



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 July 15, 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. July 1, 2019 City Council Meeting.**
- 3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.**
- 4. CEREMONIAL MATTERS.**
- 5. CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.**
- 6. SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On. Council Bill 2019-142 Was Amended At The July 1, 2019 City Council Meeting And Public Hearing Is Being Continued On Amendment Only. Citizens May Speak To Amendment Only. May Be Voted On. Council Bill 2019-143 Was Tabled At The July 1, 2019 City Council Meeting.**
- 7. Amended Council Bill 2019-142. (Ollis, Hosmer, Lear, And McGull) Citizens May Speak To Amendment Only. May Be Voted On.**

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:

[2019-142AMENDED.PDF](#)

8. Council Bill 2019-143. (Ollis, Hosmer, Lear, And McGull) Tabled At The July 1, 2019 City Council Meeting.

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](#)

9. Council Bill 2019-155. (Schilling)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 8.4 acres of property, generally located at 3145 South Campbell Avenue, from Planned Development 25, 4th Amendment to HC, Highway Commercial District; establishing Conditional Overlay District No. 175; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: South Campbell Investments, LLC; 3145 South Campbell Avenue; Z-14-2019 w/Conditional Overlay District No. 175.)

Documents:

[2019-155.PDF](#)

10. Council Bill 2019-156. (Schilling)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 6.18 acres of property, generally located at the 4900 block of South Campbell Avenue, from R-MD, Medium-density Multi-family Residential District, with Conditional Overlay District No. 152, to O-2, Office District; establishing Conditional Overlay District No. 176; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: A. Daniel Pinheiro; 4900 Block of South Campbell Avenue; Z-15-2019 w/COD No. 176.)

Documents:

[2019-156.PDF](#)

11. Council Bill 2019-157. (Simpson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 4.2 acres of property, generally located at 2915 South National Avenue, from Planned Development 26; Planned Development 26, 1st amendment; Planned Development 51; and R-SF, Single-Family Residential District to Planned Development 370. (Staff and Planning and Zoning Commission both recommend approval.)

Documents:

[2019-157.PDF](#)

12. Council Bill 2019-158. (Ollis)

A special ordinance authorizing the City Manager to execute an addendum to the Intergovernmental Agreement between the City and School District of Springfield R-12 for the purpose of sharing the costs of a third-party vendor to operate a school crossing guard program for one additional year.

Documents:

[2019-158.PDF](#)

13. RESOLUTIONS.

14. EMERGENCY BILLS.

15. PUBLIC IMPROVEMENTS.

16. GRANTS. Citizens May Speak. May Be Voted On.

17. Council Bill 2019-160. (Simpson)

A special ordinance authorizing the City Manager, or his designee, to accept a grant from the Missouri Division of Workforce Development in the amount of \$251,811.00, to implement the Missouri Works Together program, to provide temporary disaster-relief employment and career and training services to workers impacted by the opioid crisis; amending the budget for the Department of Workforce Development for Fiscal Year 2019-2020 in the amount of \$251,811.00; and declaring that this bill qualifies for approval in one reading.

Documents:

[2019-160.PDF](#)

18. AMENDED BILLS.

19. COUNCIL BILLS FOR PUBLIC HEARING.

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

21. Council Bill 2019-161. (Ferguson)

A general ordinance amending Springfield City Code Chapter 106 – ‘Traffic and Vehicles,’ Article I. – ‘In General,’ Section 106-35. – ‘Wrecked, discarded or inoperable vehicles,’ to re-define “Inoperable vehicle” in order to simplify enforcement.

Documents:

[2019-161.PDF](#)

22. Council Bill 2019-162. (McGull)

A special ordinance approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 4 Public Sewer Rehabilitation – Open Cut Repairs Part 2 project; accepting the bid of Rosetta Construction, LLC, for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment to amend the Fiscal Year 2019-2020 budget of the Department of Environmental Services Clean Water Enterprise Fund in the amount of \$4,275,300.

Documents:

23. **Council Bill 2019-163. (Schilling)**

A special ordinance approving the sale of real property at 4177 South Broadway Avenue to David Styles for \$800.00; and authorizing the issuance of a deed for same

Documents:

[2019-163.PDF](#)

24. **Council Bill 2019-164. (Schilling)**

A special ordinance amending the Park Board's Fiscal Year 2018-2019 operating budget by increasing both revenue and expenses in the amount of \$450,000 to allocate \$300,000 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales Tax Funds and \$150,000 of transfers from other funds, respectively.

Documents:

[2019-164.PDF](#)

25. **Council Bill 2019-165. (Hosmer)**

A special ordinance amending the Fiscal Year 2018-2019 operating budget by increasing both revenue and expenses in the amount of \$132,904 in various Special Revenue and Capital Project Funds, for the purpose of accounting for certain reimbursements and associated offsetting expenses.

Documents:

[2019-165.PDF](#)

26. **Council Bill 2019-166. (Hosmer)**

A special ordinance amending the Fiscal Year 2018-2019 operating budget in the General Fund by increasing both revenue and expenses in the amount of \$80,876 for the purpose of adjusting for certain reimbursements and associated offsetting expenses as well as adjusting the salary budget for retirement payouts.

Documents:

[2019-166.PDF](#)

27. **Council Bill 2019-167. (Fisk)**

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University, for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

Documents:

[2019-167.PDF](#)

28. **Council Bill 2019-168. (Ollis)**

A special ordinance authorizing the City Manager to enter into an agreement between the City, CU, Greene County and the Missouri Department of Public Safety to integrate the Trunked Radio System ("TRS") into the Missouri Statewide Interoperability Network.

Documents:

[2019-168.PDF](#)

29. **Council Bill 2019-169. (Ollis)**

A special ordinance authorizing the City Manager to enter into a revised agreement between the City of Springfield, City Utilities of Springfield, and Greene County for the purpose of updating the 800 megahertz Trunked Radio System ("TRS") to provide improved law enforcement and public safety communications among the various agencies and departments.

Documents:

[2019-169.PDF](#)

30. **PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.**

Ms. Amy Champlin wishes to address City Council.

31. **NEW BUSINESS.**

Refer to the Plans and Policies Committee possible adoption of the International Energy Conservation Code as part of the Land Development Code.

32. **UNFINISHED BUSINESS.**

33. **MISCELLANEOUS.**

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

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

36. **Council Bill 2019-170. (Lear)**

A resolution declaring the intent to provide defense and indemnification to employees Jennifer Swan and James C. Holland. (Risk Management, City Manager, and the Law Department recommend approval.)

Documents:

[2019-170.PDF](#)

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

38. **Council Bill 2019-159. (Schilling)**

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of South Campbell Addition, generally located at 3145 South Campbell Avenue, upon the filing and recording of a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

[2019-159.PDF](#)

39. **BOARD CONFIRMATIONS.**

Confirm the following appointments to the Airport Board: Paige Oxendine and Jay Titus with terms to expire June 1, 2022.

40. **END OF CONSENT AGENDA.**

41. **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.

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

Sponsored by Ollis, Hosmer,
Lear, and McGull

First Reading _____
AMENDED
COUNCIL BILL 2019-142

Second Reading _____
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, alternative nicotine products,

172 or vapor products except in the original package distributed by the
173 manufacturer.

174
175 (2) Distribute or cause to be distributed any free samples of cigarettes
176 or smokeless tobacco products, alternative nicotine products, or
177 vapor products.

178
179 (3) Sell cigarettes and smokeless tobacco products, alternative
180 nicotine products, or vapor products in any way except in a direct,
181 face-to-face exchange between the retailer and the consumer.
182 Retailers shall display, store and hold for sale cigarettes and
183 smokeless the tobacco products, alternative nicotine products, or
184 vapor products in such a manner that they are accessible only to
185 employees of such retailer.
186

187 Sec. 58-1057. - Enforcement.
188

189 (a) The Department shall have the authority to enforce this Article in a manner
190 that can reasonably be expected to reduce the extent to which tobacco
191 products, alternative nicotine products, or vapor products are sold or
192 distributed to persons under the age of 21 years and shall conduct a
193 minimum of one random, unannounced enforcement check per year at
194 locations where tobacco products, alternative nicotine products, or vapor
195 products are sold or distributed, which will be a compliance check
196 involving a person under the age of 21 years.
197

198 (b) Persons under the age of 21 years may be enlisted to test compliance with
199 sections 58-1052 and 58-1054 to 58-1056; provided, however, that
200 persons who are under the age of 18 may be used to test compliance only
201 if written consent of such person's parents or parent or lawful guardian is
202 on file with the Department, and only under the auspices and supervision
203 of the Department.
204

205 Sec. 58-1058. – Permit Required.
206

207 (a) Within sixty days of the effective date of this Article, it shall be unlawful for
208 any person to barter, sell, cause to be sold, distribute, furnish or permit the
209 sale or distribution of tobacco products, alternative nicotine products, or
210 vapor products unless that person has obtained a permit to sale or
211 distribute such products from the City. No fee shall be assessed for such
212 permit unless otherwise authorized by law. A permit shall be valid for one
213 year or the remaining portion of a calendar year and expire on December
214 31 of each year. A permit must be renewed annually and shall be required
215 for each location at which tobacco products, alternative nicotine products,
216 or vapor products are sold or distributed. This permit shall be in addition to
217 any other permit or license required by other local, state, or federal

218 government.

219
220 (b) It shall be unlawful for any person required by the provisions of this Article
221 to secure a permit to advertise to give, barter, sell, cause to be sold,
222 distribute, furnish or permit the sale or distribution of tobacco products,
223 alternative nicotine products, or vapor products without first securing a
224 permit. The listing in an advertisement of an address which is inside the
225 city or a telephone number for a phone located inside the city shall
226 constitute prima facie evidence that the person is engaged in the activity
227 that is advertised. For purposes of this section, advertising means the use
228 of any handbill, billboard, sign, newspaper, radio, loudspeaker, television,
229 telephone listing, or other message or device whereby the services or
230 products are offered or held out to the public.

231
232 (c) Permits shall be subject to denial, nonrenewal, and revocation pursuant to
233 the procedure described for licenses in Section 70-51. Permits may be
234 denied, not renewed, or revoked for failure to comply with the
235 requirements of this Article or any other applicable section of the City
236 Code. A permit shall not be issued when the City has reason to believe
237 the issuance of the permit will result in the operation of a business in
238 violation of this Code.

239
240 Sec. 58-1059. – Penalties.

241
242 (a) Any person, except as described in (b) of this section, including but not
243 limited to, a permit holder or agent of that permit holder, that violates any
244 provision of Section 58-1052 or Sections 58-1054 through Section 58-
245 1056 shall be punished by:

246
247 (1) A fine of not less than \$250.00 for the first violation within a three-
248 year period;

249
250 (2) A fine of not less than \$500.00 for the second violation and any
251 additional violation within a three-year period.

252
253 (b) Any employee of a permit holder that violates any provision of Section 58-
254 1052 or Sections 58-1054 through Section 58-1056 shall be punished by:

255
256 (1) A fine of not less than \$50.00 for the first violation within a three-
257 year period;

258
259 (2) A fine of not less than \$100.00 for the second violation and any
260 additional violation within a three-year period.

261
262 (c) If three or more violations occur at a permitted location, or are committed
263 by a permit holder, any employee or agent of a permit holder, or any

264 combination thereof, the permit shall be subject to revocation or
265 nonrenewal as set forth in this Article.

266
267 (d) Any person who sells tobacco products, alternative nicotine products, or
268 vapor products without a license required by Chapter 70 or without a
269 permit required by this Article shall be punished by a fine of not less than
270 \$500.00 and not more than \$1,000.00 or by imprisonment in jail for a
271 period not exceeding 180 days, or both such fine and imprisonment.

272
273 (e) For purposes of determining the liability of a person controlling franchises
274 or business operations in multiple locations for a second or subsequent
275 violation under this section, each individual franchise or business location
276 shall be deemed a separate entity.

277
278 Section 3 – Savings Clause. Nothing in this Ordinance shall be construed to
279 affect any suit or proceeding now pending in any court or any rights acquired, or liability
280 incurred nor any cause or causes of action accrued or existing, under any act or
281 Ordinance repealed hereby, or shall any right or remedy of any character be lost,
282 impaired, or affected by this Ordinance.

283
284 Section 4 – Severability Clause. If any section, subsection, sentences, clause, or
285 phrase shall not affect the validity of the remaining portions of this Ordinance. City
286 Council hereby declares that it would have adopted this Ordinance and each section,
287 subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or
288 more sections, subsections, sentences, clauses, or phrases be declared invalid.

289
290 Section 5 – This Ordinance shall be in full force and effect from and after
291 passage by City Council.

292
293 Passed at meeting: _____

294
295 _____
296 Mayor

297
298 Attest: _____, City Clerk

299
300
301 Filed as Ordinance: _____

302
303 _____
304 Approved as to form: Don Will, Assistant City Attorney

305
306 _____
307 Approved for Council action: Jason A. Hays, City Manager

SUPPLEMENTAL EXPLANATION TO COUNCIL BILL 2019-142

FILED: 07-02-19

ORIGINATING DEPARTMENT: Law

BACKGROUND: At the July 1, 2019, City Council amended Council Bill 2019-142 by striking the text of lines 171 and 172 and replacing that text with the following:

(1) Sell cigarettes or smokeless tobacco, alternative nicotine products, or vapor products except in the original package distributed by the manufacturer.

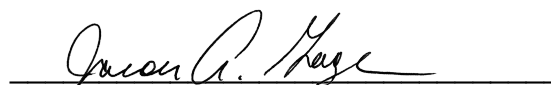
and by striking the text of lines 181 to 183 and replacing that text with the following:

Retailers shall display, store and hold for sale cigarettes and smokeless the tobacco products, alternative nicotine products, or vapor products in such a manner that they are accessible only to employees of such retailer.

Submitted by:

Approved by:


Rhonda Lewsader, City Attorney


Jason Gage, 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.

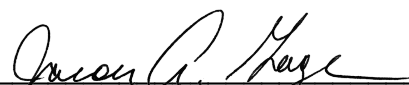
Tobacco 21, which raises the minimum legal sales age from 18 years old to 21 years old, has proven effective in decreasing tobacco rates. The Institutes of Medicine found Tobacco 21 reduced smoking rates by 25% in 15-17 year old's and 15% among 18-20 year old's. This reduction in youth initiation of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

Approved by:


Clay Goddard, Director of Health


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.

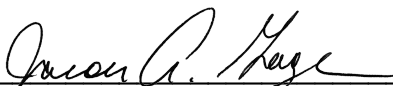
Removal of Section 78-8 eliminates the financial penalties for purchase and possession under the age of 18, removing the risk of placing undue burden on youth, while still allowing law enforcement individuals to confiscate tobacco products from individuals under the age of 18.

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. X
Pgs. 21
Filed: 06-25-19

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 155

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 8.4 acres of property,
3 generally located at 3145 South Campbell Avenue, from Planned
4 Development 25, 4th Amendment to HC, Highway Commercial District;
5 establishing Conditional Overlay District No. 175; and adopting an
6 updated Official Zoning Map. (Staff and Planning and Zoning Commission
7 recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 3145 South Campbell Avenue, and more fully described in "Exhibit
12 B" from Planned Development 25, 4th Amendment to HC, Highway Commercial District,
13 and establishing Conditional Overlay District No. 175; and
14

15 WHEREAS, Conditional Overlay District No. 175 shall modify the requirements
16 of the Springfield Land Development Code Section 36-422, HC, Highway Commercial
17 District, by requiring that the property described in "Exhibit B" comply with the
18 requirements described in "Exhibit A;" and
19

20 WHEREAS, following proper notice, a public hearing was held before the
21 Planning and Zoning Commission on June 6, 2019, a copy of the Record of
22 Proceedings from said public hearing being attached hereto and incorporated herein by
23 this reference as "Exhibit C," and said Commission made its recommendation; and
24

25 WHEREAS, the City has reviewed the applicant's request and prepared a staff
26 report concerning the application which is attached hereto and incorporated herein by
27 this reference as "Exhibit D;" and
28

29 WHEREAS, proper notice was given of a public hearing before City Council, and
30 said hearing was held in accordance with law.
31

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

34
35 Section 1 – The property described in "Exhibit B," which is attached hereto and
36 incorporated herein by this reference, is hereby rezoned from Planned Development 25,
37 4th Amendment, or such zoning districts as are designated on the official zoning map
38 adopted by City Council, to HC, Highway Commercial District. City Council hereby
39 establishes Conditional Overlay District No. 175 and the requirements of said
40 Conditional Overlay District, which are described in "Exhibit A" and are hereby
41 incorporated herein by this reference as if set out verbatim herein, shall apply to the
42 subject property. Springfield Land Development Code, Section 36-306, 'Official zoning
43 map and rules for interpretation,' is hereby amended, changed and modified consistent
44 with this Ordinance.

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

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

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

57
58 Passed at meeting: _____

59
60
61 _____
62 Mayor

63 Attest: _____, City Clerk

64
65 Filed as Ordinance: _____

66
67
68 Approved as to form: Achale T. Wudu, Assistant City Attorney

69
70
71 Approved for Council action: Jason A. Mage, City Manager

EXPLANATION TO COUNCIL BILL 2019 -155

FILED: 06-25-19

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 8.4 acres of property generally located at 3145 South Campbell Avenue from Planned Development 25, 4th Amendment to HC, Highway Commercial District, and establishing Conditional Overlay District No. 175. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-14-2019/ CONDITIONAL OVERLAY DISTRICT NO. 175

The applicant is proposing to rezone the property located at the 3145 South Campbell Avenue from Planned Development 25, 4th Amendment to HC, Highway Commercial District, and establishing Conditional Overlay District No. 175. The applicant is proposing to utilize the existing building for a climate-controlled self-service storage facility and subdivide an additional lot to sell for commercial uses. The property is being concurrently platted into two lots and both cases will have public hearings before City Council.

The Conditional Overlay District will prohibit uses, add use limitations and bufferyard requirements, and restrict intensity of development, exterior lighting and height.

REMARKS:

The Planning and Zoning Commission held a public hearing on June 6, 2019 and recommended to approve the proposed Conditional Overlay District No. 175, by a vote of 8 to 0.

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

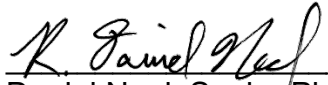
FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies this as an appropriate area for Medium Intensity Retail, Office or Housing. This mixed category indicates that a variety of commercial and/or mid-or high-density housing may be appropriate at major intersections along certain road corridors.
2. This application meets the intent of the HC district which is intended for commercial uses that depend upon high visibility, generate high traffic volumes,

or cater to the traveling public. These characteristics dictate that this district be located along or at the intersections of arterial classification streets or along frontage roads adjacent to the interstate or other limited-access streets.

3. Approval of this application will allow for redevelopment of this property and promote infill development 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: Affidavit of Neighborhood Notification and Meeting Summary

Attachment 3: Conditional Overlay District Provisions

Exhibit A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-14-2019 & CONDITIONAL OVERLAY DISTRICT NO. 175

The requirements of *Section 36-422* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The following uses shall be permitted:
 - a. Accessory uses, as permitted by section 36-450, accessory structures and uses.
 - b. Art galleries, libraries, and museums.
 - c. Auction sales and flea markets entirely within enclosed buildings.
 - d. Automobile service stations.
 - e. Automobile washing businesses, including automatic, coin-operated, and moving-line facilities.
 - f. Catering businesses.
 - g. Churches and other places of worship, including parish houses, and Sunday schools.
 - h. Civic, convention, and cultural centers.
 - i. Day care centers in accordance with chapter 36, article XI, Springfield City Code.
 - j. Eating and drinking establishment use group.
 - k. Entertainment-oriented use group.
 - l. General office use group.
 - m. Medical office use group.
 - n. Personal services use group.
 - o. Public or private vehicle and boat storage garages, yards or lots.
 - p. Retail sales use group.
 - q. Schools, business.
 - r. Schools or development centers for persons with handicaps or development disabilities.
 - s. Self-service storage facilities.
 - t. Temporary lodging use group.
 - u. Wholesale sales
2. No conditional uses (as defined by section 36-422 shall be allowed).
3. The following additional use limitations shall apply:
 - a. An outdoor public address system is prohibited.
 - b. All activities and permitted uses, except off-street parking and loading facilities and vehicle storage, shall be conducted wholly inside a building or buildings.

4. Intensity of Development shall not exceed a floor area ratio, for permitted structures, of 0.5 for self-service storage facilities, and 0.25 of all other uses.
5. No structure shall exceed the height of thirty-five (35) feet.
6. The following Perimeter Treatments shall be applied:
 - a. Bufferyards shall be applied per the current Zoning Ordinance requirements; however, provided the existing bufferyard vegetation meets the planting requirements per the landscaping and bufferyard section and is maintained, then no additional plantings shall be required. The Administrative Review Committee (ARC) has authority to make appropriate administrative rulings when the application and/or operation of the regulations will produce results contrary to the intent of the land development code and to commonly accepted land development practice. A six (6) foot privacy fence shall be maintained along the western property line.
7. The following additional exterior lighting requirements shall be applied:
 - a. The light source of luminaire for all exterior lighting shall have a cutoff so that the bare light bulb, lamp or light source is completely shielded from the direct view of an observer at ground level at a property line adjacent to a public right-of-way or adjacent property or, if a bufferyard is required, at the interior bufferyard line.
 - b. No flickering or flashing lights shall be permitted.
 - c. Light sources or luminaires shall not be located within bufferyard areas except on pedestrian walkways.

Exhibit B

LEGAL DESCRIPTION
ZONING CASE Z-14-2019 & CONDITIONAL OVERLAY DISTRICT NO. 175

Tract I:

Commencing at the Northeast corner of the South One-Half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Two (2), Township Twenty-Eight (28), Range Twenty-Two (22); thence South along the East line said South One-Half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$), a distance of 413.64 feet; thence North $88^{\circ}48'08''$ West a distance of 486.56 feet to the Point of Beginning; thence South $02^{\circ}13'09''$ West, a distance of 246.22 feet, to a point being on the North line of Ertis Johnson Addition, a Recorded Subdivision in the City of Springfield, Greene County, Missouri; thence North $88^{\circ}35'14''$ West, along the North line of said Ertis Johnson Addition, a distance of 300.00 feet; thence North $02^{\circ}13'09''$ East a distance of 245.09 feet; thence South $88^{\circ}48'08''$ East, a distance of 300.00 feet to the Point of Beginning, all being a part of the South One-Half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Two (2), Township Twenty-Eight (28), Range Twenty-Two (22), in the City of Springfield, Greene County, Missouri.

Tract II:

Commencing at the Northeast corner of the South One-Half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Two (2), Township Twenty-Eight (28), Range Twenty-Two (22); thence South $01^{\circ}57'22''$ West along the East line of said Section Two (2), a distance of 19.40 feet; thence North $88^{\circ}40'27''$ West, a distance of 48.80 feet for a Point of Beginning, said point being on the West Right-of-Way line of Campbell Avenue; thence South $02^{\circ}13'09''$ West along the West Right-of-Way line of said Campbell Avenue, a distance of 394.28 feet; thence North $88^{\circ}48'08''$ West, a distance of 736.00 feet; thence North $02^{\circ}13'02''$ East, a distance of 396.25 feet; thence South $88^{\circ}40'27''$ East, a distance of 736.00 feet to the Point of Beginning; all in the City of Springfield, Greene County, Missouri.

Exhibit C

**RECORD OF PROCEEDINGS
ZONING CASE Z-14-2019 & CONDITIONAL OVERLAY DISTRICT NO. 175
Planning and Zoning Commission June 6, 2019**

Z-14-2019 w/COD #175
3145 South Campbell Avenue

Applicant: South Campbell Investments,
LLC

c/o Scott Tillman

Preliminary Plat of South Campbell
Addition

3145 South Campbell Avenue

Applicant: South Campbell Investments,
LLC

c/o Scott Tillman

Zoning and preliminary plat are combined.

Mr. Hosmer stated that this is a request to rezone approximately 8.4 acres of property located at 3145 South Campbell Avenue from Planned Development 25, 4th Amendment to HC, Highway Commercial District, and establishing Conditional Overlay District No. 175. The Comprehensive Plan identifies the subject property as appropriate for Medium Intensity Retail, Office or Housing. This application meets the intent of the HC district which is intended for commercial uses that depend upon high visibility, generate high traffic volumes, or cater to the traveling public. The Major Thoroughfare Plan classifies Campbell Avenue as a Primary arterial roadway. A Traffic Impact Study will not be required. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention is not applicable since there is already an existing detention onsite. The proposed Conditional Overlay District will prohibit uses, add use limitations, bufferyard requirements, restrict intensity of development, exterior lighting and height. The Conditional Overlay District will not allow any conditional use permits, prohibit an outdoor public address system and require all activities and permitted uses, except off-street parking and loading facilities and vehicle storage, to be conducted inside a building. The intensity of development shall not exceed a floor area ratio, for permitted structures, of 0.5 for self-service storage facilities, and 0.25 of all other uses. No structure shall exceed the height of thirty-five (35) feet. A "Type F" at least twenty (20) feet wide shall be required; however, if the existing vegetation meets the planting requirements per the code then no additional plantings shall be required.

Mr. Hosmer stated that this is a request for a two-lot subdivision on 8.4 acres of property located at 3145 South Campbell Avenue. The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Medium Intensity Retail, Office or Housing. Highway Commercial is an appropriate district for this classification. The Major Thoroughfare Plan classifies Campbell Avenue as a primary arterial roadway which supports the proposed land use. The proposed preliminary plat was reviewed by City departments with no objections. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City

Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

Mr. Doennig opened the public hearing.

Mr. Jared Rasmussen, 550 St. Louis, trying to do mini-storage and HC zoning allows that and here to answer any questions. The reason for the plat is to show that they have an interested user for the area to the south.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to approve Z-14-2019 w/COD #175 (3145 South Campbell Avenue). Ms. Cox seconded the motion. Ayes: Doennig, Shuler, Cox, Ogilvy, Thomas, Broekhoven, Rose, and Jobe. Nays: None. Abstain: None. Absent: Coltrin.

COMMISSION ACTION:

Mr. Rose motioned to approve Preliminary Plat of South Campbell Addition (3145 South Campbell Avenue). Ms. Cox seconded the motion. Ayes: Doennig, Shuler, Cox, Ogilvy, Thomas, Broekhoven, Rose, and Jobe. Nays: None. Abstain: None. Absent: Coltrin.

A handwritten signature in black ink, appearing to read "Bob Hosmer", is enclosed in a thin black rectangular border.

Bob Hosmer, AICP
Principal Planner

Exhibit D

Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING: JUNE 6, 2019

CITY COUNCIL PUBLIC HEARING: JULY 1, 2019



CASE NUMBER:

Z-14-2019 w/Conditional Overlay District No. 175

LOCATION:

3145 South Campbell Avenue

ACRES:

Approximately 8.4 acres

EXISTING LAND USE:

Former car dealership and off-street parking lot

APPLICANT:

South Campbell Investments, LLC

STAFF:

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

Move to approve the request to rezone from Planned Development 25, 4th Amendment, to HC, Highway Commercial District, and establishing Conditional Overlay District No. 175, as submitted in the staff report

SUMMARY OF REQUEST:

Request to rezone approximately 8.4 acres of property from Planned Development 25, 4th Amendment to HC, Highway Commercial District, and establishing Conditional Overlay District No. 175

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies this as an appropriate area for Medium Intensity Retail, Office or Housing. This mixed category indicates that a variety of commercial and/or mid-or high-density housing may be appropriate at major intersections along certain road corridors.
2. This application meets the intent of the HC district which is intended for commercial uses that depend upon high visibility, generate high traffic volumes, or cater to the traveling public. These characteristics dictate that this district be located along or at the intersections of arterial classification streets or along frontage roads adjacent to the interstate or other limited-access streets.
3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.

Development Review Staff Report



SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	HC, GR and O-1	R-SF	HC	PD 75
LAND USE	Retail and Office establishments	Single-family residential uses	Retail establishments	Single-family residential uses

Development Review Staff Report



SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

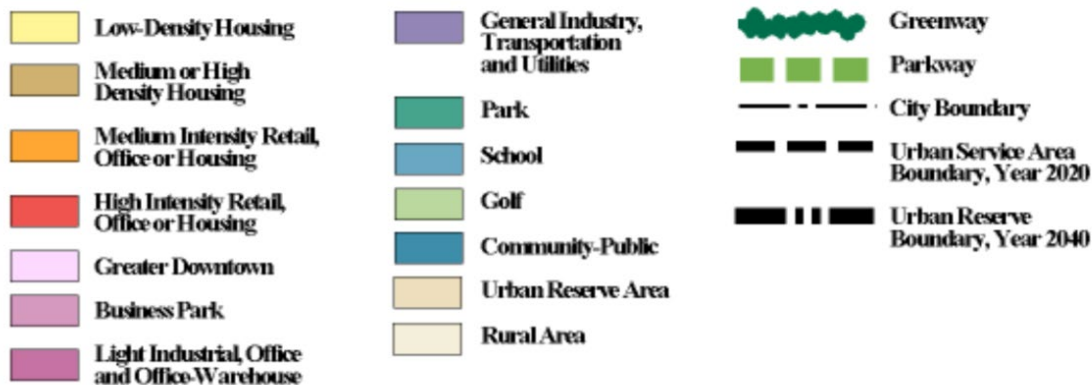
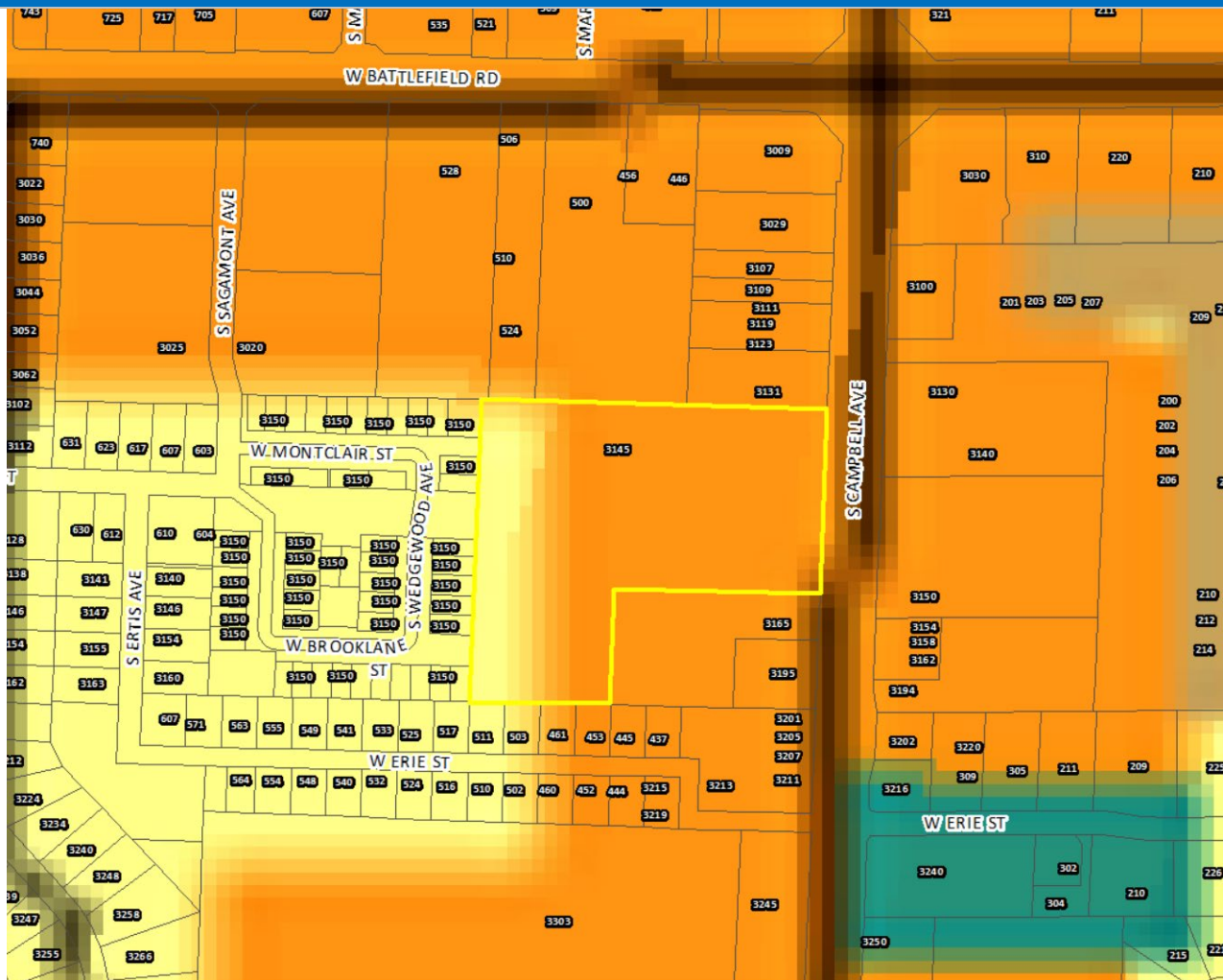


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report

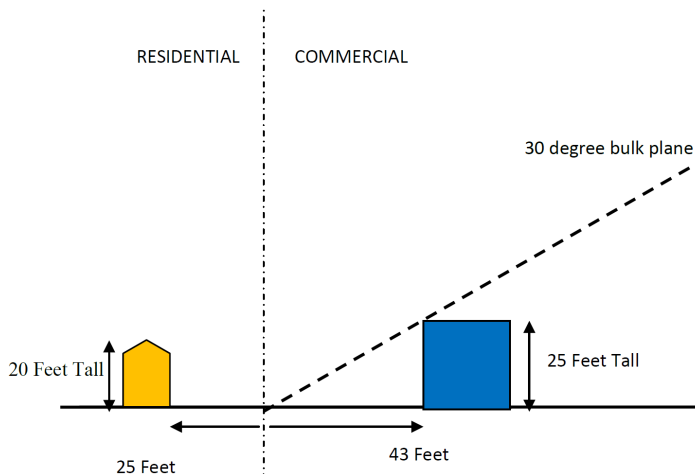
PROPERTY HISTORY:

The subject property was rezoned to Planned Development 25 from C-2 and R-1 in 1983. Since that time, the PD was amended four times with the latest in 1997 to allow for a new automotive sales office.

COMPATIBILITY WITH THE ZONING ORDINANCE:

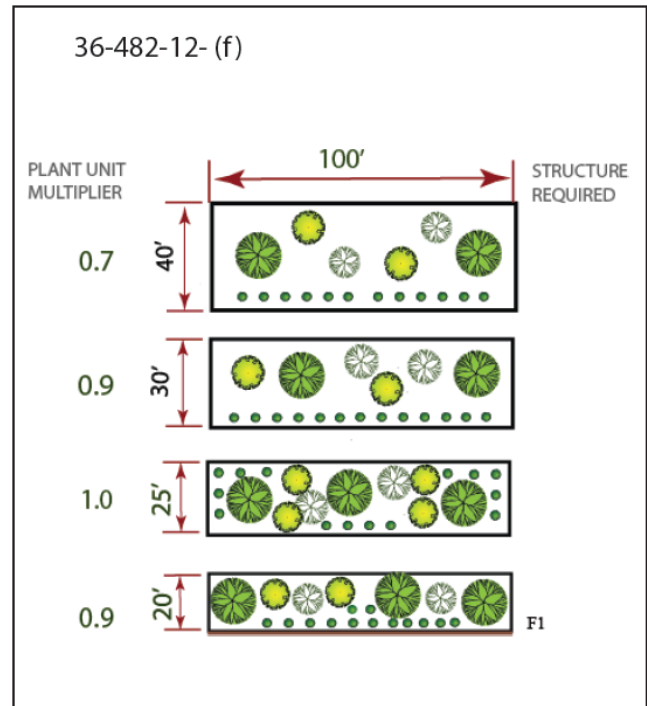
CODE ITEM	REQUIREMENTS FOR HC
Use Limitations	No motor vehicle repair or maintenance work shall take place outdoors within 150 feet of the boundary of any residential district.
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district
Front Yard Setback	25 feet along a street classified as a collector or higher or 15 feet along a street classified as a local street
Side and Rear Setbacks	None, except as required by section 36-453, supplemental open space and yard regulations, and the bufferyard requirements in subsection (8)
Open Space Requirement	20%
Design Requirements	Standard per code

BULK PLANE



LANDSCAPING

Bufferyard Type "F"



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium Intensity Retail, Office or Housing. This mixed category indicates that a variety of commercial and/or mid-or high-density housing may be appropriate at major intersections along certain road corridors.

Development Review Staff Report



STAFF COMMENTS:

1. The applicant is proposing to rezone the property located at the 3145 S. Campbell Avenue from Planned Development 25, 4th Amendment to HC, Highway Commercial District, and establishing Conditional Overlay District No. 175. The applicant is proposing to utilize the existing building for a climate-controlled self-service storage facility and subdivide an additional lot to sell for commercial uses. The property is being concurrently platted into two lots and both cases will have public hearings before City Council.
2. The proposed zoning will allow the subject property to be developed similarly to adjacent properties along South Campbell Avenue.
3. The HC District is intended for commercial uses which depend upon high visibility, generate high traffic volumes, or cater to the traveling public. These characteristics dictate that this district be located along or at the intersections of arterial classification streets or along frontage roads adjacent to the interstate or other limited-access streets. South Campbell Avenue is classified as a primary arterial with no additional access from the property.
4. 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 this section of South Campbell Avenue.
5. The Conditional Overlay District will prohibit uses, add use limitations and bufferyard requirements, and restrict intensity of development, exterior lighting and height.
6. The development of the property will require a bufferyard along the south and west property line adjacent to the R-SF, Single Family Residential District. The normal bufferyard required between HC and single-family 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. The applicant is proposing COD language that states: "Bufferyards shall be applied per the current Zoning Ordinance requirements; however, provided the existing bufferyard vegetation meets the planting requirements per the landscaping and bufferyard section and is maintained, then no additional plantings shall be required. The Administrative Review Committee (ARC) has authority to make appropriate administrative rulings when the application and/or operation of the regulations will produce results contrary to the intent of the land development code and to commonly accepted land development practice. A six (6) foot privacy fence shall be maintained along the western property line."
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 May 14, 2019, regarding the request for rezoning. A summary of the meeting is attached (Attachment 2).

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 43 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No objections to proposed rezoning.

CLEAN WATER SERVICES COMMENTS:

No objection to the rezoning.

FIRE DEPARTMENT COMMENTS:

No objections.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Campbell Avenue as a Primary Arterial roadway. The standard right-of-way width for S. Campbell Avenue is 50 feet from the centerline. It does not appear that any additional right-of-way is needed along S. Campbell Avenue. A survey is recommended to determine the exact amount of existing right-of-way. This section of S. Campbell Avenue is under City jurisdiction.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on S. Campbell Avenue south of Battlefield Road is 33,645 vehicles per day. On-street parking is not allowed along S. Campbell Avenue.

DRIVEWAY ACCESS

There are currently two driveway access points to the property from S. Campbell Avenue. Both existing driveway approaches meet minimum spacing requirements for a primary arterial roadway. No additional access will be permitted.

SIDEWALK

There is existing sidewalk along the property frontage of S. Campbell Avenue. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway trails in the area pertaining to this rezoning. There are bus stops along S. Campbell Avenue. 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 this section of S. Campbell Avenue.

Development Review Staff Report



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	S. Campbell Avenue	Primary Arterial	No	60	50
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		157	193	2032	N/A
*Proposed Trips Generated		161	197	2065	N/A
Additional Trips Generated		4	4	33	N/A

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

STORMWATER COMMENTS:

The property is in the Inman Creek drainage basin. The 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 is not applicable as there is already existing detention on site that will need to be modified when there is future development. The property is not located in a stream buffer area. Since the project will not be disturbing more than one (1) acre there will not 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
Which drainage basin?	Inman Creek
Is property located in floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee-in-lieu an option?	No

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

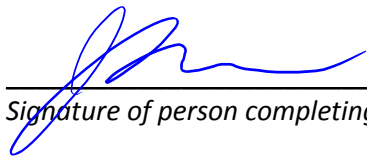
1. Request change to zoning from: PD-25 4th Amendment to HC with COD
(existing zoning) (proposed zoning)
2. Meeting Date & Time: May 14, 2019, from 4-6:30 P.M.
3. Meeting Location: Holiday Inn Express and Suites, 310 E. Monastery St.
4. Number of invitations that were sent: 118
5. How the mailing list was generated: By City Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 11
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.)

-Questions were asked related to the existing bufferyard and drainage along western property line. It was discussed in the meeting, that the bufferyard will remain as is, as well as the drainage channel. The proposed new user - UHaul - mentioned they plan to clean up the current drainage channel to improve the drainage.
-Questions were asked regarding lighting. It was discussed the zoning will not allow lights to be directed towards the neighboring properties.

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

none received.

I, Jared Rasmussen (print name), attest that the neighborhood meeting was held on 05/14/2019 (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

Jared Rasmussen, P.E.

Printed name of person completing affidavit

Neighborhood Meeting

Rezoning
May 14, 2019
4:00 p.m. – 6:30 p.m.

Name	Address	Phone
RYAN NELSON	3150 S. CAMPBELL	417. 887. 1721
Aaron Self	3150 S. Campbell	417-540-1177
Tim Wilson	3154 S. Campbell	417-839-2928
LUKE NIXON	3154 S Campbell	417-881-6623
JOE & ANNIE LARK	3150 Sagamore #119	417-720-4424
JONI MASHBURN	3198 S. CAMPBELL	417-887-5525
Steve Wagner	506 W. Battleground	417-823-0800
KEVIN SULLIVAN	3150 S. CAMPBELL	660.541.1136
ROB SNAPE	3150 S SAGAMONT #116	417-766-4685
Rob McVay	3150 S. Sagamore #2	417 569-8356

olsson

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 3 CONDITIONAL OVERLAY DISTRICT PROVISIONS

The requirements of Section 36-422., Highway commercial district of the Springfield Zoning Ordinance shall be as modified herein for development within this district.

1. The following uses shall be permitted:
 - a. Accessory uses, as permitted by section 36-450, accessory structures and uses.
 - b. Art galleries, libraries, and museums.
 - c. Auction sales and flea markets entirely within enclosed buildings.
 - d. Automobile service stations.
 - e. Automobile washing businesses, including automatic, coin-operated, and moving-line facilities.
 - f. Catering businesses.
 - g. Churches and other places of worship, including parish houses, and Sunday schools.
 - h. Civic, convention, and cultural centers.
 - i. Day care centers in accordance with chapter 36, article XI, Springfield City Code.
 - j. Eating and drinking establishment use group.
 - k. Entertainment-oriented use group.
 - l. General office use group.
 - m. Medical office use group.
 - n. Personal services use group.
 - o. Public or private vehicle and boat storage garages, yards or lots.
 - p. Retail sales use group.
 - q. Schools, business.
 - r. Schools or development centers for persons with handicaps or development disabilities.
 - s. Self-service storage facilities.
 - t. Temporary lodging use group.
 - u. Wholesale sales
2. No conditional uses (as defined by section 36-422 shall be allowed).
3. The following additional use limitations shall apply:
 - a. An outdoor public address system is prohibited.
 - b. All activities and permitted uses, except off-street parking and loading facilities and vehicle storage, shall be conducted wholly inside a building or buildings.
4. Intensity of Development shall not exceed a floor area ratio, for permitted structures, of 0.5 for self-service storage facilities, and 0.25 of all other uses.
5. No structure shall exceed the height of thirty-five (35) feet.
6. The following Perimeter Treatments shall be applied:
 - a. Bufferyards shall be applied per the current Zoning Ordinance requirements; however, provided the existing bufferyard vegetation meets the planting requirements per the landscaping and bufferyard section and is maintained, then no additional plantings shall be required. The Administrative Review Committee (ARC) has authority to make appropriate administrative rulings when the application and/or operation of the regulations will produce results contrary to the intent of the land development code and to commonly accepted land development practice. A six (6) foot privacy fence shall be maintained along the western property line.

Development Review Staff Report



7. The following additional exterior lighting requirements shall be applied:
 - a. The light source of luminaire for all exterior lighting shall have a cutoff so that the bare light bulb, lamp or light source is completely shielded from the direct view of an observer at ground level at a property line adjacent to a public right-of-way or adjacent property or, if a bufferyard is required, at the interior bufferyard line.
 - b. No flickering or flashing lights shall be permitted.
 - c. Light sources or luminaires shall not be located within bufferyard areas except on pedestrian walkways.

One-rdg. _____
P. Hrngs. X
Pgs. 21
Filed: 06-25-19

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019-156

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 6.18 acres of property,
3 generally located at the 4900 block of South Campbell Avenue, from R-
4 MD, Medium-density Multi-family Residential District, with Conditional
5 Overlay District No. 152, to O-2, Office District; establishing Conditional
6 Overlay District No. 176; and adopting an updated Official Zoning Map.
7 (Staff and Planning and Zoning Commission both recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at the 4900 block of South Campbell Avenue, and more fully
12 described in "Exhibit B" from R-MD, Medium-density Multi-family Residential District,
13 with Conditional Overlay District No. 152, to O-2, Office District and establishing
14 Conditional Overlay District No. 176; and
15

16 WHEREAS, Conditional Overlay District No. 176 shall modify the requirements
17 of the Springfield Land Development Code Section 36-400, O-2, Office District, by
18 requiring that the property described in "Exhibit B" comply with the requirements
19 described in "Exhibit A;" and
20

21 WHEREAS, following proper notice, a public hearing was held before the
22 Planning and Zoning Commission on June 6, 2019, a copy of the Record of
23 Proceedings from said public hearing being attached hereto and incorporated herein by
24 this reference as "Exhibit C," and said Commission made its recommendation; and
25

26 WHEREAS, the City has reviewed the applicant's request and prepared a staff
27 report concerning the application which is attached hereto and incorporated herein by
28 this reference as "Exhibit D;" and
29

30 WHEREAS, proper notice was given of a public hearing before City Council, and
31 said hearing was held in accordance with law.
32

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

35
36 Section 1 – The property described in "Exhibit B," which is attached hereto and
37 incorporated herein by this reference, is hereby rezoned from R-MD, Medium-density
38 Multi-family Residential District, with Conditional Overlay District No. 152, or such
39 zoning districts as are designated on the official zoning map adopted by City Council, to
40 O-2, Office District. City Council hereby establishes Conditional Overlay District No. 176
41 and the requirements of said Conditional Overlay District, which are described in
42 "Exhibit A," and are hereby incorporated herein by this reference as if set out verbatim
43 herein, shall apply to the subject property. The Springfield Land Development Code,
44 Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended,
45 changed and modified accordingly.

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

52
53 Section 3 – The Official Zoning Map herein adopted shall be maintained and
54 archived in the same digital form in which this Council has approved its adoption.

55
56 Section 4 – This Ordinance shall be in full force and effect from and after
57 passage.

58
59 Passed at meeting: _____

60
61 _____
62 Mayor

63
64 Attest: _____, City Clerk

65
66 Filed as Ordinance: _____

67
68 Approved as to form: *Richard T. Widen*, Assistant City Attorney

69
70
71 Approved for Council action: *Jason A. Hays*, City Manager
72

EXPLANATION TO COUNCIL BILL 2019 -156

FILED: 06-25-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 6.18 acres of property, generally located at the 4900 block of South Campbell Avenue, from R-MD, Medium-density Multi-family Residential District, with Conditional Overlay District No. 152, to O-2, Office District; establishing Conditional Overlay District No. 176; and adopting an updated Official Zoning Map.

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-15-2019/ CONDITIONAL OVERLAY DISTRICT NO. 176

The applicant is proposing to rezone approximately 6.18 acres of property generally located at the 4900 block of South Campbell Avenue from R-MD, Medium-density Multi-family Residential District with Conditional Overlay District No. 152 to O-2, Office District and establish Conditional Overlay District No. 176. The applicant intends to develop the land with office buildings.

The Conditional Overlay District requires a Traffic Impact Study be submitted at the time of development.

REMARKS:

The Planning and Zoning Commission held a public hearing on June 6, 2019, and recommended to approve, by a vote of 8 to 0.

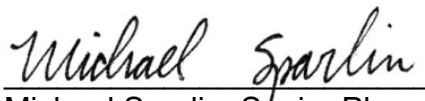
The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. Approval of this application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*, which identifies this area as appropriate for High Intensity Retail, Office or Housing. This category is sited on the Land Use Map at locations identified as Activity Centers and encourages a variety of commercial and medium to high density housing at major intersections along certain road corridors. The Major Thoroughfare Plan classifies Campbell Avenue as an expressway roadway and Weaver Road as a secondary arterial roadway which supports the proposed land use. This area is adjacent to the James River Freeway and Campbell Avenue Activity Center which encourages more intense land uses and development.

2. The O-2 District allows a structure height to exceed the thirty-five (35) feet height restriction as required with the O-1, Office district. The O-2 district is designed to allow more intense use of land that is in close proximity to the central city district or other high intensity use areas specified in the Comprehensive Plan. The subject property is located within a high intensity area and proximity to major intersections. Furthermore, the proposed zoning district is compatible and consistent with other commercial and office development in this area.
3. Approval of this application will allow for further development of this property and promote development where investments have already been made in public services and infrastructure.

Submitted by:



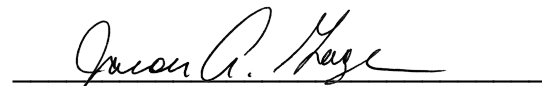
Michael Sparlin, Senior Planner

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

Exhibit A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-15-2019 & CONDITIONAL OVERLAY DISTRICT NO. 176

The requirements of *Section 36-400* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. A traffic study is required to be submitted at the time of development.

Exhibit B

LEGAL DESCRIPTION

ZONING CASE Z-15-2019 & CONDITIONAL OVERLAY DISTRICT NO. 176

**ALL OF LOT ONE (1), THE FINAL PLAT OF THE RIDGE AT WARD BRANCH –
PHASE 1, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY,
MISSOURI.**

Exhibit C

RECORD OF PROCEEDINGS
ZONING CASE Z-15-2019 & CONDITIONAL OVERLAY DISTRICT NO. 176
Planning and Zoning Commission June 6, 2019

Z-15-2019 w/COD #176

Northwest corner of South Campbell Avenue and West Weaver Road

Applicant: A. Daniel Pinheiro

Mr. Hosmer stated that is a request to rezone approximately 6.18 acres of property generally located in the 4900 Block of South Campbell Avenue from R-MD, Medium-density Multi-family Residential District with Conditional Overlay District No. 152 to O-2, Office District and establish Conditional Overlay District No. 176. The Comprehensive Plan which identifies this as an appropriate area for High Intensity Retail, Office or Housing. The Transportation plan classifies Campbell Avenue as an Expressway roadway and Weaver Road as a Secondary Arterial roadway which support the proposed land use. The requests for the O-2, Office District allows a structure height to exceed the thirty-five (35) feet height limit in the O-1, Office district. A Traffic Impact Study will be required at the time of development. The property is located in a FEMA designated floodplain and a stream buffer area. A fee in lieu of detention will be allowed due to the proximity to the floodplain.

Mr. Doennig opened the public hearing.

Mr. Jared Rasmussen, 550 St. Louis, representing the developer and wants to do an office building and there will be no change of the pervious area.

Mr. Charles Dischinger, 702 W. Farm 178. Voiced his concerns of increased flooding and this area is within the FEMA's floodplain and believes development would cause more problems. He also noted that he has talked with the City to purchase his property and said that he did not get adequate notification and would like this issue not voted on at this time.

Mr. Doennig ask if Mr. Dischinger has the original mailer that he had received.

Mr. Dischinger said that he believes he has it at home.

Mr. Rose asked Mr. Dischinger if he attended the neighborhood meeting.

Mr. Dischinger stated that he did attend the meeting.

Mr. Doennig closed the public hearing.

Mr. Doennig asked if the City did send out information to Mr. Dischinger and Bob Hosmer showed the mailing list with his name on it, however said that staff will look into it.

Mr. Tom Rykowski said that state law requires one public hearing and the City does provide extra notices and believes that Mr. Dischinger had enough notification to attend the neighborhood meeting and Commission meeting.

COMMISSION ACTION:

Mr. Rose motioned to **approve** Z-15-2019 w/COD #176 (Northwest corner of South Campbell Avenue and West Weaver Road). Ms. Cox seconded the motion. Ayes: Doennig, Shuler, Cox, Ogilvy, Thomas, Broekhoven, Rose, and Jobe. Nays: None. Abstain: None. Absent: Coltrin.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', is enclosed in a rectangular box.

Bob Hosmer, AICP
Principal Planner

Exhibit D

Development Review Staff Report

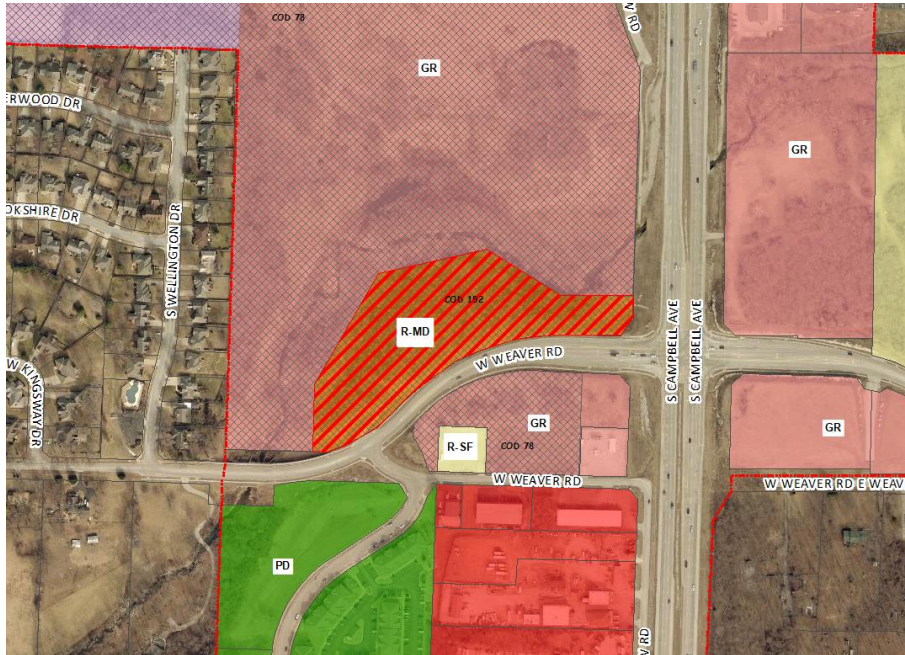


PLANNING AND ZONING COMMISSION PUBLIC HEARING:

JUNE 6, 2019

CITY COUNCIL PUBLIC HEARING:

JULY 1, 2019



CASE NUMBER:

Z-15-2019 w/ COD No. 176

PROJECT LOCATION: 4900 Block of South Campbell Avenue

ACRES: 6.18 acres

EXISTING LAND USE: Undeveloped land

APPLICANT: A. Daniel Pinheiro

STAFF:

Michael Sparlin, Senior Planner
417-864-1091

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve Z-15-2019 w/ COD No. 176 as submitted.

SUMMARY OF REQUEST:

To rezone approximately 6.18 acres of property generally located in the 4900 Block of South Campbell Avenue from R-MD, Medium-density Multi-family Residential District with Conditional Overlay District No. 152 to O-2, Office District and establish Conditional Overlay District No. 176

FINDINGS FOR STAFF RECOMMENDATION:

1. Approval of this application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*, which identifies this area as appropriate for High Intensity Retail, Office or Housing. This category is sited on the Land Use Map at locations identified as Activity Centers and encourages a variety of commercial and medium to high density housing at major intersections along certain road corridors. The Major Thoroughfare Plan classifies Campbell Avenue as an expressway roadway and Weaver Road as a secondary arterial roadway which supports the proposed land use. This area is adjacent to the James River Freeway and Campbell Avenue Activity Center which encourages more intense land uses and development.
2. The O-2 District allows a structure height to exceed the thirty-five (35) feet height restriction as required with the O-1, Office district. The O-2 district is designed to allow more intense use of land that is in close proximity to the central city district or other high intensity use areas specified in the *Comprehensive Plan*. The subject property is located within a high intensity area and proximity to major intersections. Furthermore, the proposed zoning district is compatible and consistent with other commercial and office development in this area.
3. Approval of this application will allow for further development of this property and promote development where investments have already been made in public services and infrastructure.

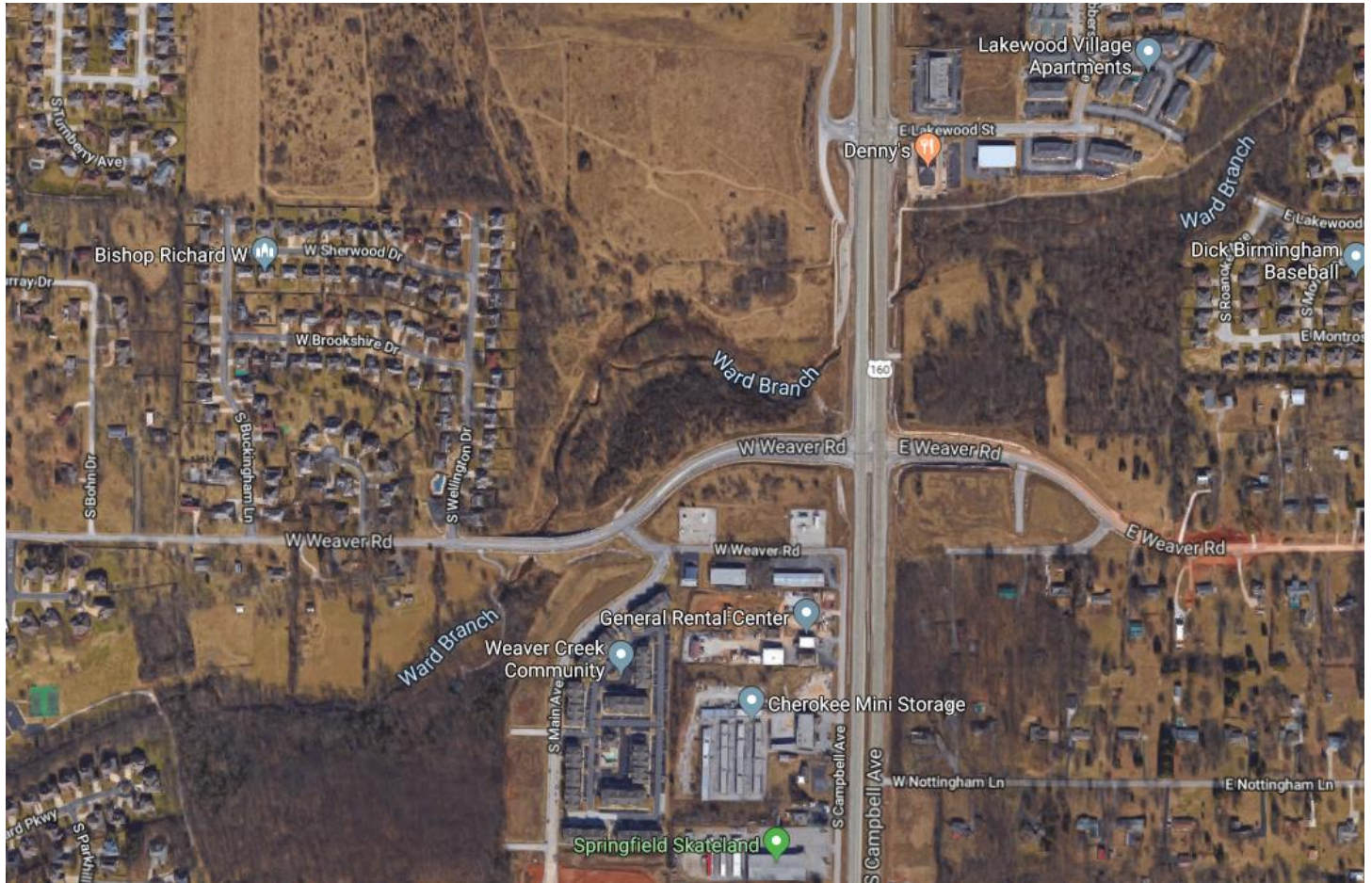
Development Review Staff Report



SURROUNDING ZONING AND LAND USES:				
	NORTH	SOUTH	EAST	WEST
ZONING	GR/ COD 78	GR, GR /COD 78, PD	GR	GR COD 78
LAND USE	Undeveloped land	Undeveloped land	Undeveloped land	Undeveloped land

Development Review Staff Report

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

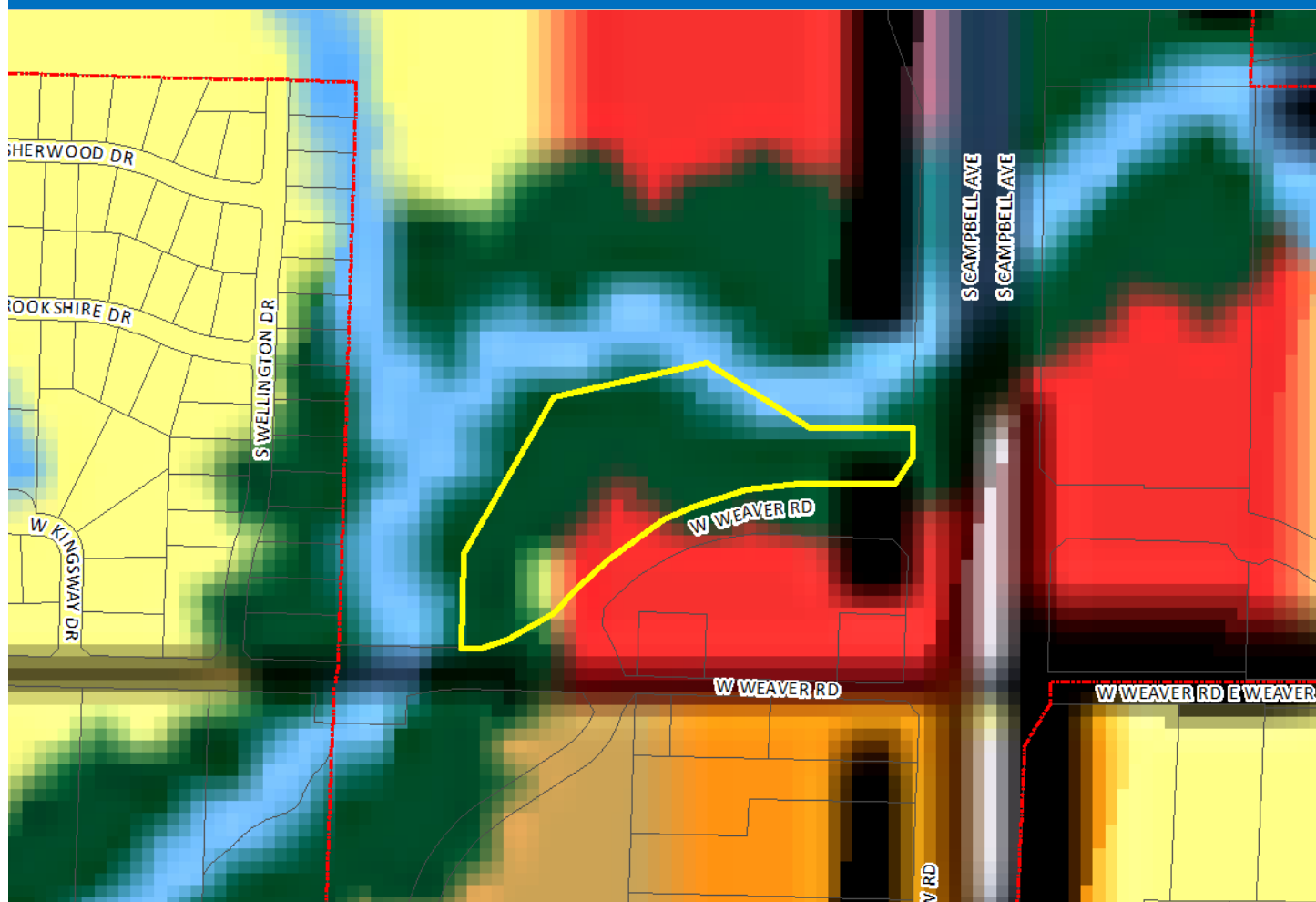


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

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

Development Review Staff Report



PROPERTY HISTORY:

The property was annexed into the City in 2003 and was zoned as R-SF. The subject property was rezoned from R-SF to R-MD, Medium-density Multi-family Residential District with Conditional Overlay District No. 78 in 2014. The property was zoned to its current zoning, R-MD, Medium-Density Multi-family Residential District with Conditional Overlay District No. 152 in August 2018.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR O-2
Maximum Structure Height	None
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, drive-thru facilities and day care activities shall be conducted entirely within a completely enclosed building.
BULK PLANE	BUFFERYARD AND LANDSCAPING
None	No bufferyard is required because the surrounding districts are more intense.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies a future greenway in proximity to the subject property. There is currently a greenway located on the north side of the subject property. Staff has interpreted the map as continuing the land use categories that are identified north and south of the subject property. In that regard, the *Plan* identifies the east portion of the subject property as appropriate for High-Intensity Retail, Office or Housing. A small, west portion of the subject property is identified as appropriate for low-density housing.

The High-Intensity Retail Office or Housing category is sited on the Land Use Map at locations identified as Activity Centers and encourages a variety of commercial and medium to high density housing at major intersections along certain road corridors. The Major Thoroughfare Plan classifies Campbell Avenue as an expressway roadway and Weaver Road as a secondary arterial roadway which supports the proposed land use. This area is adjacent to the James River Freeway and Campbell Avenue Activity Center which encourages more intense land uses and development.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 6.18 acres of property generally located at 4900 block South Campbell Avenue from R-MD, Medium-density Multi-family Residential District with Conditional Overlay District No. 152 to O-2, Office District and establish Conditional Overlay District No. 176. The applicant intends to develop the land with office buildings.
2. The O-2 district is designed to allow more intense use of land that is in close proximity to the central city district or other high intensity use areas specified in the *Comprehensive Plan*. The O-1 District limits structure height to thirty-five (35) feet. The O-2 district does not restrict structure height.
3. The proposed zoning will allow the subject property to be developed similarly to adjacent properties along Campbell Avenue, Weaver Road and the surrounding area.

Development Review Staff Report



-
4. The Conditional Overlay District requires a Traffic Impact Study be submitted at the time of development.
 5. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on May 15, 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: 4 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No objection to rezoning.

CITY UTILITIES COMMENTS:

No objection to rezoning.

CLEAN WATER SERVICES COMMENTS:

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

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Weaver Road as a Secondary Arterial roadway. The standard right-of-way width for W. Weaver Road is 35 feet from centerline. It appears additional right-of-way is not needed along W. Weaver Road. A survey is recommended to determine the exact amount of existing right-of-way. This section of W. Weaver Road is under City jurisdiction. To the west of this property, it becomes Greene County jurisdiction. To the east of this property, it becomes MODOT jurisdiction.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on W. Weaver Road west of S. Campbell Avenue is 4,627 vehicles per day. On-street parking is not permitted along W. Weaver Road.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Weaver Road. This existing access is the only permitted access to this property. No other access will be permitted.

SIDEWALK

There is existing sidewalk along the property frontage of W. Weaver Road. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Ward Branch Greenway Trail is immediately to the north of the property in question. There are bus stops immediately to the north of the property in question. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study/updated Traffic Impact Study is required to be submitted at the time of development of this property. As can be seen in Table 1 below, the proposed zoning creates an increase in trip generation of more than 100 trips in the AM/PM peaks and more than 1,000 trips daily. As a part of the proposed development immediately to the north, there are a substantial amount of public improvements planned. The portion of those improvements that will affect this property include the extension of the Ward Branch Greenway Trail, and the traffic signal improvements to the intersection of Campbell and Lakewood. This City of Springfield does not currently have any plans to make improvements in the area. Defer to MODOT/Greene County regarding any improvements to the east or to the west of the property in question.

Development Review Staff Report



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. Weaver Road	Secondary Arterial	No	Varies	35
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		86.59	105.145	1113.3	N/A
*Proposed Trips Generated		432.95	402.025	2968.8	N/A
Additional Trips Generated		346.36	296.88	1855.5	N/A

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

STORMWATER COMMENTS:

The property is in the Ward Branch drainage basin. The property is 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 be allowed due to the proximity to the floodplain. The property is 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	Ward Branch
Is property located in Floodplain?	Yes
Is property located on a sinkhole?	No
Is property located in a stream buffer?	Yes
Is stormwater fee in lieu an option?	Yes

FIRE DEPARTMENT COMMENTS:

No objections to rezoning

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-15-2019 & CONDITIONAL OVERLAY DISTRICT NO. 176

The requirements of *Section 36-400* 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.
-

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-MD W/ COD # 152 to O-2 Office w/COD
(existing zoning) *(proposed zoning)*
2. Meeting Date & Time: May 15, 2019 from 4-6:30 P.M.
3. Meeting Location: Library Center, Community Room A - 4653 S. Campbell Ave.
4. Number of invitations that were sent: 29
5. How the mailing list was generated: By City staff
6. Number of neighbors in attendance (attach a sign-in sheet): 13
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 Memo.

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

None received.

I, Jared Rasmussen (*print name*), attest that the neighborhood meeting was held on 05/15/2019 (*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

Jared Rasmussen

Printed name of person completing affidavit

MEMO

☐	Overnight
☐	Regular Mail
☐	Hand Delivery
☒	Other: _____

TO: City of Springfield Planning and Development FROM: Jared Rasmussen, P.E. Olsson RE: Lot 1 – The Ridge at Ward Branch Phase 1 Rezoning Neighborhood Meeting notes. DATE: May 20, 2019
--

NOTES:

Neighbors were generally accepting of the rezoning; however, the following questions were discussed:

- Drainage
 - Would the rezoning negatively impact the existing flooding conditions?
 - It was discussed that the rezoning does not allow for any increase in impervious area beyond that allowed in the current zoning.
 - Would development be allowed encroach into the floodplain?
 - It was discussed that development would not be allowed to encroach into the floodplain. It was further discussed that much of the current floodplain has been protected by a dedicated Stream Buffer Easement. This easement protects the existing vegetation in accordance with City Code.
- Access and Traffic
 - Where is the property allowed to take access?
 - It was discussed that the property is only allowed to take access immediately across from Old Weaver Road. No other access points are allowed.
 - Will development of the property negatively impact traffic?
 - It was discussed that prior to any development of the property, a traffic study is required to be approved by the City.
- Vegetative buffers along east side of Wellington Heights Subdivision.
 - Will the existing vegetation along the east side of Wellington Heights be removed?
 - It was discussed that this vegetation shall remain, as it is protected by a Stream Buffer Easement.

Neighborhood Meeting

Rezoning + ROW Vacation
May 15, 2019
4:00 p.m. – 6:30 p.m.

Name	Address	Phone
Jim Schmidt,	4653 S Campbell, 65810	417 660587
Matt Shroyer	1770 E Sunset	417-887-1983
Brandon Keith	819 W. Brookshire Dr., 65810	417-840-4112
Marc Alfano	786 W. Brookshire Dr. 65810	417-889-0422
Amanda Hemphill	5009 S. Campbell	417-882-0700
Micki Dischinger	702 W. Farm Rd 178 Spg	417 889 0747
Allena Hemphill	5117 S. Campbell	417-849-2368
Gregory Welch	4950 S. Wellington Dr.	417-818-1300
Karen Danell	4878 S. Wellington Dr.	417-569-8877
JP: Kamille Burke	4066 S Wellington Dr	940.765.8232

olsson

Neighborhood Meeting

Rezoning + ROW Vacation

May 15, 2019

4:00 p.m. – 6:30 p.m.

Name	Address	Phone
Mark Foley	308 W. Lakewood	417 883 3667

olsson

One-rdg. _____
P. Hrngs. X
Pgs. 27
Filed: 06-25-19

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 157

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 4.2 acres of property,
3 generally located at 2915 South National Avenue, from Planned
4 Development 26; Planned Development 26, 1st amendment; Planned
5 Development 51; and R-SF, Single-Family Residential District to Planned
6 Development 370. (Staff and Planning and Zoning Commission both
7 recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 2915 South National Avenue, and more fully described in "Exhibit
12 A," from Planned Development 26; Planned Development 26, 1st amendment; Planned
13 Development 51; and R-SF, Single-Family Residential District to Planned Development
14 370; and
15

16 WHEREAS, following proper notice, a public hearing was held before the
17 Planning and Zoning Commission on June 6, 2019, a copy of the Record of
18 Proceedings from said public hearing being attached hereto and incorporated herein by
19 this reference as "Exhibit B," and said Commission made its recommendation; and
20

21 WHEREAS, the City has reviewed the applicant's request and prepared a staff
22 report concerning the application which is attached hereto and incorporated herein by
23 this reference as "Exhibit C;" and
24

25 WHEREAS, proper notice was given of a public hearing before City Council and
26 said hearing was held in accordance with law.
27

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

31 Section 1 – The property described in "Exhibit A," which is attached hereto and
32 incorporated herein by this reference, is hereby, rezoned from Planned Development
33 26; Planned Development 26, 1st amendment; Planned Development 51; and R-SF,

34 Single-Family Residential District, or such zoning districts as are designated on the
35 Official Zoning Map adopted by City Council, to Planned Development 370. Section 36-
36 306, 'Official zoning map and rules for interpretation' of the Springfield Zoning
37 Ordinance, is hereby amended, changed, and modified consistent with this Ordinance.
38

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

44
45 Section 3 – The Official Zoning Map herein adopted shall be maintained and
46 archived in the same digital form in which this Council has approved its adoption.
47

48 Section 4 – This Ordinance shall be in full force and effect upon passage.
49

50 Passed at meeting: _____
51

52 _____
53 Mayor
54

55 Attest: _____, City Clerk
56
57

58 Filed as Ordinance: _____
59

60
61 Approved as to form: Achala T. Wadwa, Assistant City Attorney
62

63
64 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2019 –157

FILED: 06-25-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 4.2 acres of property, generally located at 2915 South National Avenue, from Planned Development 26; Planned Development 26, 1st amendment; Planned Development 51; and R-SF, Single-Family Residential District to Planned Development 370. (Staff and Planning and Zoning Commission both recommend approval.)

PLANNED DEVELOPMENT DISTRICT NO. 370

BACKGROUND INFORMATION:

The applicant is proposing to rezone approximately 4.2 acres of property generally located at 2915 South National Avenue, from Planned Development 26 and 26, 1st amendment, PD 51 and R-SF, Single Family Residential District to Planned Development 370 for an existing self-storage facility, office and manager's apartment.

After the Planning and Zoning Commission meeting the applicant and Public Works Department Stormwater Division met and agreed to improve the stormwater control measures onsite. The applicant has agreed to provide detention volumes that will meet or exceed 120% of the current stormwater requirements and the discharge rate will be at least 20% below the existing design flow rate for the contributing drainage area. The detention basin will also be designed to incorporate infiltration to reduce discharges an additional 10%.

FINDINGS FOR STAFF RECOMMENDATION:

1. The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this area as appropriate for High-intensity Retail, Office or Housing. This category is appropriate for General Retail, Highway Commercial, Office, Government and Institutional Use, University Combining and Medium and High-Density Multi-Family Districts. The City's Transportation Plan classifies South National Ave as a Primary Arterial roadway.
2. The proposed Planned Development retains all of the existing Planned Development's requirements except changes to the site plan and rezones R-SF property on the northside.
3. Staff believes this request will not have a negative effect on adjacent properties since the self-storage property is already built with existing structures and a landscaped bufferyard will be required between the uses. The approval of this application will allow development of this property and promote infill development where investments have already been made in public services and infrastructure.

RECOMMENDATIONS:

The Planning and Zoning Commission held a public hearing on, June 6, 2019, and recommended approval, by a vote of 8 to 0, of the proposed zoning on the tracts of land described as attached (see "Exhibit A" and "Exhibit B").

REMARKS:

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

Submitted by:



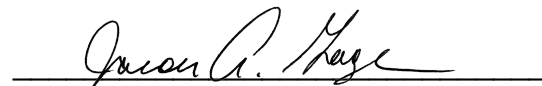
Bob Hosmer, AICP
Planning Manager

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

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

Attachment 1, Department Comments
Attachment 2, Neighborhood Meeting Summary

PLANNED DEVELOPMENT 370 EXHIBITS:

Exhibit 1, Requirements and Standards Applicable to Planned Development District No. 3702
Exhibit 2, Preliminary Development Site Plan

Exhibit A

**LEGAL DESCRIPTION
PLANNED DEVELOPMENT 370**

A PART LOTS 8 & 9 OF BATTLEFIELD BOWL SUBDIVISION, A RECORDED SUBDIVISION IN THE RECORDER'S OFFICE OF GREENE COUNTY, MO IN PLAT BOOK DD PAGE 69 AND A TRACT OF LAND AS DESCRIBED IN SAID RECORDER'S OFFICE DEED BOOK 2015 PAGE 034449-15, ALL IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 1, TOWNSHIP 28 NORTH, RANGE 22 WEST OF THE 5TH PRINCIPAL MERIDIAN, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING (POB) AT AN EXISTING IRON PIN AT THE SOUTHEASTERLY CORNER OF LOT 77 OF MEADOR PARK ESTATES 5TH ADDITION, A SUBDIVISION AS RECORDED IN PLAT BOOK AA PAGE 80 OF SAID RECORDER'S OFFICE, SAID POINT ALSO LYING ON THE WESTERLY RIGHT-OF-WAY (R/W) OF NATIONAL AVE. AS IT NOW EXISTS; THENCE ALONG SAID R/W THE FOLLOWING TWO (2) COURSES:

- 1.) S 01°40'25" W A DISTANCE OF 49.48';
- 2.) WITH A NON-TANGENT CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 142.31', WITH A RADIUS OF 4295.28', WITH A CHORD BEARING OF S 02°51'15" W WITH A CHORD LENGTH OF 142.30' TO THE NORTHEASTERLY CORNER OF THE EXCEPTION TO THE PROPERTY DESCRIBED IN DEED BOOK 830 PAGE 482 SAID RECORDER'S OFFICE; THENCE LEAVING SAID R/W AND ALONG THE PERIMETER OF SAID EXCEPTION THE FOLLOWING TWO (2) COURSES:

- 1.) N 89°26'29" W A DISTANCE OF 259.23';
- 2.) S 02°17'22" W A DISTANCE OF 124.60' TO A POINT ON THE SOUTHERLY LINE OF LOT 8 SAID BATTLEFIELD BOWL SUBDIVISION; THENCE ALONG THE PERIMETER LINES OF SAID LOTS 8 & 9 THE FOLLOWING (2) COURSES::

- 1.) N 85°52'55" W A DISTANCE OF 435.48';
- 2.) N 01°58'21" E A DISTANCE OF 256.19' TO THE NORTHWESTERLY CORNER OF SAID LOT 9, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF SAID TRACT OF LAND DESCRIBED IN SAID BOOK 2015 AT PAGE 034449-15; THENCE CONTINUING N 01°58'21" E ALONG THE WESTERLY LINE OF LAST DESCRIBED TRACT OF LAND A DISTANCE OF 41.41 TO THE NORTHEASTERLY CORNER OF LOT 38 MEADOR PARK 6TH ADDITION, A SUBDIVISION AS RECORDED IN PLAT BOOK BB PAGE 35 OF SAID RECORDER'S OFFICE, SAID POINT ALSO LYING ON THE SOUTHERLY LINE OF SAID MEADOR PARK ESTATES 5TH ADDITION; THENCE ALONG LAST SAID SOUTHERLY LINE S 88°45'20" E A DISTANCE OF 697.00' TO SAID POINT OF BEGINNING, HAVING AN AREA OF 184,842.06 SQUARE FEET, 4.24 ACRES AND SUBJECT TO ALL EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

Exhibit B

RECORD OF PROCEEDINGS PLANNED DEVELOPMENT 370 **Planning and Zoning Commission June 6, 2019**

Planned Development 370
2915 South National Avenue

Applicant: William C. Beall, Jr., Trust

Mr. Hosmer stated that this is a request to rezone approximately 4.2 acres of property located at 2915 South National Avenue from R-SF, Residential Single-Family, PD 26, 26 1st Amendment and PD 51 to Planned Development 370. The Comprehensive Plan identifies the subject property as appropriate for High-intensity Retail, Office or Housing. The proposed Planned Development retains all of the existing Planned Development's requirements except changes to the site plan and rezones R-SF property on the northside. The Major Thoroughfare Plan classifies National Avenue as a Primary Arterial roadway. A Traffic Impact Study will not be required. The property is not located in a FEMA designated floodplain or a stream buffer area, a fee in lieu of on-site stormwater detention will not be allowed, and detention will be required. The request would rezone a 40 foot strip of R-SF, Residential Single-Family property on the north of which half of that strip will be left as an open space/landscaped bufferyard. The PD will allow an existing structure on the westside adjacent to the R-SF property that is only 10 feet from the property line to remain if removed a full 20 feet Type F bufferyard would be required. Limit structures to 15 feet height or 30-degree bulk plane near R-SF.

Ms. Cox asked about the strip to the north and asked about the bufferyard.

Mr. Hosmer stated that there is a 40' strip that they are acquiring and will have a bufferyard with plantings and a fence.

Mr. Doennig opened the public hearing.

Ms. Stephanie Ireland, 1908 E. Sunshine, representing the owner. The strip has never been developed and has no driveway access. The owner of the adjacent property purchased the strip and will combine the properties and is aware of the stormwater problems but plans to keep an open area as well as plantings. The owner has worked with City staff on the landscaping and will have additional green space in the back half.

Ms. Stacy Cardwell, 1063 E. Guinevere, stated that there are severe flooding issues and it has been a pre-existing problem and believes this may impact it more due to the property being at a higher elevation and has two pipes that run stormwater into the neighbor's fence and causes flooding.

Ms. Sandra Pierce, 1160 E. Cambridge Street, has concerns of the flooding and icing in the winter as well as noise, lights and hours operation since it abuts against her fence. She also noted concerns for ingress/egress to the facility and the door bays to the storage units and will be directly behind her backyard and noted that she will incur costs to take out her fence because they are not removing the existing fencing.

Ms. Madelyne Brown, 2914 S. Lancelot Court, has had severe flooding into her backyard and believes that the current flooding problems needs to be corrected before they create more problems.

Mr. Doennig closed the public hearing.

Ms. Cox asked about the new detention that will address the new development.

Mr. Hosmer noted that nothing else is being done on the current pervious surfacing due to existing footprint.

Ms. Broekhoven asked about the existing detention in the corner.

Mr. Hosmer noted that it is a raised area to keep water from the leaving the site.

Ms. Hawkins noted that the dentition area is old in the corner and outlet pipes are very outdated and small and would not be allowed today.

Mr. Doennig asked about the existing development they are not required to fix what is already there but require them to add to what is the new development.

Ms. Cox about the non-conforming building on the southwest side, if anything happens to the current area, do they have to update any of the existing detention.

Mr. Hawkins believes that if they added any pervious area then they may have to work on the detention but believes that they are already built out and no more impervious can be added to that section.

COMMISSION ACTION:

Ms. Cox motioned to approve Planned Development 370 (2915 South National Avenue). Mr. Jobe seconded the motion. Ayes: Doennig, Shuler, Cox, Ogilvy, Thomas, Broekhoven, Rose, and Jobe. Nays: None. Abstain: None. Absent: Coltrin.



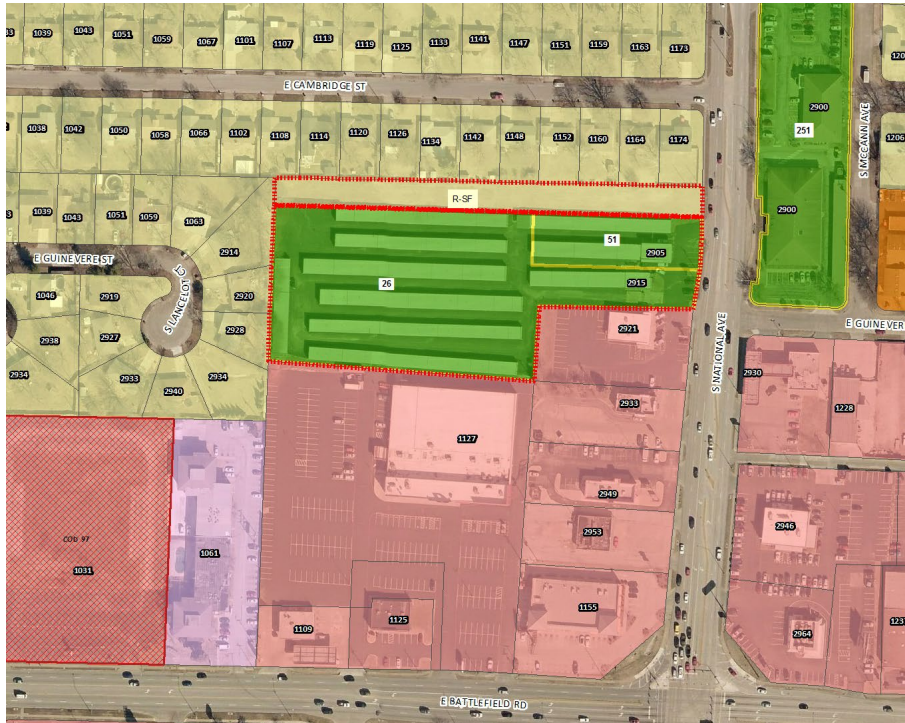
Bob Hosmer, AICP
Principal Planner

EXHIBIT C

PLANNING AND ZONING COMMISSION PUBLIC HEARING: JUNE 6, 2019

CITY COUNCIL PUBLIC HEARING:

JULY 1, 2019



CASE NUMBER:

Planned Development 370

PROJECT LOCATION: 2915 South National Avenue

ACRES: 4.2 acres

EXISTING LAND USE: Self-Storage, office and vacant land

APPLICANT: William C. Beall, Jr., Trust

STAFF:

Bob Hosmer, Principal Planner 417-864-1834

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve Planned Development 370 as submitted.

SUMMARY OF REQUEST:

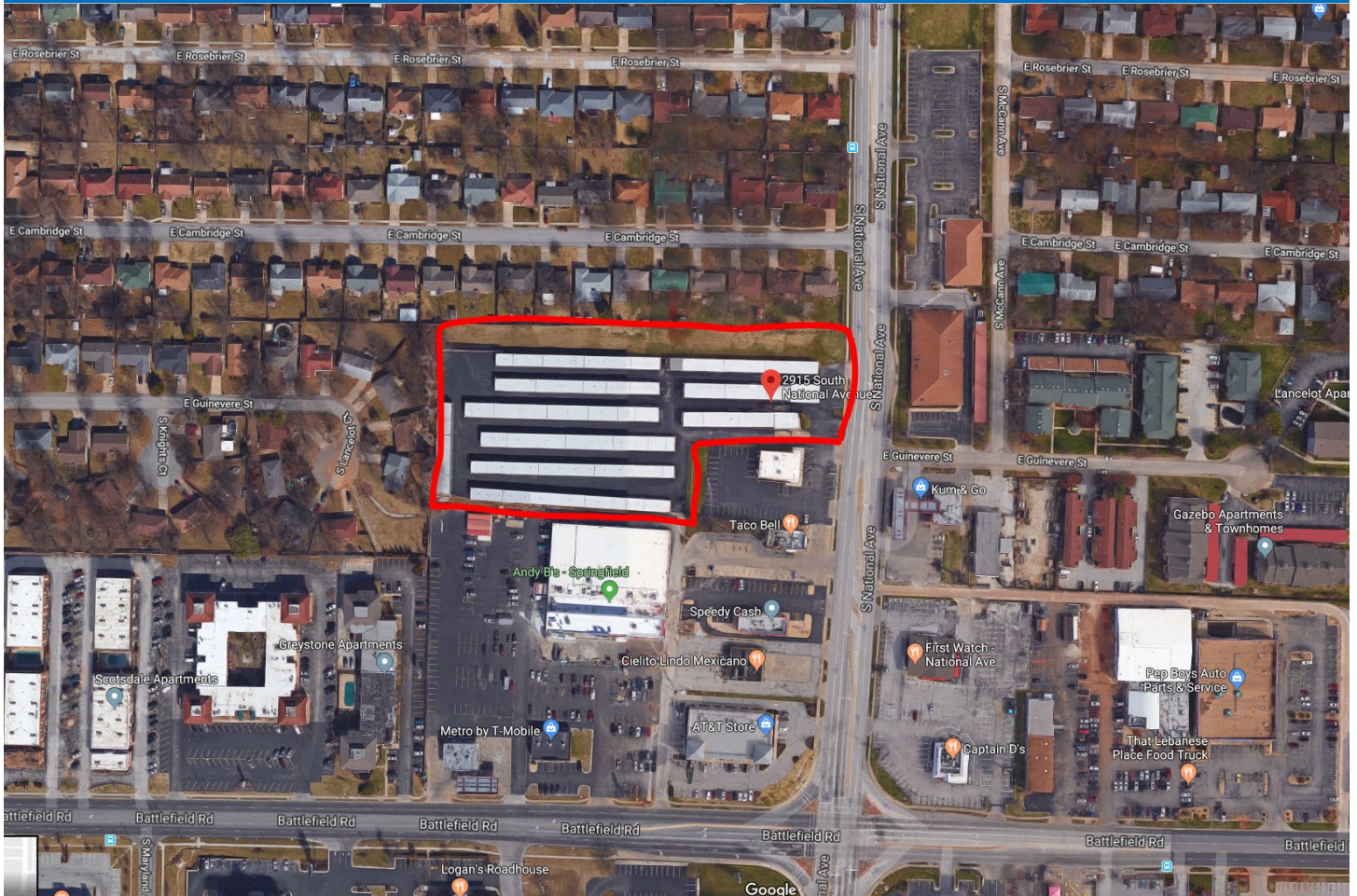
To rezone approximately 4.2 acres of property generally located at 2915 South National Avenue, from Planned Development 26 and 26, 1st amendment, Planned Development 51 and R-SF, Single-Family Residential District to Planned Development 370.

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this area as appropriate for High-intensity Retail, Office or Housing. This category is appropriate for General Retail, Highway Commercial, Office, Government and Institutional Use, University Combining and Medium and High-Density Multi-Family Districts. The City's Transportation Plan classifies South National Ave as a Primary Arterial roadway.
2. The proposed Planned Development retains all of the existing Planned Development's requirements except changes to the site plan and rezones R-SF property on the northside.
3. Staff believes this request will not have a negative effect on adjacent properties since the self-storage property is already built with existing structures and a landscaped bufferyard will be required between the uses. The approval of this application will allow development of this property and promote infill development where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:				
	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	GR	PD, GR	R-SF
LAND USE	Single-family homes	Commercial uses	Commercial & Offices	Single-family homes

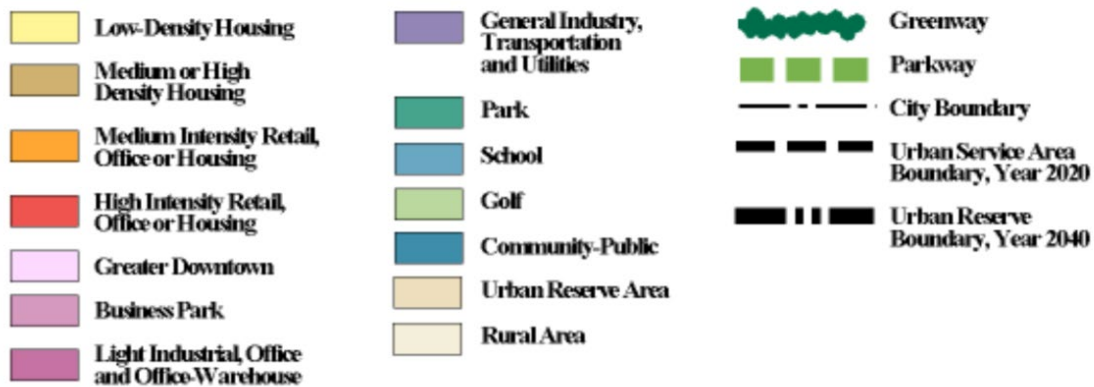
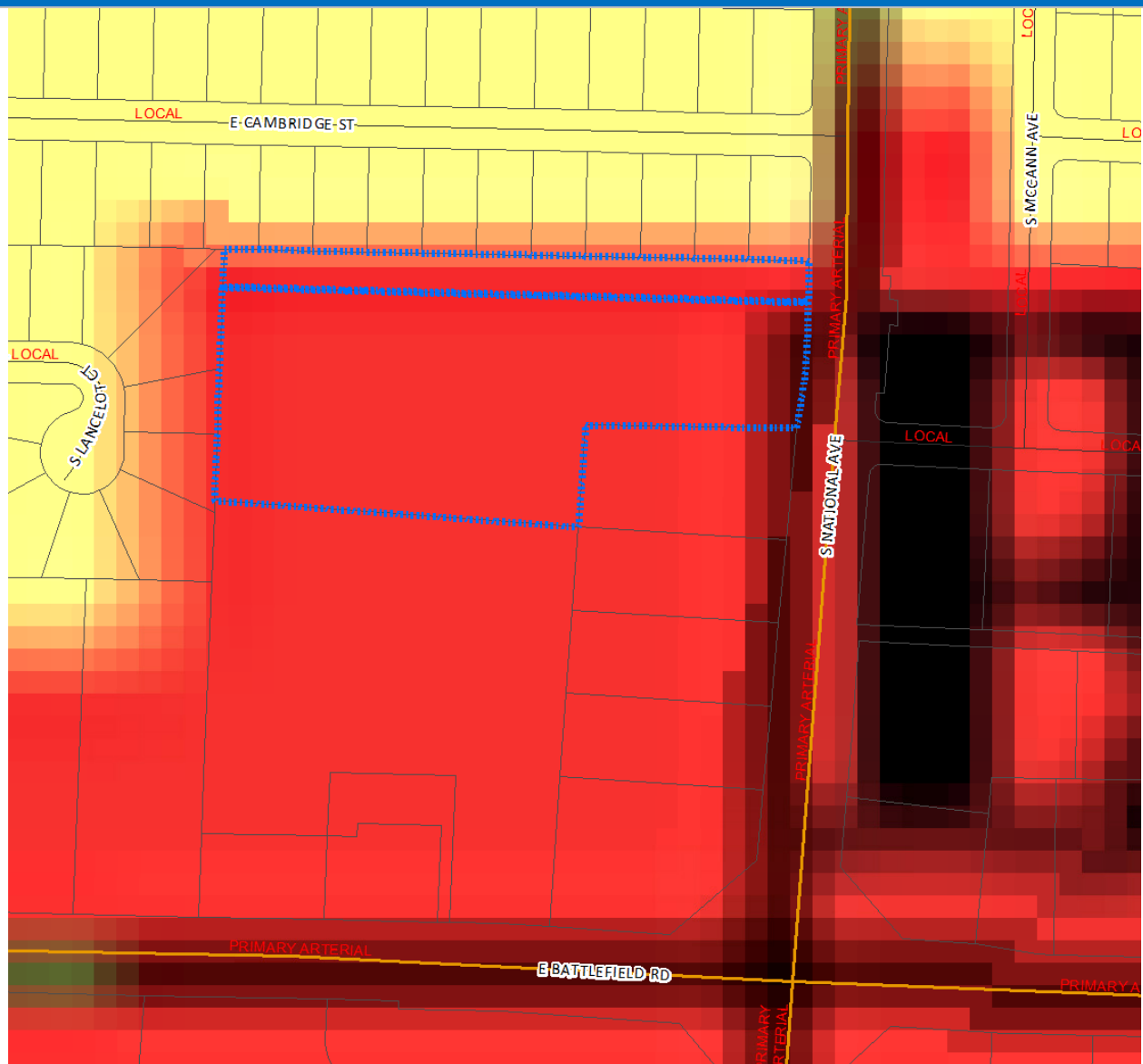
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:

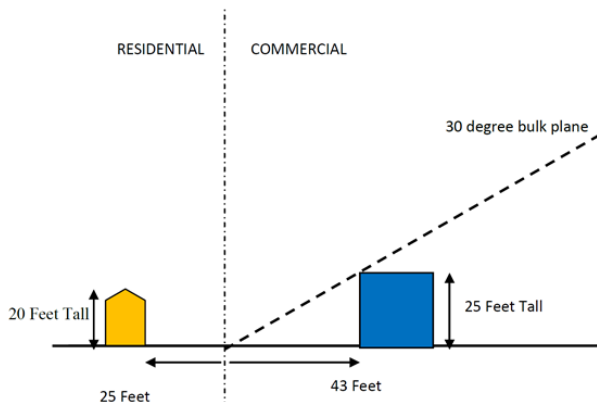


PROPERTY HISTORY:

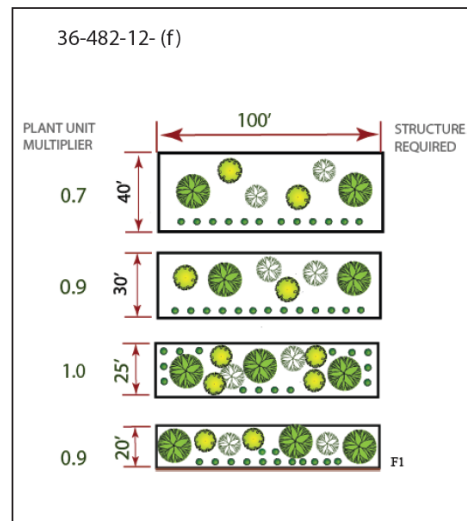
The subject property was rezoned to Planned Development 26 in 1983. In 1984 PD 26 first amendment was passed which only changed the bulk plane and height requirements. Planned Development 51, located on the eastside adjacent to National Avenue, was rezoned in 1985. The R-SF property along the northside was rezoned in a City wide rezoning that took place in 1995.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR PD 370
Maximum Structure Height	15 feet Maximum Height
Front Yard Setback	Per site plan
Side and Rear Setbacks	Per site plan
Maximum impervious area Open Space Requirement	Per site plan
Design Requirements	Per site plan
BULK PLANE	BUFFERYARD AND LANDSCAPING



A Type "F" Bufferyard is required adjacent to R-SF property



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this area as appropriate for High-intensity Retail, Office or Housing.

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.

The City's Transportation Plan classifies South National Ave as a Primary Arterial roadway.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 4.2 acres of property generally located at 2915 South National Avenue, from Planned Development 26 and 26, 1st amendment, PD 51 and R-SF, Single Family Residential District to Planned Development 370 for an existing self-storage facility, office and manager's apartment. The proposed Planned Development retains all of the existing Planned Development's requirements except changes to the site plan and rezones R-SF property on the northside. This request will not change the permitted total gross floor area or the permitted uses within the original Planned Developments.
2. The proposed request would rezone a 40 feet strip of R-SF, Residential Single Family property on the north. Half of that strip will be left as an open space/landscaped bufferyard. The request would also allow for the expansion and demolition of three buildings on the site. The total allowed square footage and remaining existing buildings would remain as they were originally constructed.
3. The Planned Development will require a bufferyard along the north and west property line adjacent to the R-SF, Single Family zoning district. The normal bufferyard required between GR/HC (self-storage facility use) and single-family 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. The full width of 20 feet Type F bufferyard with plantings will be required along the north property line adjacent to R-SF property. There is an existing structure on the westside adjacent to the R-SF property that is only 10 feet from the property line. The proposed request will allow this building to remain but if it is ever removed; a full 20 feet Type F bufferyard would be required.
4. Staff believes this request will not have a negative effect on adjacent properties since the self-storage property is already built with existing uses and structures and would now require a bufferyard. The approval of this application will allow development of this property and promote infill development where investments have already been made in public services and infrastructure.
5. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on May 14, 2019 regarding the rezoning request. A summary of the meeting is attached (Attachment 4).

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet:	Mailed: 78	Returned: 0
--	------------	-------------

DEPARTMENT COMMENTS:

**ATTACHMENT 1
DEPARTMENT COMMENTS**

BUILDING DEVELOPMENT SERVICES COMMENTS:

No objections to rezoning.

CITY UTILITIES COMMENTS:

No objections to rezoning. No issues with development plan, however as mentioned in PREDEV2019-00070, a gas main extension will be required if gas service is needed for new building.

FIRE DEPARTMENT COMMENTS:

No objections to rezoning.

CLEAN WATER SERVICES COMMENTS:

No objection to site plan. A sewer easement will still need to be dedicated across Tract 1.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. National Avenue as a Primary Arterial roadway. The standard right-of-way width for S. National Avenue is 50 feet from the centerline. It appears approximately 8 feet of additional right-of-way needs to be acquired along the entire length of the property frontage along S. National Avenue. A survey is recommended to determine the exact amount of existing right-of-way. S. National Avenue is a City-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on S. National Avenue north of E. Battlefield Road is 31,950 vehicles per day. On-street parking is not allowed along S. National Avenue.

DRIVEWAY ACCESS

There is currently one right-in/right-out access point to the property, and one shared full-access driveway approach. No additional driveway approaches beyond the existing driveway approaches will be permitted.

SIDEWALK

There is existing sidewalk along the property frontage of S. National Avenue. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The South Creek Greenway Trail Trailhead is a few blocks to the north of the property in question. There are bus stops along S. National Avenue. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily. The City of Springfield has plans to make improvements to the intersection of National and Sunset. Extent of these improvements and a date of construction is still to-be-determined.

SITE PLAN

With the dedication of additional right-of-way, angled parking will need to be utilized so that the parking complies with current City Standard ST-6. The site plan provided shows parking that complies with current City Standards. Appropriate signage will need to be provided to direct one-way traffic in/around the site.

STORMWATER COMMENTS:

The property is in the South 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 not be disturbing more than one (1) acre there will not 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	South Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

EXHIBIT 1

Requirements and Standard Applicable to Planned Development District No. 370

A. APPLICATION

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

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

B. INTENT

A lot combination to combine PD 26, PD 26 Amended and PD 51, along with the undeveloped, property to the north of 2915 South National that is currently zoned as R-SF, altogether to form one new PD that will allow the existing structures to remain and add a new storage buildings along with allowing expansion of the manager's apartment and allow replacement of existing storage buildings (per Exhibit 2) within the existing building footprint.

C. DEFINITIONS

The definitions contained in the *Zoning Ordinance* shall apply to this ordinance. For purposes of this ordinance, the following definitions shall also apply.

Floor Area, Gross. The sum of the gross horizontal areas of several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but not including parking or loading spaces for motor vehicles. The gross floor area shall include administrative offices, the live-in manager's apartment, machine and equipment rooms, and the storage cubicles, plus any activities incidental to these use's function.

D. USES PERMITTED

All existing buildings and conditions to remain as constructed, unless noted otherwise in this Planned Development Exhibit 2. Existing uses and proposed uses shall be as the following:

- (1) Self-service storage facilities, resident manager apartment and business office for that activity,
- (2) Self-service storage facilities includes outside storage for boats, recreation vehicles, travel trailers, motorcycles and similar personal vehicles may be substituted for equal square footage of covered storage.
- (3) General Office

E. USE LIMITATIONS

1. All uses shall operate in accordance with the noise standards contained in Section 36-485 of the Springfield Zoning Ordinance.
2. No use shall emit an odor that creates a nuisance as determined by Springfield City Code.

F. INTENSITY OF DEVELOPMENT

Development shall adhere to the following standards.

- (1) A maximum of 61,000 square feet of gross floor area shall be permitted within the district which including a maximum of two thousand (2,000) square feet for the live-in manager's apartment and rental office combined in Building B and one thousand five hundred (1,500) square feet for the General Office use in Building C.
- (2) Existing Buildings B, C and D are buildings proposed to be demolished and replaced with the same footprint and intended to meet all regulations of this Planned Development District.

G. BULK, AREA AND HEIGHT REQUIREMENTS

Development shall adhere to the following standards.

- (1) Maximum structure heights. 15 feet
- (2) A thirty-degree bulk plane shall be imposed on any new or replaced buildings closest to property lines abutting R-SF and R-TH.
- (3) No structure shall exceed a height of 15 feet from finished floor to the highest point of the building.

H. OPEN SPACE, LANDSCAPING & SCREENING

The landscaping and screening provisions are intended to improve the physical appearance of the District; to improve the environmental performance by contributing to the abatement of

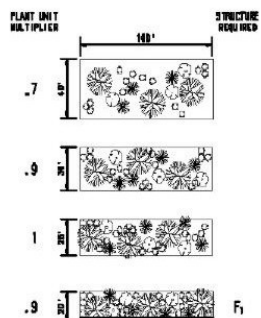
heat, glare and noise, and by promoting natural percolation of storm water and improvement of air quality; to buffer potentially incompatible land uses from one another; and to conserve the value of adjoining property and neighborhoods.

1. Bufferyards.
 - a. Required bufferyards.

A bufferyard shall be required between R-SF and any new/replaced structures on the north property line (Building E, F and G) which shall be in conformance with the standards of Bufferyard F, as shown below EXCEPT a fence will be required for the entire length of the property line or until it intersects with another fence meeting the requirement of this Bufferyard, no matter the bufferyard depth. The plantings may be placed outside the fence as shown below or inside the fence, with the fence being installed at the edge of the bufferyard closest to the buildings – it's the owner's choice. The number of plantings shall follow the bufferyard depth shown below.

- b. A 10 feet bufferyard shall be required between R-SF and existing building "A" with existing vegetation to remain. If Building "A" is removed the full 20 feet bufferyard with plantings for a "Type F" bufferyard will be required, although the existing detention would remain.

(f) Bufferyard F.

Required Plantings per 100 Linear Feet	
3 Canopy Trees 3 Understory Trees 4 Evergreen Trees 20 Shrubs	
Required Structure	
F: Six-foot solid wood fence or six-foot solid masonry/brick wall or six-foot solid evergreen hedge.	

2. Vehicular use area open space.
 - a. Perimeter. As shown on Exhibit 2,
 - b. Interior. The existing interior parking green space is to remain, no other interior parking/drive green space is being proposed.
 - c. All drives within the project providing direct access to

storage units shall be at least 20' wide to accommodate fire truck access.

3. Open space landscaping.
 - a. Open space and landscaping as shown on Exhibit 2.
4. Screening and fencing.
 - a. The requirements and standards of Section 36-480 of the Springfield Zoning Ordinance, in effect at the time of development shall apply.

I. EXTERIOR LIGHTING

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

J. ACCESS TO PUBLIC THOROUGHFARES

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

K. OFF-STREET PARKING

Existing 8 parking spaces to remain plus one additional for Buildings and E and G.

L. SIGNS

Existing Signs to remain. Any new signs shall comply with the following:
A free-standing sign, with a maximum of forty-eight (48) square feet of effective sign area and a maximum height of twenty-five (25) feet shall be permitted adjacent to National Avenue no closer than twenty-five (25) feet from this district's northern property line. In addition, a wall sign shall be permitted as part of the office use. This sign shall be limited to two (2) square feet of sign area per lineal foot of this use's building frontage. A sign would be allowed for each business.

M. REQUIRED IMPROVEMENTS

1. Public improvements to be completed. Public and private improvements necessary to adequately accommodate the intensity of development proposed in this District shall be constructed prior to or concurrently with the development of the property. If the development of the property is phased, the construction of the improvements may also be phased provided there is a logical relationship between each phase of the development and the construction of the required improvements. Prior to building permits being issued to the applicant, or subsequent owners shall:
 - a. construct the required improvements; or

- b. provide assurances satisfactory to the Director of Public Works guaranteeing that all required improvements will be constructed in accordance with the “Design Standard for Public Improvements” of the Public Works Department shall be provided to the City.
- 2. Certificate of occupancy. No certificate of occupancy shall be issued for any structure within this District, or phase of the development, unless:
 - a. The required improvements are completed prior to occupancy of the structures; or
 - b. The Director of Public Works has determined that:
 - (1) any incomplete required improvements have little or no effect on the occupancy of the facility;
 - or
 - (2) conditions beyond the control of the contractor, *i.e.*, strikes, weather, etc., have delayed the completion of the improvements.

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

- 3. Required improvements. Improvements necessary to adequately accommodate the intensity of development in this District include the following.
 - a. Street improvements.
A traffic study is not necessary for this project.
 - b. Sanitary sewer facilities.
No sewer improvements are being proposed to this property.
 - c. Storm water management facilities.
The area proposed for the new impervious surface is shown on Exhibit 2. All other storm water areas on the site will remain. All other water management will remain.
- 4. Improvement Standards.
Improvements shall conform to the following standards.
 - a. All utilities and utility connections shall be located underground, including, but not limited to, electrical and telephone cables, security and other telecommunication systems and wires. Transformers, meters of any type (including electric, gas or other meters), or other apparatus shall be adequately screened and landscaped.

N. PHASING

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

and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

If a new bathroom is required for the self-storage units, it will be installed with the renovation of the apartment or office area associated with the storage facility functions in Building B.

O. FINAL DEVELOPMENT PLAN

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

Development of this District shall be in accordance with the approved final development plan.

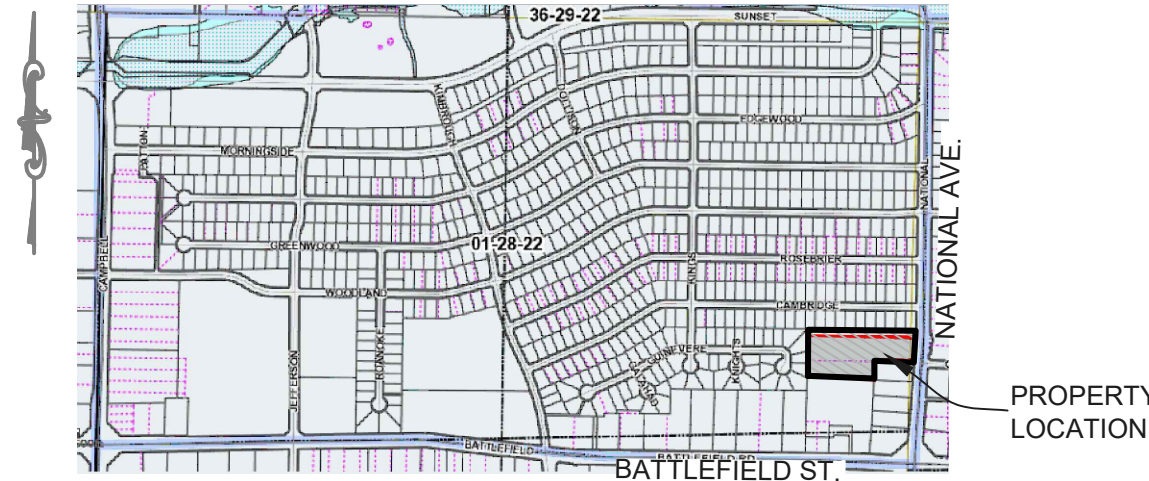
1. A final development plan shall only be approved if it is in substantial conformance with Exhibit 2 as defined by *Subsection 36-405 (9) (c) of the Springfield Zoning Ordinance*.
2. The final development plan shall be submitted to the Administrative Review Committee for review for final action, either as a whole or in phases. The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not, however, be construed to permit:
 - a. Any uses within the District other than those specifically prescribed by the ordinance.
 - b. Any increase in the intensity of use permitted within the District.

PLANNED DEVELOPMENT #370, EXHIBIT 2

A-1 SOUTH SELF-STORAGE FACILITY

2915 S. NATIONAL AVE.

SPRINGFIELD, GREENE COUNTY, MISSOURI 65804



LOCATION MAP

NOT TO SCALE
SEC. 1, T. 28N, R. 22W

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	142.31	4295.28	1°53'54"	N02°51'15"E	142.30
C2	101.42	4295.28	1°21'10"	S04°28'47"W	101.42

DESCRIPTION FOR ADMINISTRATIVE SUBDIVISION / REZONING:

A PART LOTS 8 & 9 OF BATTLEFIELD BOWL SUBDIVISION, A RECORDED SUBDIVISION IN THE RECORDER'S OFFICE OF GREENE COUNTY, MO IN PLAT BOOK DD PAGE 69 AND A TRACT OF LAND AS DESCRIBED IN SAID RECORDER'S OFFICE DEED BOOK 2015 PAGE 03449-15, ALL IN THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION 1, TOWNSHIP 28 NORTH, RANGE 22 WEST OF THE 5TH PRINCIPAL MERIDIAN, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING (POB) AT AN EXISTING IRON PIN AT THE SOUTHEASTERLY CORNER OF LOT 77 OF MEADOR PARK ESTATES 5TH ADDITION, A SUBDIVISION AS RECORDED IN PLAT BOOK AA PAGE 80 OF SAID RECORDER'S OFFICE, SAID POINT ALSO LYING ON THE WESTERLY RIGHT-OF-WAY (R/W) OF NATIONAL AVE. AS IT NOW EXISTS; THENCE ALONG SAID R/W THE FOLLOWING TWO (2) COURSES:

1.) S 01°40'25" W A DISTANCE OF 49.48';
2.) WITH A NON-TANGENT CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 142.31', WITH A RADIUS OF 4295.28', WITH A CHORD BEARING OF S 02°51'15" W WITH A CHORD LENGTH OF 142.30' TO THE NORTHEASTERLY CORNER OF THE EXCEPTION TO THE PROPERTY DESCRIBED IN DEED BOOK 830 PAGE 482 SAID RECORDER'S OFFICE;
THENCE LEAVING SAID R/W AND ALONG THE PERIMETER OF SAID EXCEPTION THE FOLLOWING TWO (2) COURSES:

1.) N 89°26'29" W A DISTANCE OF 259.23';
2.) S 02°17'22" W A DISTANCE OF 124.60' TO A POINT ON THE SOUTHERLY LINE OF LOT 8 SAID BATTLEFIELD BOWL SUBDIVISION;
THENCE ALONG THE PERIMETER LINES OF SAID LOTS 8 & 9 THE FOLLOWING (2) COURSES:;

1.) N 85°52'55" W A DISTANCE OF 435.48';
2.) N 01°58'21" E A DISTANCE OF 256.19' TO THE NORTHWESTERLY CORNER OF SAID LOT 9, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF SAID TRACT OF LAND DESCRIBED IN SAID BOOK 2015 AT PAGE 03449-15;

THENCE CONTINUING N 01°58'21" E ALONG THE WESTERLY LINE OF LAST DESCRIBED TRACT OF LAND A DISTANCE OF 41.41' TO THE NORTHEASTERLY CORNER OF LOT 38 MEADOR PARK 6TH ADDITION, A SUBDIVISION AS RECORDED IN PLAT BOOK BB PAGE 35 OF SAID RECORDER'S OFFICE, SAID POINT ALSO LYING ON THE SOUTHERLY LINE OF SAID MEADOR PARK ESTATES 5TH ADDITION;

THENCE ALONG LAST SAID SOUTHERLY LINE S 88°45'20" E A DISTANCE OF 697.00' TO SAID POINT OF BEGINNING, HAVING AN AREA OF 184,842.06 SQUARE FEET, 4.24 ACRES AND SUBJECT TO ALL EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

SITE PLAN NOTES:

1. ADMINISTRATIVE SUBDIVISION PROPOSED TO COMBINE PROPERTIES INTO A SINGLE TRACT.
(1.1) (COMBINED AREA: 4.2+ AC.)

2. ZONING:

2.1. PD 26 AMENDED + PD 51 + 50+ STRIP ALONG NORTH ZONED AS R-SF
2.2. ZONING TO BE REPLACED WITH NEW PLANNED DEVELOPMENT.

3. EXISTING & PROPOSED BUILDINGS

(3.1) EXISTING BUILDING A. IF THE USE OF THE EXISTING SELF-STORAGE BUILDING "A" SHOULD CHANGE OR BE DEMOLISHED, A 20' DEEP BUFFERYARD "F" WILL BE ADDED WITH THE 6' TALL FENCE INSTALLED
(3.2) EXISTING BUILDINGS B, C AND D ARE PROPOSED TO BE DEMOLISHED AND REPLACED WITH SIMILAR FOOTPRINT AND INTENDED TO MEET ALL REGULATIONS OF THIS PLANNED DEVELOPMENT DISTRICT.
(3.3) EXISTING BUILDINGS E AND F AND NEW BUILDING G. A THIRTY-DEGREE BULK PLANE SHALL BE IMPOSED ON ANY NEW OR REPLACED BUILDINGS (I.E. CLOSEST TO PROPERTY LINES ABUTTING R-SF).

(4) 5' ADDITIONAL R/W REQUIRED TO BE DEDICATED NATIONAL AVE. PROPERTY FRONTAGE.

(5) PARKING CONFIGURATION TO BE MODIFIED TO ACCOMMODATE 5' OF ADDITIONAL R/W DEDICATED. 90° PARKING OR ALTERNATE DIAGONAL PARKING MAY BE INCORPORATED WITH 2' OVERHANG OF R/W PER TRAFFIC DEPT.

6. DETENTION

(6.1) DETENTION FOR NEW IMPERVIOUS AREA TO BE PROVIDED ONSITE EXCEEDING CURRENT CITY DETENTION REQUIREMENTS AS FOLLOWS:

6.1.1. PROPOSED DETENTION VOLUME WILL MEET OR EXCEED 120% OF THE CURRENT CITY REQUIREMENTS FOR THE NEW IMPERVIOUS AREA. THE DISCHARGE FLOWRATE FOR THE NEW DETENTION BASIN WILL BE A MINIMUM OF 20% LESS THAN THE CURRENT DESIGN FLOW RATE FOR THE CONTRIBUTING BASIN AREA.

6.1.2. LESS THAN 1 ACRE OF NEW IMPERVIOUS AREA ADDED WITH THE PROPOSED SITE IMPROVEMENTS - NO WATER QUALITY PROVISIONS REQUIRED. PROPOSED DETENTION BASIN WILL INCORPORATE INFILTRATION TO REDUCE DISCHARGES AN ADDITIONAL 10%. PROPOSED IMPROVEMENTS WILL INCLUDE A LEVEL SPREADER AT DISCHARGE TO REDISTRIBUTE TO SHEET FLOW FOR IMPROVED TRANSIT TIME THRU VEGETATION TO FURTHER REDUCE RUNOFF AND IMPROVE WATER QUALITY.

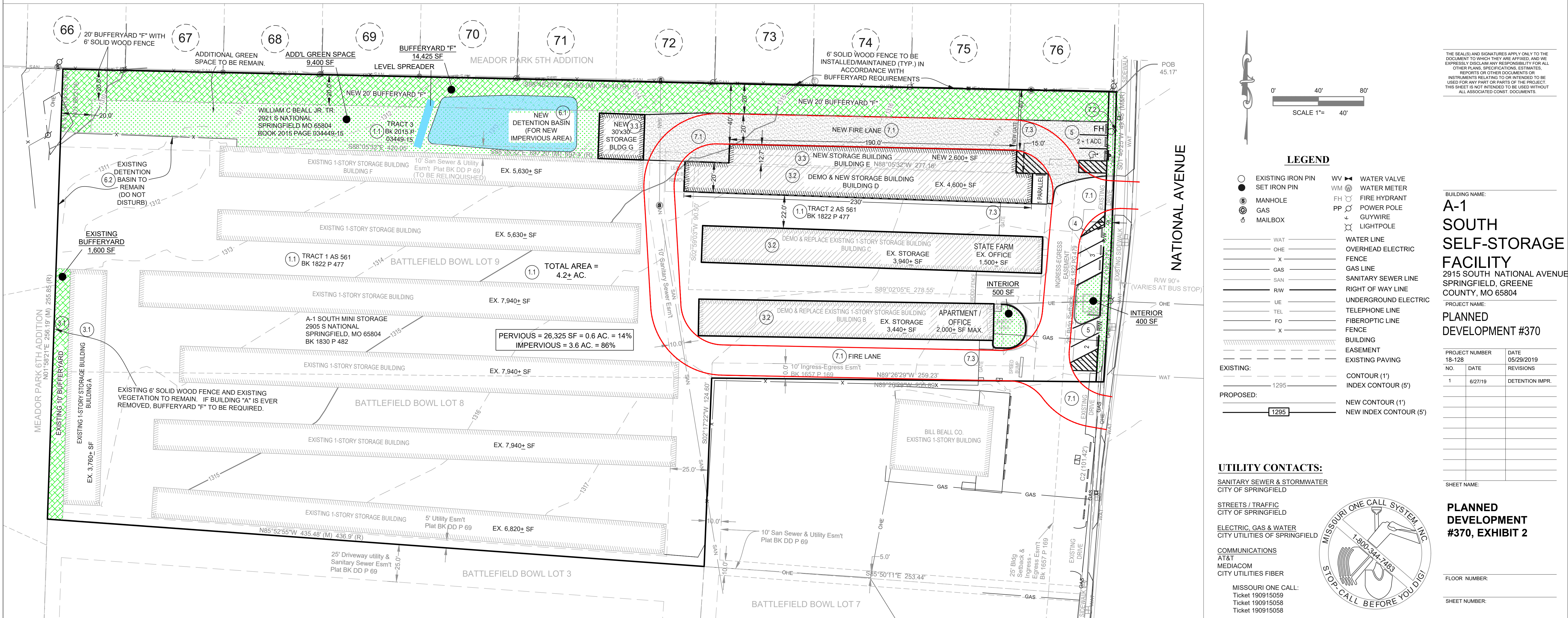
(6.2) EXISTING DETENTION BASIN TO REMAIN (DO NOT DISTURB)

7. FIRE

(7.1) FIRE LANE CIRCULATION TO BE PROVIDED FROM NORTH DRIVE AROUND THE NEW BUILDING AND OUT THE SOUTH DRIVE WITH 28' INTERNAL RADII AS REQUIRED BY PRE-DEVELOPMENT REVIEW.

(7.2) A PUBLIC FIRE HYDRANT TO BE ADDED TO THE WEST SIDE OF NATIONAL NORTH OF THE NORTH DRIVE.

(7.3) KNOX SWITCH OR A KNOX PADLOCK TO BE INSTALLED ON ELECTRIC GATES OR NONELECTRIC GATES, RESPECTIVELY. (IFCD103.5)





IRELAND
ARCHITECTS

PLN PLN2019-00152 29015 S. National - A-1 South Self Storage
Neighborhood Meeting on May 14, 2019
Project #18-128

Home Owner's Name	Address	Phone Number	E-mail Address
Sandra Pierce	1100 E Cambridge	894-6869	pierce@otr.edu
David Campbell	1126 E Cambridge	773-4486	David dcampbell2@oreillylab.com
Luella Patterson	2920 S. Lancelot	209-5167	ellpatterson@biglobal.net
Madelyne Brown	2914 S. Lancelot Ct.	573-202-5712	mademmb@gmail.com
Godwin Kenna	1448 E Berkeley	417-883-3452	in PMA MD@ LAHDO.COM
Lory Cardwell	1063 E Guinvere St	300-6580	Cis1986@gmail.com
Kenny Kays	1144 E. Cambridge	830-4900	Support@PacensingGroup.com
Bret Haselhorst	many - on corner morningside, Rosebud.	863-1902	manager@HaselhorstApartments.com



Neighborhood Mtg responses

5/16/2019

Project: PLN2019-00152

Project #: 18-128

Address: 2915 S. National Avenue
Springfield, MO

From: Stephanie D. Ireland

A neighborhood meeting was conducted on May 14, 2019 from 4:00pm – 6:30 on the existing self-storage property and the following comments were made and then the responses.

1. Almost all of the people commented on the need for better drainage in the entire area, which is about a 10 - 15 block area, from what they explained to me
 - a. I showed and explained where the additional detention pond is proposed on the site. Then explained the intention is to hold the water further “upstream” on the property so that it doesn’t compound any existing drainage problems in the area.
 - b. There is no storm sewer in this large area for anyone to tie into. I explained that to the residents as well. If a storm drainage system were added, it would help the entire area but the infrastructure just doesn’t exist as this time.
2. David, on the attached sign-in sheet, says that there is currently access 24/7 to the storage units, which makes lots of noise.
 - a. The existing self-storage facility has controlled access with a keypad and no one is allowed in after 9:00pm, as the sign shows.
 - b. I confirmed this information with the live-in self-storage manager. He lives on the site and says that no patrons have access after 9:00pm, except him.
 - c. I also mentioned to David that since there is not access after 9:00pm, I don’t think any noise would be produced after that time, from this property.
 - d. Andy B’s is not far away and they have much later hours (until midnight or 1:30 every night) so it’s possible the noise is coming from that area.
3. Several of the residents have gates in their back yards that open onto this piece of property and many of them thought that the City owned this property and that they had a “right” for access on this property.
 - a. I explained that the City does not own the property, that William C. Beall, Jr. Trust owns it.
 - b. It has always been a separate piece – stand alone – piece of property, owned by a couple different people throughout the years.
 - c. There is no access agreement recorded, for access to the neighbor’s back yards.
 - d. The William J. Beall Trust pays to have the grass mowed and pays taxes on the property.
 - e. David did not believe that the City didn’t own property because his real estate agent told him that the City owned it and that he also had access to this property from his back yard. I told them they could call the tax assessor’s office to confirm the property owner information.
4. Sandra demanded that the owner of the property in discussion, should pay to have her back fence removed and the new fence tied to her existing side fence. She also asked if there would be two fences back to back.

If you believe the contents of this document are inaccurate, please contact me immediately.

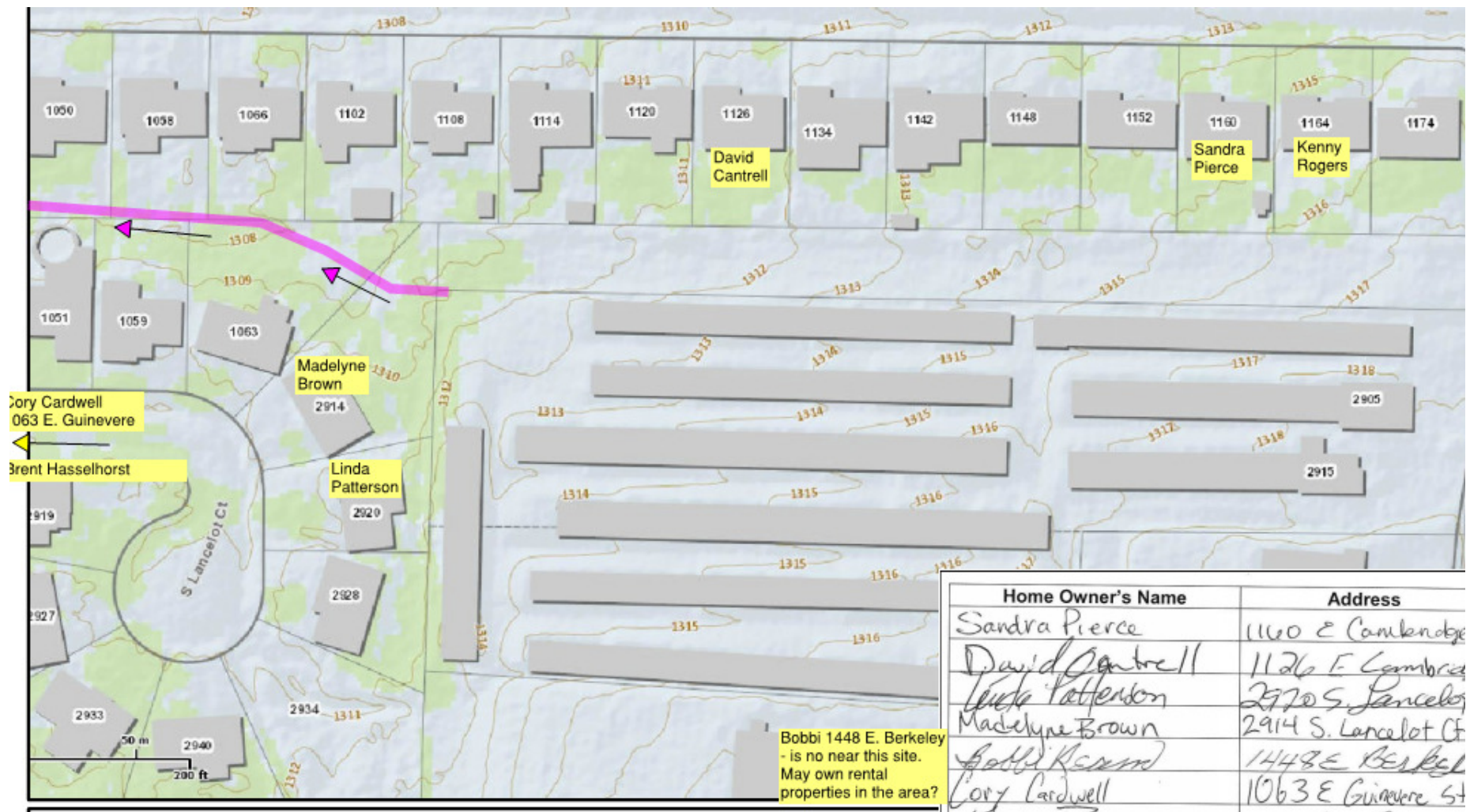


Neighborhood Mtg responses

5/16/2019

- a. I explained that my client cannot legally tie to her fence because her fence is on HER property and that no one has a right to build on another's property.
 - b. I explained to her that - yes, if she has an existing fence – I believe she said she has a chain link fence – there would be two fences to back to back – one on each property.
5. Kenny Rogers (not THE Kenny Rogers) expressed concern about the way the self-storage would look and expressed concern about security. He owns a couple of rental houses in the area.
- a. I explained that we are proposing a metal, horizontal panel that will look similar to the vinyl siding that is on almost all of the houses in the area. He then said he was fine with that and his concern goes away.
 - b. On some other of his rental properties (I don't know if this problem has been in this area or on his other rental properties he owns) he is having trouble with thieves kicking in a 6' wood privacy fence and breaking into a home. I explained that the City has proposed a solid, fence height of 6', no matter the material, anyone could still climb over ANY type of 6' tall fence. He understood and commented "things are different these days". I agree.
6. David and Sandra both mentioned a concern about lights and cameras pointing in the direction of their backyards and homes, on the new building.
- a. I explained that there is a City Regulation that prohibits light brighter than 1 foot candle from spilling onto another property – and we would be honoring that regulation.
 - b. In further talking with Sandra she said the lights that shine into her house at this time are from Andy B's, not the self-storage unit. Andy B's building is much taller than the self-storage buildings.
 - c. I also explained the cameras would be pointing at the self-storage units in case someone tries to steal belongings or damages the buildings, not toward any backyards – that would defeat the purpose of the cameras; which are for security reasons.

Stephanie D. Ireland, AIA
CEO of Ireland Architects, Inc.



The civil engineer put this information together after the Neighborhood Meeting:

1. According to the grading plan on the City's site, David, Sandra and Kenny do not receive any effective drainage from this property. They may be receiving it from other properties.
2. According to the grading plan on the City's site, very little from this property drains through Linda Patterson's property because the building on the west side of this property protects Linda's property. The water goes to the detention and discharges north of her property and then drains west. It is very possible that she is getting water from other properties.

One-rdg. _____
P. Hmgs. _____
Pgs. 4
Filed: 06-25-19

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 158

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager to execute an addendum to the Intergovernmental
2 Agreement between the City and School District of Springfield R-12 for
3 the purpose of sharing the costs of a third-party vendor to operate a
4 school crossing guard program for one additional year.
5 _____
6

7 WHEREAS, on November 10, 2014, City Council adopted Ordinance 26484
8 which authorized the City to enter into an Intergovernmental Agreement ("Agreement")
9 with the School District of Springfield R-12 to share in the costs of a school crossing
10 guard program; and
11

12 WHEREAS, the Agreement authorizes the City and School District to extend the
13 agreement through June 30, 2019; and
14

15 WHEREAS, the City and School District desire to extend the terms of the
16 Agreement until July 31, 2020.
17

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

21 Section 1 – The City Manager, or his designee, is hereby authorized to execute
22 on behalf of the City an addendum to the Intergovernmental Agreement between the
23 City and School District of Springfield R-12, identified as Contract No. 2014-1429, said
24 addendum to be in substantially similar form as that document attached hereto and
25 incorporated herein by this reference as "Exhibit A."
26

27 Section 2 – This Ordinance shall be in full force and effect from and after
28 passage.
29

30 Passed at meeting: _____
31
32
33

Mayor

34
35
36
37
38
39
40
41
42
43
44

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019- 158

FILED: 06-25-19

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Authorizing the City Manager to execute an addendum to the Intergovernmental Agreement between the City and School District of Springfield R-12 for the purpose of sharing the costs of a third-party vendor to operate a school crossing guard program for one additional year.

REMARKS:

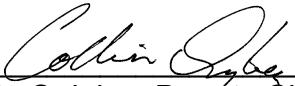
On November 10, 2014, City Council adopted Ordinance 26484. This Ordinance authorized the City to enter into an Intergovernmental Agreement ("Agreement") with the School District of Springfield R-12 to share in the costs associated with a third-party vendor's operation of a school crossing guard program inside the City (Contract No. 2014-1429). The initial costs of the crossing guard services were \$140,900, with the City agreeing to pay \$105,000 and the School District agreeing to pay \$35,900. The parties agreed to pay 50% of any increase above the \$140,900 amount. A later addendum clarified, among other things, that the City and School District, in the event of a renewal of the Agreement, would each pay 50% of any increase above the \$140,900 for the crossing guard services.

The initial Agreement authorized the City and School District to extend the term of the contract for four additional one-year terms. The City and School District have utilized all of the currently authorized extensions.

The Addendum proposed as part of this Ordinance authorizes the City and School District to extend the term of the contract through July 31, 2020. The City and School District desire to extend the Agreement for an additional one-year term to allow more time for the City and School District to collaborate on the Request For Proposals regarding school crossing guard services in the City.

Extending the Agreement requires City Council action.

Recommended by:


Collin Quigley, Deputy City Manager

Approved by:

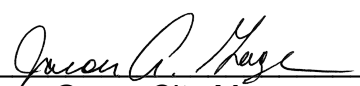

Jason Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) ATTORNEY	(3) FINANCE DEPARTMENT
		(4) LAW DEPARTMENT	(5) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	ADDENDUM # 6 TO CONTRACT # 2014-1429	
CITY		SCHOOL DISTRICT	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: 417-864-1695 Fax: 417-864-1031 Attn:		School District of Springfield R-12 1359 E. St. Louis Street Springfield, MO 65802 Phone: 417-523-0082 Attn: Carol Embree, Deputy Superintendent-Operations	

ADDENDUM

Entered into this _____ day of _____, 201____, for good and valuable consideration, the undersigned hereby agree that this Addendum shall become part of that certain Contract executed on the 14th day of November 2014 (Contract #2014-1429), by the parties identified above.

The parties agree as follows:

1. That paragraph 4 of the "Intergovernmental Agreement for Crossing Guards" is hereby deleted and replaced with a new paragraph 4 which reads as follows:

4. Term. The term of this agreement will begin on January 1, 2015 and end on July 31, 2020.
2. That all other provisions of the "Intergovernmental Agreement for Crossing Guards" shall remain in full force and effect.
3. That this Addendum, together with the Agreement and any other previous addenda, contain the entire agreement of the parties. No modification, amendment or waiver of any of the provisions of this Addendum, shall be effective unless in writing specifically referring hereto and signed by both parties.

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

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

SCHOOL DISTRICT OF SPRINGFIELD R-12

By: _____

Title: _____

Attest: _____
Secretary or their designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

34 Section 1 – The City Manager, or his designee, is hereby authorized to accept
35 \$251,811.00 from the State of Missouri, Division of Workforce Development, to
36 implement the Missouri Works Together program in the Ozark Region, to provide
37 temporary disaster-relief and career training services to workers impacted by the opioid
38 crisis, and to do all things necessary to carry out the grant including the execution of
39 contracts, provided the form of the contract is approved by the City Attorney.
40

41 Section 2 – The budget of the Department of Workforce Development for Fiscal
42 year 2019-2020 is hereby amended in the accounts and in the amounts as shown on
43 Budget Adjustment No. 003, a copy of which is attached hereto and incorporated herein
44 by reference as “Exhibit B.”
45

46 Section 3 – City Council hereby finds that the budget adjustment made above
47 has been recommended by the City Manager.
48

49 Section 4 – The City Manager is directed to cause the appropriate accounting
50 entries to be made in the books and records of the City. In the event additional funding
51 is provided under this grant by the grantor, the Director of Finance is hereby authorized
52 to adjust this appropriation by an amount not to exceed 20 percent.
53

54 Section 5 – City Council hereby finds and declares this Ordinance relates to the
55 acceptance of a grant from a state or federal agency and pursuant to Section 2.16(25)
56 of the City Charter, this Ordinance shall require one reading. Therefore, this Ordinance
57 shall be in full force and effect from and after passage.
58

59 Passed at meeting: _____
60

61 _____
62 Mayor
63

64 Attest: _____, City Clerk
65
66

67 Filed as Ordinance: _____
68

69 _____
70 Approved as to form: Cash, Assistant City Attorney
71

72 _____
73 Approved for Council action: Jason C. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2019-160

FILED: 07-09-19

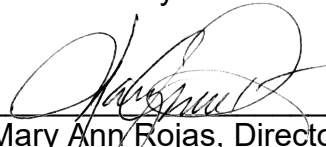
ORIGINATING DEPARTMENT: Workforce Development

PURPOSE: Authorizing the City Manager, or his designee, to accept a grant from the Missouri Division of Workforce Development in the amount of \$251,811.00, to implement the Missouri Works Together program, to provide temporary disaster-relief employment and career and training services to workers impacted by the opioid crisis; amending the budget for the Department of Workforce Development for Fiscal Year 2019-2020 in the amount of \$251,811.00; and declaring that this bill qualifies for approval in one reading.

BACKGROUND: The Missouri Division of Workforce Development (“DWD”) has allocated funds in the amount of \$251,811.00, to the Ozark Region Department of Workforce Development to address the impact of the opioid crisis on the workforce. Missouri Works Together will consist of a two-track program. Track One consists of DWD and the Ozark Region Workforce Development Board and the Department of Workforce Development identifying up to six (6) individuals affected by the opioid crisis and arranging for training as Certified Peer Specialists (“CPS”). These specialists will then be employed for 12 months in counties most impacted by the opioid crisis at places such as Community Treatment Centers, Emergency Rooms and Recovery Housing. Track Two will run simultaneously to Track One and consist of staff identifying dislocated workers and other eligible participants for trainings under the grant in healthcare-related careers that relate to the opioid crisis. Staff will also arrange for participants to receive career and training services following the Workforce Innovation and Opportunity Act guidelines.

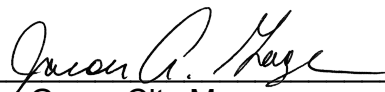
REMARKS: This Ordinance authorizes the acceptance of grant funds from the state or federal government and may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a contract for acceptance of grant funds from a state or federal agency.

Submitted by:



Mary Ann Rojas, Director
Department of Workforce Development

Approved by:



Jason Gage, City Manager

June 17, 2019

Ms. Mary Ann Rojas
City of Springfield
2900 E. Sunshine
Springfield, Missouri 65804

Dear Ms. Rojas:

The Division of Workforce Development intends to provide the Ozark Workforce Development Board of Springfield with Disaster Recovery – National Dislocated Worker Grant (NDWG) funds of no more than two hundred fifty-one thousand, eight hundred eleven dollars and zero cents (\$251,811.00). The National Disaster Recovery NDWG funds will be used to implement the Missouri Works Together project in the Ozark Region; provide career training for up to thirty (30) eligible individuals; and provide temporary employment for at least two (2) but no more than six (6) eligible individuals as a peer support specialists to aid in the fight against the opioid crises. This NDWG has a performance period of October 1, 2018 through September 30, 2020.

A project Scope of Work will be provided soon.

If you have any questions, please contact the DWG Coordinator, Lisa Marshall, at 573-522-2744 or by email at lisa.marshall@ded.mo.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "M Leathers", written over the printed name.Mardy Leathers
Director

301 West High Street, Suite 870 • P.O. Box 1087 • Jefferson City, MO 65102-1087
(573) 751-3999 • Fax (573) 751-8162

jobs.mo.gov

Missouri Division of Workforce Development is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri Relay Services are available at 711.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
003

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24370	21	28210	416010			251,811.00	Federal Grant Revenue - MO Works Together Opioid
Net Revenue Adjustment						251,811.00	

Expenditures:

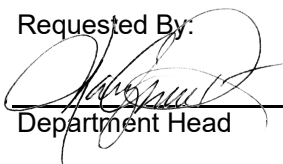
Fund	Dept	Org	Account	P&G	Location	Amount	Description
24370	21	28110	505820			21,404.00	Building rent
24370	21	28210	500110			35,000.00	Base salaries
24370	21	28210	500250			4,458.25	FICA contribution
24370	21	28210	500260			7,179.83	Health contribution
24370	21	28210	500280			611.92	Workers comp contribution
24370	21	28210	501240			500.00	Office supplies
24370	21	28210	505690			1,001.40	Travel
24370	21	28210	502530			56,000.00	Participant wages
24370	21	28210	502540			9,884.00	Participant fringe
24370	21	28210	502340			10,771.60	Participant costs
24370	21	28210	502645			105,000.00	Tuition assistance - ITA
Net Expenditure Adjustment						251,811.00	

Fund Balance Appropriation:

Fund	Title	Amount

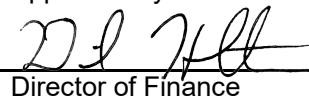
Explanation: To appropriate federal grant revenue to support the Department of Workforce Development MO Works Together Opioid Program.

Requested By:


Department Head

7/10/19
Date

Approved By:


Director of Finance

City Manager

7/10/19
Date

Authorization:

Council Bill No. 2019-160
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 3
Filed: 07-09-19

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019 - 161

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Springfield City Code Chapter 106 – ‘Traffic and Vehicles,’ Article I. – ‘In
2 General,’ Section 106-35. – ‘Wrecked, discarded or inoperable vehicles,’
3 to re-define “Inoperable vehicle” in order to simplify enforcement.
4
5

6 WHEREAS, City Code Section 106-35. – ‘Wrecked, discarded or inoperable
7 vehicles,’ requires inspectors to identify current inspection certificates on vehicles; and
8

9 WHEREAS, said section requires inspectors to identify a vehicle’s registration
10 state; and
11

12 WHEREAS, inspectors must enter private property to make such identifications;
13 and
14

15 WHEREAS, said incursions onto private property can endanger inspector safety;
16 and
17

18 WHEREAS, the inspection-certificate requirement is redundant because most
19 states, if not all, require license plates; and
20

21 WHEREAS, the lack of a license plate is plainly visible and easier to determine.
22

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

26 NOTE: Language to be added is underlined. Language to be deleted is ~~stricken~~.
27

28 Section 1 – Springfield City Code Chapter 106 – ‘Traffic and Vehicles,’ Article I. –
29 ‘In General,’ Section 106-35. – ‘Wrecked, discarded or inoperable vehicles,’ subsection
30 (a) “Inoperable vehicle” defined,’ is hereby amended as follows:
31

32 Sec. 106-35. - Wrecked, discarded or inoperable vehicles.
33

(a) *"Inoperable vehicle" defined.* For the purposes of this section, an inoperable, nonoperable, or nonoperating motor vehicle is one ~~which is a vehicle~~ normally operated by a motor, ~~which is~~ but which is incapable of traveling under its own power upon the public streets because of mechanical, structural, or other similar failures or defects, or which does not display a valid license. ~~and current inspection certificate, if such are required by the state in which the vehicle is registered in order to operate the vehicle upon public streets.~~ If the vehicle is designed for travel upon public streets, the license and inspection certificate requirements apply for purposes of this section whether or not the vehicle is actually being used solely on private property.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Duke McDonald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2019-161

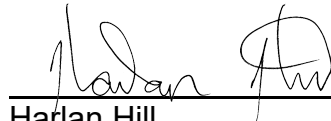
FILED: 07-09-19

ORIGINATING DEPARTMENT: Building Development Services

PURPOSE: Amending Springfield City Code Chapter 106 – ‘Traffic and Vehicles,’ Article I. – ‘In General,’ Section 106-35. – ‘Wrecked, discarded or inoperable vehicles,’ to re-define “Inoperable vehicle” to simplify enforcement.

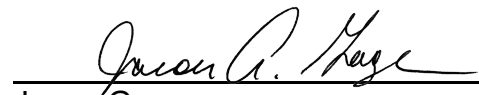
BACKGROUND AND REMARKS: This Ordinance allows code enforcement without requiring City inspectors to go onto private property to look for a current inspection certificate on a vehicle and having to verify what state the vehicle is registered in. This provides a safer environment for inspection staff. The inspection certificate requirement is also redundant since one is required to obtain plates in most states. Whether a license is displayed is plainly visible and easier to determine without going onto private property.

Submitted by:



Harlan Hill,
Director, Building Development Services

Approved by:



Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 18
Filed: 07-09-19

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 162

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Sanitary Sewer Overflow Control
2 Program, Group 4 Public Sewer Rehabilitation – Open Cut Repairs Part 2
3 project; accepting the bid of Rosetta Construction, LLC, for the project;
4 authorizing the City Manager, or his designee, to enter into a contract for
5 said project; and approving a budget adjustment to amend the Fiscal
6 Year 2019-2020 budget of the Department of Environmental Services
7 Clean Water Enterprise Fund in the amount of \$4,275,300.
8 _____
9

10 WHEREAS, the City of Springfield, Missouri ("City"), entered into an Amended
11 Consent Judgment ("ACJ") with the Missouri Department of Natural Resources
12 ("MDNR") on or about May 15, 2012, pursuant to the Clean Water Act ("CWA"), and
13 pursuant to the ACJ, the City is implementing a City-wide Overflow Control Plan
14 ("OCP") to address the City's aging sewer infrastructure and reduce sanitary sewer
15 overflows ("SSOs"); and
16

17 WHEREAS, the OCP includes an extended public sewer rehabilitation program
18 (hereinafter known as "Group" projects) to reduce SSOs, and the City has implemented
19 Groups 1, 2, and 3 of the public sewer rehabilitation, as well as Part 1 of Group 4 Public
20 Sewer Rehabilitation; and
21

22 WHEREAS, Group 4 Public Sewer Rehabilitation will require several contracts
23 for different types of public sewer rehabilitation, and the next phase of the work to be
24 performed is the Group 4 Public Sewer Rehabilitation – Open Cut Repairs Part 2
25 ("Project"); and
26

27 WHEREAS, Rosetta Construction, LLC, is the lowest responsive and responsible
28 bidder for the Project; and
29

30 WHEREAS, bids for the Project were solicited by advertisement in *The Daily*
31 *Events* from May 28, 2019, through May 30, 2019, and all bids were opened on June
32 18, 2019; and
33

34 WHEREAS, an amendment to the budget of the Department of Environmental
35 Services, for Fiscal Year 2019-2020, from the Clean Water Enterprise Fund has been
36 approved and recommended by the City Manager and by the Director of Environmental
37 Services.

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

41
42 Section 1 – City Council hereby approves the plans and specifications for the
43 Sanitary Sewer Overflow Control Program, Group 4 Public Sewer Rehabilitation – Open
44 Cut Repairs Part 2 Project, a copy of which is on file with the City Clerk. A location map
45 for the Project is attached hereto and incorporated herein by this reference as “Exhibit
46 A”.

47
48 Section 2 – The City Manager, or his designee, is authorized on behalf of the City
49 of Springfield, Missouri, to accept the low bid of Rosetta Construction, LLC, in the
50 amount of \$4,275,300, for the Project at the price and sum set forth in said bid, except
51 as said sum may be lawfully increased or decreased by the actual quantities of work
52 units involved, and is hereby authorized to enter into an agreement with said bidder,
53 substantially similar to that document attached hereto and incorporated herein by this
54 reference as “Exhibit B”, for such work in accordance with the terms of the bid, the
55 plans, and the specifications.

56
57 Section 3 – All workers performing work under the contract attached hereto as
58 “Exhibit B”, shall be paid a wage of no less than the prevailing hourly rate of wages for
59 work of a similar character in this locality or the public works contracting minimum wage,
60 whichever is applicable. Contractor shall fully comply with the provisions and
61 requirements of the Missouri Prevailing Wage Law. Contractors and any subcontractor
62 performing work under the contract for this project must provide a 10-hour OSHA
63 construction safety training program, or similar program approved by the Department of
64 Labor, for on-site employees, unless employees demonstrate they previously completed
65 the program.

66
67 Section 4 – The budget of the Department of Environmental Services for the
68 Fiscal Year 2019-2020, is hereby amended in the accounts and amounts as shown on
69 Budget Adjustment No. 004, a copy of which is attached hereto and incorporated herein
70 by reference as “Exhibit C”.

71
72 Section 5 – City Council hereby finds that the budget adjustment described
73 herein has been recommended by the City Manager.

74
75 Section 6 – The City Manager is directed to cause the appropriate accounting
76 entries to be made in the books and records of the City.

77
78 Section 7 – This Ordinance shall be in full force and effect from and after
79 passage.

80 Passed at meeting: _____

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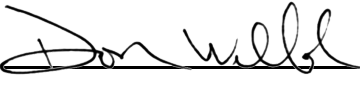
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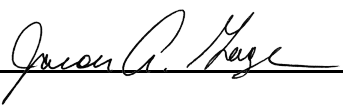
94

95

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

Mayor

EXPLANATION TO COUNCIL BILL 2019-162

FILED: 07-09-19

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: Approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 4 Public Sewer Rehabilitation – Open Cut Repairs Part 2 project; accepting the bid of Rosetta Construction, LLC, for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment to amend the Fiscal Year 2019-2020 budget of the Department of Environmental Services Clean Water Enterprise Fund in the amount of \$4,275,300.00.

BACKGROUND:

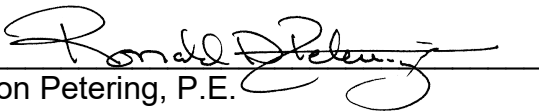
1. Special Ordinance No. 26047 passed by City Council on May 7, 2012, authorized the City to enter into an Amended Consent Judgement (“ACJ”) with the Missouri Department of Natural Resources (“MDNR”) to address issues concerning the Clean Water Act (CWA). This ACJ was approved by the Greene County Circuit Court on May 15, 2012.
2. A requirement of the ACJ was to submit for MDNR approval, a long term, Overflow Control Plan (“OCP”) designed to address the City’s aging sewer infrastructure and reduce sanitary sewer overflows (“SSOs”). The City’s proposed OCP was approved by MDNR on or about May 1, 2015.
3. As required by the ACJ and approved by the OCP, the Group 4 Sewer Rehabilitation project continues rehabilitation work on the collection system that was originally done under the Early Action Program (“EAP”). This work involves rehabilitation of several older sewer basins containing vitrified clay pipe that have an identified history of large inflow and infiltration problems which allows the City to reduce the amount of flow caused by inflow and infiltration, thereby creating more capacity in the existing system. By rehabilitating the sewer system, the City can reduce the substantially higher cost of increasing capacity in the collection system and at the treatment plants.
4. Plans, specifications, and a cost estimate have been prepared by the Department of Environmental Services and are on file in the Director’s office.
5. The project was advertised in *The Daily Events* on May 28, 2019, through May 30, 2019.
6. Bids were opened in the Busch Building, Conference Room 106, on June 18, 2019, at 10:00 a.m. The following bids were received:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Rosetta Construction, LLC	\$4,275,300.00
Hamilton and Dad, Inc.	\$5,016,880.00
Engineer's Estimate	\$5,515,170.00

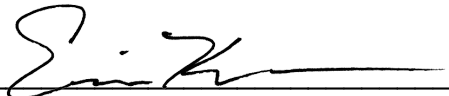
7. An evaluation of the bids was performed in accordance with the bid documents to determine the lowest, qualified, responsive bidder. This evaluation considered compliance with the specifications, contractor responsibility, qualifications, financial ability, proposed subcontractors, suppliers, and other individuals or entities to perform and furnish the work in accordance with the contract documents. The low bid was compared with the Engineer's Estimate and it was determined that the bid amounts submitted were appropriate.
8. Based on the above determination, it is recommended that the City enter into a contract with Rosetta Construction, LLC for \$4,275,300.00.
9. This project will be funded by the reserves of the Department of Environmental Services Clean Water Enterprise Fund and are being budgeted by this council bill.
10. This Ordinance supports the following 2019 City Council Priorities:
 - Promote Public Safety
 - Promote Economic Vitality

REMARKS: Environmental Services recommends passage of this Council bill and budget adjustment.

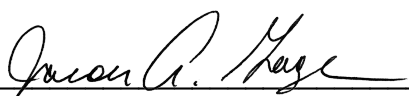
Submitted by:


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

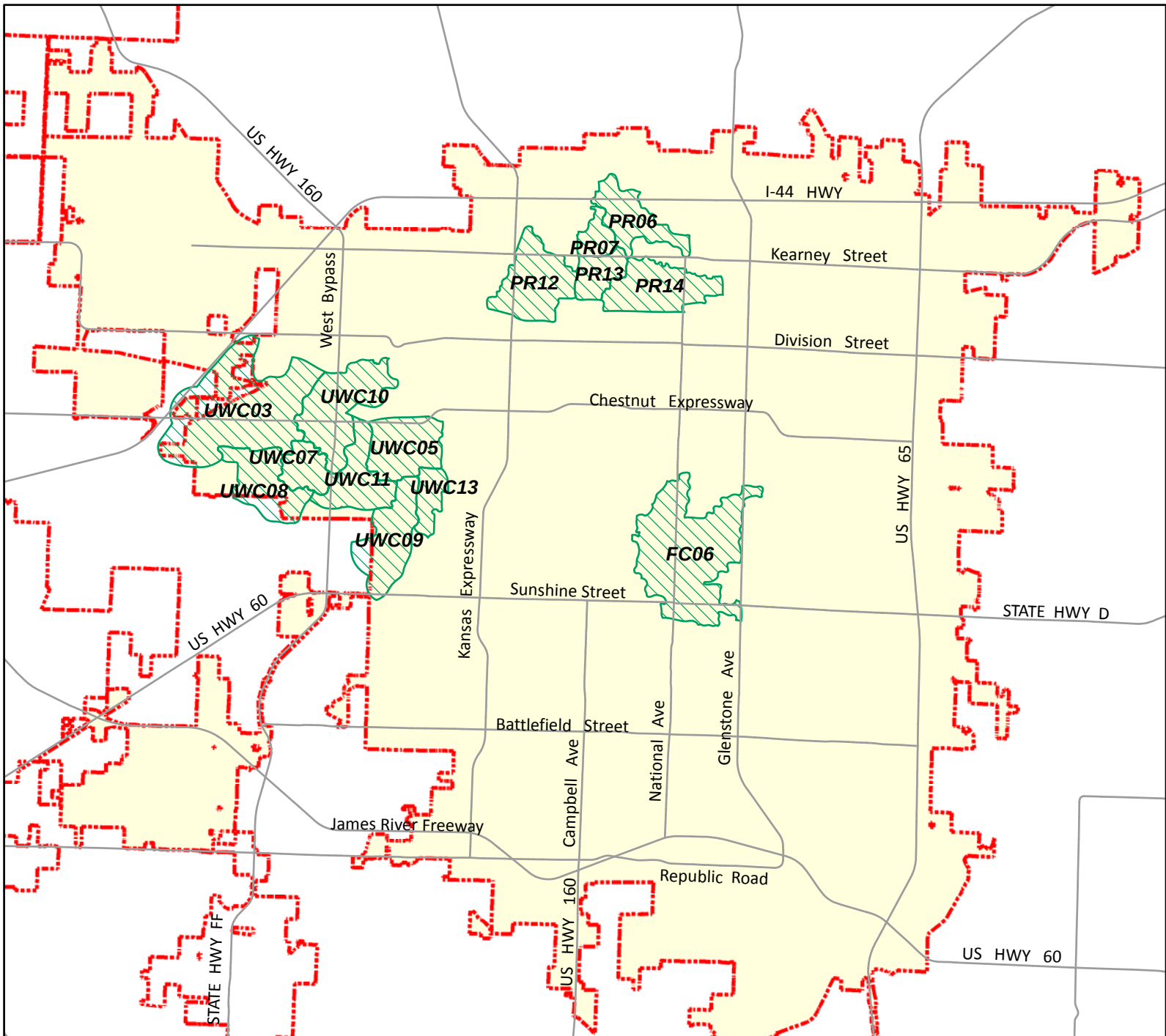
Recommended by:


 Errin Kemper, P.E.
 Director of Environmental Services

Approved by:


 Jason Gage
 City Manager

SPRINGFIELD, MISSOURI
SANITARY SEWER OVERFLOW CONTROL PROGRAM
GROUP 4 PUBLIC SEWER REHABILITATION -
Open Cut Repairs



Legend

- Major Streets/Highways
- Sanitary Sewer Subbasins with Group 4 Rehab
- City Limit Boundaries
- City of Springfield Area

Sanitary Sewer Subbasin Labels

- FC06 - Fassnight Creek Sub-basin 6
- PR06 - Pea Ridge Sub-basin 6
- PR07 - Pea Ridge Sub-basin 7
- PR12 - Pea Ridge Sub-basin 12
- PR13 - Pea Ridge Sub-basin 13
- PR14 - Pea Ridge Sub-basin 14

- UWC03 - Upper Wilson Creek Sub-basin 3
- UWC05 - Upper Wilson Creek Sub-basin 5
- UWC07 - Upper Wilson Creek Sub-basin 7
- UWC08 - Upper Wilson Creek Sub-basin 8
- UWC09 - Upper Wilson Creek Sub-basin 9
- UWC10 - Upper Wilson Creek Sub-basin 10
- UWC11 - Upper Wilson Creek Sub-basin 11
- UWC13 - Upper Wilson Creek Sub-basin 13

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:	
<u>CITY</u>		<u>CONTRACTOR</u>	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. Box 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1928 FAX: (417) 864-1918 ATTN: C. MIKE DeLONG, P.E. DEPT.: ENVIRONMENTAL SERVICES		NAME: ROSETTA CONSTRUCTION, LLC ADDRESS: PO Box 14024 SPRINGFIELD, MO 65814 PHONE: (417) 886-2094 ATTN: VICTOR ROSETTA	

AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2019, is by and between City of Springfield, Missouri (herein called Owner) and Rosetta Construction, LLC (herein called Contractor).

WHEREAS, the City of Springfield, Missouri entered into an Amended Consent Judgment (ACJ) with the Missouri Department of Natural Resources (MDNR) on or about May 12, 2012, pursuant to the Clean Water Act (CWA); and

WHEREAS, pursuant to the ACJ, the City is implementing a City wide Overflow Control Plan (OCP) to reduce sanitary sewer overflows (SSOs); and

WHEREAS, the OCP includes both a public sewer rehabilitation program (known as 'Group' projects) and a private sewer rehabilitation program (known as 'Phase' projects) to reduce SSOs; and

WHEREAS, the City has implemented Groups 1 through 3 of the public sewer rehabilitation and is ready for Group 4 Public Sewer Rehabilitation; and

WHEREAS, Group 4 Public Sewer Rehabilitation will require several agreements to contract for different types of public rehabilitation, including but not limited to, agreements for 1) cleaning, CCTV and CIPP; 2) open-cut repair and/or rehabilitation of defects found in sewer mains and lateral connections; 3) trenchless repair and/or rehabilitation of defects found in lateral connections; 4) manhole rehabilitation; 5) grouting sewer main joints, manholes and lateral connections; and 6) pipe bursting.

NOW THEREFORE, the Owner and Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 – WORK.

The Work to be performed pursuant to this Agreement is **Group 4 Public Sewer Rehabilitation Project – Open Cut Repairs PART 2** (hereinafter 'Group 4' or 'Group 4 Public Rehab' or 'Agreement') with the proposed initial batch of work included in the bid documents. Batch Order No. 1 will be issued with the notice to proceed, after the Agreement is fully executed. All subsequent work areas will be grouped by the Owner into batches of work based on common location. The batches will be issued to the Contractor, as needed and subject to annual appropriations, as work progresses in Group 4. The batches include generally Vitrified Clay Pipe (VCP) and Reinforced Concrete Pipe (RCP). The proposed main sewer schedule for the Proposed Batch Order No. 1 is attached hereto as Exhibit A. Work location maps will be provided with each issued batch of work.

The work to be performed pursuant to this agreement will include:

- a) Open excavation of main line point repairs on sanitary sewer main ranging from 8-inch to 36-inch diameter and ranging in depth from 4 feet to greater than 20 feet deep. The majority of the main line point repairs will occur on mains of 8 inches to 12 inches in diameter.
- b) Open excavation of lateral connection repairs on sanitary sewer main ranging from 8-inch to 36-inch diameter and ranging in depth from 4 feet to greater than 20 feet deep. The majority of the lateral connection repairs will occur on mains of 8 inches to 12 inches in diameter.
- c) Open excavation to construct new 4-ft (ID) manholes or replace existing manholes on existing mains ranging from 8-inch to 36-inch diameter and ranging in depth from 4 feet to greater than 20 feet deep. The majority of manhole locations will occur on mains of 8 inches to 12 inches in diameter.

ARTICLE 2 – Intentionally left blank

ARTICLE 3 - CONTRACT TIMES, LIQUIDATED DAMAGES, DELAYS AND DAMAGES, DELAY COMPENSATION.

3.01. Time is of the Essence.

A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02. Contract Times.

A. The Contract Times shall be as indicated in the Contractor's Bid Form. The work shall be substantially completed, subject to annual appropriation, on or before the date indicated in the Contractor's Bid, and completed and ready for final payment in accordance with Paragraph 14.07.B of the Standard General Conditions on or before the date indicated in the Contractor's Bid.

3.03. Liquidated Damages.

A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Standard General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the following amounts for each day that expires after the times specified in Paragraph 3.02 for Substantial Completion until the Work is substantially completed. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, Contractor shall pay Owner the following amounts for each day that expires after the times specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment. The following Liquidated Damages shall apply to the Base Bid Work and all Additive Alternatives selected by the Owner.

<u>Item</u>	<u>Liquidated Damages, Per day</u>
Substantial Completion of the Work	\$3,000
Completion of all Work	\$500

B. The liquidated damages set forth herein shall not be cumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.

C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

3.04. Delays and Damages.

A. In the event Contractor is delayed in the prosecution and completion of the Work because of any delays caused by Owner or Engineer and, except as set forth in Paragraph 4.01 of the Standard General Conditions, Contractor shall have no claim against Owner or Engineer for damages or contract adjustment other than an extension of the Contract Times and the waiving of liquidated damages during the period occasioned by the delay.

B. Delay compensation will not be paid for delays due to weather conditions, strikes, shortages of materials, acts of God, acts or neglect by utility owners or other contractors, or other reasons that are not within Owner's control.

ARTICLE 4 – CONTRACT PRICE.

4.01. Owner shall pay Contractor in current funds, for completion of the Work designated in Article 1 in accordance with the Contract Documents, as found in Article 8 of this contract, an amount equal to the established unit price for each separately identified item of Unit Work times the estimated quantity of that item as indicated in the Contractor's Bid, for the total amount, not to exceed; **Four Million Two Hundred Seventy-Five Thousand Three Hundred dollars (\$4,275,300.00).**

As provided in Paragraph 11.03 of the Standard General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in paragraph 9.07 of the Standard General Conditions. Unit prices have been computed as provided in Paragraph 9.07 of the Standard General Conditions.

ARTICLE 5 – PAYMENT PROCEDURES.

5.01. Submittal and Processing of Payments.

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Standard General Conditions. Applications for Payment will be processed by Engineer as provided in the Standard General Conditions.

5.02. Progress Payments; Retainage.

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 10th day of each month during performance of the Work. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values established in Paragraph 2.07.A of the Standard General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values or cost loaded Progress Schedule, as provided in Division 1, General Requirements.

B. Prior to Substantial Completion, Owner will retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:

1. Retention of five (5) percent of payments authorized until the Work completed.
2. If the City or the Engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.
3. Retainage will be five (5) percent of the value of materials and equipment that are not incorporated in the Work but are delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 14.02.A.1 of the Standard General Conditions. Stored materials and equipment retainage will be released when the materials and equipment are incorporated in the Work.

C. Upon Substantial Completion, Owner may release a portion of the retainage to Contractor, retaining at all times an amount sufficient to cover the cost of the Work remaining to be completed.

D. The reduction or termination of additional retainage will not be initiated at any time if the Work is behind schedule; and, subsequent to reducing retainage, the full retainage of payments authorized may be reinstated any time the Work falls behind schedule.

5.03. Final Payment.

A. Upon completion and acceptance of the Work in accordance with Paragraph 14.07.A of the Standard General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 14.07.B.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS.

6.01. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including insurance requirements.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the Standard General Conditions and reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the Standard General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including application of the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Drawings, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - Intentionally left blank

ARTICLE 8 – CONTRACT DOCUMENTS.

A. The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

1. This Agreement.
2. Performance and Payment Bonds.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications.
6. Owner's Bidding Forms, Contracting Forms, and Conditions of the Contract listed in the Table of Contents.
7. GIS drawings/maps consisting of 8 ½ x 11 sheets from Owner's Geographical Information System Database with each sheet bearing the following general title:
GROUP 4 – Open Cut Repair PART 2
8. Addenda ____ through ____.
9. Exhibits to this Agreement, enumerated as follows:
 - a. Contractor's Bid.
 - b. Notice to Proceed.
 - c. Statement of Bidder's Qualifications
10. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.

B. Intentionally left blank

C. The Contract Documents may be amended, modified, or supplemented only as provided in Paragraph 3.04 of the Standard General Conditions.

ARTICLE 9 – MISCELLANEOUS.

9.01. Terms.

A. Terms used in this Agreement will have the meanings indicated in the Standard General Conditions and Supplementary Conditions.

9.02. Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03. Successors and Assigns.

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04. Severability.

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05. Business Addresses.

A. The business address of Contractor given herein and the address of Contractor's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communication to Contractor will be mailed or delivered. The address of Owner appearing herein is hereby designated as the place to which all notices, letters, and other communication to Owner shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to Engineer and to the other party.

9.06 Conflict of Interest.

A. 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 R.S.Mo. Section 105.450 et seq. shall not be violated.

9.07 Prevailing Wages.

A. 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 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 Owner 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. **Contractor shall indemnify and hold the Owner harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Agreement or any subcontract, including payment of reasonable attorney's 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.**

9.08 Occupational License.

A. 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 the occupational license has been obtained and that the Contractor is current on any City taxes is verified.

9.09 Employment of Unauthorized Aliens (E-Verify).

A. Pursuant to Section 285.530, RSMo., Contractor and its subcontractors, shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by "E-Verify", its enrollment and participation in a federal work authorized program with respect to the employees working in connection with contracted services. Further, Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such a contractor or subcontractor contracts with its direct subcontractor with its direct subcontractor who violates subsection 1 of section 285.520, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

9.10 Assignment.

A. 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.

9.11 Nondiscrimination.

A. 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.

- 1. 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.**
- 2. 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.**

9.12 Nonresident/Foreign Contractors.

A. The Contractor shall procure and maintain during the life of this contract:

1. 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 R.S.Mo.
2. 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.

9.13 Safety Training.

A. 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. 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.

9.14 Affidavit for Contracts Over \$5,000.00.

A. 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.

9.15 Compliance with Laws.

A. 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.

9.16 Entire Agreement.

A. 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.

9.17 Jurisdiction.

A. 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.

9.18 General Independent Contractor Clause.

A. 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 Worker's 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Surety, and Engineer.

REVIEWED BY:

Assistant Director of Environmental Services or Acting Assistant

RECOMMENDED BY:

Director of Environmental Services 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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
004

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Net Revenue Adjustment						-	

Expenditures:

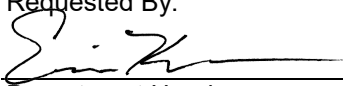
Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	102515	00000	4,275,300	Sanitary Sewer Overflow Control Program Group 4 Rehabilitation - Open Cut Repairs Project Part #2
Net Expenditure Adjustment						4,275,300	

Fund Balance Appropriation:

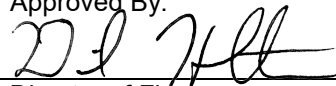
Fund		Title	Amount
53020	08	Clean Water Improvement Fund	(4,275,300)

Explanation: To amend FY2019-2020 by appropriating reserves of the Clean Water Fund for funding the Sanitary Sewer Overflow Control Program Group 4 Rehabilitation - Open Cut Repairs Project Part #2.

Requested By:

 7/10/19
Department Head Date

Approved By:

 7/10/19
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2019-162
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed 07-09-19

Sponsored by Schilling

First Reading _____

Second Reading _____

COUNCIL BILL 2019- 163

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 4177 South Broadway Avenue to David
2 Styles for \$800.00; and authorizing the issuance of a deed for same.
3
4

5 WHEREAS, the City acquired the real estate at 4177 South Broadway Avenue
6 (the "Property") as part of the completed Republic Road Street Improvement Project;
7 and
8

9 WHEREAS, total acquisition costs, including legal costs, demolition costs, etc.,
10 were \$100,500.00; and
11

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

15 WHEREAS, there is a no-build restriction due to substantial right-of-way retention
16 on the property and it must be combined with an adjacent lot; and
17

18 WHEREAS, David Styles has offered to buy the Property for \$800.00, an offer
19 the City Manager considers acceptable; and
20

21 WHEREAS, disposition of real property calls for City Council approval; and
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 at 4177 South
30 Broadway Avenue and depicted on "Exhibit A," which is attached hereto and
31 incorporated herein by this reference, to David Styles for \$800.00.
32

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

37
38 Section 3 – This Ordinance shall be in full force and effect from and after
39 passage.

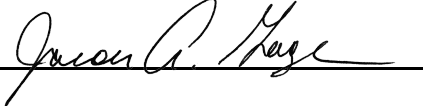
40
41 Passed at meeting: _____

42
43 _____
44 Mayor
45

46 Attest: _____, City Clerk
47

48 Filed as Ordinance: _____
49

50
51 Approved as to form: , Assistant City Attorney
52

53
54 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019 -163

FILED: 07-09-19

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the sale of real property generally located at 4177 South Broadway Avenue to David Styles for \$800.00; and authorizing the issuance of a deed for same.

BACKGROUND INFORMATION: The City acquired the property at 4177 South Broadway Avenue (the "Property") as part of the now completed Republic Road Street Improvement Project. Total acquisition costs, including legal costs, were \$100,500.00. There is a no-build restriction due to lot size from the substantial right-of-way retention on the property and it must be combined with an adjacent lot. 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.

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

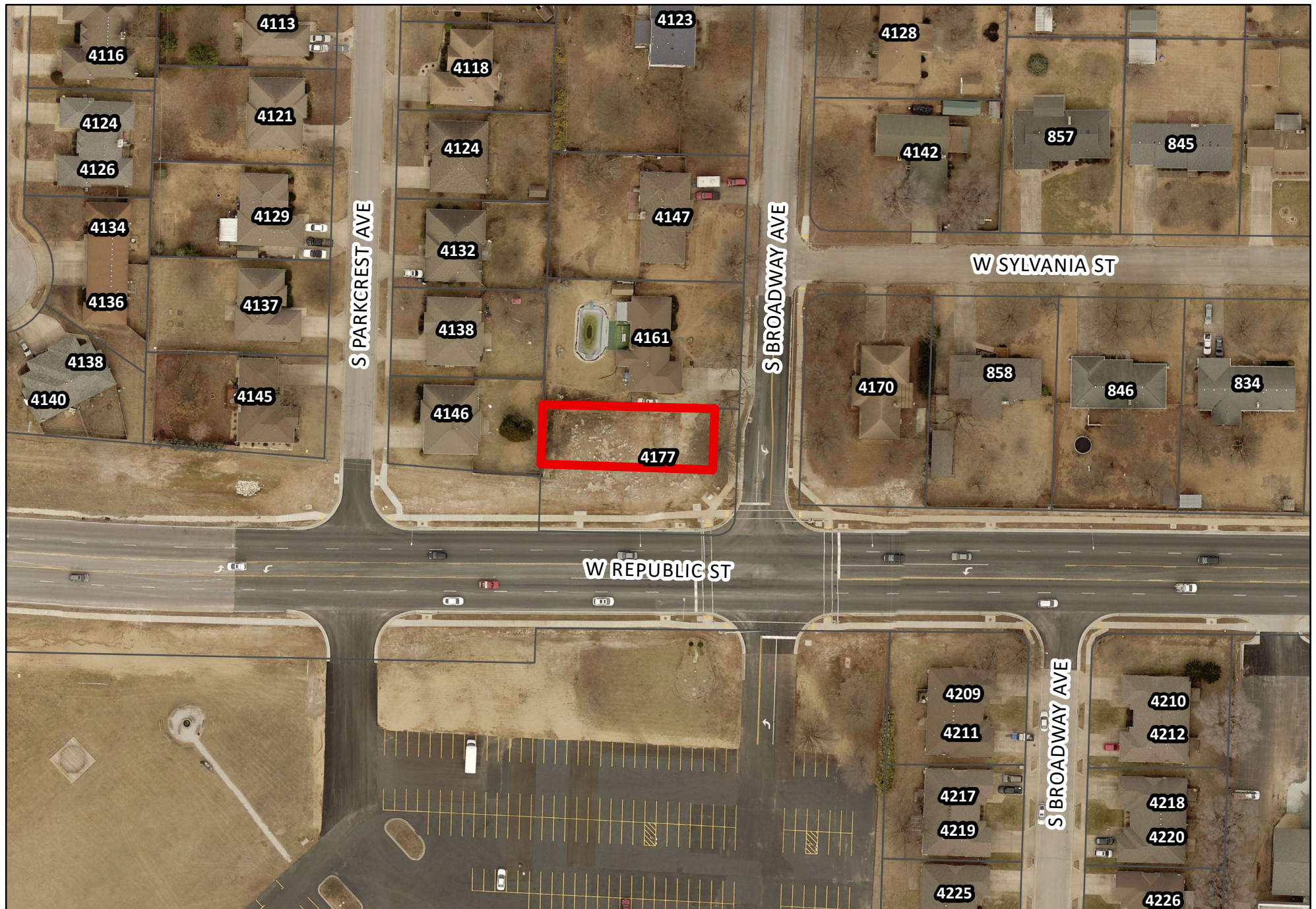


Exhibit B

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2019, by and between the City of Springfield, Missouri, Grantor, and David Styles, Grantee, at 4161 South Broadway, Springfield, Missouri 65807.

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:

Beginning at the Northwest corner of the Lot 27 of Block L, Park Crest Village, a subdivision in the City of Springfield, Greene County, Missouri; Thence along the West line of said Lot 27,

S01°43'30"W a distance of 47.01 feet; Thence leaving said West line, S88°26'59"E a distance of 135.60 feet; Thence N02°24'48"E a distance of 49.02 feet to the North line of said Lot 27;

Thence along the said North line, N89°17'41"W a distance of 136.21 feet to the point of beginning. Containing an area of 6524.5 Square Feet (0.15 Acres).

Bearings used in this description are based on the Missouri Coordinate System of 1983, Central Zone.

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: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-09-19

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019 - 164

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Park Board's Fiscal Year 2018-2019 operating budget by increasing
2 both revenue and expenses in the amount of \$450,000 to allocate
3 \$300,000 of revenue and associated offsetting expense items from Parks
4 2001 and 2006 Sales Tax Funds and \$150,000 of transfers from other
5 funds, respectively.
6 _____
7

8 WHEREAS, during a fiscal year, various events occur resulting in revenue and
9 expenses which were not anticipated at the time the budget was developed; and
10

11 WHEREAS, for efficiency purposes these adjustments to the budget are typically
12 handled toward the end of the fiscal year or shortly thereafter; and
13

14 WHEREAS, the Fiscal Year 2018-2019 operating budget for the Park Board
15 needs to be adjusted for reimbursements and associated offsetting expense items.
16

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

20 Section 1 – The Park Board's Budget for Fiscal Year 2018-2019 is hereby
21 amended in the accounts and in the amounts as shown on Budget Adjustment No.
22 0036, a copy of which is attached hereto and incorporated herein by this reference as
23 “Exhibit A.”
24

25 Section 2 – City Council finds the budget adjustment has been recommended by
26 the Park Board and the City Manager and that the budget adjustment made herein is
27 necessary to reconcile differences between budgeted revenues and expenditures and
28 actual revenues and expenditures.
29

30 Section 3 – City Council hereby directs the City Manager to cause the
31 appropriate accounting entries to be made in the books and records of the City.

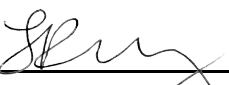
Section 4 – This Ordinance shall be in full force and effect from and after passage.

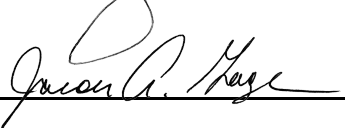
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-164

FILED: 07-09-19

ORIGINATING DEPARTMENT: Parks

PURPOSE: Amending the Park Board's Fiscal Year 2018-2019 operating budget by increasing both revenue and expenses in the amount of \$450,000 to allocate \$300,000 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales Tax Funds and \$150,000 of transfers from other funds, respectively.

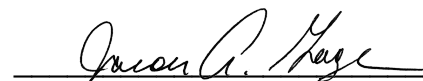
BACKGROUND INFORMATION: During the fiscal year, actual revenues and expenditures can vary somewhat from the operating budget estimates developed prior to the start of the fiscal year. As a result, a budget adjustment is typically submitted to City Council to recognize these differences and adjust the Parks Budget at the close of each fiscal year. During Fiscal Year 2018-2019, the sales tax revenues generated from the 2001 and 2006 Parks Sales Tax Funds will exceed the amount budgeted by Parks by approximately \$300,000 (rounded estimate). This additional revenue will be used to offset expense items from the 2001 and 2006 Park Sales Tax Budgets, as set out in Budget Adjustment No. 0036. The estimated \$300,000 in increased sales tax revenues is a conservative but realistic estimate, as Parks wants to fully ensure that there are enough funds appropriated within the Parks Budget to cover all expenditures from the Fiscal Year 2018-2019 Budget Year. Based upon the additional sales tax revenues generated, Parks' staff feel confident that there is ample Park Sales Tax growth to allow for this additional allocation. Additionally, funds are requested to be appropriated for the transfer of \$150,000 from the Parks 2001 Sales Tax Fund to the Golf Fund for the second-year payment of the Rivercut Bridge loan for Fiscal Year 2018-2019.

Submitted by:

Approved by:



Bob Belote, Director of Parks



Jason A. Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
0036

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20120	16	80020	401510	000000	00000	150,000	Parks 2001 Sales Tax Revenue
20130	16	80030	401510	000000	00000	150,000	Parks 2006 Sales Tax Revenue
57010	16	25010	417010	000000	10355	150,000	Transfer From Other Funds
Net Revenue Adjustment						450,000	

Expenditures:

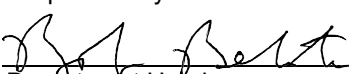
Fund	Dept	Org	Account	P&G	Location	Amount	Description
20120	16	80010	509910	000000	00000	150,000	Transfer to Other Funds
57010	16	25010	500130	000000	10170	10,000	Temporary Wages
57010	16	25010	500130	000000	10410	10,000	Temporary Wages
57010	16	25010	500130	000000	10355	15,000	Temporary Wages
57010	16	25010	501260	000000	10170	15,000	Operating Supplies
57010	16	25010	504580	000000	10355	15,000	Food Supplies
57010	16	25010	502080	000000	10355	10,000	Bank Charges
57010	16	25010	505550	000000	10410	25,000	Inventory Purchases
57010	16	25010	502740	000000	10409	10,000	Motor Vehicle Repairs
57010	16	25010	501190	000000	10354	10,000	Tools and Equipment
57010	16	25010	501280	000000	10410	10,000	Machinery Rental
57010	16	25010	501190	000000	10354	10,000	Tools and Equipment
57010	16	25010	502740	000000	10354	10,000	Motor Vehicle Repairs
20130	16	80520	501130	000000	00000	10,000	Chemicals and Drug Lab Supplies
20130	16	80530	501260	000000	00000	20,000	Operating Supplies
20130	16	82560	501260	000000	00000	10,000	Operating Supplies
20130	16	82550	505510	000000	10092	10,000	Electricity
20130	16	82550	504630	000000	10092	10,000	Contractual Services
20130	16	82550	502080	000000	10092	10,000	Bank Charges
20130	16	87510	501260	000000	00000	40,000	Operating Supplies
20130	16	87510	501110	000000	00000	15,000	Building Materials
20130	16	87510	505560	000000	00000	10,000	Water
20130	16	87510	505830	000000	00000	10,000	Machinery Rental
20130	16	80520	504580	000000	00000	5,000	Chemicals and Drug Lab Supplies
Net Expenditure Adjustment						450,000	

Fund Balance Appropriation:

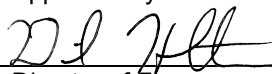
Fund	Title	Amount

Explanation: To appropriate Parks 2001 and 2006 Sales Tax revenue received in excess of budget for the fiscal year ending June 30, 2019 and to appropriate a transfer from Park Operating Funds to the Golf Fund.

Requested By:


Department Head 7/10/19 Date

Approved By:


Director of Finance 7/10/19 Date

Authorization:

Council Bill No. 2019-164
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-09-19

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 165

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2018-2019 operating budget by increasing both revenue
2 and expenses in the amount of \$132,904 in various Special Revenue and
3 Capital Project Funds, for the purpose of accounting for certain
4 reimbursements and associated offsetting expenses.
5 _____
6

7 WHEREAS, during a fiscal year, various events occur resulting in revenue and
8 expenses which were not anticipated at the time the budget was developed; and
9

10 WHEREAS, for efficiency purposes these adjustments to the budget are typically
11 handled toward the end of the fiscal year or shortly thereafter; and
12

13 WHEREAS, the Fiscal Year 2018-2019 operating budget for various Special
14 Revenue and Capital Project Funds needs to be adjusted for reimbursements and
15 associated offsetting expense items.
16

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

20 Section 1 – The budget of the City for Fiscal Year 2018-2019 is hereby amended
21 in the accounts and in the amounts as shown on Budget Adjustment No. 0038, a copy
22 of which is attached hereto and incorporated herein by this reference as “Exhibit A.”
23

24 Section 2 – City Council finds the budget adjustment has been recommended by
25 the City Manager and that the budget adjustment made herein is necessary to reconcile
26 differences between budgeted revenues and expenditures and actual revenues and
27 expenditures.
28

29 Section 3 – City Council hereby directs the City Manager to cause the
30 appropriate accounting entries to be made in the books and records of the City.
31

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

34 Passed at meeting: _____

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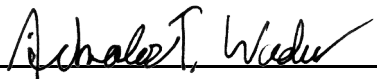
47

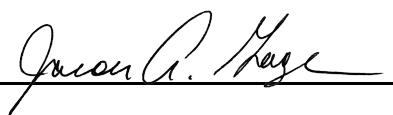
48

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019-165

FILED: 07-09-19

ORIGINATING DEPARTMENT: Finance

PURPOSE: Amending the City's Fiscal Year 2018-2019 operating budget by increasing both revenue and expenses in the amount of \$132,904 in various Special Revenue and Capital Project Funds.

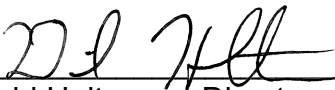
BACKGROUND INFORMATION: During the fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements from other agencies. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2018-2019 ended on June 30, 2019, the books remain open for year-end entries.

The Fiscal Year 2018-2019 year-end budget adjustment includes \$121,150 which was paid out of the fire escrow funds held by the City. Often, an insurance company will issue checks for reimbursement of fire damage to both the City and the property owner. The City holds the funds in escrow until the property damage is cleaned up and the property meets the requirements of City code. This budget adjustment also includes: an appropriation of \$5,000 of additional community room rentals received for repair and maintenance supplies for the upkeep of the various Fire community rooms; and \$4,073 in increased revenues from Drury for the Police substation contract. Additionally, insurance reimbursements for Public Works capital project funds totaled \$2,681.

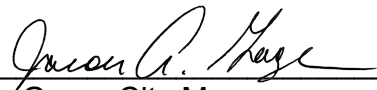
Within the Level Property Tax Fund, additional funds were needed for the Mill Building infill project which was provided by salary savings with the Police Level Property Tax line item.

REMARKS: The purpose of this budget adjustment is to adjust the Fiscal Year 2018-2019 budget for reimbursements and associated offsetting expense items. This budget adjustment includes special revenue and capital project funds. These funds are designated for a specific purpose and must be used only for this purpose.

Recommended by:


David Holtmann, Director of Finance

Approved by:


Jason R. Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
0038

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	414080	000000	00000	121,150	BDS-Fire Escrow Fund payouts
22610	10	15010	407010	000000	00000	5,000	Fire-Additional community room rental revenue
25030	18	90190	414110	000000	00000	4,073	Police - Increased revenue from Drury contract
41090	20	73020	414110	102305	00000	2,681	Public Works - Insurance Reimbursement
Net Revenue Adjustment						132,904	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	502210	000000	00000	121,150	BDS-Fire Escrow Fund payouts
22610	10	15010	501260	000000	00000	5,000	Fire-Maintenance supplies for community rooms
25030	18	90190	500110	000000	00000	4,073	Police - Salaries for Drury substation
41090	20	73020	509110	102305	00000	2,681	Public Works - Insurance Reimbursement
25100	18	97510	500110	000000	00000	(63,700)	Level Property Tax - Police Salaries
25100	20	73020	509110	102577	00000	63,700	Level Property Tax - Mill Building Infill project
Net Expenditure Adjustment						132,904	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: Fiscal year 2018-2019 year end budget adjustment.

Requested By:

D.J. Hill 7/10/19
Department Head Date

Approved By:

D.J. Hill 7/10/19
Director of Finance Date

Authorization:

Council Bill No. 2019-165
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-09-19

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 166

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2018-2019 operating budget in the General Fund by
2 increasing both revenue and expenses in the amount of \$80,876 for the
3 purpose of adjusting for certain reimbursements and associated offsetting
4 expenses as well as adjusting the salary budget for retirement payouts.
5 _____
6

7 WHEREAS, during a fiscal year, various events occur resulting in revenue and
8 expenses which were not anticipated at the time the budget was developed; and
9

10 WHEREAS, for efficiency purposes these adjustments to the budget are typically
11 handled toward the end of the fiscal year or shortly thereafter; and
12

13 WHEREAS, the Fiscal Year 2018-2019 operating budget for the General Fund
14 needs to be adjusted for reimbursements and associated offsetting expense items as
15 well as adjust the salary budget for retirement payouts.
16

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

20 Section 1 – The budget of the City for Fiscal Year 2018-2019 is hereby amended
21 in the accounts and in the amounts as shown on Budget Adjustment No. 0037, a copy
22 of which is attached hereto and incorporated herein by this reference as “Exhibit A.”
23

24 Section 2 – City Council finds the budget adjustment has been recommended by
25 the City Manager and that the budget adjustment made herein is necessary to reconcile
26 differences between budgeted revenues and expenditures and actual revenues and
27 expenditures.
28

29 Section 3 – City Council hereby directs the City Manager to cause the
30 appropriate accounting entries to be made in the books and records of the City.
31

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

34 Passed at meeting: _____

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36

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Mayor

38

39 Attest: _____, City Clerk

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42 Filed as Ordinance: _____

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45 Approved as to form: *A. Charles T. Widen*, Assistant City Attorney

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48 Approved for Council action: *Jason C. Hays*, City Manager

EXPLANATION TO COUNCIL BILL 2019-166

FILED: 07-09-19

ORIGINATING DEPARTMENT: Finance

PURPOSE: Amending the City's Fiscal Year 2018-2019 operating budget in the General Fund by increasing both revenue and expenses in the amount of \$80,876.

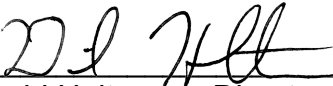
BACKGROUND INFORMATION: During the fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements for various City services. Each revenue adjustment has a corresponding increase in expense. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2018-2019 ended on June 30, 2019, the books remain open for year-end entries.

The Fiscal Year 2018-2019 year-end budget adjustment includes a revenue and expense adjustment of \$80,876 for reimbursements. Reimbursements include: Police restitution, insurance for totaled vehicles, reimbursement from Greene County for Accurant software, and sale of City Gear and Route 66 festival items by the Public Information Office.

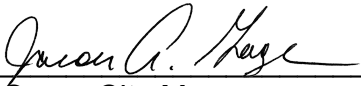
Actual year-end salary expense often varies from budget due to sick leave and vacation payments that are paid at retirement. These payouts are not budgeted. Overall, salary expense in the General Fund did not exceed the budget in Fiscal Year 2018-2019; however, it is necessary to adjust appropriations between departments. Some departments may need additional funds, due to a large number of retirees, while other departments have funds available due to vacancies.

REMARKS: The purpose of this budget adjustment is to adjust the Fiscal Year 2018-2019 budget for reimbursements and associated offsetting expense items as well as adjust the salary budget for retirement payouts. This is separate from and different than a carryover budget adjustment which appropriates available funds in excess of the operating reserve. The information for the carryover budget adjustment is not available until the financial statements for the fiscal year are complete. This generally occurs in November following the close of the fiscal year in June. It is not known at this time if there will be carryover funds from the Fiscal Year 2018-2019 budget.

Recommended by:


David Holtmann, Director of Finance

Approved by:


Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
0037

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	10	15030	414110	000000	00000	26,365	Fire - Insurance Reimbursement
10110	18	92720	403630	000000	00000	2,161	Police - Restitutions
10110	18	90100	414110	000000	00000	26,898	Police - Insurance Reimbursement
10110	18	97510	414110	000000	00000	2,168	Police - Greene Co. reimbursment for Accurint software
10110	19	20010	414110	000000	00000	23,284	PIO - Sale of City Gear and Route 66 festival items
Net Revenue Adjustment						80,876	

Expenditures:

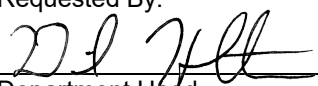
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	10	15030	508120	000000	00000	26,365	Fire - Insurance Reimbursement
10110	18	92720	501340	000000	00000	2,161	Police - Restitutions
10110	18	90100	508120	000000	00000	26,898	Police - Insurance Reimbursement
10110	18	97510	504580	000000	00000	2,168	Police - Greene Co. reimbursment for Accurint software
10110	19	20010	504580	000000	00000	23,284	PIO - Sale of City Gear and Route 66 festival items
10110	10	15020	500110	000000	00000	250,000	Fire - Salaries
10110	13	17010	500110	000000	00000	85,000	Information Systems - Salaries
10110	18	97510	500110	000000	00000	110,000	Police - Salaries
10110	06	13010	500110	000000	00000	(50,000)	City Manager's Office - Salaries
10110	12	16010	500110	000000	00000	(90,000)	Human Resources - Salaries
10110	15	19010	500110	000000	00000	(105,000)	Municipal Court - Salaries
10110	20	71010	500110	000000	00000	(200,000)	Public Works - Salaries
Net Expenditure Adjustment						80,876	

Fund Balance Appropriation:

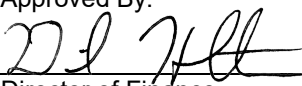
Fund	Title	Amount

Explanation: Fiscal year 2018-2019 year end budget adjustment.

Requested By:

 7/10/19
Department Head Date

Approved By:

 7/10/19
Director of Finance Date

Authorization:

Council Bill No. 2019-166
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 07-09-19

Sponsored by: Fisk

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 167

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an
2 Intergovernmental Agreement with the Board of Governors of
3 Missouri State University, for the purpose of continuing to provide
4 enhanced law enforcement services within and around the Missouri
5 State University campus.
6 _____
7

8 WHEREAS, the need exists to staff a police substation on the campus of
9 Missouri State University ("MSU") on a continuous basis to promote public safety,
10 prevent crime and enhance the quality of life in and around the expanding MSU
11 campus; and
12

13 WHEREAS, the City of Springfield ("City") and MSU have worked together for
14 over 25 years in a partnership to meet that need by locating a substation of the
15 Springfield Police Department ("SPD") on MSU campus; and
16

17 WHEREAS, the City and MSU wish to continue working together to provide a
18 safe community in and around the MSU campus by renewing the Intergovernmental
19 Agreement ("Agreement") for a police substation on the MSU campus; and
20

21 WHEREAS, this Agreement outlines the terms for the continued operation of the
22 SPD substation on the MSU campus.
23

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

27 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
28 an Intergovernmental Agreement with the Board of Governors of Missouri State
29 University to continue providing enhanced law enforcement services, said Agreement to
30 be in substantially similar form and content as that document attached hereto and
31 incorporated herein by reference as "Exhibit 1."
32

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

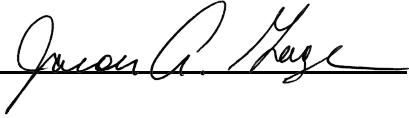
35
36 Passed at meeting: _____

37
38 _____
39 Mayor

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41 Attest: _____, City Clerk

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43 Filed as Ordinance: _____

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46 Approved as to form: , Assistant City Attorney

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49 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019 - 167

FILED: 07-09-19

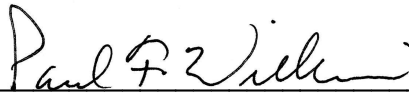
ORIGINATING DEPARTMENT: Police

PURPOSE: Authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

BACKGROUND INFORMATION: For over 25 years the City of Springfield ("City") has partnered with Missouri State University ("MSU") to staff a Springfield Police Department ("SPD") substation on MSU campus to promote public safety, prevent crime and to foster the coordination of services to enhance quality of life in and around the expanding MSU campus. This agreement is an annual renewal of that partnership, designed to meet the evolving needs of the SPD Substation located at MSU and the area it serves.

REMARKS: This renewal increases the amount of available overtime to ensure the MSU substation is sufficiently staffed. It also gives MSU the option to add an additional officer to the February Police Academy for the purpose of increasing permanent staffing at the MSU substation to reduce overtime costs. With the increased overtime, the total contract amount is not anticipated to exceed \$819,850.03.

Submitted by:



Paul Williams, Chief of Police

Approved by:



Jason Gage, City Manager

Exhibit 1

ROUTING	(1) ORIGINATING DEPARTMENT	(2) MISSOURI STATE UNIVERSITY	(3) FINANCE DEPARTMENT
ORDER	(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:	
() NEW CONTRACT		(X) RENEWAL OF CONTRACT No. _____	
CITY		BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE (417) 836-7612 FAX (417) 836-4663 ATTN: SGT. CASEY WILKERSON DEPT: MISSOURI STATE UNIV. POLICE SUBSTATION		BOARD OF GOVERNORS MISSOURI STATE UNIVERSITY 901 SOUTH NATIONAL SPRINGFIELD, MO 65897 PHONE (417) 836-4590 FAX (417) 836-7669 ATTN: PRESIDENT	

**INTERGOVERNMENTAL AGREEMENT REGARDING
LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by the parties identified above.

WHEREAS, the City of Springfield, Missouri ("City"), a municipal corporation organized and operating under the Constitution and Laws of the State of Missouri and the Springfield City Charter, and the Board of Governors ("Board") of Missouri State University, a university organized and operating under the Constitution and Laws of the State of Missouri, are mutually desirous of revising, renewing, and extending the period of the preexisting intergovernmental agreement for providing police services within and around the immediate campus area of Missouri State University ("MSU"); and

WHEREAS, the City and the Board are resolved that an agreement providing for enhanced law enforcement services within and around the campus of Missouri State University will be of mutual benefit to the parties to this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREIN STATED, THE CITY AND THE BOARD HEREBY ENTER INTO THE FOLLOWING AGREEMENT REGARDING LAW ENFORCEMENT SERVICES TO BE PROVIDED WITHIN AND AROUND THE CAMPUS OF MISSOURI STATE UNIVERSITY:

A. STAFFING OF THE POLICE SUBSTATION

1. The Board agrees to provide, at its expense, a facility deemed suitable by the City for a police substation, to be located on the MSU campus as defined in Section B.1. of this agreement.

2. The City agrees to staff the police substation located on the MSU campus as promised herein. The Springfield Police Department expressly reserves and retains the right to direct and supervise all police personnel assigned to the police substation at all times this agreement is in effect. If requested, the Board agrees to provide approximately 60 hours per week of clerical assistance for the substation operation. The City will provide personnel and equipment for the purpose of staffing the police substation in accordance with the following schedule:

a. The City agrees to staff the MSU substation with ten (10) full-time police officers. The minimum staffing of the MSU substation shall not fall below eight (8) full-time police officers, unless officers are reassigned pursuant to Section B, Paragraph 5 below. Those ten (10) police officers shall consist of: eight (8) police officers, one (1) police sergeant, and one (1) police corporal. In the event that the staffing is reduced to eight (8) full-time police officers, the officers shall consist of: seven (7) police officers, one (1) police sergeant or acting sergeant. The City agrees to provide 24-hour, 7-days per week police services on the campus. This will be accomplished through the assigned staff and the use of overtime. At the request of MSU, one (1) additional police officer may be added during FY 19-20 to bring the MSU substation to eleven (11) full-time police officers to reduce the overtime cost, provided sufficient notice is given to the Springfield Police Department to allow for the inclusion of the additional position into the recruit academy.

b. The division of costs for the ten (10) police officers provided to MSU under the terms of this agreement shall be that MSU fund 80% and the City fund 20% of the combined total of the salaries of the ten full-time officers assigned to the substation. The term "salaries" as used in this paragraph shall include: the officers' base salary and benefits. Should the parties agree in writing to increase the staffing of the substation to more than ten (10) officers, MSU shall be responsible for the entire salary of any additional officer assigned to the substation. If the staffing shall fall below ten (10) police officers pursuant to Paragraph 5 below for a period in excess of fourteen (14) days, MSU shall only be responsible for 80% of the total salaries of the remaining officers. (See Exhibit B attached hereto and incorporated herein by reference.)

c. Officers of the MSU substation who participate in special safety and enforcement projects agreed to between MSU safety and security staff and the Police MSU Substation Supervisor within and around the campus of MSU will be compensated at the guaranteed rate of time and one-half (money or compensatory time) for the actual time during which the officer is engaged in the performance of the special project. The cost of such compensation shall be reimbursed by the Board. Assignment of officers to such MSU special safety or enforcement projects is at the discretion of the Police MSU Substation Supervisor.

d. FISCAL YEARS SUBSEQUENT TO FY 13-14

(1) The parties may reassess the staffing needs for the police substation on an annual basis, or more frequently if either party deems it necessary to do so.

(2) The parties agree that the staffing levels designated in paragraph A.2.a will be continued for so long as this agreement is in effect, provided the staffing levels are not adjusted or revised in accordance with the terms and conditions of this agreement.

e. The City agrees to require all officers working on the MSU campus to attend MSU's Campus Security Authority training in compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act). In addition, the City agrees to notify MSU of incidents being investigated by the SPD that pose an imminent or impending threat to the campus. The notification will be made in a timely manner that allows MSU to notify the campus community to take protective actions as required in the Clery Act.

3. The City agrees to designate one (1) substation officer to participate in the University's Behavioral Intervention Team (BIT) meeting, occurring weekly at 10:00 a.m. in room 415 of Plaster Student Union, and as may be otherwise modified from time to time. Such dedicated officer shall liaison with the University's BIT at no additional cost to the University and consistent to the University's obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 et seq. ("FERPA").

B. LAW ENFORCEMENT SERVICES TO BE PROVIDED BY THE CITY

1. The parties agree and understand that the primary purpose of the police substation is to bring the police and the campus community together in a unified effort to: (1) enhance public safety, (2) prevent crime, and (3) to make this, as a neighborhood, a better place to live. The parties therefore commit to exercise their best efforts to cooperate and communicate regarding matters of obvious concern. Recognizing the University may have helpful information, both parties are committed to open communication and, as appropriate, exchange of information. Nothing in this paragraph should be construed to require the divulgence of confidential or privileged information. The objective will be to create positive interaction and to establish a partnership between police and the campus community as defined in this section in the process of problem identification and problem resolution. MSU authorizes City of Springfield to enforce City of Springfield ordinances as well as state law on the campus.

a. The MSU campus is identified and delineated in the map, Exhibit A, and incorporated herein by reference. The MSU campus is generally described as two adjoining sections with the first area bounded by one block east of National Avenue on the east; Loren Street on the south; Kimbrough Avenue to the west; and St. Louis Street on the north; with the second area bounded by Benton Avenue/Kimbrough Avenue on the east; Walnut Street on the south; Main Avenue on the west and Tampa Street on the north. In addition, it is agreed that SPD officers assigned to the MSU Police Substation will routinely patrol and provide police services to all other satellite facilities owned or leased by MSU within the corporate city limits of the city of Springfield.

- b. In addition to the defined area just described, the term "in and around the MSU campus area" shall include the perimeter streets, and shall also include all recognized Greek fraternity and sorority houses, without regard to their location, whether inside or outside the defined area.
2. Springfield police officers assigned to the police substation will work flexible shifts in accordance with the calls for service and crime-problem identification demands, based upon a 40 hour work week for each officer assigned.
3. The Springfield Police Department will assign an extra officer to the substation when requested, on designated Friday and Saturday nights, such as at the beginning and end of the school year, as determined by the substation supervisor.
4. Springfield police officers assigned to the police substation will provide a visible police presence to the MSU campus area.
5. The parties expressly agree and stipulate that, notwithstanding any other provision of this agreement to the contrary, the Springfield Police Department reserves and retains the right to temporarily reassign police officers assigned to the police substation to other duties in the following situations:
- a. Emergency situations. In cases of emergency, or extraordinary needs for service in other locations the Springfield Police Department reserves and retains the right to utilize those officers assigned to the MSU substation as needed, for the duration of the emergency, including below the minimum staffing noted in Section A.2.A, if needed.
 - b. Temporary reassignment. Temporary reassignment shall mean reassignment of any of the ten (10) police officer positions to another location other than the MSU substation on a full-time basis. In the event of reassignment, the City expressly agrees to restore the staffing of the police substation to the levels set out in Section A of this agreement as soon as possible in light of existing circumstances. Any temporary reassignment will adhere to the minimum staffing levels agreed to in Section A.2.A.
6. The parties agree and understand that police officers assigned to the police substation will on occasion be absent from their duties as a result of illness, vacation leave, personal leave, funeral leave, compensatory time, training time, court appearances, military leave, and other similar causes of absence. In such cases the existing workload will be assumed by other members of the police substation staff. In the event an absence of any officer assigned to the police substation exceeds fourteen (14) days, the City will review the staffing needs of the police substation and will assign such additional personnel as may be necessary to the effective functioning of the unit depending upon availability of personnel.
7. The parties agree and understand that assignment to the MSU Substation will not penalize assigned employees and will not in any way threaten employment rights, promotional opportunities, training opportunities, or fringe benefits.
8. The Chief of the Springfield Police Department and the MSU President, or their designees, shall be responsible for developing all necessary procedures for the coordination of services between the two agencies.
9. The substation will maintain records which are available to the President (or his designee) to include but not limited to:
- a. Substation payroll records.
 - b. Time sheet and detailed billing information sufficient for invoice reconciliation.
 - c. Work schedule of substation officers.
 - d. Calls For Service data within the designated substation area as defined by this contract.
 - e. Appropriate crime statistic information sufficient for Federal CLERY reporting.
 - f. Provide information consistent with legal restrictions from police reports.
 - g. Equipment purchase orders.
 - h. Data by city service center.

C. RESPONSIBILITIES OF THE BOARD OF GOVERNORS

1. The Board agrees to provide and maintain a facility mutually deemed suitable by the City and the Board for a police substation, to be located in the MSU campus area as defined in Section B.1. of this agreement. The Board agrees to bear sole responsibility for the cost of operating and maintaining such facility for so long as this agreement is in effect.
2. The Board agrees to pay for services provided by the City in a total amount not to exceed Eight Hundred Nineteen Thousand, Eight Hundred Fifty Dollars and Three Cents (\$819,850.03) based on the cost projections set forth in Exhibit B and C attached hereto and incorporated herein by reference.
3. The Board agrees to pay the cost of the overtime, uniform allowance, equipment depreciation, transportation, software and training costs of all full-time officers assigned to the substation based on the cost projections set forth in the attached Exhibits B and C, attached hereto and incorporated herein by reference.
4. The City will bill the Board on a monthly basis for law enforcement services provided pursuant to this agreement. The Board shall remit to the city, money owed to the City under the terms of this agreement, on or before thirty (30) days after the date of the invoice, unless there is a dispute regarding the amount of the invoice in which case the parties agree to meet and discuss in good faith the invoice amount.

D. OTHER TERMS AND CONDITIONS

1. Conflicts. No salaried officer or employee of the City, and no member of the City Council or the Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void.
2. Liability. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of its police officers undertaken on the MSU campus. The Board hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official or governmental immunity applicable to either party, its board or council members, officers or employees.
3. Notices. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to the Springfield City Manager, 840 Boonville, Springfield, Missouri 65802, and to the Board of Governors, Missouri State University, 901 South National, Springfield, Missouri 65897. The date of delivery of any notice shall be the date falling on the second full day after the date of its mailing.
4. Jurisdiction. This agreement and every question arising thereunder shall be construed and 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.
5. Termination of Agreement. Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 180 days prior to the date of termination.
6. Failure of Appropriations and Cancellation of Agreement. The parties mutually agree and understand that continuation of this agreement is subject to annual budget appropriations. Subject to the requirements of Section D.5., should the Springfield City Council or the Board fail to appropriate funds to continue staffing of the police substation, this agreement may be terminated by either party as of the last date upon which appropriated funds are available to either or both parties for continuation of staffing under the agreement.
7. Nondiscrimination. The parties agree not to discriminate on the basis of age, sex, religion, disability, race, national origin, ancestry, veteran status, sexual orientation, gender identity, or color, in employment, accommodation or provision of services in carrying out the terms and provisions of this agreement.
8. Term of the Agreement. Subject to all of the foregoing terms and conditions, the term of this Agreement shall be from July 1, 2019 through June 30, 2020. Thereafter, the parties may annually renew the Agreement for successive periods under such terms and conditions as may be agreed to at that time. Each addendum or renewal of the Agreement shall be in written form, executed by the Springfield City Manager and the President for MSU, on such terms and conditions as may be agreed to by the City Manager and the President for MSU. Should the term of this contract end without a renewal being timely enacted, parties shall continue to follow these contract terms on a month-to-month basis until such time a new contract can be executed or one of the parties terminates the contract pursuant to Paragraph D.5 above.

9. Compliance with all laws. The parties agree to abide and follow all federal, state, and local laws in performing the duties set forth in this contract including, without limitation, Mo. Rev. Stat § 173.2050, which requires the parties to establish and follow certain policies and protocols regarding sexual assault, domestic violence, dating violence, and stalking involving Students and other members of MSU's campus community. Said policies and protocols are shown in Exhibit D, which is attached hereto and incorporated herein by reference.

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

APPROVED AS TO FORM

The Board of Governors of Missouri State University

By: _____
Attorney for Board of Governors

By: _____
President of the University

APPROVED AS TO FORM

The City of Springfield, Missouri

By: _____
City Attorney or designee

By: _____
City Manager or designee

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 his designee

EXHIBIT B
Cost of MSU Substation Account
FY 19-20

	Totals
SALARIES / BENEFITS*	
Sergeant (1), Corporal (1), and Officers (8)	
MSU Cost – 80% of Total Cost _____	\$661,720.26
OVERTIME _____	\$106,553.00
Subtotal: _____	\$768,273.26
OVERHEAD:	
UNIFORM ALLOWANCE (10 Officers) _____	\$14,500.00
TRAINING COST _____	\$4,400.00
TRANSPORTATION AND SOFTWARE COST ** _____	\$32,676.77
Subtotal: _____	\$51,576.77
Total Contract Amount _____	\$819,850.03

* Salary information is calculated at actual officer's salaries and top step for vacant positions and includes longevity pay, education incentive, pension contribution, Medicare, workers' comp, etc.
Salaries and Benefits above is 80% of cost.

** (See Exhibit C)

EXHIBIT C
MSU Substation Transportation and Software Cost
FY 19-20

	2017	2016	2013
	Ford Explorer	Ford Explorer	Ford Explorer
Purchase cost w/equipment*	\$48,048	\$38,350.00	\$39,274.00
7 Year Depreciation	\$6,864.00	\$5,478.57	\$5,610.57

Annual Depreciation for all three (3) vehicles	\$17,953.14
Fuel Cost **	\$ 3,340.42
Maintenance and Repair Cost **	\$ 2,338.91
Vehicle Subtotal	\$23,632.47

Bicycles

Ten (10) Patrol Bicycles in Fleet

Purchase Cost	\$2,116.60
3 Year Depreciation	\$ 705.53

Annual Depreciation for ten (10) bicycles	\$7,055.30
Bicycle Subtotal	\$7,055.30

Software

Ten (10) Office 365 annual software license fees	\$198.90 each
Software Subtotal	\$1,989.00

Total Annual Transportation and Software Cost \$32,676.77

* Cost of the vehicle with standard law enforcement, including mobile data terminal and emergency equipment. All equipment will be maintained in good working order.

**Figure based on actual and averages for FY18 (July 2017-June 2018). Figures from Fleet Administrator.

EXHIBIT D
Policies and Protocols Regarding
Sexual Assault, Domestic Violence, Dating Violence, and Stalking

Consistent with the provisions of Title IX of the Education Amendments of 1972, 20 U.S.C.A. § 1681, *et seq.* ("Title IX"), and the Violence Against Women Act ("VAWA"), MSU will investigate all reports of sexual assault, domestic violence, dating violence and stalking that are brought to MSU's attention, regardless as to where the conduct is alleged to occur, which involve member(s) of the MSU campus community. (Note: Such reports will be investigated by MSU regardless as to where the conduct is alleged to have occurred, in that MSU is obligated to determine whether the alleged conduct occurred in the context of an educational program or activity, or has continuing effects on the MSU campus or in an off-campus educational program or activity.)

Consistent with the requirements of Title IX and VAWA, and the directives of the Department of Education's Office for Civil Rights ("OCR"), MSU will honor the wishes of a complainant/victim as to whether to notify the Springfield Police Department of an incident of alleged sexual assault, domestic violence, dating violence and or stalking. The reporting of any such offense will be the choice and the responsibility of the complainant/victim. Notwithstanding the foregoing, nothing in this Exhibit D shall be construed so as to preclude the Springfield Police Department from investigating any and all allegations of criminal activity – including allegations of sexual assault, domestic violence, dating violence, or stalking – that are reported to the Springfield Police Department or otherwise come to the attention of the Springfield Police Department.

Subject to its obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 *et seq.* ("FERPA"), MSU will cooperate with the Springfield Police Department, in terms of any law enforcement investigation of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community, if authorized by the complainant/victim or pursuant to a lawfully issued search warrant, subpoena, or court order. The Springfield Police Department agrees to use best efforts to communicate with MSU regarding investigations or reports of sexual assault, domestic violence, dating violence and or stalking involving members of MSU's campus community, provided that such communication, in the reasonable estimation of the Springfield Police Department or the Greene County Prosecuting Attorney, will not jeopardize the integrity of an investigation, or subsequent prosecution, of sexual assault, domestic violence, dating violence and or stalking.

Depending on the facts and circumstances of an individual case, one or both parties may have jurisdiction to investigation incident of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community. The term jurisdiction, as used herein, means that MSU shall have jurisdiction to conduct investigations consistent with its Title IX/VAWA obligations and its educational interests, whereas SPD shall have jurisdiction to conduct investigations from a law enforcement/criminal perspective. Both parties understand and agree that such investigations are independent and may happen simultaneously, and agree to provide one another with as much courtesy and communication as may be possible, given the facts and circumstances of the individual case.

The parties acknowledge and agree that this Exhibit D is intended fully conform to the requirements of Mo. Rev. Stats. § 173.2050. The parties further acknowledge that, pursuant to Mo. Rev. Stat. § 173.2050.3, the Missouri Department of Public Safety has been charged with promulgating rules and regulations by August 28, 2016, to facilitate the implementation of the requirements of Mo. Rev. Stat. § 173.2050. Thus, the parties agree to evaluate any and all such promulgating rules and regulations, and to work together in good faith to modify their collaborative practices and, as necessary, this Exhibit D, to ensure continued legal compliance.

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 07-09-19

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 168

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager to enter into an agreement between the City, CU,
2 Greene County and the Missouri Department of Public Safety to
3 integrate the Trunked Radio System ("TRS") into the Missouri
4 Statewide Interoperability Network.
5 _____
6

7 WHEREAS, the City of Springfield ("City"), City Utilities of Springfield ("CU") and
8 Greene County currently partner to operate an 800 megahertz (MHz) trunked radio
9 system ("TRS") to provide law enforcement and public safety communications capability
10 in Greene County; and
11

12 WHEREAS, the TRS is currently scheduled for an upgrade that will replace the
13 majority of the system infrastructure electronics and subscriber radios; and
14

15 WHEREAS, the TRS upgrade will include life cycle extension, improved disaster
16 recovery capability, improved interoperability, increase competition for subscriber sales,
17 compliance with grant requirements, and enhanced features; and
18

19 WHEREAS, the State of Missouri Department of Public Safety ("DPS") has
20 expressed interest in integrating the TRS into the Missouri Statewide Interoperability
21 Network ("MOSWIN"); and
22

23 WHEREAS, integration of the TRS into MOSWIN would allow interoperability
24 between the TRS and the other zone-controlled areas in Missouri, significantly
25 enhancing emergency response, especially during a large-scale emergency or disaster;
26 and
27

28 WHEREAS, the TRS Management Board has proposed entering into a
29 Memorandum of Understanding ("MOU") with DPS for the purpose of integrating the
30 TRS into MOSWIN; and
31

32 WHEREAS, the proposed MOU provides for a three-year trial period, with the
33 costs of integration to be paid by DPS; and

34
35 WHEREAS, the proposed MOU would not create any additional costs for the
36 City, CU, or Greene County.
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 City Manager, or his designee, is hereby authorized to enter into
42 a Memorandum of Understanding with City Utilities of Springfield, Greene County, and
43 the State of Missouri Department of Public Safety for the purpose of integrating the
44 trunked radio system into the Missouri Statewide Interoperability Network, in an
45 agreement substantially similar in form and content as the document attached hereto
46 and incorporated herein as “Exhibit A”.
47

48 Section 2 – This Ordinance shall be in full force and effect from and after
49 passage.
50

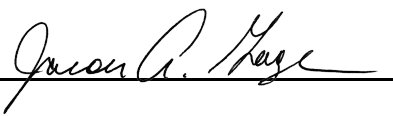
51 Passed at meeting: _____
52

53 _____
54 Mayor
55

56 Attest: _____, City Clerk
57

58
59 Filed as Ordinance: _____
60

61 _____
62 Approved as to form: , Assistant City Attorney
63

64 _____
65 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019-168

FILED: 07-09-19

ORIGINATING DEPARTMENT: City Manager

PURPOSE: To authorize the City Manager to enter into an agreement between the City, CU, Greene County and the Missouri Department of Public Safety to integrate the Trunked Radio System ("TRS") into the Missouri Statewide Interoperability Network.

BACKGROUND INFORMATION: The Trunked Radio System ("TRS") was purchased in April 2000 and went operational in 2002. The TRS Supports approximately 4,500 public safety and critical infrastructure users with the vast majority working at county and municipal levels. The TRS operates on 18 Channels on seven tower sites covering Greene County.

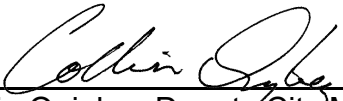
The TRS is scheduled for an upgrade that will replace the majority of the system infrastructure electronics and subscriber radios. The new system will be all digital, IP-based, and compliant with the Association of Public-Safety Communications Officials ("APCO") Project 25 (P-25) Phase I Common Air Interface standard. The upgrade will include life cycle extension, improved disaster recovery capability, improved interoperability, increase competition for subscriber sales, compliance with grant requirements, and enhanced features.

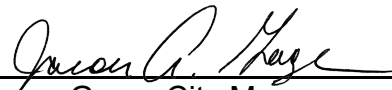
The State of Missouri, Department of Public Safety ("DPS"), has expressed interest in integrating the TRS into the Missouri Statewide Interoperability Network ("MOSWIN"). MOSWIN is a network of communications towers, base stations and communications software that provide interoperable communications throughout the state to public safety agencies. Integrating the TRS into MOSWIN would allow seamless interoperability between the TRS and the other zone-controlled areas in Missouri. This would result in a significant enhancement for emergency response, especially during a large-scale emergency or disaster.

Under the proposed agreement the TRS would become Zone 4 of MOSWIN. As DPS expands MOSWIN, Zone 4 could eventually expand to include other systems in the area. The initial agreement would create a three-year trial period with the costs of integration to be paid by DPS.

Submitted by:

Approved by:


Collin Quigley, Deputy City Manager


Jason Gage, City Manager

MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF MISSOURI DEPARTMENT OF PUBLIC SAFETY
AND MISSOURI STATEWIDE INTEROPERABILITY NETWORK (MOSWIN)
ZONE FOUR PARTNERS

This Memorandum of Understanding (MOU) entered into this ____ day of _____ 2019, between the State of Missouri, Department of Public Safety (DPS) and the Zone Four Partners which include the City of Springfield, Missouri, City Utilities of Springfield, Missouri, Greene County, Missouri and their respective successors hereinafter “Parties”, describes the relationship and responsibilities between the Parties regarding regional interoperable safety communications and connectivity between their public safety communications systems.

WHEREAS, the DPS has constructed the Missouri Statewide Interoperability Network (MOSWIN) to promote operable and interoperable communications throughout the State of Missouri, and;

WHEREAS, the Zone Four Partners have built and own an 800 megahertz (MHz) trunked radio system designed to provide radio communications for the entire County of Greene for law enforcement and public safety communications among various agencies and departments, including emergency and non-emergency communications, which meets the requirements of each participating public agency identified above, and;

WHEREAS, it is a national, regional, and local goal to establish and maintain dependable interoperable radio communication infrastructure among public safety and critical infrastructure communities in order to enable efficient emergency response, allow for coordinated action, maximize resources and promote the safety of critical infrastructure personnel and the public, and;

WHEREAS, the Parties have determined that a direct core connection of the existing Master Site Controllers utilized in each Parties’ radio system, specifically the MOSWIN Master Site Controller located in Weldon Springs, Missouri and the Springfield-Greene County Trunked Radio System Master Site Controller located in Springfield, Missouri benefits the citizens served by each Party;

WHEREAS, a coordinated approach to the sharing of resources is necessary to establish an effective interoperable public safety and critical infrastructure radio environment in Missouri for the benefit of the public, and local, state, and federal emergency responders in the jurisdictions of the Parties;

Therefore, for the reasons set forth the Parties hereby agree as follows;

I. Duration of Agreement

- a. This MOU will commence as of the date a direct core connection of the existing Master Site Controllers referenced above has been made and the Parties have agreed in writing as an addendum to this MOU that interoperability between MOSWIN and Springfield-Greene trunked radio system has been achieved. This MOU shall remain in effect for a trial period of three (3) years. During this trial period, Parties will work in good faith to ensure the intended benefits of the interoperable arrangement are achieved. If it is determined by either Party during this period that the intended benefits are not being realized, either Party may terminate this MOU thirty (30) days after sending written notice of that Party’s intent to terminate this MOU. Following termination of the MOU, the Parties agree to work together to dissolve this arrangement in an orderly and responsible manner to

ensure integrity of the MOSWIN and Springfield-Greene County trunked radio systems. Each Party will be responsible for their own costs to separate.

- b. If it is determined by the Parties during the trial period the interoperable arrangement is achieving its intended benefits, this MOU will be extended for an additional seven (7) years and will make the initial term of this MOU ten (10) years.
- c. After the initial term, this MOU may be renewed for additional periods of ten (10) years each, or any other period agreed upon in writing by the parties not to exceed 10 years.
- d. After the trial period and before the end of the initial term, either Party may terminate this MOU thirty (30) days after sending written notice of that Party's intent to terminate this MOU. Following termination of the MOU, the Parties agree to work together for a period not to exceed five (5) years to dissolve this arrangement and to separate the Parties' systems in an orderly and responsible manner which may require equipment purchases, asset relocations and/or system reconfigurations. Party initiating termination shall bear the cost to separate. Upon termination and throughout the transition to separate systems, each Party agrees to retain an operational level of service to the other Party's communication ability during any transition.
- e. Upon full duration of the initial term or an agreed to renewal period and a Party providing thirty (30) days written notice of their intent not to extend the MOU, the MOU will terminate. Following termination of the MOU, the Parties agree to work together to dissolve this arrangement in an orderly and responsible manner to ensure integrity of the MOSWIN and Springfield-Greene County trunked radio systems. Each Party will be responsible for their own costs to separate.

II. Duties of DPS

- a. DPS will own, operate and be financially responsible for maintaining and upgrading the existing MOSWIN Master Site Controller located in Jefferson City, Missouri and Weldon Springs, MO.
- b. DPS will allow the existing Zone 4 Master Site Controller located in Springfield, Missouri to connect to MOSWIN Master Site Controller located in Weldon Springs, Missouri.
- c. DPS serves as the owner of the MOSWIN System and has administrative authority over MOSWIN Zones 1 (Jefferson City Master Site Controller) and 3 (Weldon Springs Master Site Controller).
- d. DPS recognizes the Zone 4 Core Partners as owners and administrators of all infrastructure that collectively comprises MOSWIN Zone 4 with the exception to the Zone 4 Master Core. DPS will assume administrative responsibility for the Zone 4 Master Site Controller while City Utilities of Springfield retains ownership.
- e. With execution of this MOU, DPS will bear the cost of providing and maintaining primary and redundant backhaul connectivity between the Springfield's Zone 4 Master Site Controller and the MOSWIN Master Site Controller in Weldon Springs, Missouri.

DPS will contract with Motorola for a software upgrade agreement (SUAI) to ensure the Zone 4 Master Site Controller remains in sequence with MOSWIN system software revisions through the end of the system support lifecycle.

DPS will contract with Motorola to provide remote cyber-security monitoring and patching for the Zone 4 Master Site Controller.

- f. DPS will facilitate quarterly meetings with Zone 4 Core Partners for the purpose of affirming this MOU, identifying and mitigating any performance or maintenance issues with the Zone 4 Master Site Controller, coordinating system software enhancement release (SER) patches, coordinating any system wide (global) changes affecting all zones with MOSWIN, coordinating unified cyber-security policy and standard operating procedures, addressing any unforeseen system infrastructure issues that have the potential to impact any or all zones within MOSWIN.
- g. The DPS Director and Missouri Interoperability Center Director will maintain the “master password” for the MOSWIN system.
- h. Zone 4 Core Partners may request access to restricted levels of access/permissions in the MOSWIN system management software that have system wide impacts. The request is made by contacting the MOSWIN Director with an accompanying method of procedure detailing the proposed change and the system-wide implications of the change. All Method of Procedures (MOPs) are subject to review and approval by the MOSWIN Director.
- i. DPS will commit to ensuring that upgrades to the Zone 4 Master Site Controller will be coordinated with and approved by MOSWIN governance committee of which Zone 4 Core Partners will have representation and is coordinated with Zone 4 Core Partners prior to any upgrade to ensure consistent software revisions in each controller continue to enable effective operation between the Parties.
- j. DPS will ensure that no changes, including upgrades, are made to the existing MOSWIN system that impact the operation or functionality of Zone 4 radio communications network without approval of the Zone 4 Core Partners and without 72 hours’ notice to the other Party(s).
- k. DPS recognizes the existing Zone 4 Core Member governance body; this MOU doesn’t seek to make any changes to the Zone 4 Core Member governance body. DPS will work with the Zone 4 Core Member governance body as defined in this agreement.

III. Duties of Zone 4 Core Partners

- a. Zone 4 Core Partners will own, operate and be financially responsible for maintaining and upgrading all of their trunked radio system assets.
- b. Zone 4 Core Partners will own, operate and be financially responsible for maintaining the Zone 4 Master Site Controller.
- c. Zone 4 Core Partners will contract with Motorola for a software upgrade agreement (SUAI) to ensure its radio/rf sites remain compatible with MOSWIN system software revisions through the end of the system support lifecycle or as long as this MOU is in effect, whichever is shorter.
- d. Zone 4 Core Partners will ensure consoles remain compatible with the MOSWIN system.

- e. Zone 4 Core Partners will send a representative to be an active participant on the MOSWIN Governing Board.

IV. Duties of Both Parties

- a. Each Party will designate a representative for the purpose of administering this agreement between DPS and Zone 4 Core Partners.

The DPS representative is designated as the DPS Director. The DPS Director may designate, by written notice, other persons having the authority to act on behalf of DPS in regard to this MOU.

The Zone 4 Core Partners' representative is designated by their governance body which is the Springfield-Greene County Trunked Radio System Management Board. The Zone 4 governance body may designate, by written notice, other persons having the authority to act on behalf of Zone 4 Core Partners in further performance of this MOU.

V. General Provisions

- a. HEADINGS. Item or section headings, if any, are for convenience only and are not to be used to interpret or define the provisions of this MOU.
- b. NUMBER AND GENDER IRRELEVANT. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- c. SEVERABILITY. Nothing in this MOU is intended to conflict with applicable law, regulation or directives. Accordingly, the provisions of this MOU are severable and, in the event any provision of this MOU is determined to be invalid, in whole or in part, such unenforceable or invalid provision shall not affect the legality, enforceability or validity of the rest of this MOU. If feasible, the offending provision shall be replaced with an enforceable and valid provision that is as similar in tenor to the offending provision as possible. If the offending provision cannot be so modified, it shall be considered deleted from this MOU. Unless otherwise required by law, the illegality, invalidity, or enforceability of any provision of this MOU shall not affect the legality, validity or enforceability of any other provision of this MOU.
- d. NO PRIVATE RIGHT. This MOU is between DPS and the Springfield-Greene County Trunked Radio System Management Board which represents the City of Springfield, Missouri, City Utilities of Springfield, Missouri, Greene County, Missouri and their respective successors. Other than these identified entities, it does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, or other officers, employees, agents, or associated personnel of the Parties. Nothing in this MOU is intended to restrict the authority of either Party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction.
- e. ISSUE RESOLUTION. Throughout the course of this MOU, issues such as scope, interpretation of provisions, unanticipated technical matters (including improvements), and other concerns may arise. Both Parties agree to appoint their respective points of contact to work in good faith towards resolution.

- f. ENTIRE MOU. This MOU constitutes the entire MOU between the Parties with regard to the terms' matters set forth herein. This MOU may be modified upon the mutual written consent of the Parties; however, any such changes must be in writing, duly signed by their authorized representatives. This MOU, including any amendments, will be reviewed annually on or around the anniversary of its effective date.
- g. RESPONSIBILITY ONLY FOR OWN ACTIONS. To the extent governed by applicable state law, each Party will be responsible for its own acts and results arising from those actions and shall not be responsible for the acts of the other Party and results arising from those actions.
- h. ASSUMPTION OF RISK AND LIABILITY ONLY FOR OWN ACTIONS. Each Party agrees, to the extent allowed by law, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of its agents or employees under this MOU. Each Party's liabilities shall be governed by applicable state law.
- i. NO WAIVER OF IMMUNITY. Nothing in this agreement shall be construed as a waiver by either Party of any applicable immunity, including sovereign immunity as enjoyed by the parties under § 537.600 of the Revised Statutes of Missouri.

The Memorandum of Understanding is hereby entered into between the State of Missouri Department of Public Safety and the Zone 4 Core Partners on the date stated above.

Missouri Department of Public Safety

City of Springfield, Missouri

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: City Manager

Date: _____

Date: _____

Legal Counsel Approval: _____

Legal Counsel Approval: _____

City Utilities of Springfield, Missouri

By: _____

Name: _____

Title: General Manager

Date: _____

Legal Counsel Approval:

By: _____

Name: _____

Title: Commissioner

Date: _____

Approved:

By: _____

Greene County Auditor

By: _____

Greene County Clerk

Greene County, Missouri

By: _____

Name: _____

Title: Presiding Commissioner

Date: _____

Legal Counsel Approval:

By: _____

Name: _____

Title: Commissioner

Date: _____

Legal Counsel Approval:

By: _____

One-rdg. _____
P. Hmgs. _____
Pgs. 21
Filed: 07-09-19

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 169

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager to enter into a revised agreement between the
2 City of Springfield, City Utilities of Springfield, and Greene County
3 for the purpose of updating the 800 megahertz Trunked Radio
4 System ("TRS") to provide improved law enforcement and public
5 safety communications among the various agencies and
6 departments.
7 _____
8

9 WHEREAS, the City of Springfield ("City"), City Utilities of Springfield ("CU") and
10 Greene County currently partner to operate an 800 megahertz (MHz) Trunked Radio
11 System ("TRS") to provide law enforcement and public safety communications capability
12 in Greene County; and
13

14 WHEREAS, the terms of the partnership between the City, CU, and Greene
15 County are set forth in a Participation Agreement that was entered into in 2000 ("2000
16 Participation Agreement"); and
17

18 WHEREAS, pursuant to the 2000 Participation Agreement, CU is responsible for
19 the operation of the TRS under the direction of a TRS Management Board, which
20 consists of two members each from the City, CU, and Greene County; and
21

22 WHEREAS, the TRS is currently scheduled for an upgrade that will replace the
23 majority of the system infrastructure electronics and subscriber radios; and
24

25 WHEREAS, the TRS upgrade will include life cycle extension, improved disaster
26 recovery capability, improved interoperability, increase competition for subscriber sales,
27 compliance with grant requirements, and enhanced features; and
28

29 WHEREAS, in anticipation of the pending upgrade, the TRS Management Board
30 has recommended the adoption of a revised Participation Agreement between the City,
31 CU, and Greene County; and
32

33 WHEREAS, the revised Participation Agreement is intended to set forth each

parties' rights and obligations with respect to the upgraded TRS system; and

WHEREAS, under the revised Participation Agreement, CU will continue to be responsible for the operation of the TRS under the direction of the TRS Management Board, which will continue to exist in its current form; and

WHEREAS, if adopted by all parties, the revised Participation Agreement would terminate and replace the 2000 Participation Agreement.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a 800 MHz Trunked Radio System Participation Agreement with City Utilities of Springfield and Greene County, in an agreement substantially similar in form and content as the document attached hereto and incorporated herein as "Exhibit A."

Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired, or liability incurred nor any cause or causes of action occurred or existing, under any act or Ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance.

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

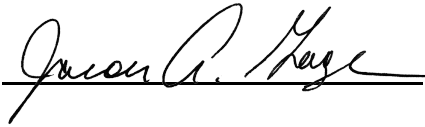
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019-169

FILED: 07-09-19

ORIGINATING DEPARTMENT: City Manager

PURPOSE: To authorize the City Manager to enter into a revised agreement between the City of Springfield, City Utilities of Springfield, and Greene County for the purpose of updating the 800 megahertz Trunked Radio System ("TRS") to provide improved law enforcement and public safety communications among the various agencies and departments.

BACKGROUND INFORMATION: The Trunked Radio System ("TRS") was purchased in April 2000 and went operational in 2002. The TRS Supports approximately 4,500 public safety and critical infrastructure users with the vast majority working at county and municipal levels. The TRS operates on 18 Channels on seven tower sites covering Greene County.

In 2000, prior to the purchase of the TRS, the City of Springfield ("City"), City Utilities of Springfield ("CU"), and Greene County entered into a Participation Agreement governing the operation of the TRS.

The TRS is scheduled for an upgrade that will replace the majority of the system infrastructure electronics and subscriber radios. The new system will be all digital, IP-based, and compliant with the Association of Public-Safety Communications Officials (APCO) Project 25 (P-25) Phase I Common Air Interface standard. The upgrade will include life cycle extension, improved disaster recovery capability, improved interoperability, increase competition for subscriber sales, compliance with grant requirements, and enhanced features.

In anticipation of the pending upgrade, this Participation Agreement is intended to update and replace the original Participation Agreement from 2000. As under the original Participation Agreement, the CU will operate the TRS under the direction of a TRS Management Board, which consists of two members each from the City, CU, and Greene County.

Submitted by:


Collin Quigley, Deputy City Manager

Approved by:


Jason Gage, City Manager

800 MHz TRUNKED RADIO SYSTEM PARTICIPATION AGREEMENT

Between
City Utilities of Springfield, Missouri,
Greene County, Missouri,
And
The City of Springfield, Missouri

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THIS AGREEMENT made and entered into on this _____ day of _____ 2019, by and between CITY UTILITIES OF SPRINGFIELD, MISSOURI (herein “City Utilities”), GREENE COUNTY, MISSOURI (herein “County”), and the CITY OF SPRINGFIELD, MISSOURI (herein “City”). City Utilities, County, and City shall also be referred to herein as “Parties”, collectively, and “Party”, individually.

WITNESSETH:

WHEREAS, the Parties have developed an 800 megahertz (MHz) Trunked Radio System (“TRS”) to provide improved law enforcement/public safety communications among their various agencies and departments, including emergency and non-emergency communications, which meets the requirements of each Party and can be expanded to meet future requirements of the Parties; and

WHEREAS, the Parties have determined that the combined use of the TRS for City and County-wide law enforcement/public safety communications has and will continue to benefit the public’s health, safety, and welfare through improved intra-and inter-agency operability, reduced costs, and enhanced performance; and

WHEREAS, the TRS is owned and operated by City Utilities according to the 800 MHz Trunked Radio System Participation Agreement which was originally entered into April 13, 2000 by and between the Parties and shall terminate April 1, 2020; and

WHEREAS, the Parties desire to continue their combined participation use of the TRS and to enter into a new AGREEMENT to provide the terms and conditions necessary for each Party to participate in and to obtain the TRS services, and for City Utilities to proceed with the necessary upgrade of the TRS, and on-going operation, maintenance, and administration of the system upon the expiration of this original agreement; and

WHEREAS, the Parties desire to enter into a Memorandum of Understanding with the State of Missouri Department of Public Safety to become Zone Four of the Missouri Statewide Interoperability Network (MOSWIN) to enhance interoperable radio communication infrastructure among public safety and critical infrastructure communities in order to enable efficient emergency response, allow for coordinated action, maximize resources and enhanced safety of critical law enforcement/public safety personnel and the public;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I
Definitions

Section 1.1. Definitions. Unless otherwise defined in this AGREEMENT, the following words shall have the following meanings, unless the context requires otherwise:

“AGREEMENT” shall mean this PARTICIPATION AGREEMENT, and any and all amendments thereto.

“Board” shall mean the TRS Management Board as originally established pursuant to the 2000 Participation Agreement and whose structure and oversight will remain intact during and as defined in this AGREEMENT.

“City” shall mean City of Springfield, Missouri, and its successors.

“City Utilities” shall mean City Utilities of Springfield, Missouri, and its successors.

“County” shall mean Greene County, Missouri, and its successors.

“Design Development Review” shall mean the interactive process whereby the designated representatives of each Party working as the Technical Users Advisory Committee (TUAC) or the TRS Management Board reviews and approves the TRS performance specification to meet the objectives generally contained herein, resulting in documents and schematics that allow the equipment to be ordered, factory tested, shipped properly installed, and acceptance tested, prior to entering into service.

“FCC” shall mean the Federal Communications Commission, or any successor agency.

“Fixed Network Radio Equipment” shall refer to the shared radio equipment required by the TRS which is furnished and installed by City Utilities on behalf of the Parties. General categories of Fixed Network Radio Equipment include, but are not limited to shelters, radio repeaters, antennas, frequency combiners, cabling, controllers, and emergency power equipment.

“Fleet Map” shall mean the assignment of subscriber units to talk groups and the assignment of talk group priorities.

“Capital Cost Allocation Ratio” shall mean the proportion of capital costs to be paid by each Party as set forth in Section 3.4.

“In-Service Date” shall mean the date upon which the TRS has been demonstrated to meet operational specifications of the system’s final detailed design and made available by City Utilities.

“Mutually Approved” shall mean that the General Manager acting for City Utilities, or his/her designee, the Presiding Commissioner for the County, or his/her designee, and the City Manager for the City, or his/her designee, have approved in writing functional aspects of the TRS performance. These mutual approvals shall not, unless specifically stated, constitute an amendment to this AGREEMENT.

“Subscriber Licensee” shall mean any authorized entity in accordance with the FCC and locally established requirements which participate in the TRS through a contractual arrangement with City Utilities, approved by TRS Management Board.

“Subscriber Unit” shall mean an individual radio transceiver unit capable of communications on the TRS.

“System Acceptance” shall mean the demonstrated performance of the physical, electrical, and functional specifications of the TRS as contained within a jointly developed 800 MHz Trunked Radio System procurement event.

“Talk Group” shall mean a set of Subscriber Units that exclusively receive each other’s transmissions. Subscriber Units typically have controls which allow them to switch from talk group to talk group as needed, as allowed by the fleet map, and/or as established by a dispatch console operator.

“Telecommunication Services” shall mean the telecommunications services provided to interconnect the Fixed Network Radio Equipment, operator consoles, and management systems.

“Trunked Radio System” or “TRS” shall mean the 800 MHz Trunked Radio System utilized by the Parties and subscriber licensees. This definition excludes the individual Party’s Subscriber Units, dispatch consoles, and building distribution amplifiers.

“User” shall mean an individual who operates one or more Subscriber Units, an approved digital or telephonic interconnect, and or dispatch console.

ARTICLE II

Term of Agreement

Section 2.1. The initial term of this AGREEMENT shall be effective upon the date of the last signature to this AGREEMENT and shall terminate on March 31, 2035. This AGREEMENT shall replace and supersede the 800 MHz Trunked Radio System Participation Agreement which was originally entered into on April 13, 2000 by and between the Parties. The April 13, 2000 Agreement shall terminate and be of no force and effect upon the date of the last signature to this AGREEMENT.

Section 2.2. Upon termination of the initial term, the AGREEMENT shall continue thereafter on a year to year basis until terminated by any Party giving at least one (1) year advance written notice to all other Parties of their intent to terminate the AGREEMENT.

Section 2.3. City’s or County’s right of participation in the TRS may be terminated by City Utilities for cause in the event: (i) either City or County shall fail to appropriate necessary funds or shall fail to make required payments to City Utilities when due for their respective share of capital costs or annual expenses for operation and maintenance of the TRS or (ii) either City or County shall misuse or allow misuse of subscriber units, digital or telephonic interconnects dispatch systems, or other equipment which substantially interferes with the intended functioning of the TRS. Termination of either City’s or County’s participation for cause may occur only after the conditions of dispute resolution set forth in this AGREEMENT are satisfied. In the event of termination of participation pursuant to this section, the Party so terminated shall forfeit all of its interest in the TRS, except for its subscriber units, dispatch consoles, building distribution amplifiers and any other TRS equipment which has been wholly paid for by such Party. A Party terminated for cause shall be entitled to a refund of its proportionate share of unspent funds remaining in designated reserve accounts, subject to offset for any delinquencies owed to City Utilities for operation and maintenance of the system.

Section 2.4. This AGREEMENT may be terminated for cause by City and County, acting jointly, for the failure of City Utilities to operate and maintain the TRS system with due diligence so that the system substantially performs its intended law enforcement/public safety functions. Termination of this AGREEMENT by City and County for cause may occur only after the conditions of dispute resolution set forth in this AGREEMENT are satisfied. In the event this AGREEMENT is terminated by City and County for cause, then City Utilities shall repay to City and County their capital contribution for the TRS in accordance with the provisions of Section 2.7 (b) (1-4) below.

Section 2.5. City Utilities shall not mortgage, pledge, hypothecate or create any security interest in the TRS without the written consent of City and County. City and County hereby grant permission to City Utilities to finance its share of capital costs by granting a security interest in the TRS. City Utilities shall indemnify, defend, and hold harmless City and County from and against any and all claims arising out of such financing and such security interest. City Utilities agrees to reimburse City and County for any and all sums either City or County may pay to cure any default or prevent any delinquencies by City Utilities under such security agreement. City Utilities also agrees to reimburse City and County for any and all payments made by City or County in order to release the TRS from any such security interest, but only for payments made after default by City Utilities on such security agreement. All such reimbursements shall bear interest at the rate set forth in Section 7.2 hereof. Commencing after three (3) years from the In-Service Date of the system upgrade, City Utilities shall have the right to sell its interest in the TRS, or assign responsibility for operation of the system, as herein provided. Upon receipt of a bona fide written offer of sale or assignment from a third party, City Utilities shall give City and County ninety-one (91) days advance written notification of the proposed sale or assignment, including a copy of the third party's written offer, which shall be subject to the rights of first refusal to purchase City Utilities' interest, on the basis set forth in Section 2.7 of this AGREEMENT. The City and County will thereafter have ninety (90) days from the receipt of notification to exercise their rights to purchase the TRS System, or to consent to the sale or assignment or to withdraw from this AGREEMENT pursuant to the terms of Section 2.7, by notifying City Utilities in writing of their election.

Section 2.6. Any Sale or assignment of the TRS by City Utilities, if approved by the Parties, shall transfer all of the obligations incumbent upon City Utilities by this AGREEMENT to the new owner or assignee, and the new owner or assignee shall acknowledge the assumption of such obligations in writing for such sale or transfer to become effective. Unless City and/or County elect to purchase the TRS, failure of City Utilities to consummate a sale or transfer of the TRS to the third party after the giving of notification, shall entitle City and County to revoke any election they may have made under Section 2.5 upon the basis of such notification.

Section 2.7. Upon receipt of notification from City Utilities of a proposed sale or assignment of the TRS to a third party, City and County shall have the following options, in addition to the option of consenting to the proposed sale or transfer:

(a). City and County shall have the right of election to purchase, free and clear of encumbrances, City Utilities' interest in the TRS, including any leasehold interests and property held in fee that have been acquired by City Utilities as part of the system. The purchase price for City Utilities' interest in the TRS shall be the same amount as is payable to City and County upon withdrawal as is set forth in Section 2.7

(b). If either City or County elects not to participate in the purchase, the other Party may on its own purchase City Utilities' interest in its entirety. Payment shall be made for the full purchase price in three (3) equal annual installments, with the first installment due within ninety (90) days of the receipt of the notice of election and the remaining two installments due in each succeeding year on the anniversary date of the first installment. The unpaid balance shall bear interest at the composite rate earned by City Utilities on its portfolio of investments, accruing after the date of transfer. City and County may prepay any installment without penalty. The purchasing Party or Parties shall have the right to enter upon the premises of City Utilities to remove the equipment and shall repair, or pay the reasonable costs of repair, for any damage caused by removal. In the event of purchase, City Utilities agrees to relinquish FCC licenses held by it in accordance with the provisions of Section 14.1. Upon completion of the transfer, including FCC issuance

of necessary channel frequency licenses, the Party or Parties electing to purchase shall assume City Utilities' obligations with respect to operation of the TRS.

(b). Either City or County, or both of them, if not electing to participate in a purchase or to consent to the transfer or assignment, may elect to withdraw from participation under this AGREEMENT, in which case the AGREEMENT shall be terminated as to the withdrawing Party or Parties. If City or County elect to withdraw, written notice of such election shall be given to City Utilities within ninety (90) days of the receipt of the notice of the proposed sale or assignment. In the event of withdrawal, City Utilities shall make repayment to City and County, or either of them, for each terminating Party's capital contribution in the TRS. Repayments shall be made in three (3) equal annual installments, with the first installment due within ninety (90) days of the receipt of the notice of termination and the remaining two installments due in each succeeding year on the anniversary date of the first installment. The unpaid balance shall bear interest at the composite rate earned by City Utilities on its portfolio of investments, accruing after the date of transfer. City Utilities may prepay any installment without penalty. The total amount of the repayments shall be as follows:

(1). One-half (1/2) of the amount paid as provided by Article III, Section 3.4, if withdrawal occurs on before five (5) years after the in-service date, together with the proportionate share of the then existing unspent funds in the designated reserve accounts paid in by such Party.

(2). One-fourth (1/4) of the amount paid as provided in Article III, Section 3.4, if terminated after (5) years, but before ten (10) years after the in-service date, together with the proportionate share of the then existing unspent funds in the reserve accounts paid in by such Party, and

(3). No return of the original amount paid as provided in Article III, Section 3.4, if terminated after ten (10) years after the in-service date, provided such Party will be paid the proportionate share of the then existing unspent funds in the reserve account paid in by such Party.

(4). Subsequent capital investments made by any Party which were deemed under Article III, Section 3.3 to be 100% funded by the requesting Party, or according to the capital cost allocation ratio, shall follow the schedule as indicated above based upon the in-service date of the capital investment.

(5). Unless both City and County elect to withdraw, this AGREEMENT shall continue in full force and effect as to the non-withdrawing Party.

Section 2.8. In the event no written election is given by City or County to purchase City Utilities' interest in the TRS, or to withdraw, in the manner provided herein, such Party failing to give such notice shall be deemed to have consented to the sale or transfer, or purchase of City Utilities interest by the other Party, and this AGREEMENT shall continue in full force and effect as to such Party, upon the transferee's or assignee's written assumption of City Utilities' obligations and responsibilities under this AGREEMENT.

Section 2.9. Upon the termination of this AGREEMENT on or after the initial term, the Parties shall meet and negotiate in good faith to determine the best and most equitable means of terminating the AGREEMENT and dividing the assets of the TRS among the Parties.

ARTICLE III
System Access and Charges

Section 3.1. Each Party shall purchase its own Subscriber Units, dispatch consoles, and building distribution amplifiers. The number and type of Subscriber Units, dispatch consoles, and building distribution amplifiers will need to be evaluated and analyzed by City Utilities who will then present their findings and recommendations to the Board for approval.

By a unanimous vote, the Board may allocate the number of Subscriber Units and dispatch consoles to the Parties and to a nonparticipant pool. The Board may allocate the Subscriber Units in the nonparticipant pool to public safety entities or utilities that are not parties to this AGREEMENT. Such public safety entities or utilities shall not be required to pay any of the costs of the Trunked Radio System or any fees for its use, other than the cost of the Subscriber Units allocated to them. Any entity that is allocated Subscriber Units from the nonparticipant pool must enter into a license agreement with City Utilities before they can be utilized on the TRS.

Section 3.2. To insure software compatibility and system integrity, only compatible Subscriber Units, dispatch consoles and building distribution amplifiers approved by the Board shall be granted access to the TRS. All equipment shall be operated, maintained and programmed in accordance with system specifications and policies of the Board.

Section 3.3. The maximum number of Subscriber Units, dispatch consoles, and building amplifiers for each Party and the nonparticipant pool will be set by the Board. Should a Party(s) request Subscriber Units and or dispatch consoles to be added which exceed the maximum number established by the Board, or request additional or new features, City Utilities will prepare a plan to address the request and submit it to the Board. The Board will review and determine whether the capital infrastructure required, and the associated operations and maintenance costs shall be funded in whole or in part by the requesting Party(s) or funded from a designated reserve account. In the event that the reserve account is not sufficient to pay the expense, then the Board may, by a unanimous vote, agree to fund the remaining modification costs in accordance with the Capital Cost Allocation Ratio agreed to herein.

Section 3.4. Each Party shall pay one-third (1/3) of Fixed Network Radio Equipment costs. City and County shall contribute their proportionate share of costs to City Utilities when and as they come due. When City Utilities incurs Fixed Network Radio Equipment costs, it will invoice the City and County for their share of the cost. City and County will pay their share of such costs within thirty (30) days of the receipt of the invoice. Approval of change orders shall not be withheld unreasonably.

Section 3.5. The TRS shall be operated by City Utilities. However, each Party shall pay its proportionate share of the reasonable actual operational and maintenance expenses incurred by City Utilities for the operation and maintenance of the TRS in accordance with the agreed percentage ratios in Section 3.4 or, in the case of subscriber units beyond the maximums established by the Board, Section 3.3 shall prevail.

Materials and direct labor costs shall be City Utilities' actual costs, including normal overheads. Overhead costs shall be calculated in accordance with the following formulae:

1. Labor Fringe Benefits (including non-productive time) divided by Productive Labor equals Labor Overhead Rate.

2. Storeroom Handling Expense divided by Net Costs of Stores Issues equals Materials Overhead Rate.

Section 3.6. Revenues obtained by City Utilities from any third parties for use or rental of the TRS system or any related facilities obtained by City Utilities using any funds contributed by City or County under this AGREEMENT shall be applied to the annual operating and maintenance costs for the system in reduction of the annual obligations of the Parties for payment of such costs.

Section 3.7. The Board may establish an Operational and Maintenance Reserve Fund, which shall be funded in accordance with this section. If any estimate of operational and maintenance expenses is more than the actual operational and maintenance expenses, then the Board may vote to deposit the difference in the Operational and Maintenance Reserve Fund to fund future operational and maintenance costs. Since only the City and the County pay estimates of operational and maintenance expenses, City Utilities will pay into the Operational and Maintenance Reserve Fund an amount equal to what the City and County each (not both) pays into the Fund, so that each Party contributes one-third (1/3rd) of the total amount.

ARTICLE IV TRS Design and Performance Criteria

Section 4.1. TRS design and performance criteria are established by the Board.

Section 4.2. The details of implementing TRS, its design, upgrades, expansions, construction, interoperability/operability arrangements with other law enforcement and public safety communications systems, third-party access and related specifications and acceptance testing will be reviewed and approved by the Parties through the Design Development Review process.

Section 4.3. City Utilities shall provide monthly system performance reports to the Board to monitor the overall system performance. Each person utilizing the TRS will be expected to employ professional radio etiquette, as will be defined, monitored, and enforced by the Board. Should additional capacity or functionality be requested, City Utilities will prepare a plan to meet the need and the Board will review the plan as specified in Section 3.3.

ARTICLE V Ownership, Construction, Operation, Maintenance and Administration

Section 5.1. City Utilities shall be the legal owner of the TRS, subject to equitable rights of City and County as set forth in this AGREEMENT. City Utilities shall contract for the purchase, installation and other third-party arrangements related to the TRS which would include upgrades, expansions, construction, interoperability/operability arrangements with other law enforcement and public safety communications systems, and third-party agency access. This is not intended to be an all-inclusive list.

City Utilities shall be responsible for administration and enforcement of contracts. Any future economic effects arising out of contracts such as reduction or increase of contract costs or recovery of or liability for liquidated or other damages from a contractor shall be shared equally by City, County and City Utilities. City Utilities shall operate, maintain, and administer all aspects of the TRS in a professional and competent manner to assure the long-term and reliable provision of the TRS's coverage and capacity requirements. During the term of this AGREEMENT, City Utilities shall provide City and County with TRS services as herein provided.

Section 5.2. City Utilities shall plan, design, permit, acquire and construct all aspects of the TRS. Parties owning existing structures requiring modifications relating to the initial installation of the TRS or any additional requirement, thereafter, shall provide wall, ceiling floor, and roof penetrations and resealing. Each Party shall be responsible to coordinate this work.

Section 5.3. City Utilities has obtained a total of twenty-five (25) 800 MHz Public Safety Trunked Radio frequencies from the FCC. All frequencies are licensed in the name of City Utilities. During the term of the AGREEMENT, City Utilities will be responsible for all FCC licensing issues. Upon termination of the AGREEMENT, City Utilities shall release frequencies as set forth in Section 14.1 and shall cooperate with City and County in their applications to the FCC for such frequencies.

Section 5.4. City Utilities will support organizationally the resources, with sufficient instruction and training to support the operation and use of the system.

Section 5.5. City Utilities shall provide 24-hour, 7-day per week system monitoring and response, and at all times will provide and retain services as needed to assure reliable operation of the system

Section 5.6. Each Party shall purchase and provide funding for the maintenance of its own Subscriber Units and shall maintain them so that the Subscriber Units comply at all times with the requirements of this AGREEMENT.

Section 5.7. Dispatch consoles, building distribution amplifiers, and associated equipment will be maintained by City Utilities. Maintenance charges will be billed to the Party owning the equipment.

Section 5.8. City Utilities shall, with the approval of the Board, purchase liability and casualty insurance in such amounts and types as coverage as necessary to protect the Parties from losses arising out of this AGREEMENT. In the event of destruction, or partial destruction of the TRS, City Utilities shall use the proceeds from insurance to replace the TRS as may be necessary in order to continue operation of the system during the term of this AGREEMENT. The cost of such insurance shall be included in the operating and maintenance expenses set forth in Section 3.5 hereof. Deductibles under such insurance policies shall be paid from a designated reserve fund. To the extent the designated reserve fund is insufficient, the Parties shall pay the deductibles in accordance with the Capital Cost Allocation Ratio.

ARTICLE VI

TRS Management Board

Section 6.1. The Board will be created with two (2) designated primary and one (1) designated alternate representative from each of the Parties. Each designated primary representative shall have one (1) vote on the Board. There shall be a total of six (6) votes by members of the Board. Decisions of the Board will be made by a two-thirds (2/3rds) affirmative vote of the Board. The voting members of the Board shall select one of their members who shall serve as chairperson for a term of (2) years, and the chairperson shall rotate among the Parties. The chairperson shall have a vote.

Section 6.2. The Board's responsibilities shall include:

- a) Establishing bylaws and administrative guidelines for itself;
- b) Setting operational policies;
- c) Reviewing TRS operations, performance, and maintenance;

- d) Monitoring and enforcing contract performance;
- e) Establishing by agreement a User Advisory Committee;
- f) Developing operational protocols to insure efficient use of the TRS resources; and
- g) Meeting no less than four (4) times per year.

Section 6.3. The existing Board shall remain in effect upon the execution of this AGREEMENT by all Parties.

ARTICLE VII

Budgeting and Accounting

Section 7.1. City Utilities will annually provide each Party with verified actual expenditures of detailed operation and maintenance of the system from City Utilities' previous fiscal year by November 30. Billing for operation and maintenance services will be paid quarterly in equal installments in advance. Invoices will be submitted to each Party no later than December 31. All payments required under this AGREEMENT shall be made within thirty (30) days from the date of billing. Appropriate operation and maintenance cost adjustments from the previous year shall be made and reflected on each Party's quarterly invoice.

Section 7.2. In the event that any portion of any bill is in dispute, the disputed amount shall be paid under protest when due. Delinquent payments shall bear interest at the same rate as legal judgments where no contract rate is specified, as set forth in Section 408.040 R.S.Mo. Disputes shall be discussed and resolved by the Board, who shall use their best efforts to resolve the disputes amicably and promptly. Upon determination of the correct billing amount, the proper adjustment shall be paid or refunded promptly after such determination. Refunds shall also be paid with interest at the rate set forth above. Any party may request an independent audit by an outside accounting firm jointly selected by the Director of Finance of the City, the Presiding Commissioner of the County Commission, and the Chief Financial Officer of City Utilities to audit City Utilities' expenditures for operation and maintenance for determination if such costs billed are appropriate and reasonable. The findings of the auditors shall be conclusive on all Parties. In the event that as a result of such audit, there is an adjustment downward of five percent (5%) or more in the amount claimed by City Utilities, then City Utilities shall bear the cost of the audit at its sole expense, otherwise the Party requesting the audit shall pay for the expenses thereof.

Section 7.3. Accounts will be established that are dedicated to the TRS operations and maintenance expenses and capital improvement expenditures. The minimum standard for accounting will be to assure all costs associated with operating the TRS, associated capital expenditures are specifically identified and accounted for. A separate accounting of the TRS operation and maintenance expenses will be provided on an annual basis as indicated in Section 7.1.

Section 7.4. Except as provided in Sections 3.1 and 14.2 and Articles XV and XVI, City Utilities will allow no free TRS service or preferential rates and will enforce collections as appropriate.

Section 7.5. City Utilities shall provide telecommunication services to the TRS. These services shall be charged at prevailing market rates for applicable services.

ARTICLE VIII

Force Majeure

Section 8.1. In case any Party to this AGREEMENT should be delayed in or prevented from performing or carrying out any of the covenants or obligations made by and imposed upon said Party by this AGREEMENT by reason of Force Majeure, then in such case or cases, the Parties shall be relieved of performance under this AGREEMENT except for the obligation to pay for services already received under this AGREEMENT, and shall not be liable to any other Party for or on account of any loss, damage, injury, or expense resulting from or arising out of such delay or prevention; provided, however, that the Party suffering such delay or prevention shall use due or practicable diligence, to remove the cause or causes thereof; and provide, further, that neither Party shall be required by the foregoing provisions to settle a strike except when, according to its own best judgment, such a settlement seems advisable. The term "Force Majeure" shall be any cause not reasonably within the control of the Party claiming Force Majeure, not attributable to such Party's neglect, including, but not limited to, the following: strikes, stoppages in labor, failures of contractors or suppliers of materials, unavailability of a fuel or resource use in connection with the generation of electricity, riots fires, floods, ice, invasions, civil wars, commotion insurrections, military or usurped power, order of any court granted in any bona fide adverse legal proceedings or action, order of any civil or military authority explosion, act of God or the public enemies, sabotage, or orders or permits, or the absence of the necessary order or permits, of any kind which have been properly and timely applied for from the government of the United States of America, a state or states of the United States, or any political subdivision thereof.

ARTICLE IX

Indemnification and Limitation of Liability

Section 9.1. To the extent allowed by law, City Utilities shall indemnify, defend, and hold City and County, and their respective officials, agents and employees harmless from and against any and all loss, damage, cost or expense, including attorney's fees, caused, in whole or in part, by the negligent or wrongful act or omission of any employee or agent of City Utilities, notwithstanding any negligent or wrongful act or omission on the part of City or County, or their respective officials, agents and employees, but such indemnification obligation shall exist only to the extent that the liabilities, claims, damages and other costs are covered by and collectible from insurance obtained by City Utilities pursuant to Section 5.8 hereof.

Section 9.2. In no event shall City Utilities be liable to City, County, or any other Participating Party for special, incidental, or consequential damages as the result of interruptions of TRS services. If City Utilities fails to operate the TRS in a professional and competent manner, then, as an alternative to terminating this AGREEMENT pursuant to Section 2.4, City, County, and City Utilities may choose an independent third party to operate the TRS by a two-thirds (2/3rds) vote. City, County, and all Participating Parties shall be limited to the remedies provided herein for interruptions or quality of TRS service.

ARTICLE X

Miscellaneous and Severability

Section 10.1. No waiver at any time by any Party hereto of its rights with respect to the other Parties or with respect to any matter arising in connection with this AGREEMENT shall be considered a waiver with respect to any subsequent default or matter.

Section 10.2. This AGREEMENT shall be governed by and construed in accordance with Missouri law. The venue for any litigation arising from this AGREEMENT shall be Greene County, Missouri.

Section 10.3. This AGREEMENT constitutes the entire AGREEMENT between the Parties relating to the subject matter hereof and supersedes any other agreements, written or oral, between the Parties concerning such subject matter.

Section 10.4. Should any provision of this AGREEMENT for any reason be declared invalid or unenforceable by a final, non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions of this AGREEMENT, and such portions shall remain in force and effect as if this AGREEMENT had been executed without the invalid portion. In the event any provision of this AGREEMENT is declared invalid, the Parties shall promptly renegotiate the invalid or unenforceable provision to restore this AGREEMENT as near as possible to its original intent and effect.

Section 10.5. No modification of the terms and provisions of this AGREEMENT shall be or become effective except by written amendment executed by the Parties.

ARTICLE XI

Notices

Section 11.1. All written notices under this AGREEMENT shall be deemed properly sent if delivered in person, registered or certified mail, return receipt requested, postage prepaid to the persons specified below:

If to City Utilities:

General Manager
City Utilities of Springfield
P.O. Box 551
301 E. Central
Springfield, MO 65801-0551
Phone: (417) 863-9000
Fax: (417) 831-8802

If to County:

Presiding Commissioner
Greene County Commission
1443 N. Robberson Ave., 10th Floor
Springfield, Missouri 65802
Phone: (417) 868-4117
Fax: (417) 868-4818

If to City:

City Manager
City of Springfield
P.O. Box 8368
840 Boonville Avenue
Springfield, Missouri 65801-8368
Phone: (417) 864-1000
Fax: (417) 864-1912

Section 11.2. All billings to County shall be sent to the following:

Budget Officer
Greene County Commission
940 Boonville Avenue
Springfield, Missouri 65802
Phone: (417) 868-4117
Fax: (417) 868-4818

Section 11.3. All billings to City shall be sent to the following:

Director of Finance
City of Springfield
P.O. Box 8368
840 Boonville Avenue
Springfield, Missouri 65801-8368
Phone: (417) 864-1000
Fax: (417) 864-1880

Section 11.4. All payments to City Utilities shall be sent to the following:

City Utilities of Springfield
Attn: Cashiers
P.O. Box 551
301 E. Central
Springfield, MO 65801-0551
Phone: (417) 863-9000

ARTICLE XII

Dispute Resolution and Defaults

Section 12.1. Should a dispute or disagreement arise as to the interpretation of any of the terms or conditions of this AGREEMENT, or any Party's performance thereof, the aggrieved Party, as a condition precedent to any remedy under the terms of this AGREEMENT or general law, shall notify the other Parties in writing describing the dispute and proposed resolution with specificity. The Parties shall then meet at an agreed place and time, no more than fifteen (15) days after the delivery of notice of the dispute to attempt a resolution of the dispute. If the resolution of the dispute is not achieved within thirty (30) days of the notification, the Parties may resort to such other remedies as are available under the terms of this AGREEMENT.

Section 12.2. If any Party objects to the resolution of the dispute made in accordance with the provisions of Section 12.1, that Party may request the Board for non-binding mediation of the dispute. The Board shall select a mediator by unanimous vote. Costs of the mediation shall be borne equally by the Parties to the dispute. Any Party may withdraw from the mediation process at any time which time the dispute resolution procedure shall be deemed exhausted. If the dispute remains unresolved after mediation, it shall

then be submitted to the City Council, County Commission and Board of Public Utilities. Each body shall have one vote and the dispute shall be resolved by a two-thirds (2/3rds) majority. Their decision shall be final and binding on all Parties.

Section 12.3. If the County or the City shall default in any of their obligations herein contained, City Utilities, upon sixty (60) days' written notice to the defaulting Party, may suspend the services of the TRS. Such suspension shall not include enforcement by City Utilities of any other legal rights or remedies provided for in this AGREEMENT. No delay by any Party in enforcing any of its respective rights hereunder shall be deemed a waiver of such rights; nor shall a waiver by any Party of one of the other Party's defaults be deemed a waiver of any other or subsequent defaults. Except for nonpayment, compliance with the dispute resolution provisions of this section shall be a condition precedent to suspension of service or other enforcement action. If City Utilities should default in any way on its obligations herein contained, the County or the City may seek dispute resolution in accordance with the provisions of this article.

ARTICLE XIII Authorization

Section 13.1. Each Party represents that it has the necessary corporate, legal, and regulatory authority to enter into this AGREEMENT and to perform each and every duty and obligation imposed therein. Each individual affixing a signature to this AGREEMENT represents and warrants that he or she has been duly authorized to execute this AGREEMENT on behalf of the Party he or she represents, and that by signing the AGREEMENT, a valid, binding and enforceable legal obligation of said Party has been created.

ARTICLE XIV Additional Terms

Section 14.1. In the event this AGREEMENT is terminated by any Party in accordance with the terms of the AGREEMENT, then the terminating Party may request, in writing, for City Utilities to relinquish up to eight (8) frequencies subject to approval by the FCC. City Utilities may, if legally qualified, retain not less than eight (8) of the original 25 frequencies for its own use, if all other Participating Parties withdraw. The relinquished frequencies shall be chosen by the Board, provided that the relinquished frequencies shall include a block of not less than (5) consecutive frequencies in sequence suitable for law enforcement/public safety use. City Utilities may retain additional frequencies necessary for use by a non-terminating Party. City Utilities will cooperate in the relinquishment of FCC licenses and the Terminating Party's application for the frequencies.

Section 14.2. The County shall have the right, at its sole cost and expense, to install and locate antennae and all necessary radio transmission equipment (including buildings to house such equipment) on TRS tower sites to provide and enhance VHF communication services to the rural fire districts in the unincorporated areas of Greene County, Missouri for the duration of the initial term of this AGREEMENT, provided said antennae, equipment and buildings do not interfere with the operation of the TRS. Subject to the approval of the Board, the County, at its own expense, may install and house its radio transmission equipment in the TRS building at TRS tower sites. County shall be responsible for servicing and maintaining its antennae, radio transmission equipment, and buildings and shall have all liability arising from their construction, maintenance, and operation. City Utilities shall not charge any user fees or rental

to either the County or rural fire districts for the right to locate and utilize TRS tower sites for VHF communication antennae, radio transmission equipment, and buildings.

Section 14.3. The Parties recognize that the Board is a public governmental body subject to the Missouri Sunshine Law. All records created by the Board shall be provided to City Utilities and the City Utilities appointed custodian of records shall be the custodian of records for the Board.

Section 14.4. The Parties desire to enter into a Memorandum of Understanding with the State of Missouri Department of Public Safety to become Zone Four of the Missouri Statewide Interoperability Network (MOSWIN) to enhance interoperable radio communication infrastructure among public safety and critical infrastructure communities in order to enable efficient emergency response, allow for coordinated action, maximize resources and enhanced safety of critical law enforcement/public safety personnel and the public.

Once the negotiated Memorandum of Understanding is approved by the Board, the Parties agree that City Utilities will execute, administer and ensure performance of associated duties.

ARTICLE XV Collocation of Facilities

Section 15.1. Greene County may collocate one 53 MHz antenna and repeater on the TRS radio tower located in Republic, Missouri. Greene County may also install such ancillary equipment on the TRS site as may be reasonably necessary for the operation of the antenna and repeater. Greene County may also install a remote receiver/transmitter and relay equipment on the County East Tower.

Section 15.2. The City may collocate one storm siren on the TRS radio tower located at Twin Oaks Substation. The City may also install such ancillary equipment on the TRS site as may be reasonably necessary for the operation of the storm siren.

Section 15.3. City Utilities may collocate SCADA installations on each of the following towers: 1) Springfield Center Tower; 2) Springfield South Tower; 3) County East Tower; 4) Republic Tower; and 5) Glidewell Tower. City Utilities may also install such ancillary equipment on the TRS sites as may be reasonably necessary for the operation of the SCADA installation.

Section 15.4. The City may collocate and install up to two wireless bridges on each of the following three towers: 1) Springfield Center Tower; 2) Springfield South Tower; and 3) Glidewell Tower. Such collocation is contingent upon City Utilities prior written approval of installation details, receipt of a satisfactory (to City Utilities in their sole discretion) loading analysis signed by a Professional Engineer licensed to practice in Missouri, acquisition of all required permits, City compliance with all applicable laws and regulations, and non-interference with prior installations.

Section 15.5. Before installing the facilities described above, Greene County and the City shall enter into a license agreement with City Utilities on mutually agreeable terms.

Section 15.6. In the event that (1) Federal Communications Commission regulations are changed so that the frequencies used by the TRS must be changed and (2) any of the facilities described in this Article XV interfere with TRS frequencies, then the Party whose facilities are causing such interference shall take such steps as are necessary to eliminate the interference or shall remove the facilities at its cost.

ARTICLE XVI
Mobile Data/Automatic Vehicle Location equipment

Collocation of Parties' Antennas

Section 16.1. Each Party may collocate one receiving antenna and one transmitting antenna on a single TRS radio tower for the purpose of implementing or improving a mobile data system.

Section 16.2. A Party who desires to collocate an antenna on a TRS radio tower shall submit a written request to a City Utilities' appointed Board member at least 30 days before the TRS Board meeting at which the request will be considered. The request shall include detailed construction plans an intermodulation study. A City Utilities appointed Board member or designee will present the request to the Board along with his recommendations. Requests shall have priority for tower space in the order that they are received.

Section 16.3. Parties shall be given access to the tower site to attach, maintain, and operate their antennas. Parties shall not be allowed to install their equipment in the tower sited building, unless they contract with City Utilities. Parties shall not be allowed in the tower site building.

Section 16.4. Parties shall be responsible for providing their own power sources including, without limitation, backup power.

Section 16.5. Parties shall either accomplish communications back haul by radio or shall contract for back haul with City Utilities.

Section 16.6. Parties shall complete a radio interference test before placing the mobile data system into operation. The test must include a statement that the mobile data system does not interfere with the TRS or the systems of other tenants. The statement must be certified by a Professional Registered Engineer who is licensed to practice in the state of Missouri.

IN WITNESS WHEREOF, the Parties have caused this PARTICIPATION AGREEMENT to be executed for the uses and purposes set forth therein on the day and year first above written.

[Signatures are on the following page]

City of Springfield, Missouri

City Utilities of Springfield, Missouri

By _____
City Manager

By _____
City Utilities General Manager

Date: _____

Date: _____

Approved:

Approved:

By _____
City Attorney

By _____
City Utilities General Counsel

Greene County, Missouri

By _____
Presiding Commissioner

By _____
Commissioner

Date: _____

Date: _____

Attest:

By _____
Commissioner

By _____
Greene County Clerk

Date: _____

Approved:

Approved:

By _____
Greene County Auditor

By _____
Greene County Counselor

One-rdg. X
P. Hrngs.
Pgs. 4
Filed: 07-09-19

Sponsored by: Lear

COUNCIL BILL 2019 - 170 RESOLUTION

A RESOLUTION

1 DECLARING the intent to provide defense and indemnification to employees Jennifer
2 Swan and James C. Holland. (Risk Management, City Manager, and
3 the Law Department recommend approval.)
4 _____

5
6 WHEREAS, the Code of the City of Springfield provides in Section 2-93 that the
7 City may provide indemnification and defense to employees from claims arising out of
8 the performance of their duties; and
9

10 WHEREAS, Jennifer Swan is an architect employed by the City of Springfield;
11 and
12

13 WHEREAS, James C. Holland is a professional engineer employed by the City of
14 Springfield; and
15

16 WHEREAS, said employees have been tasked, over and above their regular
17 course and scope of employment, to design and seal the design of a staircase (the
18 "Collaboration Stairs") in the old airport terminal as part of the lease agreement between
19 the Springfield-Branson National Airport ("Airport") and its tenant, Expedia; and
20

21 WHEREAS, to produce construction grade plans these documents must bear the
22 respective professional seal of the architect and engineer; and
23

24 WHEREAS, the act of sealing such documents creates potential personal liability
25 to each of these employees based on their respective professional standards which
26 exceed the normal scope and course of their employment; and
27

28 WHEREAS, the employees request the City to declare its intent to indemnify and
29 defend the employees, pursuant to City Code Section 2-93, from any and all claims
30 arising out of the design, or professional sealing of the design, of the Collaboration
31 Stairs.
32

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

36 Section 1 – The City hereby declares its intent to defend and indemnify Jennifer
37 Swan and James C. Holland, both now and in the future, for any claims, arising out of
38 their design, or professional sealing of same, done in the course and scope of their
39 employment for the City of Springfield, of the “Collaboration Stairs,” located in the
40 portion of the old airport terminal leased to Expedia by the Airport Board. Such
41 indemnified claims include those for property damage or personal injury caused or
42 accruing because of the design of the stairs, except claims caused by gross negligence
43 or willful violation of professional standards. Such claims include those for property
44 damage to or caused by the stairs, personal injuries to anyone injured on or using the
45 stairs.

46
47 Section 2 – This Resolution shall be effective immediately upon adoption.

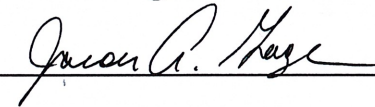
48
49 Passed at meeting: _____

50
51 _____
52 Mayor

53
54 Attest: _____, City Clerk

55
56
57 Filed as Resolution: _____

58
59 Approved as to form: , Assistant City Attorney

60
61
62 Approved for Council action: , City Manager
63

EXPLANATION TO COUNCIL BILL 2019-170

FILED: 07-09-19

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Declaring the intent to provide defense and indemnification to employees Jennifer Swan and James C. Holland. (Risk Management, the City Manager and Law Department staff recommend approval.)

REMARKS:

Section 2-93(a) sets forth the City's policy on providing defense and indemnification of its officers and employees when sued during the performance of their job duties. This section provides discretion to City Council to make this commitment on a case by case basis after an event has occurred.

In pertinent part:

The city may defend, save harmless and indemnify any of its officers and employees, whether elective or appointive, against any tort claim or demand, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of duty. The provisions of this section do not apply in case of malfeasance in office or willful or wanton neglect of duty.

In the 'customary case' an act occurs out of which a claim against the City and one of its employees (e.g. auto accident) is immediately known and the statute of limitations can be determined.

A situation has arisen where two of our employees, an architect and an engineer, are being requested to place their professional seal on construction and design documents. Employees are not typically requested to place their professional seal on documents they design for the City. The act of sealing documents creates a professional liability that extends until ten years after the completion of the project.

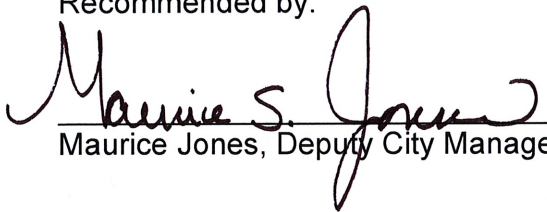
The reason this arises is the nature of the project. The project is to design and provide construction plans for a stairway located in the portion of the old Airport terminal which has been leased to Expedia. The stairs are to be used exclusively by the tenant.

In the event of any injury to property or persons it is probable that at least one, if not both employees, would be sued depending upon the nature of the occurrence. It is possible that an injury could occur as far as 10½ years into the future, with neither employee still employed by the City.

In the private sector both individuals would be protected by specific professional liability insurance policies giving them written assurance of the type of claims they are

protected from, and the extent of that protection. Currently, absent passage of this Resolution, all that these employees can be told is that City Council 'may' grant indemnification after a claim. Passage of this Resolution will require the City to defend and indemnify the above-named employees solely for the stairway project.

Recommended by:


Maurice Jones, Deputy City Manager

Approved by:


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 22
Filed: 06-25-19

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 159

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of South Campbell Addition, generally located at
4 3145 South Campbell Avenue, upon the filing and recording of a final
5 plat that substantially conforms to the preliminary plat; and authorizing
6 the City Clerk to sign the final plat upon compliance with all the terms
7 of this Ordinance. (Staff recommends that City Council accept the
8 public streets and easements.)
9 _____

10
11 WHEREAS, an original preliminary plat of South Campbell Addition, dated April
12 26, 2019, is on file with the City's Department of Planning and Development; and
13

14 WHEREAS, on June 6, 2019, the Planning and Zoning Commission of the City of
15 Springfield, Missouri, approved the Preliminary Plat of South Campbell Addition, which
16 is generally located at 3145 South Campbell Avenue.
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 authorizes, subject to the conditions of this
22 Ordinance, the Director of Planning and Development, on behalf of the City of
23 Springfield, to accept the land, easements, and improvements dedicated to the City as
24 shown on the Preliminary Plat of South Campbell Addition, which is generally located at
25 3145 South Campbell Avenue, as approved by the Planning and Zoning Commission.
26 The original plat of South Campbell Addition is on file in the Department of Planning and
27 Development (“Approved Preliminary Plat”) and incorporated herein by this reference. A
28 reduced version of the Approved Preliminary Plat is attached hereto for general
29 reference as “Exhibit B - Attachment 4,” and all of “Exhibit B,” including attachments, are
30 incorporated herein by this reference.
31

32 Section 2 – The Director of Planning and Development shall be authorized to
33 accept the land, easements, and improvements dedicated to the City, as shown on the

34 Approved Preliminary Plat, upon the filing and recording of a final plat in accordance
35 with this Ordinance and the Subdivision Regulations of the City, said final plat shall
36 substantially conform to the Approved Preliminary Plat, including those conditions
37 described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying
38 to the Director of Planning and Development and the City Clerk that the public
39 improvements have been made in accordance with City standards and specifications.
40 Said public improvements shall not be accepted until the occurrence of the applicable
41 conditions contained in this Ordinance.

42
43 Section 3 – The final plat shall not be recorded until: (1) the public improvements
44 relating to the Approved Preliminary Plat have been constructed according to the
45 specifications of the City of Springfield, Missouri, and are approved by the Director of
46 Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned
47 by or in connection with the construction of said improvements have been paid to the
48 City; or (2) in lieu of the construction of said improvements, that the Applicant has filed
49 with the City Manager, according to the terms of the Subdivision Regulations of the City,
50 the prescribed financial assurances in a form acceptable to the City to ensure the
51 construction of the improvements and the payment to the City of all engineering fees,
52 permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the
53 construction of the improvements.

54
55 Section 4 – Upon compliance with all the requirements of this Ordinance,
56 including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby
57 authorized to endorse City Council's approval upon the final plat pursuant to Section
58 445.030, RSMo., and such endorsement shall constitute the acceptance of the public
59 improvements contained therein.

60
61 Section 5 – This Ordinance shall be in full force and effect from and after its
62 passage and is subject to Section 36-226 of the Land Development Code.

63
64 Passed at meeting: _____

65
66
67 _____
68 Mayor

69 Attest: _____, City Clerk

70
71
72 Filed as Ordinance: _____

73
74 Approved as to form: Achalee T. Wader, Assistant City Attorney

75
76
77 Approved for Council action: Jason R. Hays, City Manager
78

EXPLANATION TO COUNCIL BILL 2019 - 159

FILED: 06-25-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of South Campbell Addition, generally located at 3145 South Campbell Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of South Campbell Addition dated April 26, 2019, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 4."
- B. The Planning and Zoning Commission held a public hearing on June 6, 2019, and approved the preliminary plat by a vote of 8 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per

the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

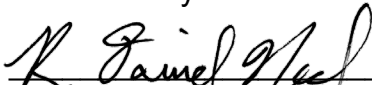
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium Intensity Retail, Office or Housing. Highway Commercial is an appropriate district for this classification. The Major Thoroughfare Plan classifies Campbell Avenue as a primary arterial roadway which supports the proposed land use.

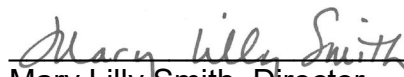
REMARKS:

Staff recommends approval.

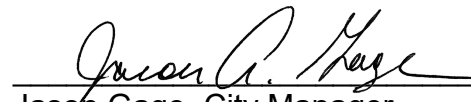
Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Engineering Report

Attachment 4, Preliminary Plat

Exhibit A

**RECORD OF PROCEEDINGS
PRELIMINARY PLAT – SOUTH CAMPBELL ADDITION
Planning and Zoning Commission June 6, 2019**

Z-14-2019 w/COD #175
3145 South Campbell Avenue

Applicant: South Campbell Investments,
LLC

c/o Scott Tillman

Preliminary Plat of South Campbell
Addition

3145 South Campbell Avenue

Applicant: South Campbell
Investments, LLC

c/o Scott Tillman

Zoning and preliminary plat are combined.

Mr. Hosmer stated that this is a request to rezone approximately 8.4 acres of property located at 3145 South Campbell Avenue from Planned Development 25, 4th Amendment to HC, Highway Commercial District, and establishing Conditional Overlay District No. 175. The Comprehensive Plan identifies the subject property as appropriate for Medium Intensity Retail, Office or Housing. This application meets the intent of the HC district which is intended for commercial uses that depend upon high visibility, generate high traffic volumes, or cater to the traveling public. The Major Thoroughfare Plan classifies Campbell Avenue as a Primary arterial roadway. A Traffic Impact Study will not be required. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention is not applicable since there is already an existing detention onsite. The proposed Conditional Overlay District will prohibit uses, add use limitations, bufferyard requirements, restrict intensity of development, exterior lighting and height. The Conditional Overlay District will not allow any conditional use permits, prohibit an outdoor public address system and require all activities and permitted uses, except off-street parking and loading facilities and vehicle storage, to be conducted inside a building. The intensity of development shall not exceed a floor area ratio, for permitted structures, of 0.5 for self-service storage facilities, and 0.25 of all other uses. No structure shall exceed the height of thirty-five (35) feet. A "Type F" at least twenty (20) feet wide shall be required; however, if the existing vegetation meets the planting requirements per the code then no additional plantings shall be required.

Mr. Hosmer stated that this is a request for a two-lot subdivision on 8.4 acres of property located at 3145 South Campbell Avenue. The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Medium Intensity Retail, Office or Housing. Highway Commercial is an appropriate district for this classification. The Major Thoroughfare Plan classifies Campbell Avenue as a primary arterial roadway which supports the proposed land use. The proposed preliminary plat was reviewed by City departments with no objections. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City

Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

Mr. Doennig opened the public hearing.

Mr. Jared Rasmussen, 550 St. Louis, trying to do mini-storage and HC zoning allows that and here to answer any questions. The reason for the plat is to show that they have an interested user for the area to the south.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to approve Z-14-2019 w/COD #175 (3145 South Campbell Avenue). Ms. Cox seconded the motion. Ayes: Doennig, Shuler, Cox, Ogilvy, Thomas, Broekhoven, Rose, and Jobe. Nays: None. Abstain: None. Absent: Coltrin.

COMMISSION ACTION:

Mr. Rose motioned to approve Preliminary Plat of South Campbell Addition (3145 South Campbell Avenue). Ms. Cox seconded the motion. Ayes: Doennig, Shuler, Cox, Ogilvy, Thomas, Broekhoven, Rose, and Jobe. Nays: None. Abstain: None. Absent: Coltrin.

A handwritten signature in black ink, appearing to read "Bob Hosmer", is enclosed in a thin black rectangular border.

Bob Hosmer, AICP
Principal Planner

Exhibit B

Development Review Staff Report

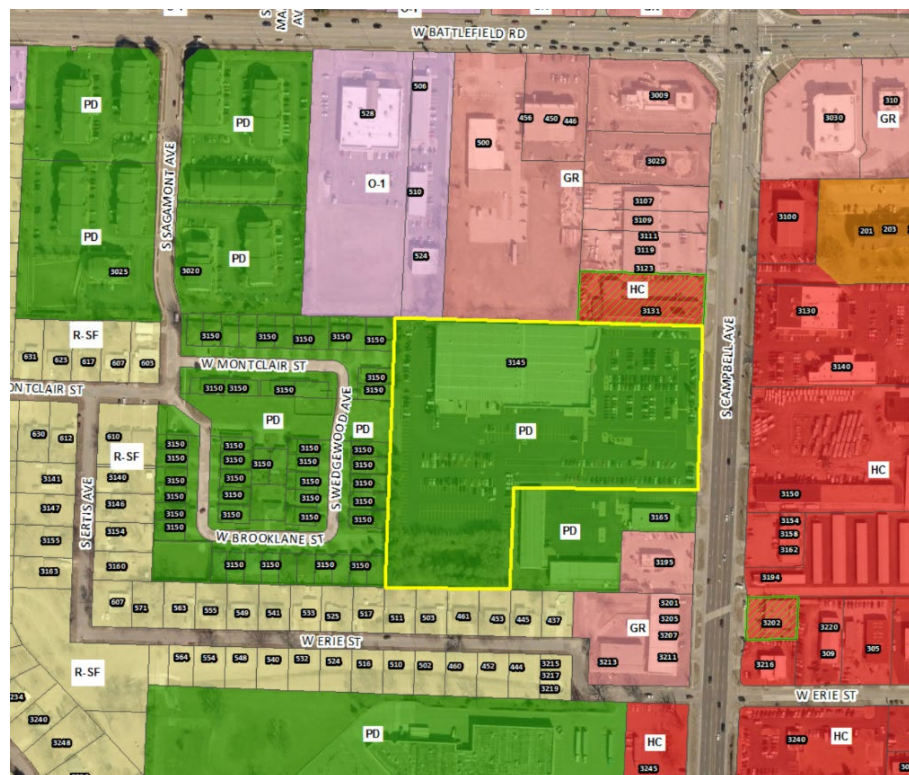


PLANNING AND ZONING COMMISSION PUBLIC HEARING:

JUNE 6, 2019

CITY COUNCIL PUBLIC HEARING:

JULY 1, 2019



CASE NUMBER:

Preliminary Plat - South Campbell Addition

LOCATION:

3145 S. Campbell Avenue

ACRES:

Approximately 8.4 acres

EXISTING LAND USE:

Former car dealership and off-street parking lot

APPLICANT:

South Campbell Investments, LLC.

STAFF:

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

Move to approve preliminary plat as submitted

SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a two-lot subdivision named "South Campbell Addition".

FINDINGS FOR STAFF RECOMMENDATION:

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

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	HC, GR and O-1	R-SF	HC	PD 75
LAND USE	Retail and Office establishments	Single-family residential uses	Retail establishments	Single-family residential uses

Development Review Staff Report



SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

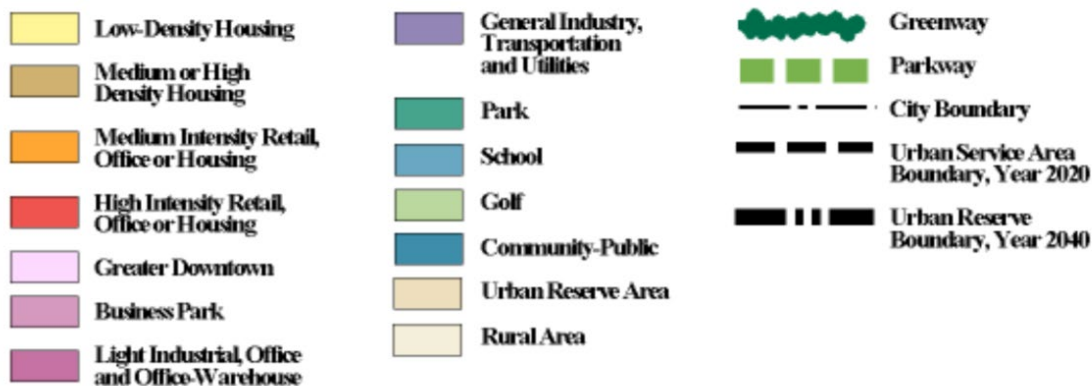
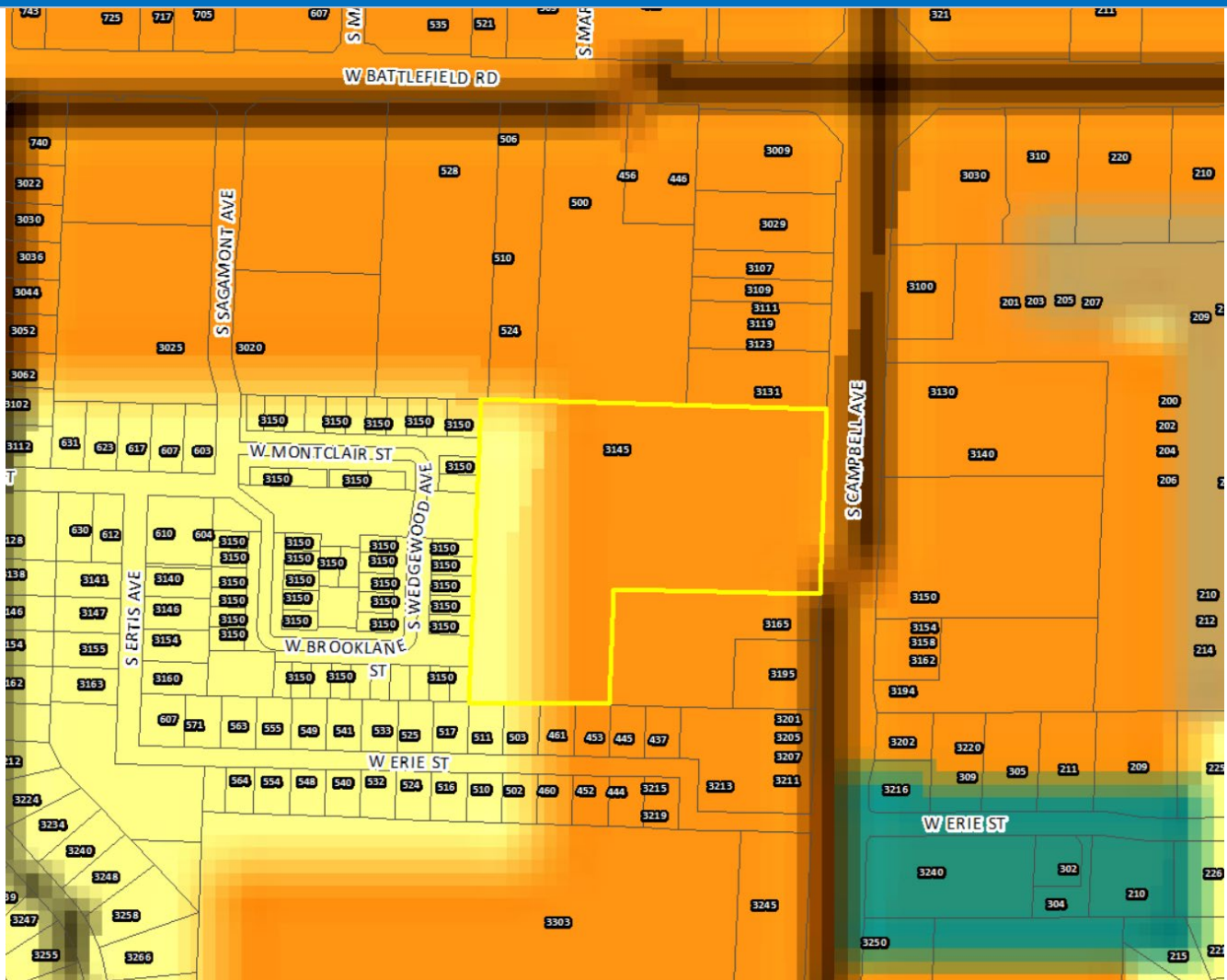


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report

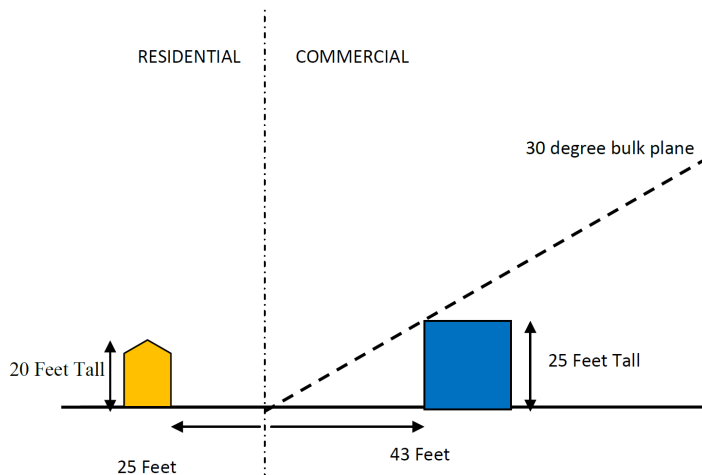
PROPERTY HISTORY:

The subject property was rezoned to Planned Development 25 from C-2 and R-1 in 1983. Since that time, the PD was amended four times with the latest in 1997 to allow for a new automotive sales office.

COMPATIBILITY WITH THE ZONING ORDINANCE:

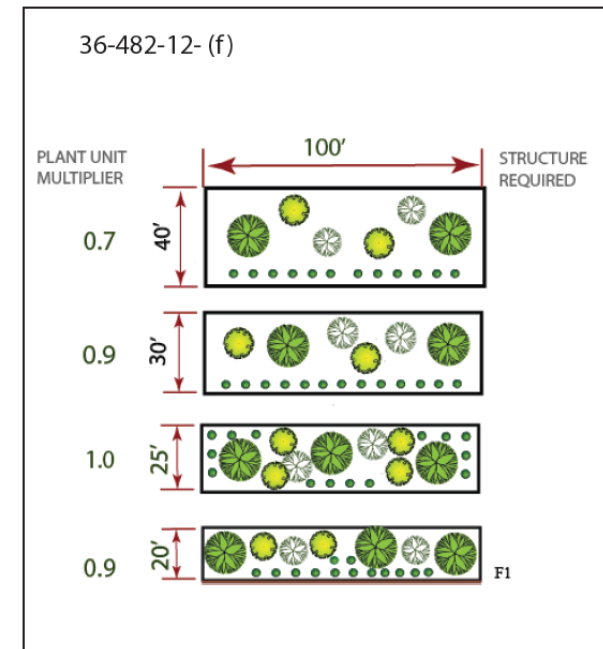
CODE ITEM	REQUIREMENTS FOR HC
Use Limitations	N/A
Maximum Structure Height	None, except that no structures shall be higher than a 30-degree bulk plane adjacent to R-SF or R-TH Districts
Front Yard Setback	25 feet along an arterial street
Side and Rear Setbacks	None, except as required by the supplemental open space and bufferyard requirements
Open Space Requirement	20%
Design Requirements	Standard per code

BULK PLANE



LANDSCAPING

Bufferyard Type "F"



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium Intensity Retail, Office or Housing. Highway Commercial is an appropriate district for this classification. The Major Thoroughfare Plan classifies Campbell Avenue as a primary arterial roadway which supports the proposed land use.

Development Review Staff Report



STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 8.4 acres into a two-lot subdivision named "South Campbell Addition".
2. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.
3. The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. An engineering report was provided by the engineer of record in Attachment 3.

PUBLIC NOTIFICATION:

The property was posted 10 days prior to the Planning and Zoning Commission meeting.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

AT&T COMMENTS:

No comments.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No objections to proposed subdivision, however an electric extension may be required to serve proposed lot 2.

CLEAN WATER SERVICES COMMENTS:

Show whether the two proposed 15 foot sanitary sewer easements are existing on the final plat.

FIRE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Campbell Avenue as a Primary Arterial roadway. The standard right-of-way width for S. Campbell Avenue is 50 feet from the centerline. It does not appear that any additional right-of-way is needed along S. Campbell Avenue. A survey is recommended to determine the exact amount of existing right-of-way. This section of S. Campbell Avenue is under City jurisdiction.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on S. Campbell Avenue south of Battlefield Road is 33,645 vehicles per day. On-street parking is not allowed along S. Campbell Avenue.

DRIVEWAY ACCESS

There are currently two driveway access points to the property from S. Campbell Avenue. Both existing driveway approaches meet minimum spacing requirements for a primary arterial roadway. No additional access will be permitted.

SIDEWALK

There is existing sidewalk along the property frontage of S. Campbell Avenue. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway trails in the area pertaining to this rezoning. There are bus stops along S. Campbell Avenue. 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

Development Review Staff Report



additional trip-ends daily. The City of Springfield does not currently have any plans to make improvements to this section of S. Campbell 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	S. Campbell Avenue	Primary Arterial	No	60	50
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		157	193	2032	N/A
*Proposed Trips Generated		161	197	2065	N/A
Additional Trips Generated		4	4	33	N/A

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

STORMWATER COMMENTS:

The property is in the Inman Creek drainage basin. The 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 is not applicable as there is already existing detention on site that will need to be modified when there is future development. The property is not located in a stream buffer area. Since the project will not be disturbing more than one (1) acre there will not 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
Which Drainage Basin?	Inman Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee-in-lieu an option?	No

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONS OF PLAT APPROVAL

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

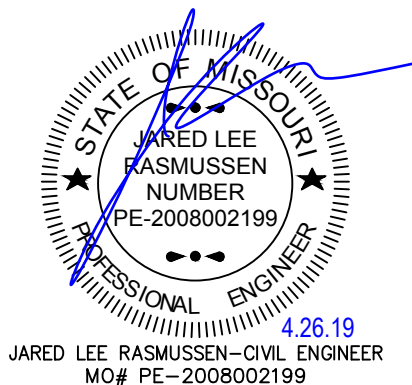
1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required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

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

ENGINEER'S REPORT FOR THE PRELIMINARY PLAT OF SOUTH CAMPBELL ADDITION SPRINGFIELD, MISSOURI

Prepared For:

Tillman Redevelopment, LLC
Strafford, Missouri



April 2019

Olsson Project No. A18-2880

The Developer is seeking to subdivide the approximant 8.36-acres of property into two (2) lots. The property is generally located south of West Battlefield Road, north of West Erie Street, and west of South Campbell Avenue. The 8.36-acres of property is to the north of property zoned Residential Single Family (R-SF) and is to the north and west of property zoned Planned Development District (PDD-248). The 8.36-acres of property is south of property zoned Office District 1 (O-1), General Retail (GR), and Highway Commercial (HC). The property is currently zoned Planned Development District (PDD-25).

GENERAL:

Item 1: Review comments from the pre-development review meeting held on January 17, 2018 have been incorporated in to the Preliminary Plat drawing and in this report.

Item 2: No variances are being requested.

Items 3-11 and 13-16: See the Preliminary Plat for each of these items.

Item 12: There are no existing protective covenants or deed restrictions.

STORMWATER:

Item 17: There are no proposed changes to stormwater flows and all pertinent information is shown on the Preliminary Plat.

Item 18: See the Preliminary Plat for the location of existing and proposed drainage easements to convey on-site and off-site flows.

Item 19: The site has a functional detention facility, as seen on the Preliminary Plat, that will not be modified. Conveyance routes are shown, and easements are provided as needed. No increases in flow are proposed.

Item 20: No sinkholes are known to affect the property.

Item 21: No sinkholes are known to affect the property.

Item 22: Payment in lieu of detention is not being proposed.

Item 23: Does not apply to this site. No sinkholes are known to affect the property.

WATER QUALITY:

Item 24: No construction is proposed at this time, so storm water quality does not apply to

this subdivision. Should redevelopment occur, water quality will be required should the redevelopment increase the existing impervious area by more than 1-acre.

SANITARY SEWER:

Item 25: Sanitary sewer is available to all lots. Sanitary sewer is shown on the Preliminary Plat along with associated easements. No improvements are planned at this time.

Item 26: There are no known capacity issues per the pre-subdivision review.

STREET SYSTEM:

Item 27: According to the street classification as shown in the Major Thoroughfare Plan, the existing adjacent street to the east is South Campbell Avenue. This street is classified as a Primary Arterial.

Proposed streets: There are no proposed streets.

Item 28: According to the street classification as shown in the Major Thoroughfare Plan, the existing adjacent street on the east is South Campbell Avenue and is classified as a Primary Arterial. Primary Arterials require 100-feet of ROW. The existing ROW width is 120-feet. No ROW changes are proposed.

Item 29: See the Preliminary Plat for connectivity and proposed cross-access easement. A cross-access easement will be required across the property frontage of South Campbell Avenue.

Item 30: Does not apply to this site.

Item 31: Does not apply to this site.

Item 32: Existing Sidewalks: Currently, sidewalks exist along South Campbell Avenue and are shown on the Preliminary Plat.

Proposed Sidewalks: There are no proposed sidewalks.

Item 33: A rezoning of the property is be requested in conjunction with the Preliminary Plat. While uses are being added to the proposed zoning, the uses being added will generate less traffic than the current use. Therefore, it was discussed with the City's Traffic staff that a Traffic Impact Statement would not be required.

STREET DESIGN:

- Item 34: The existing adjacent street, South Campbell Avenue, is not programmed for upgrading or construction in the Capital Improvement Program.
- Item 35: The right-of-way width, pavement width and storm water facilities for the existing adjacent streets are as shown on the Preliminary Plat. The proposed pavement width of South Campbell Avenue is shown on the Preliminary Plat and is approximately 73-ft and storm water facility upgrades will not be required.
- Item 36: Does not apply to this site.
- Item 37: Does not apply to this site.

ACCESS:

- Item 38: Cross-access easements are as shown on the Preliminary Plat.
- Item 39: The two access points to South Campbell Avenue, as shown on the Preliminary Plat, do not meet city spacing standards based on street classification. A cross-access easement paralleling South Campbell Avenue is being provided due to the inadequate spacing.
- Item 40: No modifications to the existing access points are proposed.
- Item 41: No access limitations are required.

Attachments: Pre-Development Meeting Notes

ENGINEER'S REPORT FOR TILLMAN SUBDIVISION

Springfield, Missouri

April 2019

Olsson Project No. A18-2880



February 13, 2019

RE: PREDEV2019-00030
3145 S CAMPBELL AVE

Dear: Olsson

Thank you for attending the pre-development review meeting regarding your project. Please note that the following City Departments have indicated in the attached review comments critical issues that may significantly impact the development of your project:

- Building Development Services Review
- City Utilities - Developers Services Review
- ES - Cleanwater Services Review
- ES - Sediment Erosion Control Review
- Fire Review
- Planning - DR Review
- Public Works - Stormwater Review
- Public Works - Traffic Review

NOTE: A complete copy of all of the staff comments is attached.

Based upon your application certain specific permits or other approvals will be needed to complete your project. Some of the primary processes that will affect your project were discussed at the meeting. However, there are numerous processes that may require applications or permits for your project. You and your consultants are advised to review the listing of permits on the City's website at <https://www.springfieldmo.gov/3426/All-Permits>. It is your responsibility to apply for and obtain permits necessary to complete your project.

I will be serving as your primary contact for the duration of this project. If you have questions concerning any aspect of the project, please contact me and I can guide you to the information you need.

You may contact me at the telephone number or email below for further assistance. I am excited that you have chosen Springfield Missouri to build your project.

Sincerely,

Ime Usukumah, AIA
Project Facilitator
Building Development Services
City of Springfield
Ph: (417) 864-1079
Email: iusukumah@springfieldmo.gov
Attachments: Review Comments from Project Dox

Please tell us about your experience with the predevelopment review process and how we can improve by filling out a brief survey at <https://predevelopment.questionpro.com>

Disclaimer: The review comments are general in nature and are meant to inform the owners, designers, architects and engineers of issues that may have a critical impact on the proposed project and to guide your team toward the best possible outcome for your project. These comments should not be relied upon as a detailed or the final review. This summary does not relieve you or consultant from the responsibility to comply with all applicable City codes and ordinances.



PreDevelopment Review Summary

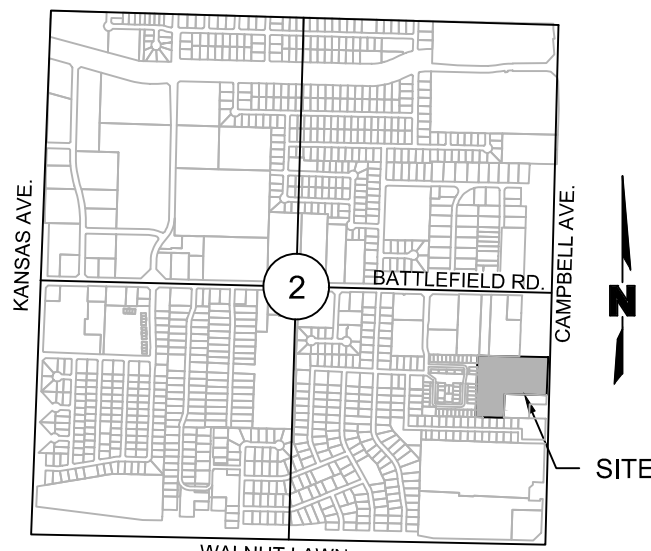
RE: PREDEV2019-00030

Department	Review Comments
Building Development Services Review IME USUKUMAH iusukumah@springfieldmo.gov	Critical Issues: None General: 1. There are no issues splitting the lot. May have to justify that there are adequate off street parking is provided since there will be a reduction of parking with the lot split. 2. The tentative address is for this development is 3161 S. Campbell Avenue.
City Utilities - Developers Services Review PAM NELSON pam.nelson@cityutilities.net	Critical Comments: No critical comments. General Comments: CU has no issue with subdividing property as shown. There are gas, water and electric facilities available to serve this lot for final intended use. There are 2 existing electric services on this property at this time. For questions at this time, please contact CU Developer Services at 831-8888.
ES - Cleanwater Services Review MATT TAYLOR mtaylor@springfieldmo.gov	No critical issues. 1. Both lots have access to public sewer. There is also a public sewer main located on the west line of the 1 acre tract. 2. These comments apply to the subdivision only. Additional comments will be made when a site or building plan has been submitted.
ES - Sediment Erosion Control Review SARAH DAVIS	If future construction on lot 1 will result in 1 acre of disturbance, a City Land Disturbance Permit will be required.
Fire Review BEN BASHAM bbasham@springfieldmo.gov	no comments
Planning - DR Review KYLE MCGINNIS kmcginnis@springfieldmo.gov	This proposal will require a major subdivision. The applicant's applicant's primary contact for this process will be Senior Planner Daniel Neal. Staff has reviewed the language of the PD internally and has determined that a commercial carwash would be permissible on this site.
Public Works - Stormwater Review JULIE HAWKINS jhawkins@springfieldmo.gov	1. Detention is provided for this site and there is private stormwater piping that would connect the proposed lot to the detention. The private piping should be shown in a drainage easement.
Public Works - Traffic Review DERRICK ESTELL destell@springfieldmo.gov	CRITICAL COMMENTS: 1. A cross-access easement will be required across the property frontage of S. Campbell Avenue, as the existing driveway approaches along the west side of S. Campbell Avenue do not meet the minimum spacing requirement for a primary arterial roadway. GENERAL COMMENTS: 2. There does not appear to be any work taking place within public right-of-way. If this changes, a separate permit will be required. 3. Any new/modified driveway approach must be compliant with current City Standard ST-9. 4. Any new/modified parking must be compliant with current City Standard ST-6.

ATTACHMENT 4

PRELIMINARY PLAT
SOUTH CAMPBELL ADDITION
PART OF THE S½ OF THE NE¼ OF THE SE¼
SECTION 2, TOWNSHIP 28 NORTH, RANGE 22 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

LEGEND			
○	Found 5/8" Rebar (Except As Noted)	⊕	Sign
●	Set 1/2" Rebar w/Plastic Cap, "LC 366"	⊙	Steel Post
■	Set 5/8" Rebar w/Aluminum Cap, "LC 366"	⊗	Storm Manhole
(D)	Deeded	⊠	Traffic Control Box
(M)	Measured	⊞	Transformer
SBL	Setback Line	○	Vent Pipe
○	Bush	⊗	Water Valve
⊞	Electric Box	⊞	Wood Post
⊞	Electric Cabinet	— P-OH	Overhead Electric
⊞	Electric Meter	— FO	Fiber Optic Line
⊞	Electric Vault	— CG	Natural Gas Line
⊞	Fiber Optic Box	— SS	Sanitary Sewer Line
⊞	Fiber Optic Pedestal	— SD	Storm Sewer Line
⊞	Fire Hydrant	— TEL	Telephone Line
⊞	Gas Meter	— W	Water Line
⊞	Grate Inlet	— x	Barbed Wire Fence
⊞	Guy Wire	— o	Chainlink Fence
⊞	Light Pole	—	Wood Fence
⊞	Power Pole	▨	Asphalt Pavement
⊞	Sanitary Cleanout	▨	Concrete Pavement
⊞	Sanitary Manhole		

LOCATION MAP
Sec. 2, T-28-N, R-22-W
Scale: 1"=2000'

DEED DESCRIPTION - Book 2018, Page 469-18

Tract I:

Commencing at the Northeast corner of the South One-Half (S½) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Two (2), Township Twenty-Eight (28), Range Twenty-Two (22), of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), a distance of 413.64 feet; thence North 88°48'08" West a distance of 486.56 feet to the Point of Beginning; thence South 02°13'09" West, a distance of 246.22 feet, to a point being on the North line of Ertis Johnson Addition, a Recorded Subdivision in the City of Springfield, Greene County, Missouri; thence North 88°35'14" West, along the North line of said Ertis Johnson Addition, a distance of 300.00 feet; thence North 02°13'09" East a distance of 245.09 feet; thence South 88°48'08" East, a distance of 300.00 feet to the Point of Beginning, all being a part of the South One-Half (S½) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Two (2), Township Twenty-Eight (28), Range Twenty-Two (22), in the City of Springfield, Greene County, Missouri.

Tract II:

Commencing at the Northeast corner of the South One-Half (S½) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Two (2), Township Twenty-Eight (28), Range Twenty-Two (22), of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), a distance of 19.40 feet; thence North 88°40'27" West, a distance of 48.80 feet for a Point of Beginning, said point being on the West Right-of-Way line of Campbell Avenue; thence South 02°13'09" West along the West Right-of-Way line of said Campbell Avenue, a distance of 394.28 feet; thence North 88°48'08" West, a distance of 736.00 feet; thence North 02°13'02" East, a distance of 396.25 feet; thence South 88°40'27" East, a distance of 736.00 feet to the Point of Beginning; all in the City of Springfield, Greene County, Missouri.

INFORMATION OF FACT

1. This survey and plan is based upon the following data and/or exceptions:

	Yes	No	Item
a) Deed of Record	x		Deed Book 2018, Page 469-18
b) Filed Maps	x		Wren Hollow Ph 1; Amended Wren Hollow Ph 2; Ertis Johnson Addition
c) Title Search/Binder	x		Hogan Land Title Company, Commitment No. 1709163

2. Certified To: South Campbell Investments, LLC

This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed on April 5, 2019, by me or under my direct supervision, in accordance with the rules and regulations promulgated by the "State Board of Professional Engineers and Land Surveyors". The information depicted hereon, to the best of my knowledge and belief, represents the conditions found at, and as of the date of the field survey, except such improvements or easements, if any below the surface and not visible. Accordingly the undersigned professional is not responsible for the presence of underground utilities or structures, if same are not visible or otherwise disclosed by any aforementioned data listed above.

3. This survey or plan is made for and certified to the parties named hereon for the purpose(s) stated. No other purpose is intended nor implied. The undersigned professional is neither responsible nor liable for the use of this plan beyond its intended purpose.
4. The use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the undersigned professional's knowledge, information and belief, and in accordance with the commonly accepted procedure consistent with the applicable standards of practice, and does not constitute a warranty or guarantee either expressed or implied.
5. Current Zoning: Planned Development 25, 4th Amendment
6. The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 29077C0341E, Effective Date December 17, 2010 shows this property is located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain.)
7. Olsson and the surveyor of record make no guarantees that the underground utilities shown hereon comprise all such utilities in the area, either in service or abandoned. Olsson and the surveyor of record further does not warrant that the underground utilities shown are in the exact location indicated. Olsson and the surveyor of record have not physically located the underground utilities. If any underground utility locations are required, they will have to be verified by field potholing the utilities. Olsson and the surveyor of record shall not be liable for the location of or the failure to note the location of non-visible utilities. Utilities were ordered to be located per one-call ticket number 190921200. The companies listed on the ticket are ATT Distribution, Mediacom, City of Springfield (Sewer & Traffic) and City Utilities (Electric, Gas, Water & Fiber).

CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:

That I, Roddy G. Neff, do hereby certify to South Campbell Investments, LLC, that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson, Inc., dated April 18, 2019, and signed by Roddy G. Neff, RLS 2671, and that the monuments and lot corner pins shown herein were placed under the personal supervision of Roddy G. Neff, RLS 2671, in accordance with the current Missouri Standards For Urban Property Boundary Surveys.

Roddy G. Neff

Roddy G. Neff, MO RLS 2671
Olsson, Inc., MO LC366
rgneff@olsson.com4-26-19
Date

Preliminary Plat of South Campbell Addition

olsson

Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St. TEL 417.890.8802
Springfield, MO 65806 FAX 417.890.8805 www.olsson.com

NOTES

- Maintenance of any area referred to or shown as right-of-way, easement, or common area is the responsibility of the Property Owner's Association.
- Centerline bearing of street is the same as adjacent lot line.
- No structures are to be built between right-of-way and setback lines.
- No fences, plantings or obstructions other than mailboxes are permitted within the limits of any right-of-way or drainage easement.
- 1/2" Iron Bar w/ plastic cap "LC 366" set at all lot corners (except as noted).
- Stormwater from Lot 2 shall be conveyed through the existing underground storm sewer system. The Lot 2 stormwater will discharge to the existing detention and stormwater quality basin on Lot 1 where it will be detained and treated. No additional detention or stormwater quality improvements are required.

PREPARED FOR

South Campbell Investments LLC
3337 E. Ridgeview Street
Springfield, MO 65804

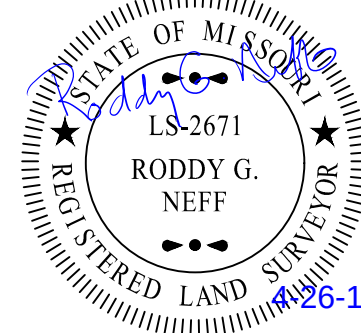
PREPARED BY

Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

DEVELOPMENT NOTES

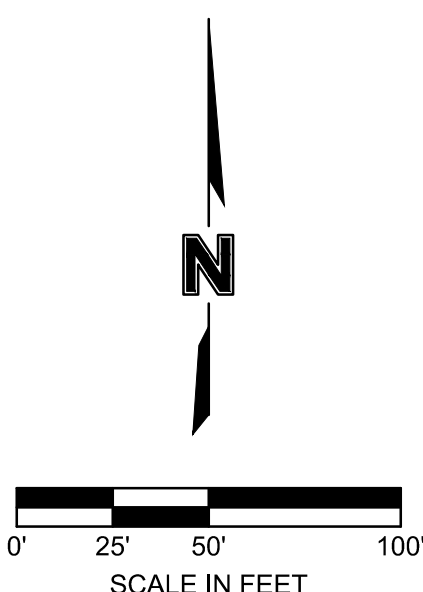
Total Area: 364,217± sf - 8.361± Acres
Total No. of Lots: 2
Smallest Lot: Lot 2 - 43,560± sf (1,000± Acres)
Largest Lot: Lot 1 - 320,657± sf (7,361± Acres)
Source of Title: Book 2018, Page 469-18
Prel. Plat Submittal: PDD-25, 4th Amendment
Current Zoning: HC with Conditional Overlay
Proposed Zoning:

Buffering Requirements for HC (Highway Commercial District) per City of Springfield Zoning Ordinance:
Front yard: 25 feet
Side yard: none
Rear yard: none

1-800-DIG-RITE or 811
www.motcall.com

drawn by:	DATE	REVISION	BY
CDA	04.18.19	Original Preparation	CDA
surveyed by:			
BJP			
checked by:			
RGN			
approved by:			
RGN			
project no.:			
018-2880			
file name:			
V_PPLT_0182880			

USER: cornold

DWG: F:\2018\2501-3000\018-2880\40-Design\Survey\SRV\Sheets\V_PPLT_0182880.dwg
DATE: Apr 18, 2019 1:47pm
XREFS: V_XTOPO_0182880 V_XBNDY_0182880

BASIS OF BEARINGS
Grid North based on Missouri State Plane Coordinate System 1983 by use of MoDOT continuously operating GNSS RTK Network Central Zone
Site Grid Factor: 0.99993778
N: 483,227.063 E: 1,408,541.313
DATUM
Elevations based on NAVD 88 by use of MoDOT continuously operating GNSS RTK Network