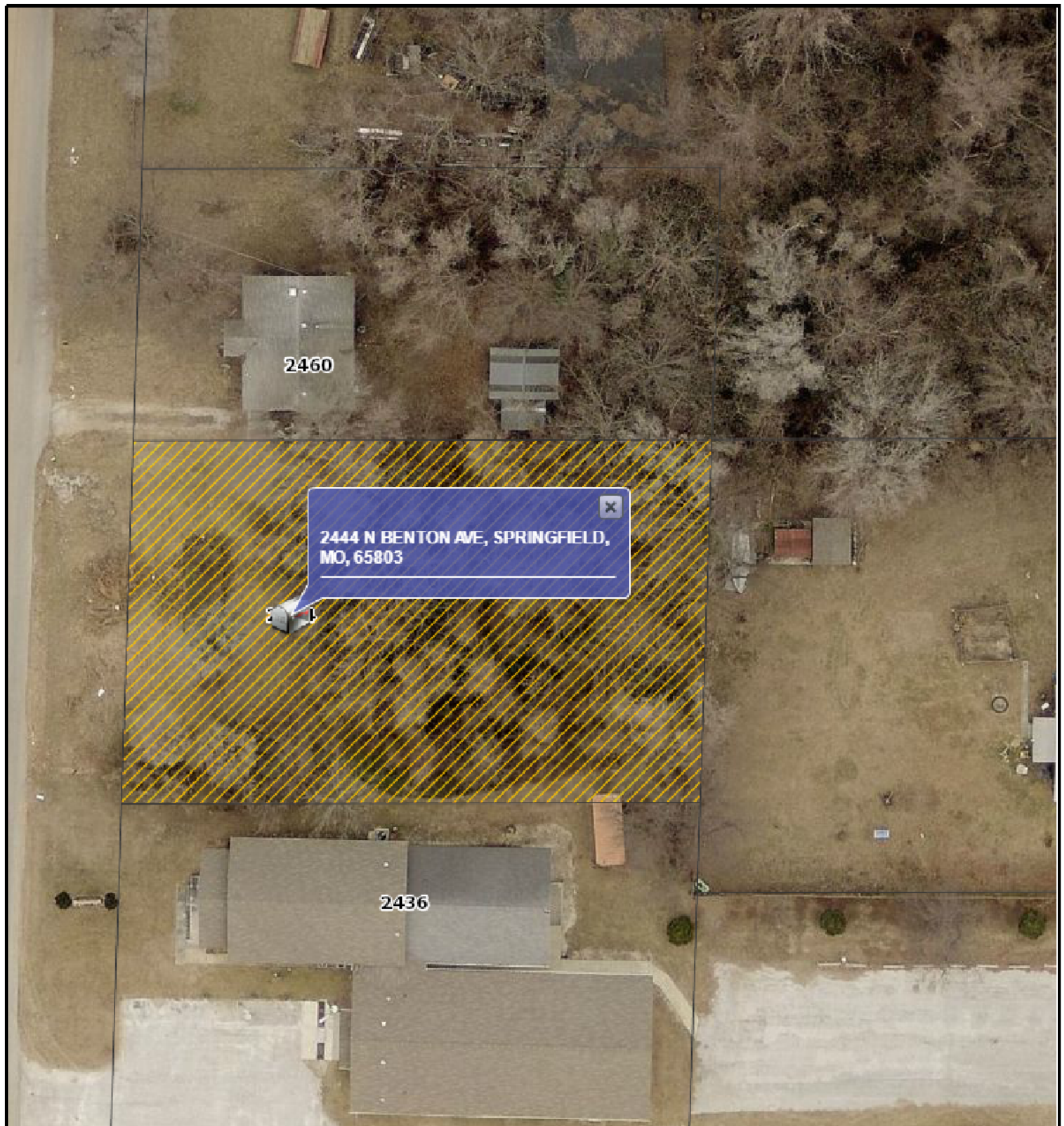


Exhibit A

DISCLAIMER: All information included on this map or digital file is provided 'as-is' for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

City of Springfield, Missouri
2444 North Benton Avenue



Printed: May 30, 2019

Exhibit B

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2019, by and between the City of Springfield, Missouri, Grantor, and Trigg LLC, 1645 East Holiday, Springfield, Missouri, 65804.

WITNESSETH, that the Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, SELL and CONVEY unto Grantee, and Grantee's successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of the North One-half (N1/2) of Lot Eighty-seven (87) and of Lot Eighty-Eight (88), and South One-half (S1/2) of Lot Eighty-nine (89), Wilkerson's Addition, a subdivision in Springfield, Greene County, Missouri, according to the recorded plat thereof, addressed as 2444 North Benton.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)
)
COUNTY OF GREENE)

ACKNOWLEDGMENT

On this _____ day of _____, 2019, before me personally appeared Ken McClure, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____ day of _____, 2019.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
0001

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	409170	000000	00000	3,020.05	Net proceeds of sale to Police and Fire Pension Fund
Net Revenue Adjustment						3,020.05	

Expenditures:

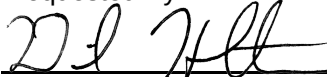
Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	500240	000000	00000	3,020.05	Net proceeds of sale to Police and Fire Pension Fund
Net Expenditure Adjustment						3,020.05	

Fund Balance Appropriation:

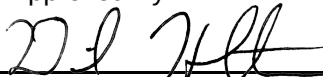
Fund	Title	Amount

Explanation: To amend the FY2019-20 budget by appropriating the net proceeds from the sale of property at 2444 North Benton Avenue to the Police and Fire Pension Fund.

Requested By:


Department Head 6/11/19
Date

Approved By:


Director of Finance 6/11/19
Date

City Manager Date

Authorization:

Council Bill No. 2019-149
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 15
Filed: 06-11-19

Sponsored by: Schilling

COUNCIL BILL 2019- 150 RESOLUTION

A RESOLUTION

1 AUTHORIZING the Mayor, on behalf of the City of Springfield to sign a Petition to
2 Remove Property from the College Station Transportation
3 Development District and authorizing any actions required to
4 remove certain property from the District pursuant to Section
5 238.208 of the Revised Statutes of Missouri.
6
7

8 WHEREAS, on March 16, 2006, the Circuit Court of Greene County, Missouri
9 issued a Final Order and Judgment Certifying Creation of the College Station
10 Transportation Development District (the "Order") pursuant to the Missouri
11 Transportation Development District Act, Sections 238.200 to 238.280 of the Revised
12 Statutes of Missouri, as amended (the "TDD Act") which formed the College Station
13 Transportation Development District (the "District") which included certain real property
14 (the "Original Property") within the boundaries of the District; and
15

16 WHEREAS, the City is the record owner of certain portions of the Original
17 Property located within the current boundaries of the District; and
18

19 WHEREAS, the City and the other owners of property within the District desire to
20 remove the existing residential real property from the District, as described in "Exhibit A"
21 (the "Removed Property"); and
22

23 WHEREAS, Section 238.208 of the Revised Statutes of Missouri, sets forth the
24 procedure and requirements to remove real property from a transportation development
25 district; and
26

27 WHEREAS, the City desires to authorize the necessary proceedings and any
28 actions related thereto to, and to authorize the Mayor to execute a petition, in the form
29 attached hereto as "Exhibit A," to remove the Removed Property from the District;
30

31 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
32 SPRINGFIELD, MISSOURI, as follows, that:
33

34 Section 1 – City Council hereby finds and determines that it is in the best
35 interests of the City to remove the Removed Property by authorizing the Mayor to sign

the petition which is attached hereto and incorporated herein as "Exhibit A" (the "Petition").

Section 2 – The Petition, in substantially the form attached hereto, is hereby approved. The Mayor is hereby authorized and directed to execute the Petition on behalf of the City.

Section 3 – The City Manager, other officers and employees of the City and the City's special legal counsel are hereby authorized to take such other steps as are necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4 – The sections of this Resolution shall be severable. In the event any section of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining sections of this Resolution shall be deemed valid, unless the court finds the valid sections of this Resolution are so essentially and inseparably connected with, and so dependent upon the void sections, that it cannot be presumed that the 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 5 – 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 2019-150

FILED: 06-11-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Mayor, on behalf of the City of Springfield to sign a Petition to Remove Property from the College Station Transportation Development District and authorizing any actions required to remove certain property from the District pursuant to Section 238.208 of the Revised Statutes of Missouri. (Staff recommends approval).

BACKGROUND INFORMATION: A Transportation Development District (TDD) is a separate political subdivision of the state that may be created for the purpose of issuing bonds, levying taxes, and applying special assessments or tolls to finance transportation-related improvements. TDDs may be utilized to fund, promote, plan, design, construct, improve, maintain, and operate transportation-related projects.

On March 16, 2006, the Circuit Court of Greene County, Missouri issued a Final Order and Judgment Certifying Creation of the College Station Transportation Development District (the "Order") pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended (the "TDD Act"). This Order formed the College Station Transportation Development District (the "TDD") which included certain real property (the "Original Property") within the boundaries of the District. The purpose of the College Station TDD is to assist in funding the construction and maintenance of the College Station Parking Deck. Its source of revenue is a 1-cent sales tax charged by businesses within the District.

The College Station TDD is governed by a Board of Directors. When the TDD was formed, there were no residents in the TDD, so the Board was made up of property owners, as permitted by the TDD Act.

In 2014, the College Station Lofts building was constructed. This building has loft apartments on the 2nd and 3rd floors and a variety of storefront uses (movie theater, small shops, restaurants, offices) on the first floor.

During a routine state audit of the TDD in 2016, the audit staff noted that the TDD Board composition was out of compliance with state law, since the College Station Lofts had been constructed and occupied. Under the TDD Act, when there are residents within a TDD, the Board may only consist of individuals residing in the District who are registered to vote and are at least twenty-one years of age.

In order to bring the Board into compliance, City staff has attempted for almost 2 years to recruit residents to serve on the TDD Board. However, because of the small pool of eligible board members, the relatively short-term residence periods of a downtown apartment building, and apparent disinterest in volunteering time to serve on a Board that, by agreement, has little power other than approving transfer of its funds to the City

to pay down debt on the parking garage, staff has been unsuccessful in recruiting enough residents to make up a full slate of board members.

Because operating a board made up of residents for the remaining 17-year life of the TDD appears to be impractical, staff recommends and the other owners of property within the District desire to remove the existing residential real property from the District, as described in "Exhibit A" (the "Removed Property"). In simple terms, this boundary amendment will put a "ceiling" in place and remove all property above the first floor of the College Station Lofts Building from the District. This will revert board membership back to the property owners as was originally intended when this TDD was established.

REMARKS: The City is the record owner of certain tracts of property located within the current boundaries of the District. This Resolution authorizes the Mayor to sign the Petition to Remove Property, in the form attached hereto as "Exhibit A," and authorizes taking any actions required to remove the Removed Property from the District pursuant to Section 238.208 of the Revised Statutes of Missouri. Staff recommends approval.

Submitted by:

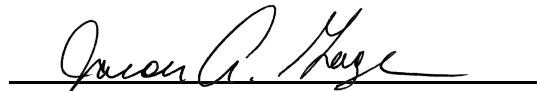


Sarah Kerner, Economic Development Director

Recommended by:



Mary Lilly Smith, Director



Jason Gage, City Manager

Exhibit A

**PETITION TO REMOVE PROPERTY
FROM
THE COLLEGE STATION TRANSPORTATION DEVELOPMENT DISTRICT**

_____, 2019

**PETITION TO REMOVE PROPERTY FROM
THE COLLEGE STATION TRANSPORTATION DEVELOPMENT DISTRICT**

To the Board of Directors of the College Station Transportation Development District (the “**District**”):

The undersigned real property owners (the “**Petitioners**”), being the owners collectively owning all of the property located within the District, legally described and depicted in **Exhibit A**, the District having been formed pursuant to Section 238.200 through 238.280, Revised Statutes of Missouri (the “**TDD Act**”), do by this unanimous petition hereby petition and request that the Board of Directors of the District remove from the District the real property legally described and depicted in **Exhibit C** attached hereto (the “**Removed Property**”). The ownership of the property located within the District is set out on **Exhibit B** attached hereto.

In support of this petition, the Petitioners state that removal of the Removed Property from the District will not materially affect any obligations of the District, as the Removed Property (as legally described and depicted in **Exhibit C**) consists of residential apartments and the sole funding mechanism within the District is a sales tax imposed on retail transactions within the District, none of which transactions currently take place within the Removed Property.

WHEREFORE, Petitioners respectfully request that the Board remove the Removed Property from the District in accordance with the information set forth in this petition, and take all other appropriate and necessary action that is consistent with the TDD Act to remove the Removed Property from the District.

[remainder of page intentionally left blank]

**EXECUTION PAGE FOR PETITION TO REMOVE PROPERTY FROM
THE COLLEGE STATION TRANSPORTATION DEVELOPMENT DISTRICT**

Name of owner: CITY OF SPRINGFIELD, MISSOURI

Owner's telephone number: 417-864-1035 (Sarah Kerner, Economic Development Director)

Owner's mailing address: 840 N. Boonville Ave., Springfield MO 65802

Name of person signing on behalf of owner signer: Ken McClure

Basis of legal authority for person to sign on behalf of owner: Mayor

Signer's mailing address: 840 N. Boonville Ave., Springfield MO 65802

Legal descriptions of real property owned within the District:

Parcel ID: 1323105017	See Exhibit B
Parcel ID: 1323105022	See Exhibit B
Parcel ID: 1323105023	See Exhibit B
Parcel ID: 1323105024	See Exhibit B
College Street	See Exhibit B

By executing the Petition, the undersigned represents and warrants that he or she is authorized to execute the Petition on behalf of the property owner named immediately above.

Date: _____

Signature: _____

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

Before me personally appeared KEN MCCLURE, to me personally known to be the individual described in and who executed the foregoing instrument.

By: _____

Notary Name: _____

Notary Public - State of _____

Commissioned in _____ County

My Commission Expires: _____

(SEAL)

**EXECUTION PAGE FOR PETITION TO REMOVE PROPERTY FROM
THE COLLEGE STATION TRANSPORTATION DEVELOPMENT DISTRICT**

Name of owner: COLLEGE STATION, L.L.C.

Owner's telephone number: _____

Owner's mailing address: P.O. Box 550, Strafford MO 65757

Name of person signing on behalf of owner signer: _____

Basis of legal authority for person to sign on behalf of owner: _____

Signer's mailing address: _____

Legal descriptions of real property owned within the District:

Parcel ID: 1323104004	See Exhibit B
Parcel ID: 1323104005	See Exhibit B
Parcel ID: 1323105016	See Exhibit B

By executing the Petition, the undersigned represents and warrants that he or she is authorized to execute the Petition on behalf of the property owner named immediately above.

Date: _____

Signature: _____

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

Before me personally appeared _____, to me personally known to be the individual described in and who executed the foregoing instrument.

By: _____

Notary Name: _____

Notary Public - State of _____

Commissioned in _____ County

My Commission Expires: _____

(SEAL)

**EXECUTION PAGE FOR PETITION TO REMOVE PROPERTY FROM
THE COLLEGE STATION TRANSPORTATION DEVELOPMENT DISTRICT**

Name of owner: COLLEGE STATION LOFTS, LLC

Owner's telephone number: _____

Owner's mailing address: 1010 E Elm Street Ste. 3, Springfield MO 65806

Name of person signing on behalf of owner signer: _____

Basis of legal authority for person to sign on behalf of owner: _____

Signer's mailing address: _____

Legal descriptions of real property owned within the District:

Parcel ID: 1323105018	See Exhibit B
-----------------------	---------------

By executing the Petition, the undersigned represents and warrants that he or she is authorized to execute the Petition on behalf of the property owner named immediately above.

Date: _____

Signature: _____

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

Before me personally appeared _____, to me personally known to be the individual described in and who executed the foregoing instrument.

By: _____

Notary Name: _____

Notary Public - State of _____

Commissioned in _____ County

My Commission Expires: _____

(SEAL)

**EXECUTION PAGE FOR PETITION TO REMOVE PROPERTY FROM
THE COLLEGE STATION TRANSPORTATION DEVELOPMENT DISTRICT**

Name of owner: THE SHOPPES AT COLLEGE STATION, LLC

Owner's telephone number: _____

Owner's mailing address: P.O. Box 550, Strafford MO 65757

Name of person signing on behalf of owner signer: _____

Basis of legal authority for person to sign on behalf of owner: _____

Signer's mailing address: _____

Legal descriptions of real property owned within the District:

Parcel ID: 1323105019	See Exhibit B
Parcel ID: 1323105020	See Exhibit B
Parcel ID: 1323105021	See Exhibit B

By executing the Petition, the undersigned represents and warrants that he or she is authorized to execute the Petition on behalf of the property owner named immediately above.

Date: _____

Signature: _____

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

Before me personally appeared _____, to me personally known to be the individual described in and who executed the foregoing instrument.

By: _____

Notary Name: _____

Notary Public - State of _____

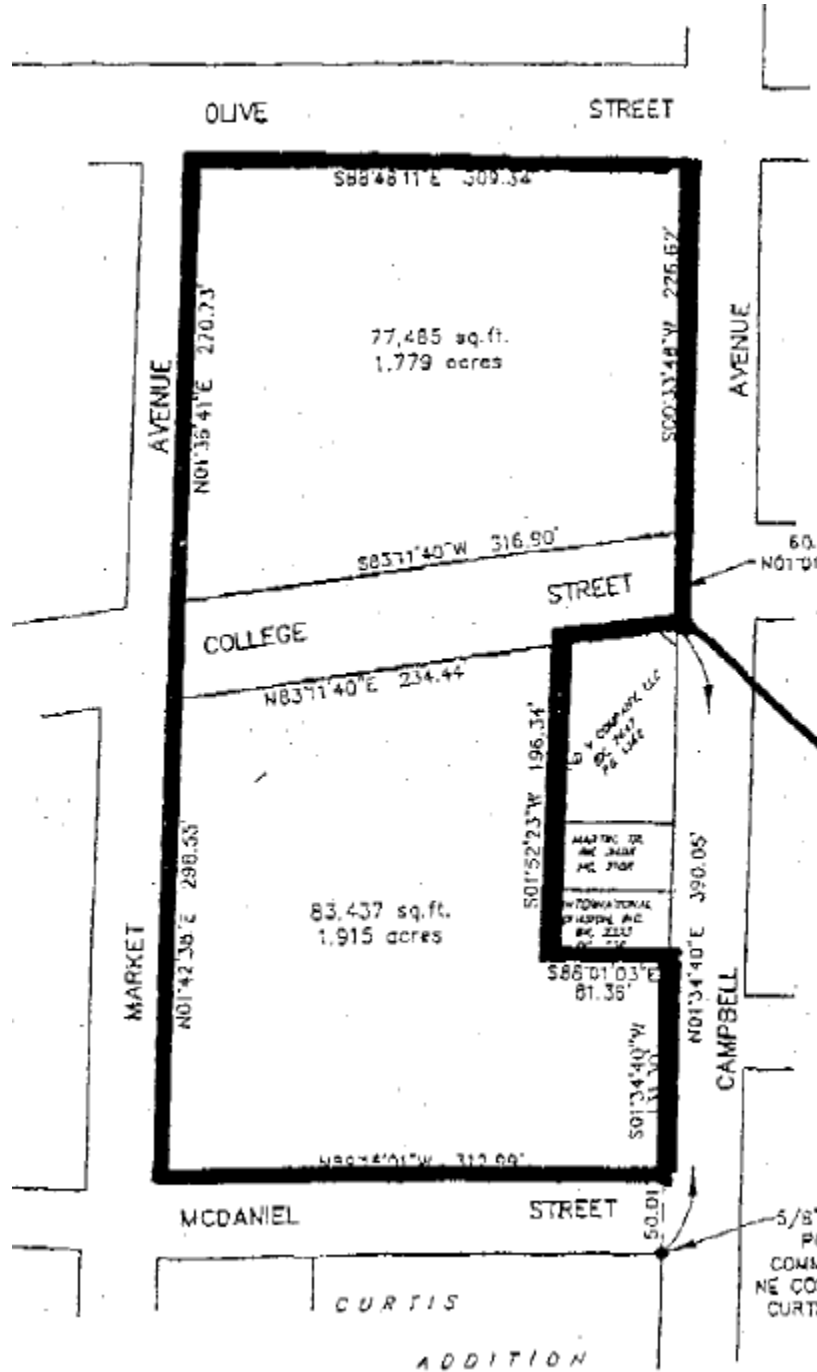
Commissioned in _____ County

My Commission Expires: _____

(SEAL)

EXHIBIT A

DEPICTION AND LEGAL DESCRIPTION OF ALL REAL PROPERTY WITHIN THE DISTRICT



A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF COLLEGE STATION PHASE ONE, A SUBDIVISION IN THE CITY OF SPRINGFIELD; THENCE SOUTH, ALONG THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE TO THE SOUTH RIGHT-OF-WAY LINE OF COLLEGE STREET; THENCE SOUTHWESTERLY, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 81.20 FEET TO THE EAST LINE OF AN EXISTING ALLEY; THENCE SOUTH, ALONG SAID EAST LINE, 196.34 FEET; THENCE EAST, 81.36 FEET TO THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE; THENCE SOUTH, ALONG SAID WEST RIGHT-OF-WAY LINE, 131.30 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MCDANIEL STREET; THENCE WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 312.99 FEET TO THE EAST RIGHT-OF-WAY LINE OF MARKET AVENUE; THENCE NORTH, ALONG SAID EAST RIGHT-OF-WAY LINE, 629.66 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLIVE STREET; THENCE EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 309.34 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 4.13 ACRES.

EXHIBIT B

OWNERSHIP OF PROPERTY WITHIN DISTRICT

The following constitutes the owners of all of the real property within the College Station Transportation Development District in the City of Springfield, Greene County, Missouri:

Owner	Parcel ID	Legal Description
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North Tract

College Station LLC	1323104004	Lot One (1) in College Station Theater, an Administrative Re-Plat of Lot 1 in College Station Phase 1, a subdivision in the City of Springfield, Greene County, Missouri, as per the recorded plat thereof.
	1323104005	Lot Two (2) in College Station Theater, an Administrative Re-Plat of Lot 1 in College Station Phase 1, a subdivision in the City of Springfield, Greene County, Missouri, as per the recorded plat thereof; together with the 5 foot vacated portion of College Street adjacent thereto.

South Tract

College Station LLC	1323105016	Lot Two (2) in College Station Car Park, an Administrative Re-Plat of College Station Phase 2, a subdivision in the City of Springfield, Greene County, Missouri, as per the recorded plat thereof.
College Station Lofts, LLC	1323105018	Lot Four (4) in College Station Car Park, an Administrative Re-Plat of College Station Phase 2, a subdivision in the City of Springfield, Greene County, Missouri, as per the recorded plat thereof.
Shoppes at College Station LLC	1323105019	Ground Floor Unit One (1) in College Station Condominium, a Re-Plat of Lot 1 of College Station Car Park, a subdivision in the City of Springfield, Greene County, Missouri, as per the recorded plat thereof.
	1323105020	Ground Floor Unit Two (2) in College Station Condominium, a Re-Plat of Lot 1 of College Station Car Park, a subdivision in the City of Springfield, Greene County, Missouri, as per the recorded plat thereof.
	1323105021	Ground Floor Unit Three (3) in College Station Condominium, a Re-Plat of Lot 1 of College Station Car Park, a subdivision in the City of Springfield, Greene County, Missouri, as per the recorded plat thereof.

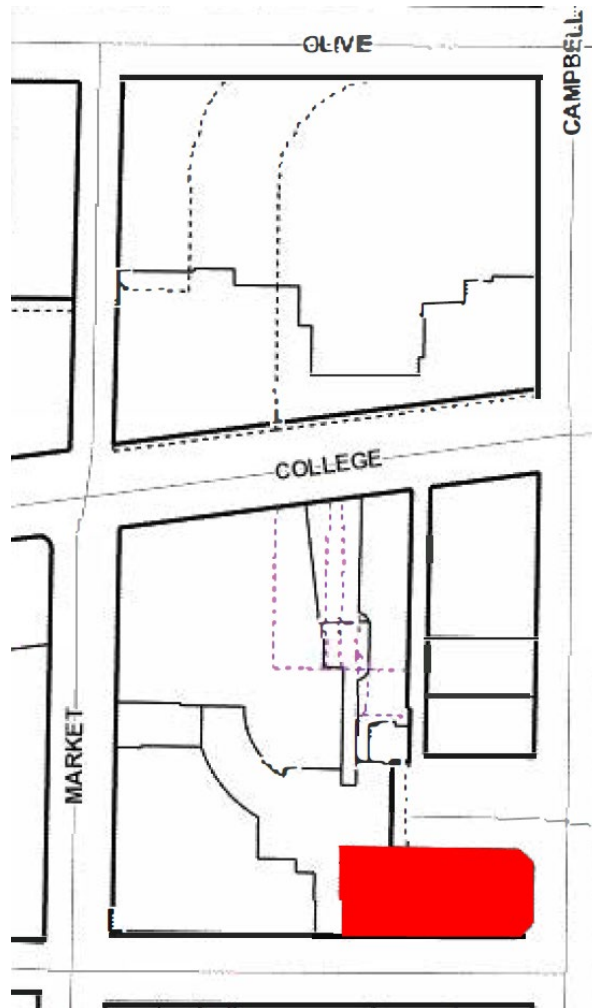
City of Springfield, Missouri	1323105017	Lot Three (3) in College Station Car Park, an Administrative Re-Plat of College Station Phase 2, a subdivision in the City of Springfield, Greene County, Missouri, as per the recorded plat thereof.
	1323105022	Parking Deck Unit Four (4) in College Station Condominium, a Re-Plat of Lot 1 of College Station Car Park, a subdivision in the City of Springfield, Greene County, Missouri, as per the recorded plat thereof.
	1323105023 1323105024	Common Elements in College Station Condominium, a Re-Plat of Lot 1 of College Station Car Park, a subdivision in the City of Springfield, Greene County, Missouri, as per the recorded plat thereof.
	College Street	The land covered by the right of way of College Street, lying along the southerly line of Lot Two (2) in College Station Theater, an Administrative Re-Plat of Lot 1 in College Station Phase 1, a subdivision in the City of Springfield, Greene County, Missouri, as per the recorded plat thereof, extending east from the easterly right of way line of Market Avenue to the westerly right of way line of Campbell Avenue.

EXHIBIT C

PETITION TO REMOVE PROPERTY FROM THE COLLEGE STATION TRANSPORTATION DEVELOPMENT DISTRICT

Depiction and Legal Description of the Property to be Removed

The area shown shaded in red, below, contains the Removed Property.



Removed Property:

That portion of the following described real estate that exceeds in elevation the first story of any multi-floor building constructed thereon:

Lot Four (4) in College Station Car Park, an Administrative Re-Plat of College Station Phase 2, a subdivision in the City of Springfield, Greene County, Missouri, as per the recorded plat thereof.