Agenda
City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

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

Upcoming Council Meeting Agenda
August 12, 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 15, 2019 And July 29, 2019 City Council Meetings And August 6, 2019 Special 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 MEETINGS.**
6. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.**
7. **Council Bill 2019-173. (Simpson)**

   A special ordinance approving a Petition to Establish the Galloway Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City and the Galloway Community Improvement District; and authorizing City officials to take

certain actions to comply with the intent of this Ordinance.

Documents:

2019-173.PDF

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

9. **Council Bill 2019-180. (Simpson)**

A resolution granting a Short-Term Rental Type 2 Permit for the property located at 4553 South Graystone Court, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to General Ordinance 6497.

Documents:

2019-180.PDF

10. **Council Bill 2019-181. (Ollis, Hosmer, Lear, And McGull)**

A resolution initiating amendments to the Springfield Land Development Code for the purpose of defining and regulating tiny houses, tiny house communities, and other similar land uses.

Documents:

2019-181.PDF

11. **Council Bill 2019-182. (McClure)**

A resolution establishing the "Comprehensive Plan – Forward SGF Advisory Team" for the purpose of providing additional citizen engagement and participation during the City's comprehensive planning process.

Documents:

2019-182.PDF

12. **EMERGENCY BILLS.**

13. **PUBLIC IMPROVEMENTS.**

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

15. **Council Bill 2019-183. (Lear)**

A special ordinance authorizing the City Manager, or his designee, to execute a contract between the City of Springfield and the Missouri Highways and Transportation Commission, providing for a grant of funds under Section 305.230, RSMo, to the City, by and through the Springfield-Branson National Airport Board in the amount of $260,000.00, for air service marketing and promotion of the Springfield-Branson National Airport; amending the budget of the Airport Board in the amount of $288,888.00 which includes matching funds in the amount of $28,888.00 from the Airport Board; and declaring that this bill qualifies for approval in one reading.

Documents:

2019-183.PDF

16. **AMENDED BILLS.**

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

18. **Council Bill 2019-184. (Schilling)**

A special ordinance vacating approximately 1.15 acres of public right-of-way between the 4600 and 4700 block of South Lyon and Campbell Avenue. (Staff and Planning and Zoning Commission both recommend approval with conditions.)

Documents:

2019-184.PDF

19. **Council Bill 2019-185. (McGull)**

A special ordinance authorizing the issuance of Conditional Use Permit No. 437 for the purpose of allowing an electronic message center sign in the R-SF, Residential Single-Family District, generally located at 1551 East Portland Street.

Documents:

2019-185.PDF

20. **Council Bill 2019-186. (Ferguson)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 0.17 acres of property, generally located at 613, 615, and 617 West Division Street, from R-SF, Single-Family Residential District to LB, Limited Business District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Alfred and Sandra Mase; 613, 615, and 617 West Division Street; Z-17-2019.)

Documents:

2019-186.PDF

21. **Council Bill 2019-187. (Ferguson)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 25.3 acres of properties generally located at the 2200 Block of North Golden Avenue and the 3200 Block of West Turner Street, from LI, Light Industrial District to HM, Heavy Manufacturing District, subject to certain conditions; and adopting an updated Official Zoning Map. (By: Doing Leasing & Equipment LLC; 2200 Block of North Golden Avenue & 3200 Block of West Turner Street; Z-16-2019.)

Documents:

2019-187.PDF

22. **Council Bill 2019-188. (Ferguson)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 18.02 acres of property, generally located at 1024 North West By-Pass, from R-SF, Single Family Residential District and GM, General Manufacturing District to HM, Heavy Manufacturing District; establishing Conditional Overlay District No. 174; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: South Campbell Investments LLC; 1024 North West By-Pass; Z-13-2019 w/Conditional Overlay District No. 174.)

Documents:

2019-188.PDF

23. **Council Bill 2019-189. (Ollis, Lear, Hosmer, And McGull)**

A general ordinance amending Chapter 98 of the City Code, Article VII, 'Encroachments on City Property,' sections 98-323 and 98-325; and amending Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Division 5, 'Supplemental District Regulations,' section 36-454; for the purpose of modifying the City's sign regulations to allow for the administrative approval of certain encroachments on City right-of-way, modifying the insurance requirements for certain encroachments, and increasing the authorized size of certain signs. (Recommended by Plans and Policies Committee.)

Documents:

2019-189.PDF

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

25. **Council Bill 2019-190. (Hosmer)**

A special ordinance calling an election on Tuesday, November 5, 2019, in the City of Springfield, Missouri, to submit to qualified voters the question of whether to continue a one-eighth of one percent (1/8-cent) transportation sales tax on retail sales within the City for a period of twenty years; authorizing the City Clerk to do all things necessary and convenient to submit said question; and declaring an emergency.

Documents:

2019-190.PDF

26. **Council Bill 2019-191. (Fisk)**

A special ordinance calling an election on Tuesday, November 5, 2019, in the City of Springfield, Missouri, to submit to qualified voters the question of whether to continue a three-quarters of one percent (3/4-cent) sales tax on retail sales within the City for the sole purpose of providing revenues for the Springfield Police Officers' and Fire Fighters' pension system; providing for a sunset on the tax at the earlier of either the end of five years from the date of commencement of collection of the renewed tax or the pension system fund reaching a fully-funded status; and declaring an emergency.

Documents:

2019-191.PDF

27. **PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.**

Mr. Mike Hopkins wishes to address City Council.

Ms. April McKnight wishes to address City Council.

Mr. Midas Brown wishes to address City Council.

28. **NEW BUSINESS.**

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

29. **UNFINISHED BUSINESS.**

30. **MISCELLANEOUS.**

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

32. **Council Bill 2019-192. (Fisk)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Joint Funding

Agreement with the United States Department of the Interior for the purpose of operating and maintaining four streamgages.

Documents:

2019-192.PDF

33. **Council Bill 2019-193. (Ollis)**

A special ordinance authorizing the City Manager, or his designee, to enter into an Encroachment License Agreement with RollinFox, LLC, d/b/a The Hepcat, to allow for the construction, installation and maintenance of a kitchen exhaust fan vent over the public right-of-way at 220 South Campbell.

Documents:

2019-193.PDF

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

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

36. **Council Bill 2019-174. (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to enter into an Encroachment License Agreement with Hiland Dairy Foods Company, LLC, to allow for the construction, installation and maintenance of a fiber optic cable underneath the public right-of-way in the 2400 block of North National Avenue.

Documents:

2019-174.PDF

37. **Council Bill 2019-175. (McClure)**

A special ordinance adopting and authorizing the Mayor to execute the First Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Anita J. Cotter, setting out the terms and conditions of her employment as City Clerk; and authorizing payment of salary and benefits to Anita J. Cotter in accordance with the provisions set forth therein.

Documents:

2019-175.PDF

38. **Council Bill 2019-176. (McClure)**

A special ordinance adopting and authorizing the Mayor to execute the First Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Jason A. Gage, setting out the terms and conditions of his employment as City Manager; and authorizing payment of salary and benefits to Jason A. Gage in accordance with the provisions set forth therein.

Documents:

2019-176.PDF

39. **BOARD CONFIRMATIONS.**

Confirm the following appointments to the Ozarks Transportation Organization: Councilman Mike Schilling to fill a City Council position; Councilman Andrew Lear to fill a City Council position; Councilman Matthew Simpson to fill in as an alternate position; and Mayor Ken McClure to fill in as an alternate position.

Confirm the following reappointment to the Springfield-Greene County Parks Board: Sid Needem with term to expire June 1, 2022.

Confirm the following appointments to the Art Museum Board: Tara Benson, Calie Holden, and Linda Passeri 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. X
Pgs. 50
Filed: 07-23-19

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 173 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a Petition to Establish the Galloway Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City and the Galloway Community Improvement District; and authorizing City officials to take certain actions to comply with the intent of this Ordinance.

WHEREAS, Sections 67.1401 to 67.1571 RSMo. (the "CID Act") authorize the governing body of any municipality, as defined in the CID Act, upon a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, on June 19, 2019, a Petition to Establish the Galloway Community Improvement District (the “District”) was filed with the City Clerk; and

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

WHEREAS, City Council held a public hearing on July 29, 2019, at which all persons interested in the formation of the District, were allowed an opportunity to speak and at which time City Council heard all protests and received all endorsements.

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

Section 1 – There is hereby created the Galloway Community Improvement District within the City of Springfield, Missouri, as a political subdivision of the State of Missouri, having the powers and purposes set forth in the petition, the original of which is on file with the City Clerk and a copy of which is attached hereto and incorporated herein by this reference as “Exhibit 1.”

Section 2 – Pursuant to the Petition, the existence of the District shall automatically terminate if the District has not, within six months of passage of this Ordinance, duly approved and executed a binding cooperative agreement with the City, in substantial conformance with the agreement attached hereto as “Exhibit 2.”

Section 3 – The City Manager, or his designee, is hereby authorized to enter into the Cooperative Agreement, in substantially the same form presented as “Exhibit 2,” and to do all things reasonable and convenient to comply with the terms and intent of this Ordinance.

Section 4 – The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development the report specified in Subsection 6 of Section 67.1421 of the Community Improvement District Act, and to further notify the Office of the Greene County Clerk of the District’s petition and establishment.

Section 5 – The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes, or additions to the foregoing documents herein approved, authorized, and confirmed which they may approve and the execution of such action shall be conclusive evidence of such necessity or advisability.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019- 173

FILED: 07-23-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Approving a Petition to Establish the Galloway Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City and the Galloway Community Improvement District; and authorizing City officials to take certain actions to comply with the intent of this Ordinance.

BACKGROUND INFORMATION: A petition has been filed with the Springfield City Clerk, in accordance with Sections 67.1401 to 67.1571, RSMo. ("CID Act"), to establish the Galloway Community Improvement District. The proposed District is generally located along a one-mile section of South Lone Pine Avenue that extends south from a point located approximately 500 ft north of East Lacuna Street to East Republic Road. It encompasses approximately 87.74 acres of land, including Sequiota Park, the original town of Galloway, and portions of the Galloway Creek Greenway Trail. The District will be a political subdivision of the State of Missouri and have a life of 20 years. It will be governed by a board of directors consisting of a minimum of five and a maximum of 30 directors, all of whom shall be over the age of 18 and be either a real property owner, business owner, or registered voter in the District. At least one of the directors shall be a representative of the Springfield-Greene County Park Board. The initial board named in the Petition will have 15 directors. All successor directors will be appointed by the Mayor with the consent of the City Council.

The Galloway Community Improvement District will have the power to impose a sale and use tax at a maximum rate of one percent (1%) on all retail sales made within the District that are subject to taxation pursuant to state law. Such tax shall be subject to the approval of the registered voters in the District by a mail-in ballot election administered by the Greene County Clerk. If approved, the District will use the sales and use tax revenues to fund various public improvements and services directed towards beautification, improved walkability and public safety, and marketing the District as a vibrant and unique mixed-use corridor in Springfield. These services and improvements will complement and enhance both existing and future planning and development initiatives in the District. CID projects include but are not limited to the following:

- Renovation or new construction of public right-of-way improvements along and adjacent to South Lone Pine Avenue such as signage, lighting, street furniture, sidewalks, pedestrian crossings, and trail connections;
- Construction of additional public parking;
- Installation and maintenance of holiday lighting and decorations;
- Cleaning and maintenance of public sidewalks, alleys, and parking lots;
- Removal of trash from public sidewalk receptacles;
- Mowing and landscaping of public right of ways and District owned property;
- Additional police, safety and security services;
- Public parking enforcement; and

- Marketing and image enhancements, such as maintaining a website, publishing visitor guides and maps, and installing and banners on public property.

The Petition recognizes both Sequiota Park and the Galloway Creek Greenway Trail as important public amenities that are integral to the District. To ensure future coordination and mutual success, the Petition requires District projects that are adjacent to the Park or Greenway Trail be done in consultation and cooperation with the Greene County Park Board.

State law requires the Petition to be signed by real property owners collectively owning more than 50% of the real property by assessed value and by more than 50% per capita of all owners of real property inside the District. The City Clerk has certified that the Petition meets those requirements. It contains the signatures of 52% (13 out of 25) of the real property owners in the District, whom collectively own 85.42% of the total assessed value of real property inside the District.

In order to reimburse the City for costs incurred to establish the District, review reimbursable project costs and annual budgets, and participate in certain district functions, the District will pay the City an administrative fee equal to one and one-half percent (1.5%) of the sales and use taxes it collects on a quarterly basis.

The Cooperative Agreement between the City of Springfield and the Galloway Community Improvement District specifies how the District sales and use tax revenue will be collected and disbursed. Under this agreement, the Missouri Department of Revenue will collect the District sales and use tax and deposit the revenues into a special trust account created by the District. The District shall use the funds to pay for CID projects. Prior to disbursement of funds, the District shall submit a Certificate of Completion and Reimbursable Project Costs to the City, verifying the CID projects are completed and the reimbursable costs are indeed associated with the CID projects. Documentation in the form of receipts, invoices, etc. will be required to confirm the costs were in fact incurred.

REMARKS: The Petition has been certified by the Springfield City Clerk as a proper petition in accordance with the CID Act. Staff recommends approval.

Submitted by:

Matt D. Schaefer, AICP, Senior Planner

Recommend by:

Mary Lilly Smith, Director

Jason Gage, City Manager

Exhibit 1

PETITION TO ESTABLISH THE

GALLOWAY
COMMUNITY IMPROVEMENT DISTRICT

Springfield, Greene County, Missouri

Submitted March 29, 2018

CLERK'S RECEIPT OF PETITION

This Petition to establish the Galloway Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 19th day of June 2019.

[SEAL]

Anita J. Cotter, CMC/MRCC
City Clerk

City Clerk Verification

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

1. A petition to establish the Galloway Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 19th day of June 2019.

2. I have reviewed the petition and have determined on July 5, 2019, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.

Date: 7-5-19

Anita J. Cotter

Anita J. Cotter, CMC/MRCC
City Clerk

PETITION TO ESTABLISH THE
GALLOWAY COMMUNITY IMPROVEMENT DISTRICT

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

The undersigned (the "Owners"), being the owners of record of more than fifty percent (50%) by assessed value of the real property within the boundaries of the Galloway Community Improvement District (the "District") and the owners of record of more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District, do hereby petition and request that the City approve and establish the Galloway Community Improvement District in order to fund all or part of the cost of services and public improvements provided and made within the District under the authority of Sections 67.1401 to 67.1571, R.S.Mo. (the "Community Improvement District Act" or "Act") in accordance with this Petition.

1. Legal Description and Map of District Boundaries; Property Areas; Ownership.

The legal description of the District is attached hereto as Exhibit A. A map illustrating the District boundaries is attached hereto as Exhibit B. The boundaries of the District are contiguous. The Owners are the owners of more than 50% by assessed value of the real estate within the District and the owners of more than 50% per capita of all owners of real property within the boundaries of the District.

2. Name of District.

The name of the District is the "Galloway Community Improvement District."

3. Signatures May Not Be Withdrawn Later Than Seven Days After Submittal.

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

4. Five-Year Plan.

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

5. Type of District.

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

6. Board of Directors.

The District will be governed by a board of directors (the "Board"), whose members (each a "Director") shall be qualified, nominated, and appointed pursuant to the provisions set forth

below. The Board shall consist of a minimum of five (5) and a maximum of thirty (30) voting Directors. The Board shall at all times have a Director who is the legally authorized representative of the Springfield-Greene County Park Board ("Park Board"). The number of Directors shall be determined by the Board by resolution adopted from time to time. At all times, a majority of the members of the Board shall be Property Owners or Property Owner Representatives (as described below).

A. **Qualifications of Directors.**

Voting Directors, with the exception of the Park Board Appointed Director that is addressed below, shall meet the following requirements:

1. Be at least 18 years of age; and

2. Be either :

    a. A Property Owner – an owner of real property as defined in the Act;
    b. A Property Owner Representative – the legally authorized representative of an owner of real property in the District (nominated and approved by a Property Owner);
        i. One voting Director position shall at all times be a legally authorized representative of the Park Board ("Park Board Representative"), representing the Park Board, which is a Property Owner and service provider within the District (nominated and approved by the Park Board).
    c. A Business Owner – an owner of a business operating within the District;
    d. A Business Owner Representative – the legally authorized representative of the owner of a business operating within the District (nominated and approved by a Business Owner); or
    e. A registered voter residing within the District as defined in the Act.

3. All voting Directors must meet requirement A.1. above, and a minimum of one (1) of the requirements set out in A.2. above at all times. In the event a Director fails to meet the above qualifications at any time during the Director's term (for example, a registered voter no longer resides in the District), the Director shall immediately be ineligible to be a Director and shall be removed from and replaced on the Board. Furthermore, any Director that is qualified to serve on the Board as either a Property Owner Representative or a Business Owner Representative may be removed from the Board at any time at the discretion of the Property Owner or Business Owner who authorized such representative.

4. One voting Director shall at all times be a legally authorized representative of the Springfield-Greene County Park Board ("Park Board"), who is at least 18 years of age.

B. **Initial Board.**

The initial Board shall consist of 15 Directors, and the Owners hereby propose and appoint, and the City hereby confirms and approves, the following slate of Directors to serve as the initial Board, for the staggered terms set forth below:

NAME	TYPE	TERM
Jessica Pearson	Property Owner	4-year
Amie Vandamme	Property Owner	4-year
Dusty Emmert	Property Owner	4-year
Rhett Smillie	Property Owner	4-year
Kelly Oosterhuis	Property Owner	4-year
Debra Moore	Business Owner	4-year
Jennifer Duensing	Business Owner	4-year
Bob Belote	Park Board Representative	2-year
Derek Shimeall	Business Owner	2-year
Sam Coryell	Property Owner	2-year
Thomas H Hearne	Business Owner	2-year
Richard Kennedy	Property Owner	2-year
Dr. Jamie Kurucz	Property Owner	2-year
Jarad Johnson	Business Owner	2-year
Jeff Haymes	Property Owner	2-year

The initial Directors named above shall serve for the terms set out opposite their names or until their successor is appointed in accordance herewith, and their successors shall serve for four-year terms or until their successor is appointed in accordance with the Act. If so appointed, there shall be no limits on the number of times a person may serve as a Director and there shall not be any term limits.

C. **Nomination of Directors.**

The sitting Directors of the Board and any other individuals selected by Board shall be the nominating committee for any open positions on the Board. The nominating committee shall solicit potential candidates for the Board and prepare a slate of Directors to fill any vacant or expiring positions on the Board. In preparing the slate, the nominating committee shall adhere to the board criteria stated herein.

The procedures and guidelines outlined above shall not apply to the Park-Board Representative. The Board shall solicit a nominee from the Park Board who has been nominated, appointed and approved by the Park Board, and said Park

Board nominee shall be included with the slate of Board nominees submitted to the City Clerk for approval by the Mayor as set out herein

D. **Successor Directors.**

Successor Directors, whether to serve a new term or to fill a vacancy on the Board, shall be appointed in accordance with the Act and as provided herein, and shall be selected from the slate of nominees submitted to the City Clerk by the Board. The City Clerk shall immediately deliver the slate to the Mayor. The Mayor, with consent of City Council, as evidenced by an approved Resolution, may appoint the successor Directors according to the slate submitted. In the event the Mayor or City Council rejects the slate submitted, the Board shall submit an alternate slate for consideration by the Mayor and City Council, following the procedure outlined above. This procedure shall continue until the successor Directors are appointed by the Mayor with the consent of City Council.

E. **Removal of Directors.**

Any Director may be removed for cause or to ensure the qualifications set forth herein, pursuant to the provisions of the Act. In the event for any reason a Director is not able to serve his or her full term or is removed from the Board for any reason ("Exiting Director"), any vacancy on the Board shall be filled by appointment of an interim director ("Interim Director") to serve out the remainder of the vacated board position and which shall be nominated by the remaining Directors, or nominated by the Park Board if the vacancy is for the Park Board Representative, and appointed by the Mayor as described above. Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth in this Petition, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director. Provided, however, that the failure to meet such representation requirements shall not affect the Board's authority to hold meetings, exercise any of the District's powers or take any otherwise lawful action, assuming a lawful quorum to do so.

F. **Galloway Village Neighborhood Association.**

The Galloway Village Neighborhood Association (the "GVNA") shall be entitled to attend and participate in Board activities by and through one (1) appointed representative of the GNVA, but the GVNA representative shall not be a voting member of the Board. If the GVNA chooses to participate, they shall be entitled to receive Board meeting notices, participate in Board discussions, and serve on Board committees. The GVNA shall select one (1) representative to fulfill the organization's role through their own internal approval processes, and such representative shall be confirmed by vote of the Board. GVNA notices shall be provided to the GNVA at such address as indicated

by the GVNA. The GVNA representative shall not have a specific term since such person does not hold a position on the Board. The GVNA and its representative may be removed and excluded from all Board activities at any time and at the discretion of the Board or the GVNA. The initial GVNA representative shall be Melanie Bach.

7. Total Assessed Value.

As of the date of submittal, the total assessed value of all real property located within the District is $1,735,460 based on the assessments of the Greene County Assessor.

8. Determination of Blight.

The District does not seek a determination of blight.

9. Life of District.

Subject to the provisions or Section 13 of this Petition, the District will continue for a period of twenty (20) years following the effective date of the ordinance establishing the District.

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

A. License and Real Estate Taxes.

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

B. Sales and Use Taxes.

The District may impose a sales and use tax, at a maximum rate of one percent (1.0%), on all retail sales made in the District which are subject to taxation pursuant to Sections 144.010 to 144.525, R.S.Mo., except sales of motor vehicles, trailers, boats or outboard motors and sales to public utilities, and providers of communications, cable, or video services (the "CID Sales Tax"). The CID Sales Tax shall be approved by a majority of the qualified voters in the District by mail-in ballot as required by Section 67.1545, R.S.Mo.; provided the District shall follow the mail-in ballot election procedure as prescribed for imposing real estate taxes per Section 67.1551, RSMo.

NOTE: Under Section 144.030.2(17) R.S.Mo., sales made by or on behalf of the Park Board in conjunction with events sponsored by the Park Board are tax exempt.

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

The District will not impose special assessments.

12. Intergovernmental Agreement Relating to CID Sales Tax Revenue Collection and Distribution.

Within six (6) months following the establishment of the District and prior to distribution of any CID revenues to the District for eligible project costs, the District and the City shall enter into an intergovernmental agreement (the "Agreement") that shall reasonably provide for the collection and administration of the District revenues, the method of certifying eligible project costs, payment of ongoing District operating costs, disbursement of District revenue, and other rights, duties, and obligations of the District and the City for the operations of the District. The Agreement shall provide for an administrative fee equal to one and one half percent (1.5%) of the CID Revenues to be paid to the City as a fee for its administrative services performed for the District.

13. Limitations on Borrowing Capacity.

The District will have the authority to borrow funds from any public or private source and issue obligations and provide security from or through the District for the repayment of same as provided by the Act and as otherwise provided by law.

14. Limitations on Revenue Generation.

The Owners do not desire to establish any limitations on the revenue generation of the District.

15. Other Limitations on District Powers.

The District will have the authority and powers granted to community improvement districts and political subdivisions under the Act and as otherwise provided by law.

16. Annual Reports and Meetings.

The District shall comply with the reporting and meeting requirements described in R.S.Mo. § 67.1471 and §105.145, and acknowledges that such meetings shall be open to the public.

17. Request for Ordinance Establishing District.

The Owners respectfully request the City Council of the City of Springfield, Missouri to establish the District in accordance with this Petition.

18. Severability.

If any provision of this Petition shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions or this Petition or for any other reason, such

circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

[Remainder of page left intentionally blank. Signature Pages follow]

Signature Page to Petition to Establish the
Galloway Community Improvement District

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Galloway Community Improvement District according to the preceding Petition.

Name of Owner:_____

Owner's Telephone Number:_____

Owner's Mailing Address:_____

If Signer is different from Owner:

Name and Title of Signer:_____

Basis of Signer's Legal Authority to Sign:_____

Signer's Telephone Number: _____

Signer's Mailing Address: _____

If the Owner is an individual, state if owner is single or married:_____

If Owner is not an individual, state what type of entity:

Signature pages are on file in the office of the Springfield City Clerk.

Owner's Property within District

Parcel Number	**Assessed Value**	**Map**
_____	_____	[Attach map of parcel to sig. page] [Attach map of parcel to sig. page] [Attach map of parcel to sig. page]
_____	_____	
_____	_____	

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. Signatures may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

By: _____ _____

Signature of Person Signing for Owner Date

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

Before me personally appeared _____, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this ___ day of _____, 20____.

_____

Notary Public

My commission expires: _____

EXHIBIT A
TO
PETITION TO ESTABLISH THE
GALLOWAY COMMUNITY IMPROVEMENT DISTRICT

Legal Description of District Boundary

A TRACT OF LAND BEING PART OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 28 NORTH, RANGE 21 WEST, AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 21 WEST, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION OF REDEVELOPMENT AREA
A TRACT OF LAND BEING PART OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 28 NORTH, RANGE 21 WEST, AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 21 WEST, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING BOAT SPIKE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH 01°38'34" WEST A DISTANCE OF 30.38 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF REPUBLIC STREET; THENCE NORTH 87°27'41" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 606.31 FEET TO A POINT INTERSECTING THE WEST RIGHT-OF-WAY OF LONE PINE AVENUE; THENCE NORTH 02°16'37" WEST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 993.10 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 415.16 FEET, A RADIUS OF 1327.18 FEET, A CHORD BEARING OF NORTH 11°14'19" WEST, A CHORD LENGTH OF 413.47 FEET; THENCE NORTH 20°12'00" WEST A DISTANCE OF 745.17 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 68.94 FEET, A RADIUS OF 350.00 FEET, A CHORD BEARING OF NORTH 14°33'26" WEST, A CHORD LENGTH OF 68.83 FEET; THENCE NORTH 08°54'51" WEST A DISTANCE OF 196.74 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 286.17 FEET, A RADIUS OF 860.00 FEET, A CHORD BEARING OF NORTH 00°37'06" EAST, A CHORD LENGTH OF 284.85 FEET; THENCE NORTH 10°09'04" EAST A DISTANCE OF 1049.92 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 234.65 FEET, A RADIUS OF 350.00 FEET, A CHORD BEARING OF NORTH 09°03'19" WEST, A CHORD LENGTH OF 230.28 FEET; THENCE NORTH 28°15'42" WEST A DISTANCE OF 96.42 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF GALLOWAY ROAD; THENCE NORTH 86°45'31" WEST ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 323.21 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 00°55'23" EAST ALONG SAID WEST LINE A DISTANCE OF 728.69 FEET; THENCE S 86°38'47" E A DISTANCE OF 349.00 FEET TO THE WEST RIGHT-OF-WAY OF LONE PINE AVENUE; THENCE N 03°20'32" E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 622.97 FEET TO A POINT ON NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THE THENCE SOUTH 87°16'57" EAST ALONG SAID NORTH LINE A DISTANCE OF 714.40 FEET TO THE NORTHWEST CORNER OF HEATHER MEADOWS SUBDIVISION; THENCE SOUTH 01°30'01" WEST ALONG THE WEST LINE OF HEATHER MEADOWS SUBDIVISION A DISTANCE OF 509.65 FEET TO A POINT ON THE NORTH RIGHT-OF- WAY OF LACUNA STREET; THENCE NORTH 85°45'18" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 284.79 FEET; THENCE SOUTH 03°36'40" WEST A DISTANCE OF 199.00 FEET; THENCE SOUTH 85°45'18" EAST A DISTANCE OF 250.00 FEET; THENCE SOUTH 02°32'23" WEST A DISTANCE OF 310.00 FEET; THENCE SOUTH 12°26'38" EAST A DISTANCE OF 145.51 FEET; THENCE SOUTH 01°27'18" WEST A DISTANCE OF 687.54 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK 9, PARK VIEW PLACE AMENDED PLAT; THENCE SOUTH 79°56'45" WEST A DISTANCE OF 204.20 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK 9, PARK VIEW PLACE AMENDED PLAT; THENCE SOUTH

68°19'47" WEST A DISTANCE OF 108.28 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 9, PARK VIEW PLACE AMENDED PLAT; THENCE SOUTH 00°57'50" WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 710.00 FEET, TO A POINT ON THE NORTH RIGHT- OF-WAY OF BARTON STREET; THENCE SOUTH 87°07'46" EAST ALONG SAID NORTH RIGHT-OF- WAY A DISTANCE OF 148.18 FEET; THENCE SOUTH 00°11'46" EAST A DISTANCE OF 461.44 FEET TO THE SOUTHWEST CORNER OF LOT 4 IN GALLOWAY ADDITION; THENCE NORTH 87°13'04" EAST ALONG THE SOUTH LINE OF SAID GALLOWAY ADDITION A DISTANCE OF 403.40 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 00°56'48" WEST ALONG SAID EAST LINE A DISTANCE OF 900.11 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 00°58'36" WEST A DISTANCE OF 1320.64 FEET TO THE SAID POINT OF BEGINNING, CONTAINING 87.74 ACRES, MORE OR LESS.

EXHIBIT B
TO PETITION TO ESTABLISH THE
GALLOWAY COMMUNITY IMPROVEMENT DISTRICT

MAP OF DISTRICT BOUNDARIES

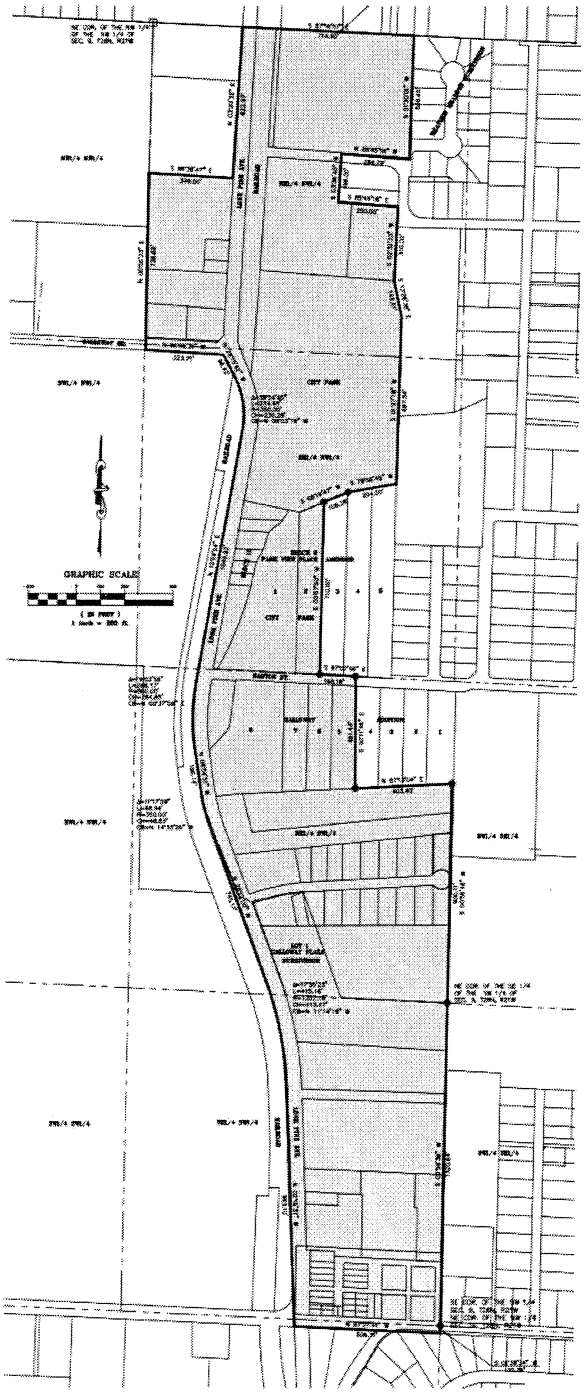

EXHIBIT C
TO
PETITION TO ESTABLISH THE
GALLOWAY COMMUNITY IMPROVEMENT DISTRICT

COMMUNITY IMPROVEMENT DISTRICT FIVE-YEAR PLAN

A. **Purposes**. The purposes of the District are to:

(1) Form and govern the District in accordance with the Act and the revised statutes of the State of Missouri;

(2) Provide or cause to be provided for the benefit of the District, certain improvements and services described below;

(3) Obtain financing for the costs, expenditures, and undertakings of the District either directly or by cooperation and coordination with a developer and/or investor;

(4) To levy and collect the CID Sales Tax in order to provide a source of repayment for the CID Projects and related expenses; and

(5) Such other purposes as authorized by the Act.

B. **Services**. The services to be performed by the District may include the following:

(1) The District will generally have authority to provide for the following services:
- a. Cleaning and maintenance of public sidewalks, alleys, and parking lots;
- b. Removal of litter and sweeping of sidewalks as well as sidewalk cleaning, and snow removal on snow routes as needed;
- c. Mowing and landscaping of public right of ways and District owned property.
- d. Removal of trash from public sidewalk receptacles;
- e. Operation of shared private trash collection;
- f. Enforcement of parking on public ways and public lots;
- g. Coordination of police, safety and security presence;
- h. Creation of information and image enhancement, such as maintaining a website, publishing visitor guides and maps, installing and maintaining street furniture and banners on public property, as well as additional services approved by the Board;
- i. Acquisition of personal property or any interest in such property consistent with the District's mission and intent, and;
- j. Administrative services and personnel (contracted and/or hired employees) necessary to manage the District as approved by the Board, and

k. All planning and development along the right-of-way adjoining any city or park-owned or managed land, including but not limited to Sequiota Park and the Springfield-Greene County Park Board's Linear Trail (currently known as the Galloway Creek Greenway Trail) shall be done in consultation and cooperation with the Springfield-Greene County Park Board and comply with the Park Board's long-term development and usage plans for these areas, respectively.

(2) The District may also provide for:

a. Additional police, safety and security services;

b. Acquisition of real property or any interest in such property consistent with the District's mission and intent;

c. Sell, lease, exchange, transfer, assign or otherwise encumber or dispose of any real or personal property or any interest in such property;

d. Provide assistance to and/or to construct, install, repair, maintain and equip any useful, necessary or desired improvement; and

e. Enter into contracts for services consistent with the mission and intent of the District; and

f. All planning and development along the right-of-way adjoining any city or park-owned or managed land, including but not limited to Sequiota Park and the Springfield Greene County Park Board's Linear Trail (currently known as the Galloway Creek Greenway Trail) shall be done in consultation and cooperation with the Springfield-Greene County Park Board and comply with the Park Board's long term development and usage plans for these areas, respectively.

(3) Adopting bylaws, passing resolutions, and otherwise governing the District in the manner required by the Act and the revised statutes of the State of Missouri;

(4) Developing funding sources, including the levying of the CID Sales Tax, necessary in order to pay for the required expenses, costs and expenses of the District and to pay for the CID Projects in a manner authorized by the Act;

(5) Providing such accountings, reports and communications as are required by the Act and the Agreement;

(6) Employing or contracting for necessary agents, attorneys, engineers, appraisers, construction managers, environmental inspectors and experts of various types and descriptions in order to obtain competent plans and contracts for the construction of the CID Projects as described in this Petition and the Agreement;

(7) Assisting a developer or investor as necessary with the construction of the CID Projects in accordance with approved plans for same;

(8) Complying with the terms and conditions of the ordinance of the City authorizing the creation of the District; and

(9) Providing such other services as are authorized by the Act.

C. Improvements. The improvements contemplated to be constructed for the benefit of the District by the District (directly or through a hired developer, contractor or other contracted third party) which shall ultimately be dedicated to the public or for public use, may include the following:

(1) The renovation or new construction of public right of way improvements along and adjacent to South Lone Pine Avenue as it passes through the District, including, but not limited improvements to signage, lighting, street furniture, etc. to sidewalks, and pedestrian crossings, and trail connections.

(2) The construction of additional public parking lots.

(3) The installation and maintenance of holiday lighting and decorations.

(4) Performing all necessary work related to the completion of items (1) – (3), including, but not limited to, if at all, site grading, compaction, and installing environmental protection devices to assure no silting or adverse environmental impacts; importing dirt and fill for the site; constructing storm water, gutterings, sidewalks, crosswalks, culverts; obtaining necessary plans and permits; acquiring necessary right of way and title to real estate needed for the location of public streets and public improvements; and all other improvements referred to or generally required.

All planning and development along the right-of-way adjoining any city or park-owned or managed land, including but not limited to Sequiota Park and the Springfield-Greene County Park's Linear Trail (currently known as the Galloway Creek Greenway Trail) shall be done in consultation and cooperation with the Springfield-Greene County Park Board and comply with the Park Board's long-term development and usage plans for these areas, respectively.

The services and the improvements provided by the District are generally referred to herein as the "CID Project(s)". Although listed above, the District is not obligated to perform any listed services or construct any listed improvements. The District may select, hire and work with a developer, contractor or other contracted third party to complete the CID Projects on behalf of the District. The District can either cause the developer to fund the work and reimburse the developer or the District may otherwise finance the CID Projects. The District shall impose the CID Sales Tax within the boundaries of the District to assist in the funding of the District. In conjunction with the District's obligation to reimburse developer for its costs to complete the CID Project, the District shall be allowed and is authorized to issue and incur the District obligations, such as promissory notes to the

developer for certified reimbursement expenses as well as loans, bonds and other financing mechanisms as the District determines is in its best interest. The District shall reimburse the developer, by and through the CID Sales Tax, for any of its costs, fees and other expenses which are incurred in connection with the CID Project (the "Reimbursable Project Costs"). Reimbursable Project Costs may be reimbursed to developer with interest at an allowable rate of interest as agreed to by the District and the developer.

D. Budget. The estimated five-year budget for the District is attached to and made a part of this Petition as Exhibit C-1.

EXHIBIT C-1
TO
PETITION TO ESTABLISH THE
GALLOWAY COMMUNITY IMPROVEMENT DISTRICT

COST ESTIMATE AND BUDGET

A. Estimated CID Project Costs

Total Estimated CID Project Costs $150,000.00
Galloway Branding and Signage: $25,000
Cross Walks: $22,000
Common areas and ROW Lighting: $18,000
Street Lights and Event Flags: $45,000
Stream Improvements: $15,000
Other Improvements: $25,000

B. Projected CID Revenue/Disbursement Budget

	Year 1	Year 2	Year 3	Year 4	Year 5
CID Sales Tax (1.0%)	22,500.00	35,000.00	42,000.00	45,000.00	47,000.00
Total Revenue	22,500.00	35,000.00	42,000.00	45,000.00	47,000.00
City Administration Fee	225.00	350.00	420.00	450.00	470.00
District Operating Expenses	2,500.00	4,500.00	6,000.00	6,000.00	6,000.00
Bank Note Payment (see sec A)	11,300.00	11,300.00	11,300.00	11,300.00	11,300.00
Total Improvement Reserve	8,700.00	19,200.00	24,700.00	27,700.00	29,700.00

Exhibit 2

COOPERATIVE AGREEMENT

among the

CITY OF SPRINGFIELD, MISSOURI,

and the

COMMUNITY IMPROVEMENT DISTRICT

dated as of

_____, 2019

Table of Contents

Page

Article 1: DEFINITIONS, RECITALS AND EXHIBITS 2

Section 1.1 Recitals and Exhibits. 2

Section 1.2 Definitions. 2

Article 2: REPRESENTATIONS 3

Section 2.1 Representations by the District. 4

Section 2.2 Representations by the City. 4

Article 3: COLLECTION OF REVENUES 5

Section 3.1 Imposition of the CID Sales Tax. 5

Section 3.2 Administration and Collection of the CID Sales Tax. 6

Section 3.3 Administrative Fee and Collection Fee for the CID Sales Tax. 6

Section 3.4 Operating Costs. 7

Section 3.5 Enforcement of the CID Sales Tax. 7

Section 3.6 Distribution of the CID Sales Tax Revenue. 7

Section 3.7 Records of the CID Sales Tax. 7

Section 3.8 Repeal of the CID Sales Tax. 7

Article 4: FINANCING CID PROJECT 8

Section 4.1 Design and Construction of CID Project. 8

Section 4.2 Financing the CID Project. 8

Section 4.3 Certificate of Completion and Reimbursable Project Costs. 9

Section 4.4 Ownership, Maintenance and Dedication of CID Projects. 9

Section 4.5 Annual Budget. 9

Section 4.6 New CID Projects. 10

Article 5: SPECIAL COVENANTS 10

Section 5.1 Records of the Districts. 10

Section 5.2 Records of the City. 10

Section 5.3 District's Obligations to the City under Bond or Surety. 11

Article 6: DEFAULTS AND REMEDIES 11

Section 6.1 Events of Default. 11

Section 6.2 Remedies on Default. 11

Section 6.3 Rights and Remedies Cumulative. 12

Section 6.4 Waiver of Breach. 12

Section 6.5 Excusable Delays. 12
Article 7: MISCELLANEOUS 12
Section 7.1 Effective Date and Term. 12
Section 7.2 Immunities. 12
Section 7.3 Modification. 13
Section 7.4 Applicable Law. 13
Section 7.5 Validity and Severability. 13
Section 7.6 Execution of Counterparts. 13
Section 7.7 City Approvals. 14
Section 7.8 District Approvals. 14
EXHIBIT A 17
EXHIBIT A-1 19
EXHIBIT B 20
EXHIBIT C 21
EXHIBIT D 24

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("**Agreement**"), entered into as of this ____ day of _____, 20 , among the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the "**City**") and the **GALLOWAY COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the "**District**").

WITNESSETH:

WHEREAS, on June 19, 2019, the "Petition to Establish the Galloway Community Improvement District" (the "**Petition**") was filed with the Springfield City Clerk, which proposed formation of the District to fund the cost of certain services and public improvements provided and made within the District in accordance with the Petition; and

WHEREAS, the City Council of Springfield, Missouri (the "**City Council**"), did on _____, 2019, pass Special Ordinance No. _____, which approved the Petition and formed the District; and

WHEREAS, the Petition requires the District to enter into an agreement with the City, which shall stipulate a process for the collection and administration of the District revenues, the method of certifying eligible project costs, payment of ongoing District operating costs, disbursement of District revenue, and other rights, duties, and obligations of the District and the City for the operations of the District; and

WHEREAS, the District is authorized under the CID Act to undertake the CID Project, impose the CID Sales Tax to pay for Reimbursable Project Costs and other costs as set forth in the Petition, and enter into this Agreement for such purposes; and

WHEREAS, following the imposition of the CID Sales Tax, the Missouri Department of Revenue will collect the CID Sales Tax on behalf of the District in accordance with this Agreement, and the District will use the CID Sales Tax Revenues for Reimbursable Project Costs and other costs as set forth in the Petition; and

WHEREAS, the City is authorized in accordance with the provisions of the CID Act to perform all functions incident to the administration, collection, enforcement, and operation of the CID Sales Tax, and contract with the District for such purposes.

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

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1 Recitals and Exhibits.

The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2 Definitions.

Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

"**Administrative Fee**" means that amount of the CID Sales Tax Revenue that the City shall receive as compensation for performing the duties of collecting the CID Sales Tax, pursuant to Section 3.3 of this Agreement.

"**CID Act**" means the Missouri Community Improvement District Act, Sections 67.1401, et seq., RSMo, as amended.

"**CID Projects**" means the provision of assistance to or the construction, reconstruction, installation, repair, maintenance, or equipping of any eligible public improvements within the District per the CID Act that are consistent with Petition and further described in Exhibit "A-1" attached hereto.

"**CID Sales Tax**" means the sales tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within their boundaries pursuant to the CID Act, in the amount not to exceed one percent (1.0%).

"**CID Sales Tax Revenues**" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the CID Sales Tax.

"**City Council**" means the governing body of the City of Springfield, Missouri.

"**District**" is the Galloway Community Improvement District, which includes all real property described on Exhibit "A".

"**Event of Default**" means any event specified in Section 6.1 of this Agreement.

"**Excusable Delays**" means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes,

national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner. Excusable Delays shall extend the time of performance for the period of such excusable delay.

"**Operating Costs**" means the actual, reasonable expenses which are necessary for the operation of the District, which include, but are not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of special legal counsel, financial auditing services, and other consultants or services.

"**Ordinance**" means an ordinance enacted by the City Council.

"**Reimbursable Project Costs**" means all actual and reasonable costs and expenses which are incurred by or at the direction of the District with respect to the construction of the CID Project, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded for the CID Projects that are constructed, plus all actual and reasonable costs to plan, finance, develop, design and acquire the CID Projects, and the ongoing administration of the District, including but not limited to the following:

1) Actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the CID Project and all actual and reasonable costs for the oversight of the completion of the CID Project;

2) All Operating Costs of the District; and

3) All other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the CID Project and which may lawfully be paid or incurred by the District under the CID Act.

ARTICLE 2: REPRESENTATIONS

Section 2.1 Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of District's Board of Directors (the "Board"), the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or, to its knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. Consideration and public benefit: The District acknowledges that construction of the CID Project is of significant value to the District, the property within the District and the general public. The District finds and determines that the CID Project will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary parking and other infrastructure improvements for the Development and other surrounding development. Further, the District finds that the CID Project conforms to the purposes of the CID Act.

Section 2.2 Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional-charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the City Manager of the City of Springfield has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or, to its knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

ARTICLE 3: COLLECTION OF REVENUES

Section 3.1 Imposition of the CID Sales Tax.

The District may approve a resolution that, subject to qualified voter approval, imposes the CID Sales Tax. The CID Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The District shall receive the CID Sales Tax Revenue from the Department of Revenue, or collected by the City as provided herein, which shall be used to reimburse Reimbursable Project Costs and Operating Costs incurred by the District in the order of priority set forth herein. The District shall not use District revenues to pay for reimbursable project costs until the City has approved a Certificate of Reimbursable expenses for said project costs.

Section 3.2 Administration and Collection of the CID Sales Tax.

The Parties anticipate that the CID Sales Tax will be collected by the Missouri Department of Revenue, as provided in the CID Act. In the event that the Department of Revenue refuses such collection and allows the City to collect in lieu of state collection, the City shall collect the CID Sales Tax. The City agrees to perform for the District all functions incident to the administration and enforcement of the CID Sales Tax, pursuant to the CID Act and this Agreement. The District will enact a resolution that (i) imposes the CID Sales Tax (subject to qualified voter approval), (ii) authorizes the City to perform all functions incident to the administration, enforcement and operation of the CID Sales Tax, (iii) authorizes the City to collect in lieu of state collection, if the Department of Revenue refuses to collect, and (iv) prescribes any required forms and administrative rules and regulations for reporting and collecting the CID Sales Tax. After collection by the Department of Revenue and/or the City (as the case may be) and the CID Sales Tax Revenues have been transferred to the District, the CID Sales Tax Revenues shall be deposited by the District directly into a special trust account in accordance with the resolution adopted by the District. The District may amend the forms, administrative rules and regulations applicable to the administration, collection, enforcement and operation of the CID Sales Tax, as needed.

Section 3.3 Administrative Fee and Collection Fee for the CID Sales Tax.

A. The City shall receive an Administrative Fee in the amount of one and one-half percent (1.5%) of the total District Sales Tax Revenues for its administration efforts with the District and its review of project costs for certification and reimbursement. Said fee shall be paid on a quarterly basis within 60 days of the end of the quarter and shall be accompanied by a Certificate signed by an officer of the District certifying that the payment amount is 1.5% of the District Sales Tax revenues during that period. A sample Certificate is attached as "**Exhibit D**".

B. If the City also collects the District Sales Tax, as set forth in Section 3.2, then the City shall receive a Collection Fee in the amount of one percent (1%) of the total District Sales Tax Revenues. Such Collection Fee shall be in addition to the Administrative Fee. Payment shall be on the same terms as described in Section 3.3.A, above.

C. In the event that the Administrative Fee and/or the Collection Fee does not fully reimburse the City for actual costs and expenses incurred in fulfilling its obligations under Section 3.2, then the City shall receive reimbursement for such actual costs that exceed the Administrative Fee and/or the Collection Fee. In the event that there are insufficient funds in any fiscal year to cover such actual costs incurred by the City, such unpaid Administration Fees and/or Collection Fees shall be paid in subsequent fiscal years.

Section 3.4 Operating Costs.

The District shall pay for the Operating Costs of the District incurred by or on behalf of the District from CID Sales Tax Revenue. The Operating Costs shall be included in the District's annual budget, as provided in Section 4.5. In the course of performing the administrative duties set forth in Section 3.2, the City may incur Operating Costs for the District, which shall be approved by the District.

Section 3.5 Enforcement of the CID Sales Tax.

The District authorizes the City, to the extent permitted by law, to take any and all actions necessary for collection and enforcement of the CID Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend in action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of any CID Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request.

Section 3.6 Distribution of the CID Sales Tax Revenue.

No disbursements of the CID Sales Tax Revenues shall be made until the City has approved a Certificate, as defined in Section 4.3. After the City has approved a Certificate for the CID Project, and to the extent Reimbursable Project Costs remain unpaid, the District shall make disbursements of the entire balance of the CID Sales Tax Revenues not later than sixty (60) days after the end of each calendar quarter in the following order of priority:

A. The District shall pay the City's Administrative Fee and Collection Fee, if applicable, as set forth in Section 3.3.

B. The District shall pay Operating Costs of the District.

C. The District shall pay Reimbursable Project Costs.

Section 3.7 Records of the CID Sales Tax.

The District shall keep accurate records of the CID Sales Tax collected and copies of such records shall be made available to the City. Any District records pertaining to the CID Sales Tax shall be provided to the City upon written request of the City, as permitted by law.

Section 3.8 Repeal of the CID Sales Tax.

When the costs incurred to finance the CID Project and Reimbursable Project Costs and to pay ongoing Operating Costs associated with and required by the business of

the District, or by no later than July 1, 2039 or twenty (20) years following the effective date of the ordinance establishing the District, whichever occurs first, the District shall implement the procedures in the CID Act for repeal of the District's CID Sales Tax and abolishment of the District. The District shall not implement the procedures for repeal or modification of the CID Sales Tax and abolishment of the District if: (1) any CID Sales Tax Revenue is due to the City for outstanding Administrative Fees; or (2) the District, with the prior written consent of the City, has approved another project pursuant to the CID Act; or (3) any portion of the District's obligations remain unpaid. The City's obligation to perform for the District any functions incident to the administration, collection, enforcement and operation of the CID Sales Tax for the District shall terminate concurrent with the repeal of the CID Sales Tax levied by the District. Upon repeal of any CID Sales Tax, the District shall:

A. Pay the City's Administrative Fee and Collection Fee, if applicable, to which it is entitled in accordance with this Agreement.

B. Pay all outstanding Operating Costs to the District.

C. Pay all other unpaid reimbursable costs to the District

D. Retain any remaining CID Sales Tax until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: FINANCING CID PROJECT

Section 4.1 Design and Construction of CID Project.

As allowed by the CID Act, the District's role is solely to fund and assist in the funding of CID Projects and the Operating Costs as allowed by the CID Act and as set forth in the Petition establishing the District and further described in "**Exhibit A-1**" attached hereto. The CID Projects shall be designed and constructed by or at the direction of District. The CID Projects shall be designed and constructed on a schedule to be determined by the District, in accordance with plans approved by the City. The District shall comply with all applicable laws regarding the payment of prevailing wages to contractors or subcontractors for the construction of the CID Projects. The District shall indemnify and hold harmless the City for any damage resulting to it from failure of either the District or any contractor or subcontractor to pay prevailing wages pursuant to applicable laws.

Section 4.2 Financing the CID Project.

The District shall provide or secure the financing of the CID Project. The District shall be allowed and is authorized to issue and incur the District obligations, such as

promissory notes to any developer for certified reimbursement expenses as well as bonds and other financing mechanisms as the District determines is in its best interest. The District shall impose the CID Sales Tax within the boundaries of the District to assist in the funding of the CID Project.

Section 4.3 Certificate of Completion and Reimbursable Project Costs.

Upon completion of the CID Project, the District shall submit a Certificate of Completion and Reimbursable Project Costs ("**Certificate**") using the form attached as **Exhibit "D"**: The District shall provide itemized invoices, receipts or other information to confirm that any such cost is so incurred and does so qualify. If the City determines that the CID Project, or an applicable portion of any CID Project, has been completed in accordance with all relevant codes, regulations, statutes and laws, and that the costs submitted for reimbursement are Reimbursable Project Costs, then the City shall approve the Certificate and the amounts stated therein for payment. If the CID Project, or an applicable portion of any CID Project, is not complete, then the City shall not approve the certificate and the amounts stated therein for payment and shall specify in writing within sixty (60) days after receiving District's Certificate the reason(s) for withholding its approval. Upon request of the Board, the City shall hold a hearing at which it may present new and/or additional evidence. District shall have the right to identify and substitute other Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that does not qualify as a Reimbursable Project Cost.

Section 4.4 Ownership, Maintenance and Dedication of CID Projects.

The District's sole role is to fund and assist in the funding of the CID Project and the Operating Costs. The District may own property associated with the CID Projects. The City shall not be responsible for maintenance of the CID Projects. The District shall be responsible for obtaining and maintaining insurance for the design, construction, operation and maintenance of the CID Projects in such form and amounts as required by applicable City or state law.

Section 4.5 Annual Budget.

The budget for the District's first fiscal year shall be prepared and submitted to the City Finance Director within ninety (90) days after execution of this Agreement. For each subsequent fiscal year of the District, the District shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to the City, which shall be approved by the Board. Each budget for the District shall generally be prepared in accordance with all applicable state statutes including Section 67.1471 RSMo, as amended. Once the budget is approved by the Board, the City shall have the right to comment on the Budget. Based on the City's comments, the Board may determine that the budget should be amended. However, if there are no

comments from the City or the Board determines that no revisions to the budget are necessary following the City's comments, the budget shall be effective without further action or vote by the Board.

Section 4.6 New CID Projects.

The District may use CID Sales Tax Revenue, as such revenues are available, to pay Project Costs for all CID Projects which have been determined by the City Council to be necessary and approved in accordance with the CID Act. The District shall not undertake any additional CID Projects which are not reasonably described in Exhibit D to the Petition, except with the prior approval of the City Council. Payments due to the City pursuant to the priority established in Section 3.6 for its Administrative Fee shall take priority over any costs associated with new CID Projects.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1 Records of the District.

The District shall keep proper books of record and account on behalf of the District in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles, consistently applied, and will furnish the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this Agreement have been met. In addition, the District shall, within one hundred twenty (120) days after the end of each fiscal year, submit a report to the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board during the fiscal year. For that purpose, all pertinent books, documents and vouchers relating to its business, affairs and properties that are otherwise considered public information and not confidential in nature shall at all times during regular business hours be open to the inspection of the City by its accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to applicable confidentiality laws and such confidentiality agreements as the City reasonably requires) as shall from time to time be designated and paid for by the inspecting party.

Section 5.2 Records of the City.

The City shall keep and maintain adequate records of the disbursements it authorizes the District to make for reimbursement or payment of the Reimbursable Project Costs (including Operating Costs) and the Administrative Fees and

Collection Fees paid to the City. Such records shall be available for inspection by the District upon reasonable notice. The CID shall submit a true and accurate copy of all agendas at least twenty-four hours in advance, annual meeting notices and minutes, the adopted budget and any reports or filings provided to State agencies.

Section 5.3 District's Obligations to the City under Bond or Surety.

The Parties agree that:

A. The CID Projects, or any portions thereof, which the District is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in Section 2.1 and shall be a Reimbursable Project Cost that may be reimbursed in accordance with this Agreement.

B. In the event that the City constructs or causes to be constructed any portion of the CID Projects pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or an Ordinance, then the City shall be entitled to reimbursement from the District for such Reimbursable Project Costs or Operating Expenses that are not paid or reimbursed to the City under such bond or surety. The City shall complete a certificate in substantial compliance with the form in **Exhibits "D"** or **"E"** to receive such reimbursement, which shall be approved by the District in accordance with Section 4.3.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

If any one or more of the following events shall occur and be continuing, such event or events shall constitute an Event of Default under this Agreement:

A. Failure by the District to make a payment in a timely manner as required by this Agreement, and the continuance of such failure for ten (10) days following written notice to District of such failure; or

B. Failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for sixty (60) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2 Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues,

by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

Section 6.3 Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4 Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5 Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays.

ARTICLE 7: MISCELLANEOUS

Section 7.1 Effective Date and Term.

This Agreement shall become effective on the date set forth herein. Upon expiration of the CID Sales Tax as providing in Section 3.8, the District shall be abolished in accordance with Section 67.1481, RSMo.

Section 7.2 Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or

any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agree to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney fees, resulting from, arising out of, or in any way connected with District's failure to comply with any applicable law.

Section 7.3 Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.4 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that the engagement of common special legal counsel among two or more Parties to this Agreement does not materially limit the representation of those Parties and will not adversely affect the relationship between such Parties.

Section 7.5 Validity and Severability.

It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.6 Execution of Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.7 City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council.

Section 7.8 District Approvals.

Unless specifically provided to the contrary herein, all approvals of any District hereunder may be given by the Executive Director or his designee without the necessity of any action by the Board.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

THE CITY OF SPRINGFIELD, MISSOURI

_____
City Clerk

By:_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney

GALLOWAY COMMUNITY IMPROVEMENT DISTRICT

By:_____

Name:

Title:

ATTEST

By:_____

EXHIBIT A

A TRACT OF LAND BEING PART OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 28 NORTH, RANGE 21 WEST, AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 21 WEST, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION OF REDEVELOPMENT AREA
A TRACT OF LAND BEING PART OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 28 NORTH, RANGE 21 WEST, AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 21 WEST, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING BOAT SPIKE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH 01°38'34" WEST A DISTANCE OF 30.38 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF REPUBLIC STREET; THENCE NORTH 87°27'41" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 606.31 FEET TO A POINT INTERSECTING THE WEST RIGHT-OF-WAY OF LONE PINE AVENUE; THENCE NORTH 02°16'37" WEST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 993.10 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 415.16 FEET, A RADIUS OF 1327.18 FEET, A CHORD BEARING OF NORTH 11°14'19" WEST, A CHORD LENGTH OF 413.47 FEET; THENCE NORTH 20°12'00" WEST A DISTANCE OF 745.17 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 68.94 FEET, A RADIUS OF 350.00 FEET, A CHORD BEARING OF NORTH 14°33'26" WEST, A CHORD LENGTH OF 68.83 FEET; THENCE NORTH 08°54'51" WEST A DISTANCE OF 196.74 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 286.17 FEET, A RADIUS OF 860.00 FEET, A CHORD BEARING OF NORTH 00°37'06" EAST, A CHORD LENGTH OF 284.85 FEET; THENCE NORTH 10°09'04" EAST A DISTANCE OF 1049.92 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 234.65 FEET, A RADIUS OF 350.00 FEET, A CHORD BEARING OF NORTH 09°03'19" WEST, A CHORD LENGTH OF 230.28 FEET; THENCE NORTH 28°15'42" WEST A DISTANCE OF 96.42 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF GALLOWAY ROAD; THENCE NORTH 86°45'31" WEST ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 323.21 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 00°55'23" EAST ALONG SAID WEST LINE A DISTANCE OF 728.69 FEET; THENCE S 86°38'47" E A DISTANCE OF 349.00 FEET TO THE WEST RIGHT-OF-WAY OF LONE PINE AVENUE; THENCE N 03°20'32" E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 622.97 FEET TO A POINT ON NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THE THENCE SOUTH 87°16'57" EAST ALONG SAID NORTH LINE A DISTANCE OF 714.40 FEET TO THE NORTHWEST CORNER OF HEATHER MEADOWS SUBDIVISION; THENCE SOUTH 01°30'01" WEST ALONG THE WEST LINE OF HEATHER MEADOWS SUBDIVISION A DISTANCE OF 509.65 FEET TO A POINT ON THE NORTH RIGHT-OF- WAY OF LACUNA STREET; THENCE NORTH 85°45'18" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 284.79 FEET; THENCE SOUTH 03°36'40" WEST A DISTANCE OF 199.00 FEET; THENCE SOUTH 85°45'18" EAST A DISTANCE OF 250.00 FEET; THENCE SOUTH 02°32'23" WEST A DISTANCE OF 310.00 FEET; THENCE SOUTH 12°26'38" EAST A DISTANCE OF 145.51 FEET; THENCE SOUTH 01°27'18" WEST A DISTANCE OF 687.54 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK 9, PARK VIEW PLACE AMENDED PLAT; THENCE SOUTH 79°56'45" WEST A DISTANCE OF 204.20 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK 9, PARK VIEW PLACE AMENDED PLAT; THENCE SOUTH

68°19'47" WEST A DISTANCE OF 108.28 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 9, PARK VIEW PLACE AMENDED PLAT; THENCE SOUTH 00°57'50" WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 710.00 FEET, TO A POINT ON THE NORTH RIGHT- OF-WAY OF BARTON STREET; THENCE SOUTH 87°07'46" EAST ALONG SAID NORTH RIGHT-OF- WAY A DISTANCE OF 148.18 FEET; THENCE SOUTH 00°11'46" EAST A DISTANCE OF 461.44 FEET TO THE SOUTHWEST CORNER OF LOT 4 IN GALLOWAY ADDITION; THENCE NORTH 87°13'04" EAST ALONG THE SOUTH LINE OF SAID GALLOWAY ADDITION A DISTANCE OF 403.40 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 00°56'48" WEST ALONG SAID EAST LINE A DISTANCE OF 900.11 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 00°58'36" WEST A DISTANCE OF 1320.64 FEET TO THE SAID POINT OF BEGINNING, CONTAINING 87.74 ACRES, MORE OR LESS.

EXHIBIT A-1

ESTIMATED COSTS OF CID PROJECT

A. Estimated CID Project Costs

Total Estimated CID Project Costs $150,000.00

Galloway Branding and Signage: $25,000
Cross Walks: $22,000
Common areas and RoW Lighting: $18,000
Street Lights and Event Flags: $45,000
Stream Improvements: $15,000
Other Improvements: $25,000

B. Projected CID Revenue/Disbursement Budget

	Year 1	Year 2	Year 3	Year 4	Year 5
CID Sales Tax (1.0%)	22,500.00	35,000.00	42,000.00	45,000.00	47,000.00
Total Revenue	22,500.00	35,000.00	42,000.00	45,000.00	47,000.00
City Administration Fee	225.00	350.00	420.00	450.00	470.00
District Operating Expenses	2,500.00	4,500.00	6,000.00	6,000.00	6,000.00
Bank Note Payment (see sec A)	11,300.00	11,300.00	11,300.00	11,300.00	11,300.00
Total Improvement Reserve	8,700.00	19,200.00	24,700.00	27,700.00	29,700.00

EXHIBIT B

MAP OF DISTRICT

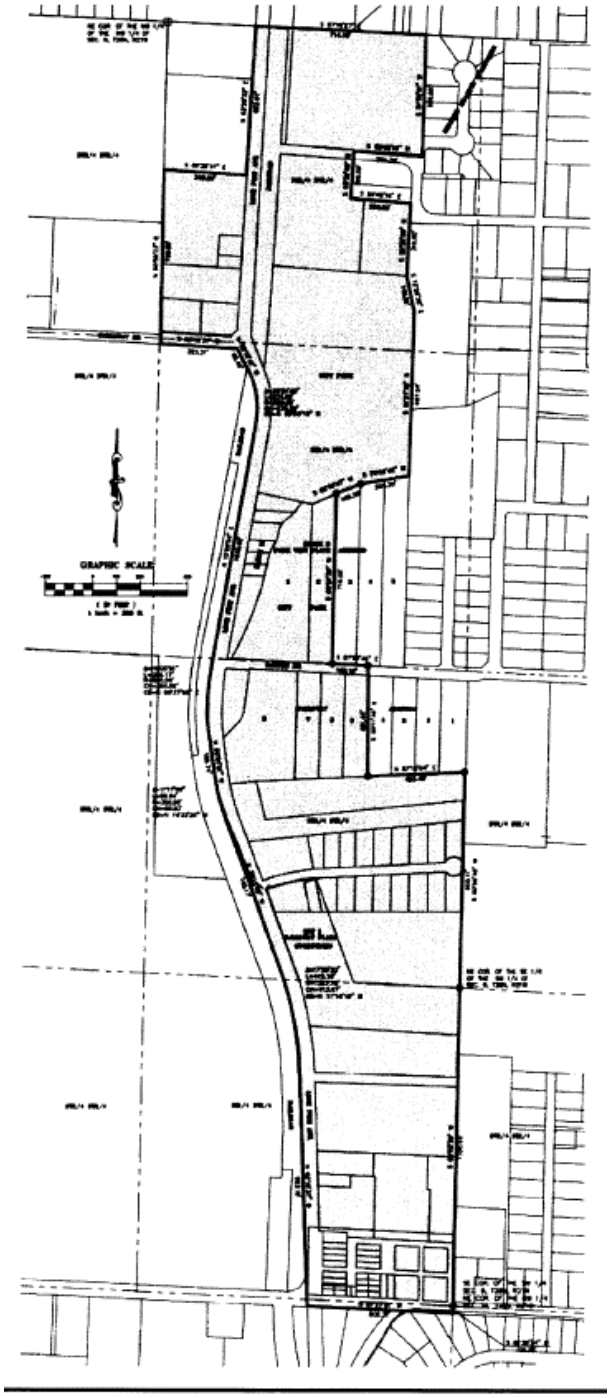


EXHIBIT C

FORM OF CERTIFICATE OF COMPLETION AND REIMBURSABLE PROJECT COSTS

CERTIFICATE OF COMPLETION AND REIMBURSABLE PROJECT COSTS

To: City Manager, City of Springfield, Missouri
Re: Completion and Certification of the _____ Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Cooperative Agreement dated as of _____, 2019 (the "Agreement") between the City of Springfield and the Galloway Community Improvement District. In connection with said Agreement, the undersigned hereby states and certifies that:

1. The capital improvements of the CID Project, or an appropriate portion thereof, have been completed in accordance with the Agreement, and all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity agency to commence operation of said improvements in the CID Project.

2. Each item listed on Schedule 1 attached hereto as a Reimbursable Project Cost and was incurred in connection with the construction of the CID Project.

3. These Reimbursable Project Costs have been incurred and are reimbursable under the Agreement and the CID Act.

4. No item listed on Schedule 1 has previously been paid or reimbursed from money derived from the CID Sales Tax, and no part thereof has been included in any other certificate previously filed with the City.

5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.

7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. If any cost item to be reimbursed under this Certificate is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement

and the CID Act, the Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.

9. The District is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists that constitutes an Event of Default under the Agreement.

10. All of the District's representations set forth in the Agreement remain true and correct as of the date hereof.

11. The parties acknowledge and agree that the District may submit more than one Certificate as appropriate stages of the CID Project are completed and the City shall consider and approve each Certificate provided it is otherwise in compliance with the Cooperative Agreement.

12. The parties hereto acknowledge and agree that Reimbursable Project Costs include the Operating Costs of the District and that the Disrict shall be entitled to submit requests for said Operating Costs under and as a part of this Certificate.

Dated this _____ day of _____, 20____.

GALLOWAY COMMUNITY IMPROVEMENT DISTRICT

By:_____

Name:_____

Title:_____

Approved:

CITY OF SPRINGFIELD, MISSOURI,
agent for the Galloway Community Improvement District

By:_____

Name:_____

Title:_____

Date:_____

SCHEDULE 1 TO CERTIFICATE OF COMPLETION AND REIMBURSABLE PROJECT COSTS

Itemization of Reimbursable Project Costs

EXHIBIT D

FORM OF CERTIFICATE OF PAYMENT OF ADMINISTRATIVE FEE

To: City of Springfield, Missouri

Re: Certification of the _____Payment of Administrative Fee

1. The City is entitled to receive an Administrative Fee for administering the District Sales Tax in the amount of one and one-half percent (1.5%) of the total District Sales Tax Revenues.

2. Said fee shall be paid on a quarterly basis within 60 days of the end of the quarter.

3. The District's total District Sales Tax Revenues for the quarter beginning on (DATE) and ending on (DATE) are: $_____.

4. The District submits to the City payment of its Administrative Fee for the quarter beginning on (DATE) and ending on (DATE) in the amount of _____, which is 1.5% of the District Sales Tax revenues during that period.

Dated this _____ day of _____, 20__.

GALLOWAY COMMUNITY IMPROVEMENT DISTRICT

By:_____

Name:_____

Title:_____

Payment accepted this ____ day of _____, 20_____:

CITY OF SPRINGFIELD, MISSOURI

By:_____

Name:_____

Title:_____

One-rdg. X
P. Hrngs. _____
Pgs. 16
Filed: 08-06-19

Sponsored by: Simpson

COUNCIL BILL 2019- 180 RESOLUTION _____

RESOLUTION

GRANTING a Short-Term Rental Type 2 Permit for the property located at 4553 South Graystone Court, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to General Ordinance 6497.

WHEREAS, the owner of the property located at 4553 South Graystone Court has applied for a Short-Term Rental ("STR") Type 2 Permit; and

WHEREAS, General Ordinance 6497 requires that those seeking a permit to establish a STR Type 2 obtain the signatures of at least fifty-five percent of the property owners adjacent to and immediately across the street from the proposed STR; and

WHEREAS, if the applicant cannot secure the signatures of at least fifty-five percent of the neighboring property owners then said applicant may apply to City Council to obtain the requested STR Type 2 Permit; and

WHEREAS, the applicant has not obtained the signatures of at least fifty-five percent of adjacent property owners.

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

Section 1 – City Council hereby consents to grant the applicant a Short-Term Rental Type 2 Permit for the property located at 4553 South Graystone Court. The granting of said Permit is expressly subject to compliance with General Ordinance 6497.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 -180

FILED: 08-06-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Granting a Short-Term Rental Type 2 permit for the property located at 4553 South Graystone Court, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to General Ordinance 6497.

BACKGROUND INFORMATION:

Property owner has applied for a Short-Term Rental ("STR") Type 2 license and STR Type 2 permit to establish a STR Type 2 at 4553 South Graystone Court. General Ordinance 6497 requires that Type 2 applicants conduct a neighborhood meeting and obtain signatures from fifty-five percent or more of property owners adjacent to and immediately across the street from the proposed STR. If the signatures of at least fifty-five percent of neighboring property owners cannot be secured the applicant may apply to the City Council to obtain a resolution granting the STR Type 2 permit.

The applicant has obtained four signatures of the eight adjacent property owners, resulting in fifty (50) percent consent as shown on "Exhibit C."

Property owners within 500 feet of the proposed Short-Term Rental Type 2 establishment have been notified by regular mail of the meeting on August 12, 2019.

If approved, all other requirements of the Short-Term Rental requirements of General Ordinance 6497 must be met.

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Applicants Appeal Letter
Exhibit B, Neighborhood Meeting Summary and Sign-In Sheet
Exhibit C, Adjacent Owner Consent Affidavit Form
Exhibit D, Comment Cards and Other Neighborhood Correspondence

Exhibit A

7-17-2019
To the City Council of Springfield,

For the past year and a half plus, I have been running an STR type 2 through AirBnB in the city of Springfield at 4553 South Graystone Court. I have met all the requirements for the City Ordinance except obtaining 55% of the adjacent owners' signatures. I have 4 signatures out of 8 for 50%, but for differing reasons such as, inability to track down the owner of the LLC which owns the property, lawyers advising property owners they are assuming liability for the home if they sign the permission form, and the City of Springfield providing the wrong address to mail the permission slip, I am not able to obtain the last signature you are requiring. I am asking for the Council to grant me the permit so that I may continue to host the fine families that stay at our home in the future. Neither the City nor I have ever had any problems with my guests, and they are all vetted through AirBnB prior to their stay. After their stay is complete, we rate and review them on the AirBnB website. This allows Hosts to police guests and help other hosts feel comfortable about renting to them. Guest are also allowed to rate the home and host. I am proud of the fact that we have SUPER HOST status from these ratings. This is the highest rating you can achieve from AirBnB. My house has very strict rules regarding number of people and parking as well as noise restrictions and NO PARTIES. I have three neighbors who keep a close watch on the home for me, and one is a Springfield Fireman. All of the actual homeowners who live on the property and are adjacent to me have signed the permission slip. The only signatures I have failed to obtain are the Investors who rent their property long term and are never in the neighborhood checking on their property as I am. Furthermore, no objections were raised about my STR at the neighborhood meeting. In fact, of the fewer than ten people who attended the neighborhood meeting, five attended specifically to show support for my STR. The remaining attended merely out of curiosity about the definition of a Type II STR. After I explained, they seemed completely supportive. There was one older couple who expressed concerns about property values; however, after seeing my house and how well maintained it is, their concern appeared to dissipate.

Once again I ask you to grant me the permit required so that I may continue to provide families and business people a comfortable place to stay when they visit and spend money in the great city of Springfield.

Application for Short-Term Rental Type 2

****eCity INSTRUCTIONS****

****PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION****

1. Pre-apply and, if needed, pay your processing fees online
2. Complete this application and upload a digital (pdf) copy through eCity.

Case No.	
Date Filed	
Received By	
Receipt No.	

Fee Amount: $350*

The signers of this application ask the City Council of the City of Springfield, Missouri to approve an application for the use of a short-term rental at the following address:

Property Address: 4553 South Graystone Court

We, the signers of this application, do attest to the truth and correctness of all facts and information presented with this application as required by the Zoning Ordinance of the City of Springfield.

PROPERTY OWNER'S INFORMATION:

Name of current property owner: Chris H. Jensen JenTexFarms, LLC

If corporation: Corporate Official: _____

Mailing Address: 218 Marble Lane

Zip Code: 72658 Phone: 870-499-3293

E-mail: Jentex218@gmail.com

PROPERTY OWNER'S SIGNATURE: Cell: (870) 291-2094

(Corporate Seal)

OPERATOR'S INFORMATION (if different):

Name: _____

Mailing Address: _____ Zip Code: _____

Phone: _____ E-mail: _____

NOTE: **This application must be delivered to the Development Review Office. This application must be complete and all the items listed on the attached checklist must accompany the application or it will be returned to the applicant.**

*Fees are non-refundable

Exhibit B

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request to establish a Short-Term Rental Type 2.
2. Meeting Date & Time: 5-22-19 4:00 - 6:30
3. Meeting Location: 4553 South Graystone Court
4. Number of invitations that were sent: 73
5. Number of neighbors in attendance (attach a sign-in sheet): 6
6. 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 owner/operator must explain why the issues cannot be resolved.)

Out of 6 who showed up 4 were there to support our effort. 2 older neighbors just wanted to know what an STR was. I explained it to them and they said they just wanted to make sure the property values were not going to be affected.

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

My house is impecably maintained and the property value has gone up since I purchased it. I explained how I screen my guests and everyone seemed happy with my methods. They have my personal contact info as well.

I, Chris Jensen (*print name*), attest that the neighborhood meeting was held on 5-22-19 (*month/date/year*), in accordance with the attached "Neighborhood Notification and Meeting Process."

Signature of person completing affidavit

Chris H. Jensen

Printed name of person completing affidavit

I also took selfies!

NEIGHBORHOOD MEETING SIGN-IN SHEET

Project: Short-Term Rental Type 2	**Meeting Date:** 5-22-19
Owner/Operator: JenTexFarms, LLC Chris Jensen	**Location of Meeting:** 4553 S. Graystone Ct

Name	Address	Phone	E-Mail
Tom Reynolds	4571 S. Crescent	417-300-4530	mohiker58@gmail.com
Rachel Heithaus	4548 S. Graystone Ct.	314-775-9885	rdiamant2@gmail.com
Harry Pittman	1500 VINCENT	417-881746	MOSHRINER@AOL.C
Sara Hicks	4555 S. Graystone ct.	848 3594	S.davis4@yahoo.c
Jason Hicks	4555 S Graystone ct	501-6098	jasonhicks717@gmail.c
Jacob Heithaus	4548 S. Graystone Ct.	(314)599-1907	jheithaus@springfieldmo.gov

CITY OF Springfield

Exhibit C

SHORT-TERM RENTAL TYPE 2 ADJACENT OWNER CONSENT AFFIDAVIT

Address of Proposed Short-Term Rental 4553 South Graystone Court

STATE OF Missouri)

COUNTY OF Greene)

The undersigned hereby states that the undersigned verified the ownership of each residential property adjacent to the above-referenced address as defined in section 36-472(2) and obtained written consent of the proposed short-term rental at the above-referenced address from at least 55% of said owners as shown on Exhibit 1 and attached hereto. The undersigned further states that he or she personally witnessed the signatures contained on Exhibit 1 and that each person signed Exhibit 1 in the undersigned's presence.

(Corporate Seal**)

Signature of Property Owner

Chris H. Jensen

Typed or Printed Name

ATTEST:

Managing Partner

Title

JenTex Farms, LLC

Name of Company or Organization (If Applicable)

Corporate Secretary (If no seal)

Subscribed and sworn to before me a notary public on this 30th day of May, 20 19.

QUINCY K. COOVERT
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Feb. 23, 2021
Commission #13671127

Quincy K. Coovert

Notary Public

My Commission expires: Feb. 23, 2021

City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM
Exhibit 1

The undersigned hereby certifies that I/we are the owners of property referenced below and that I/we consent to the proposed short-term rental located at 4553 South Graystone Court.

In addition, each individual signing in a representative capacity hereby affirms that he or she is authorized to sign on behalf of said owner.

1. Address of Adjacent Property: 4560 S. Fremont Springfield MO

Molly McKinney
Owner(s) of Record (Typed or Printed)

Molly McKinney
Signature(s) of Owners

Owner
Title

2. Address of Adjacent Property: 4614 S. Palmer Springfield, MO 65804

Duane Copeland
Owner(s) of Record (Typed or Printed)

Duane Copeland
Signature(s) of Owners

Vickie Alexander
Title

3. Address of Adjacent Property: 1440 E Holiday

C.R. Estes
Owner(s) of Record (Typed or Printed)

C.R. Estes Jr
Signature(s) of Owners

Owner
Title

**If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.
**The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM
Exhibit 1

4. Address of Adjacent Property: _____

_____
Owner(s) of Record (Typed or Printed)

_____
Signature(s) of Owners

_____
Title

5. Address of Adjacent Property: 4548 S. Graystone Ct

Jacob Heithaus
Owner(s) of Record (Typed or Printed)

Signature(s) of Owners

Owne
Title

6. Address of Adjacent Property: 4552 S. Freemont Ave.

Clen Dow, Prop LLC
Owner(s) of Record (Typed or Printed)

Jacque Hoadly
Signature(s) of Owners

Managing Pth
Title

7. Address of Adjacent Property: _____

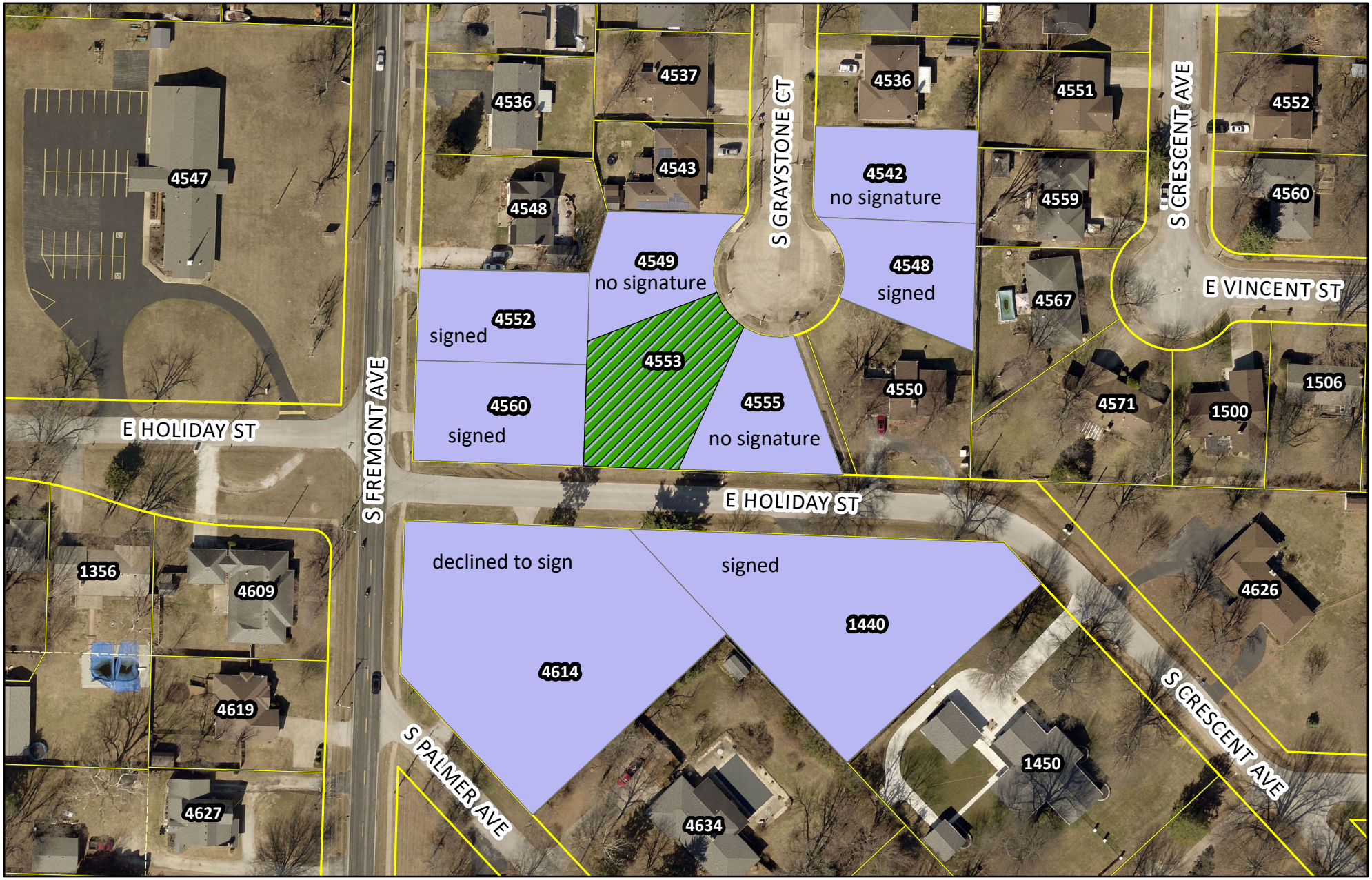
_____
Owner(s) of Record (Typed or Printed)

_____
Signature(s) of Owners

_____
Title

**If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.
**The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

Adjacent Property

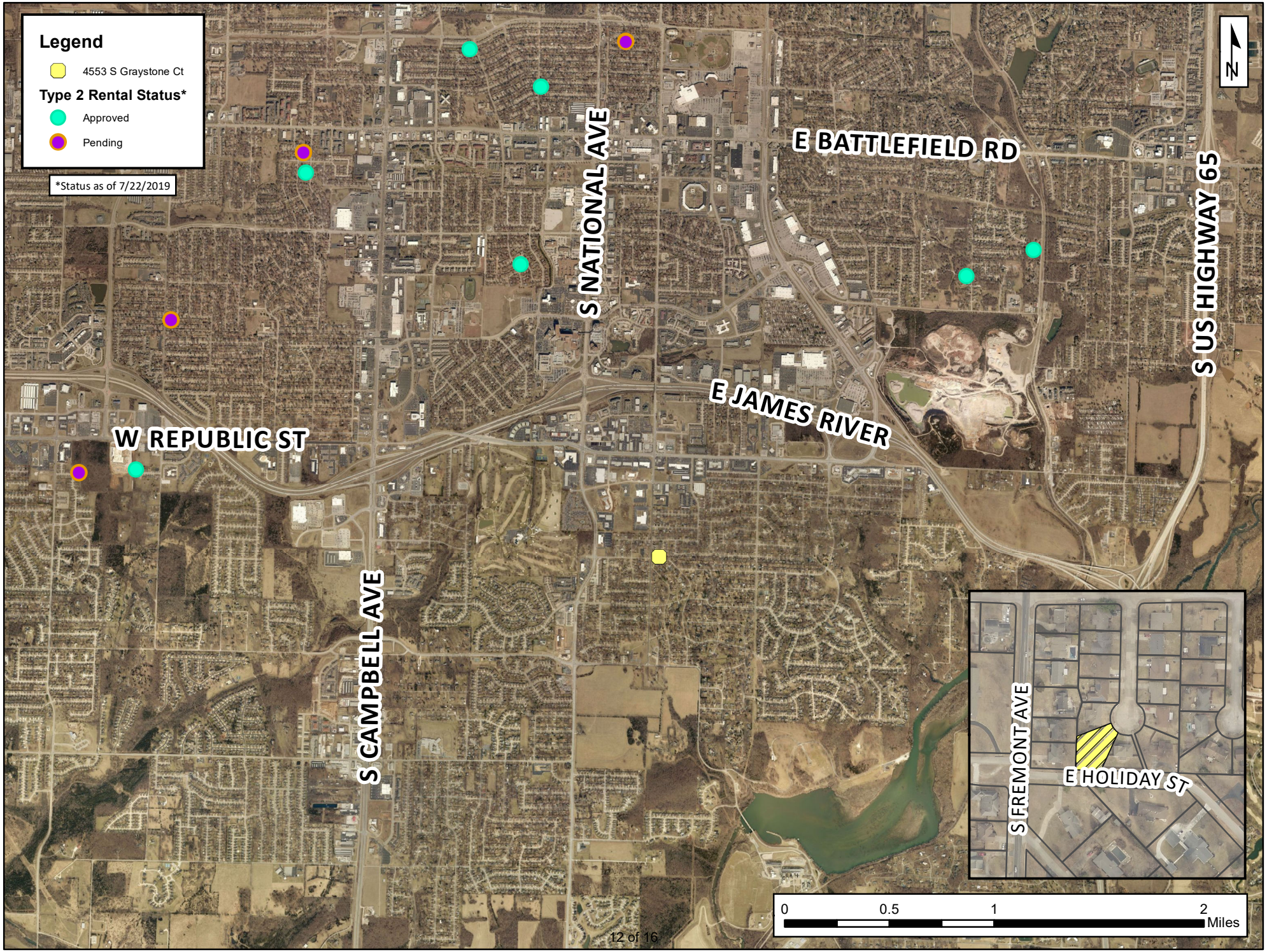


CITY OF Springfield

0 25 50 100 150 200 Feet

SCALE: 1:1,2016

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.


Legend
4553 S Graystone Ct
Type 2 Rental Status*
Approved
Pending
*Status as of 7/22/2019
N
E BATTLEFIELD RD
S NATIONAL AVE
S US HIGHWAY 65
E JAMES RIVER
W REPUBLIC ST
S CAMPBELL AVE
S FREMONT AVE
E HOLIDAY ST
0
0.5
1
2
Miles

AFFIDAVIT OF SIGN POSTING

Attach photo here

(sign lettering must be legible in photo)

Posted 5-8-19

I, Chris Jensen *(print name of owner, agent, attorney)*, attest that the above sign was posted 10 days before the public hearing on 5-22-19 *(month/day/year)* and in accordance with the given posting requirements.

Signature of person completing sign posting

Chris H. Jensen

Printed name of person completing sign posting

JenTex Farms, LLC

4553
Neighborhood Meeting
Type 2 Short-Term Rental
Date of Meeting: May 22nd 2019
Time: 6:00pm to 6:30pm
Location of Meeting: 4553 S. Grayson Ct
Contact Name: Chris Jarvis
Contact Telephone No.: 870-444-3798
Contact E-Mail: jarvis21@gmail.com
City of Springfield

Created web portal

SHORT TERM RENTAL

City of Springfield, Missouri
Short-Term Rental Application

BUS LIC/PERMIT# BUS2019000152 DATE: 4/30/19 LIC PERSONNEL: Brandy

1. Owner(s) Name: JenTex Farms, LLC (Chris Jensen)
   Owner(s) Address: 218 Marble Lane
   Short-Term Rental Address: 4553 South Graystone Court
   Phone: 870-291-2094 870-499-3293 E-Mail: jentex218@gmail.com
2. Operators name, address, e-mail, and phone if different: Chris Jensen

3. ____ Type 1 (owner occupied; R-SF or R-TH; no more than 95 rental days).
   X Type 2 (non-owner occupied or owner occupied; R-SF or R-TH unlimited rental days).
   ____ Type 3 (owner occupied or non-occupied; all other districts except R-SF or R-TH; no more than 2 units per premise; unlimited rental days).

4. Are guests housed in the primary structure or a historic carriage house (built before January 1, 1940)?
   ____ Primary Structure ____ Historic Carriage House

5. JenTex Farms, LLC / Chris Jensen — Owner/Operator; Signature

APPLICANT FILL OUT TO THIS POINT and RETURN FORM TO:
LICENSE DIVISION OF FINANCE DEPARTMENT
(BUSCH MUNICIPAL BUILDING), 840 BOONVILLE AVENUE; SPRINGFIELD, MO 65801

PLANNING and DEVELOPMENT TO COMPLETE THE FOLLOWING SECTION

1. Proposed location is zoned: R-SF
2. Verification of rental type: Type 2
3. Verification of Historic Carriage House: N/A
4. Provide applicant with appropriate instructional packet.
5. Verify compliance with applicable notice and meeting requirements.
6. Forward to BDS for inspection and occupancy permit.

Date: _____ BDS Personnel: _____

Comments: _____

Exhibit D

From: William Tillitt
To: Zoning@springfieldmo.gov
Subject: 4553 south Graystone Court
Date: Tuesday, May 21, 2019 5:11:44 PM

Short term lease in this neighborhood is not in the best interest of the neighborhood. The homes in this neighborhood are single family and the area is quite with people who are good to each other. I think allowing strangers who would be in the area is wrong. This neighborhood is not a commercial zone
Strangers with only one or two days could cause noise disturbance and be gone before any body could deal with them. I am against a short term leases in my neighborhood.
Sent from my iPhone

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed 08-06-19

Sponsored by: Ollis, Hosmer, Lear and McGull

COUNCIL BILL 2019- 181 RESOLUTION _____

A RESOLUTION

INITIATING amendments to the Springfield Land Development Code for the purpose of defining and regulating tiny houses, tiny house communities, and other similar land uses.

WHEREAS, City Council referred the issue of tiny houses and tiny house communities to the Plans and Policies Committee on June 3, 2019; and

WHEREAS, City Council desires to consider code changes defining and regulating tiny homes, tiny home communities, and other similar land uses so as to responsibly allow such uses in the City; and

WHEREAS, to that end, City Council desires to authorize the City Manager to prepare amendments to the Land Development Code to define and regulate tiny homes and other similar land uses for City Council's consideration; and

WHEREAS, City Council desires to further authorize the City Manager to prepare any other amendments which may be beneficial or convenient for City Council's consideration and are related to the purpose of this Resolution.

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

Section 1 – City Council hereby initiates and authorizes the City Manager, or his designee, to prepare proposed amendments to the Springfield Land Development Code, on behalf of and for consideration by City Council, to define and regulate tiny houses, tiny house communities, and other similar land uses so as to responsibly allow such uses in the City.

Section 2 – The City Manager, or his designee, is further authorized to prepare any other proposed additional amendments to the Land Development Code which may be beneficial or convenient, for City Council's consideration and are related to the purpose of this Resolution.

Section 3 – The City Manager, or his designee, shall transmit his proposed amendments to the Plans and Policies Committee for their review and recommendation. Such proposed amendments shall then be transmitted to the Planning and Zoning Commission for their report and recommendation, as provided in Sec. 36-367. Such amendments shall then be transmitted to City Council for consideration.

Section 4 – This Resolution shall be effective from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-181

FILED: 08-06-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Initiating amendments to the Springfield Land Development Code for the purpose of defining and regulating tiny houses, tiny house communities, and other similar land uses.

BACKGROUND INFORMATION:

City Council referred the issue of tiny homes, tiny home communities and campground and recreational vehicle parks to City Council's Plans and Policies Committee on June 3, 2019. Plans and Policies Committee recommended that staff prepare amendments to the Zoning Ordinance to define and regulate these and similar uses. This will include creating a new zoning district and modifying existing zoning districts and definitions. This would also allow for alignment with the proposed 2018 International Residential Code, which has a new Tiny House construction type appendix, and the Zoning Ordinance.

This Resolution directs staff to prepare amendments to the Zoning Ordinance. This action does not amend the Zoning Ordinance. Separate public hearings will be scheduled at a later date at both Planning and Zoning Commission and City Council meetings.

REMARKS: Staff recommends approval.

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 5
Filed: 08-06-19

Sponsored by: McClure

COUNCIL BILL 2019- 182 RESOLUTION _____

A RESOLUTION

ESTABLISHING the "Comprehensive Plan – Forward SGF Advisory Team" for the purpose of providing additional citizen engagement and participation during the City's comprehensive planning process.

WHEREAS, the City is in the initial stages of developing a new comprehensive plan for the City; and

WHEREAS, City Council wishes to include robust citizen engagement during the comprehensive plan's development process; and

WHEREAS, as part of this robust citizen engagement, City Council desires to establish an advisory team to work with City Council, the Planning and Zoning Commission, City Staff, and consultants over the course of the comprehensive planning process; and

WHEREAS, it is City Council's intent that the advisory team will provide part of the public face of the comprehensive planning process and the establishment of said advisory team will help facilitate meaningful input from citizens during the comprehensive planning process; and

WHEREAS, City Council intends for the advisory team to serve as a community sounding board, meeting at key points of the comprehensive planning process to provide advice and input to City Council, the Planning and Zoning Commission, and City staff.

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

Section 1 – City Council hereby establishes the Comprehensive Plan – Forward SGF Advisory Team which shall function as a piece of the City's overall citizen engagement process during the development of a new comprehensive plan for the City. Said Advisory Team is hereby empowered and authorized to do all things necessary and convenient to carry out the intent of this Resolution, including without limitation, the facilitation of robust citizen engagement in the development of a new comprehensive plan for the City.

Section 2 – City Council hereby appoints those individuals identified on “Exhibit A,” which is attached hereto and incorporated herein by this reference, to the Comprehensive Plan – Forward SGF Advisory Team. The individuals provided on “Exhibit A” shall serve on said Advisory Team, with Tom Prater serving as chair, until the City has completed its most recent comprehensive planning process and adopted a new comprehensive plan for the City at the conclusion of said process.

Section 3 – This Resolution shall be in effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-182

FILED: 08-06-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Establishing the "Comprehensive Plan – Forward SGF Advisory Team" for the purpose of providing additional citizen engagement and participation during the City's comprehensive planning process.

BACKGROUND INFORMATION: Earlier this summer the City entered into a contract with Houseal Lavigne Associates for the development of a new Comprehensive Plan. This plan will build on and, in some instances, replace the Vision 20/20 Plan developed in the late 1990's/early 2000's. Development of the Comprehensive Plan will include a robust citizen engagement process including establishment of an advisory team that will work with the City's consultants and staff over the course of the next 18 to 24-month planning process.

REMARKS: The Advisory Team will provide a public face to the planning process and demonstrate a commitment on behalf of the City to seek meaningful input from citizens in the community. The Team will serve as a community sounding board, meeting at key points along the process to discuss issues and overall planning direction and provide feedback for Planning and Zoning Commission and City Council consideration.
Twenty-three community members are recommended for appointment to the Forward SGF Advisory Team. Each has been recommended by the Mayor and City Council, Planning and Zoning Commission or staff to provide a diverse perspective and cross-section of the city. The term of service for the appointed Forward SGF Advisory Team will conclude with the adoption of the Forward SGF Comprehensive Plan.
Approval of this Resolution and establishment of the Advisory Team will set in motion the next critical steps in the process of developing the City's Comprehensive Plan. The attached "Exhibit A" provides a roster of those recommended to serve on the Comprehensive Plan - Forward SGF Advisory Team.

Submitted by:

Randall Whitman

Randall Whitman, Principal Planner

Recommended by:

Mary Lilly Smith, Director

Jason Gage, City Manager

Exhibit A

Tom Prater, Chair	Zone 2
David Atkisson	Zone 4
Laurel Bryant	Zone 2
Brad Erwin	County
Leslie Forrester	Zone 2
Tammy Jahnke	Zone 4
Britton Jobe	Zone 4
Amy Kern-Stanfield	Zone 3
Ashley Norgard	Zone 4
Dee Ogilvy	Zone 1
Daniel Ogunyemi	Zone 2
John Oke-Thomas	County
Paige Oxendine	Zone 3
Danny Perches	County
Pete Radecki	Zone 1
Tom Rankin	Zone 4
Robin Robeson	Zone 4
Tim Rosenbury	Zone 4
Debbie Shantz Hart	Zone 2
Amanda Stadler	Zone 1
Susie Turner	Zone 2
Judy Wyrick	Zone 3
Becky Volz	Zone 1

One rdg. X
P. Hrngs. _____
Pgs. 10
Filed: 08-06-19

Sponsored by: Lear

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 183 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to execute a contract between the City of Springfield and the Missouri Highways and Transportation Commission, providing for a grant of funds under Section 305.230, RSMo, to the City, by and through the Springfield-Branson National Airport Board in the amount of $260,000.00, for air service marketing and promotion of the Springfield-Branson National Airport; amending the budget of the Airport Board in the amount of $288,888.00 which includes matching funds in the amount of $28,888.00 from the Airport Board; and declaring that this bill qualifies for approval in one reading.

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

WHEREAS, MHTC has agreed to award funds in the amount of $260,000.00 to the City with the understanding that such funds will be used in conjunction with matching funds provided by the Springfield-Branson National Airport ("Airport") in the amount of $28,888.00 to fund air service marketing and promotion of the Airport as described in the MHTC Airport Aid Agreement for Air Service Promotion ("Agreement"); and

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

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

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

Section 2 – City Council hereby amends the budget for Fiscal Year 2019-2020 of the Springfield-Branson National Airport Board in the accounts and in the amounts as shown on Budget Adjustment No. 006, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit B."

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

Section 4 – City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under this grant by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent of the total grant sum of $260,000.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-183

FILED: 08-06-19

ORIGINATING DEPARTMENT: Airport

PURPOSE: Authorizing the City Manager, or his designee, to execute a contract between the City of Springfield and the Missouri Highways and Transportation Commission, providing for a grant of funds under Section 305.230, RSMo, to the City, by and through the Springfield-Branson National Airport Board in the amount of $260,000.00, for air service marketing and promotion of the Springfield-Branson National Airport; amending the budget of the Airport Board in the amount of $288,888.00 which includes matching funds in the amount of $28,888.00 from the Airport Board; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: On May 15, 2019, the Airport Board applied for a grant from the Missouri Highways and Transportation Commission ("MHTC"). On July 18, 2019, MHTC awarded the funds to help in the marketing and promotion of the Airport. Pursuant to the terms and conditions expressed in the Airport Aid Agreement, attached to the proposed ordinance as "Exhibit A," and if approved, the Airport shall be required to provide matching funds in the amount of $28,888.00 to help complete the project.

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

Submitted by:

Brian C. Weiler, Director of Aviation

Approved by:

Jason Gage, City Manager

Exhibit A

CCO Form: MO02
Approved: 08/09 (AMB)
Revised: 03/17 (MWH)
Modified:

Sponsor: City of Springfield
Project No.: AIR 196-092A-2

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT AID AGREEMENT FOR AIR SERVICE PROMOTION

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

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230.4(1)(m) RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230.4(1)(m) RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated May 15, 2019, and specifically described as follows:

Air Service Promotion and Marketing;

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

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

(2) AMOUNT OF GRANT: The amount of this grant is Two Hundred Sixty Thousand Dollars ($260,000); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for work that is not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Twenty-Eight Thousand Eight Hundred Eighty-Eight Dollars ($28,888). The Sponsor warrants to the Commission that it has sufficient cash on deposit, or other readily available resources, to provide the local

matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from July 1, 2019 through June 30, 2020. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

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

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

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

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

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

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

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

(8) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The

summary must show the source of funds and the specific items for which they were expended.

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

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

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

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

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

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

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

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

the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

(18) INDEMNIFICATION:

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

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

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF SPRINGFIELD

By_____

Title_____

Attest:

By_____

Title_____

Approved as to Form:

_____

Title _____

Ordinance No. _____
(if applicable)

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
006

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51040	01	46030	416020			$ 260,000	MODot Air Service Grant No. 196-092A-2
51040	01	46030	417010			28,888	Transfer From Other Funds - Local Match
Net Revenue Adjustment						$ 288,888	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51040	01	46030	504580			$ 288,888	Expenses relating to MODot Air Service Grant No. AIR196-09A-2
51010	01	46010	502430			(28,888)	Reserve Appropriations
51010	01	46010	509910			28,888	Transfer To Other Funds - Local Match
Net Expenditure Adjustment						$ 288,888	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: Funds can be used for a revenue guarantee to these airlines starting or expanding services, and for marketing of air services. The airport will have up to three years to use grant funds.

Requested By:

Brian C Wiles 8/7/19
Department Head Date

Approved By:

8/7/19
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2019-183
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. X
Pgs. 19
Filed: 08-06-19

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019 - 184 SPECIAL ORDINANCE _____

AN ORDINANCE

VACATING approximately 1.15 acres of public right-of-way between the 4600 and 4700 block of South Lyon and Campbell Avenue. (Staff and Planning and Zoning Commission both recommend approval with conditions.)

WHEREAS, a petition has been received by the City of Springfield requesting the vacation of approximately 1.15 acres of public right-of-way, generally located between the 4600 and 4700 block of South Lyon and Campbell Avenue; and

WHEREAS, proper notice of the vacation has been given as required by the laws and ordinances of the City of Springfield; and

WHEREAS, the Planning and Zoning Commission held a public hearing on July 11, 2019, and recommended approval of the vacation with certain conditions; and

WHEREAS, City Council finds that said vacation complies with the laws and ordinances of the City of Springfield; and

WHEREAS, City Council's approval of said vacation is expressly subject to the conditions contained in this Ordinance.

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

Section 1 – The public right-of-way, generally located between the 4600 and 4700 block of South Lyon and Campbell Avenue, more particularly described on "Exhibit A," which is attached hereto and incorporated herein by this reference, is hereby vacated subject to the conditions contained in the Ordinance.

Section 2 – City Council finds that this Ordinance shall be in full force upon the completion of the following conditions:

a. Any sanitary sewer or utility services shall be relocated or preserved with replacement easements. If relocation is necessary, then utilities are to be relocated at the developer's expense.

b. The Final Plat of the Ridge at Ward Branch and The Library Center are approved and recorded. This cannot be final platted until public improvements have been constructed or escrowed.

c. A certificate of decision is recorded along with the aforementioned final plat(s) and any replacement easements.

Section 3 – Upon the Director of Planning and Development certifying in writing to the City Clerk that the conditions contained in this Ordinance have been met, this Ordinance shall be in full force and effect. City Council finds that the conditions contained in this Ordinance are an integral part of the decision to vacate the public right-of-way subject to this vacation request. If for any reason any section of this Ordinance is found to be null and void, the whole Ordinance shall be considered null and void and the vacation ineffective.

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 -184

FILED: 08-06-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Vacating approximately 1.15 acres of public right-of-way between the 4600 and 4700 block of South Lyon and Campbell Avenue. (Staff and Planning and Zoning Commission both recommend approval with conditions.)

BACKGROUND INFORMATION: VACATION NUMBER 809

The applicant is proposing to vacate approximately 1.15 acres of public street right-of-way for a new development. The applicant is proposing to dedicate a new street system as part of The Ridge at Ward Branch development and relocate Lyon Avenue.

The applicant is requesting to have conditions placed on the proposed vacation, so the developer can make future plans without making the necessary improvements at this time. The developer will have 3 years to meet all conditions or the property will remain public right-of-way.

Planning and Zoning Commission is only authorized to approve a vacation request if there are no conditions for approval. The proposed conditions will require City Council to approve the vacation request.

REMARKS:

The Planning and Zoning Commission held a public hearing on July 11, 2019, and recommended approval, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The requested vacation meets the approval criteria listed on "Exhibit C - Attachment 3" with the following conditions.

This vacation shall not become effective until the following conditions are met:

a. Any sanitary sewer or utility services shall be relocated or preserved with replacement easements. If relocation is necessary, then utilities are to be relocated at the developer's expense.

b. The Final Plat of The Ridge at Ward Branch and The Library Center are approved and recorded. This cannot be final platted until public improvements have been constructed or escrowed.

c. A certificate of decision is recorded along with the aforementioned final plat(s) and any replacement easements.

If these conditions are not met within three (3) years of City Council's approval, the aforementioned vacation approval is null and void and the public street and right-of-way shall remain.

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

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

ATTACHMENTS:
Attachment 1: Department Comments
Attachment 2: Requirements for Approval
Attachment 3: Legal Description
Attachment 4: Neighborhood Meeting Summary
Attachment 5: Location Sketch

Exhibit A

LEGAL DESCRIPTION
VACATION 809

A part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 14, Township 28 North, Range 22 West, in the City of Springfield, Greene County, Missouri, being a part of a tract of land recorded in the Greene County Recorder's Office in Deed Book 2019 at Page 6684-19 and Deed Book 2019 at Page 6685-19, more particularly described as follows:

COMMENCING at the East Quarter Corner (E¼) of said Section 14; thence N88°48'38"W (S89°10'19"W Deed), along the North line of said NE¼ of the SE¼, a distance of 74.40 feet (73.29' Deed) to a point on the West Right-of-Way line of State Highway 160, per Final Right-of-Way Plans (Job no. J8P0792, dated 9/10/2010); thence along said West Right-of-Way line the following three (3) courses: 1) S00°52'14"W (S00°08'35"E Deed), a distance of 171.33 feet (172.77' Deed); 2) S13°09'57"E (S15°14'29"E Deed), a distance of 103.08 feet (103.56' Deed) 3) S01°15'10"W (S00°39'31"E Deed), a distance of 396.65 feet (393.97' Deed) to a point on the North line of the South One-Half (S½) of said NE¼ of the SE¼; thence N88°41'14"W (S89°16'59"W Deed), along said North line, a distance of 37.40 feet for a POINT OF BEGINNING; thence S01°41'11"W, a distance of 717.72 feet; thence N20°12'10"W (N22°01'56"W Deed), a distance of 237.57 feet; thence N01°00'05"E (N00°49'41"W Deed), a distance of 279.48 feet; thence N13°25'04"E (N11°35'18"E Deed), a distance of 222.15 feet (223.95' Deed) to a point on said North line; thence S88°41'14"E (N89°16'59"E Deed), along said North line, a distance of 46.74 feet to the POINT OF BEGINNING.

Containing 50,067 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

Exhibit B

RECORD OF PROCEEDINGS
VACATION 809

Planning and Zoning Commission July 11, 2019

Vacation 809
Lyon Avenue north of Lakewood Street, South of Library Center
Applicant: RW Developments, LLC

Mr. Hosmer stated that this is a request to vacate a portion of public street right-of-way generally located in the 4600-4700 block of South Lyon/Campbell Avenue. The applicant is proposing to vacate right-of-way for a new development and will dedicate a new street system as part of the Ridge at Ward Branch Final Plat to relocate Lyon Avenue. The applicant is requesting conditions placed on the proposed vacation to allow future plans without making the necessary improvements at this time.

Approval Criteria:
- Any sanitary sewer or utility services shall be relocated or preserved with replacement easements. If relocation is necessary, then utilities are to be relocated at the developer's expense.
- The Final Plat of The Ridge at Ward Branch and The Library Center are approved and recorded. This cannot be final platted until public improvements have been constructed or escrowed.
- A certificate of decision is recorded along with the aforementioned final plat(s) and any replacement easements.
- If these conditions are not met within three (3) years of City Council's approval, the aforementioned vacation approval is null, and void and the public street and right-of-way shall remain.
- The request for vacation meets the approval criteria.
- Any person objecting may petition the City Council to review the request to vacate by filing an appeal within 15 days with the City Clerk from the date the resolution was passed by the Planning and Zoning Commission.
- The proposed conditions will require City Council to approve the vacation request (August 12, 2019).

Staff recommends approval with conditions.

Mr. Coltrin asked if their vote is contingent on the final plat.

Mr. Hosmer noted that they have 3 years and will be contingent on the final plat.

Mr. Doennig asked if the plat has to be approved or if the improvements have to be there.

Mr. Hosmer stated that it has to be improved or escrowed.

Mr. Doennig opened the public hearing.

Mr. Jared Rasmussen, 550 E. St. Louis Street, noted that the plat was submitted and here to answer any questions.

Mr. Doennig closed the public hearing.

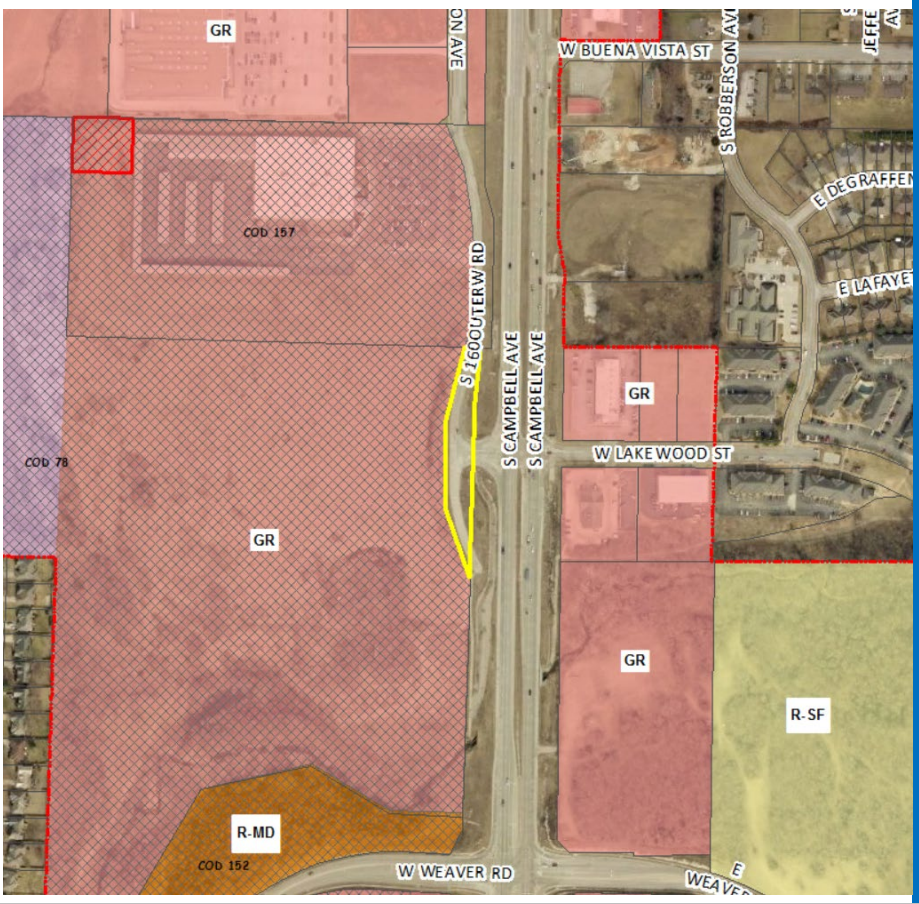
COMMISSION ACTION:
Ms. Cox motioned to **approve** Vacation 809 (Lyon Avenue north of Lakewood Street, South of Library Center). Ms. Broekhoven seconded the motion. Ayes: Doennig, Coltrin, Shuler, Cox, Broekhoven, Jobe, and Rose. Nays: None. Abstain: None. Absent: Ogilvy and Thomas

Bob Hosmer, AICP
Principal Planner

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING: JULY 11, 2019

CITY COUNCIL PUBLIC HEARING: AUGUST 12, 2019



CASE NUMBER: Vacation 809

LOCATION: 4600-4700 block of South Lyon/Campbell Avenue

ACRES: 1.15 acres

EXISTING LAND USE: Public street right-of-way

APPLICANT: RW Developments, LLC

STAFF:
Daniel Neal, 864-1036

STAFF RECOMMENDATION:
Approve w/Conditions

PROPOSED MOTION:
Move to approve Vacation 809 as submitted

SUMMARY OF REQUEST:

Request to vacate a portion of public street right-of-way generally located at 4600-4700 block of South Lyon/Campbell Avenue.

FINDINGS FOR STAFF RECOMMENDATION:

1. The requested vacation meets the approval criteria listed on Attachment 3 with the following conditions.

This vacation shall not become effective until the following conditions are met:

a. Any sanitary sewer or utility services shall be relocated or preserved with replacement easements. If relocation is necessary, then utilities are to be relocated at the developer's expense.

b. The Final Plat of The Ridge at Ward Branch and The Library Center are approved and recorded. This cannot be final platted until public improvements have been constructed or escrowed.

c. A certificate of decision is recorded along with the aforementioned final plat(s) and any replacement easements.

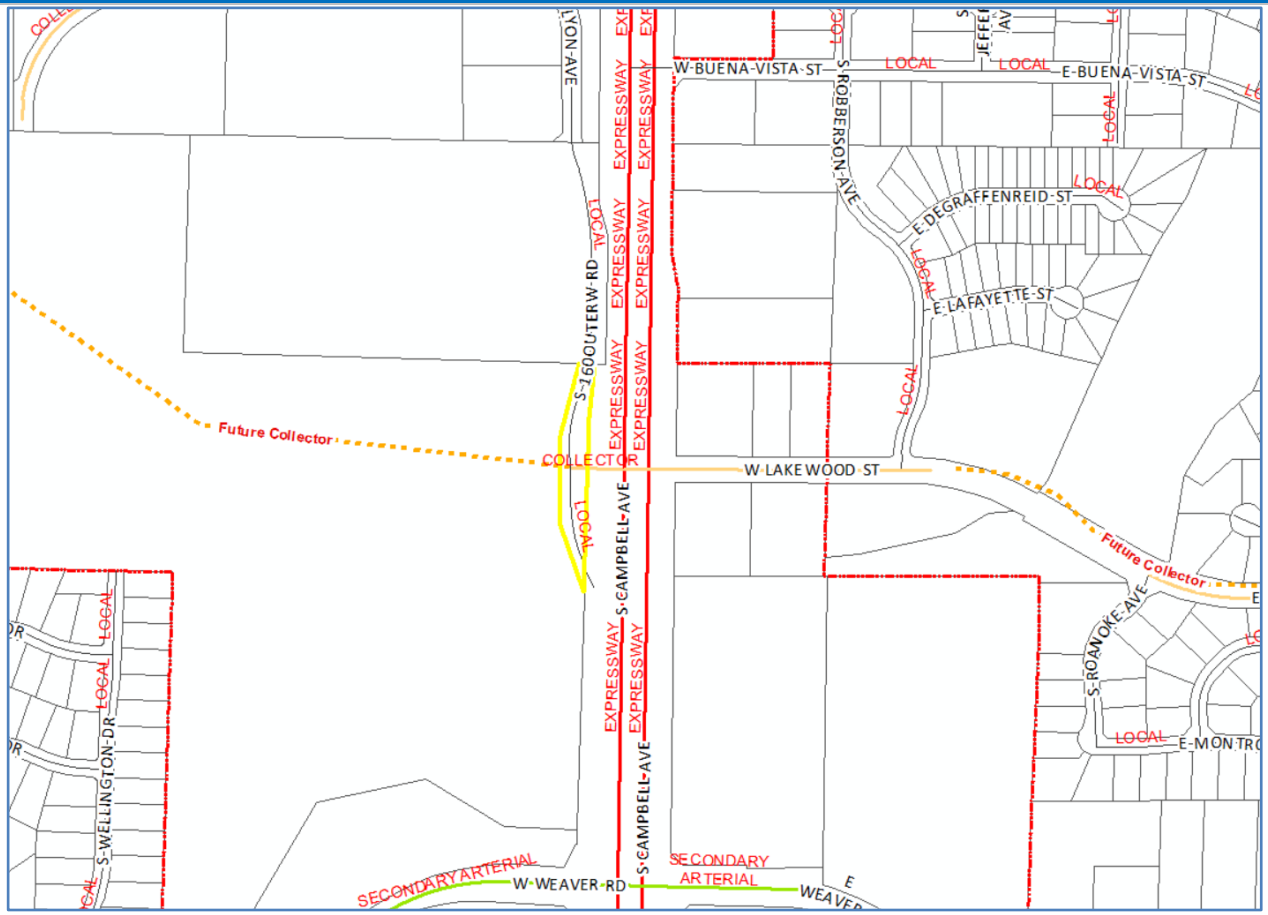
If these conditions are not met within three (3) years of City Council's approval, the aforementioned vacation approval is null and void and the public street and right-of-way shall remain.

SURROUNDING ZONING AND LAND USES:				
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	GR	GR w/ COD 78	GR	GR w/ COD 78
LAND USE	Library Center	Vacant/undeveloped	Retail and restaurant uses	Vacant/undeveloped

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

GOOGLE MAPS STREET VIEW:

MAJOR THOROUGHFARE PLAN:



PROPERTY HISTORY:

This segment of public right-of-way was annexed into the City in 2003. It was originally deeded to Greene County as part of a past development and has since been deeded to the City for responsibility and maintenance.

STAFF COMMENTS:

1. The applicant is proposing to vacate approximately 1.15 acres of public street right-of-way for a new development. The applicant is proposing to dedicate a new street system as part of The Ridge at Ward Branch development and relocate Lyon Avenue.

2. The applicant is requesting to have conditions placed on the proposed vacation, so the developer can make future plans without making the necessary improvements at this time. The developer will have 3 years to meet all conditions or the property will remain public right of way.

3. Planning and Zoning Commission is only authorized to approve a vacation request if there are no conditions for approval. The proposed conditions will require City Council to approve the vacation request.

4. The proposed vacation 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 request for rezoning. A summary of this meeting is attached (Attachment 2).

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 300 feet: Mailed: 6 Returned: 0

ATTACHMENT 1: DEPARTMENT COMMENTS

AT&T COMMENTS:

No objections

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No issues with vacation.

CLEAN WATER SERVICES COMMENTS:

Provide a sewer easement on the final plat.

E-911 COMMENTS:

No issues.

FIRE DEPARTMENT COMMENTS:

No issues with vacation.

MODOT COMMENTS:

No comments.

PARKS AND GREENWAYS COMMENTS:

In relation to Traffic comments: Ward Branch Phase 2 includes ~2,000 l/f of the Ward Branch Greenway Trail (public improvement).

POLICE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Vacation cannot be approved until Ward Branch Development is final platted. This cannot be final platted until public improvements have been constructed or escrowed.

STORMWATER COMMENTS:

There is no issue with vacation as shown.

ATTACHMENT 2: REQUIREMENTS FOR APPROVAL

In order to approve the vacation of a public street or alley, the Planning and Zoning Commission must make the following findings.

Approval Criteria	Staff Response:
1. All property owners adjacent to the street, alley or public way have access to another street, alley or public way.	All adjacent properties have access to other public streets.
2. The owners of two-thirds of the property adjacent to the street, alley or public way to be vacated have given their consent to the vacation.	Owners of two-thirds of the property adjacent to the public right-of-way petitioned for the vacation.
3. That the retention of the street, alley, public way or subdivision serves no useful purpose.	The requested public street right-of-way to be vacated will be relocated as part of a new development. The proposed conditions will assure that the new streets will meet City standards and provide necessary street connectivity.
4. That the vacation will not affect the ability to use utilities, public or private.	The applicant will be dedicating any replacement easements to accommodate existing utilities.

ATTACHMENT 3: LEGAL DESCRIPTION

A part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 14, Township 28 North, Range 22 West, in the City of Springfield, Greene County, Missouri, being a part of a tract of land recorded in the Greene County Recorder's Office in Deed Book 2019 at Page 6684-19 and Deed Book 2019 at Page 6685-19, more particularly described as follows:

COMMENCING at the East Quarter Corner (E¼) of said Section 14; thence N88°48'38"W (S89°10'19"W Deed), along the North line of said NE¼ of the SE¼, a distance of 74.40 feet (73.29' Deed) to a point on the West Right-of-Way line of State Highway 160, per Final Right-of-Way Plans (Job no. J8P0792, dated 9/10/2010); thence along said West Right-of-Way line the following three (3) courses: 1) S00°52'14"W (S00°08'35"E Deed), a distance of 171.33 feet (172.77' Deed); 2) S13°09'57"E (S15°14'29"E Deed), a distance of 103.08 feet (103.56' Deed) 3) S01°15'10"W (S00°39'31"E Deed), a distance of 396.65 feet (393.97' Deed) to a point on the North line of the South One-Half (S½) of said NE¼ of the SE¼; thence N88°41'14"W (S89°16'59"W Deed), along said North line, a distance of 37.40 feet for a POINT OF BEGINNING; thence S01°41'11"W, a distance of 717.72 feet; thence N20°12'10"W (N22°01'56"W Deed), a distance of 237.57 feet; thence N01°00'05"E (N00°49'41"W Deed), a distance of 279.48 feet; thence N13°25'04"E (N11°35'18"E Deed), a distance of 222.15 feet (223.95' Deed) to a point on said North line; thence S88°41'14"E (N89°16'59"E Deed), along said North line, a distance of 46.74 feet to the POINT OF BEGINNING.

Containing 50,067 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

NEIGHBORHOOD MEETING SUMMARY

1. Request to vacate: Portion of Lyon Street ROW
   (subject address)
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: 15
5. How was the mailing list 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:

Comments were general inquiries about what was being proposed. The proposed relocation of Lyon was discussed.

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

None Received.

Jared Rasmussen, P.E.
Olsson

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 & Charlie Dischinger	702 W. Farm Rd 178 - Spg	417 887 0747
Allena Hemphill	5117 S. Campbell	417-849-2368
Regina Welch	4950 S. Wellington Dr.	417-818-1300
Karen Darnell	4878 S. Wellington Dr.	417-569-8877
JP: Kamille Barke	4866 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

550 St. Louis Street
Springfield, MO 65806

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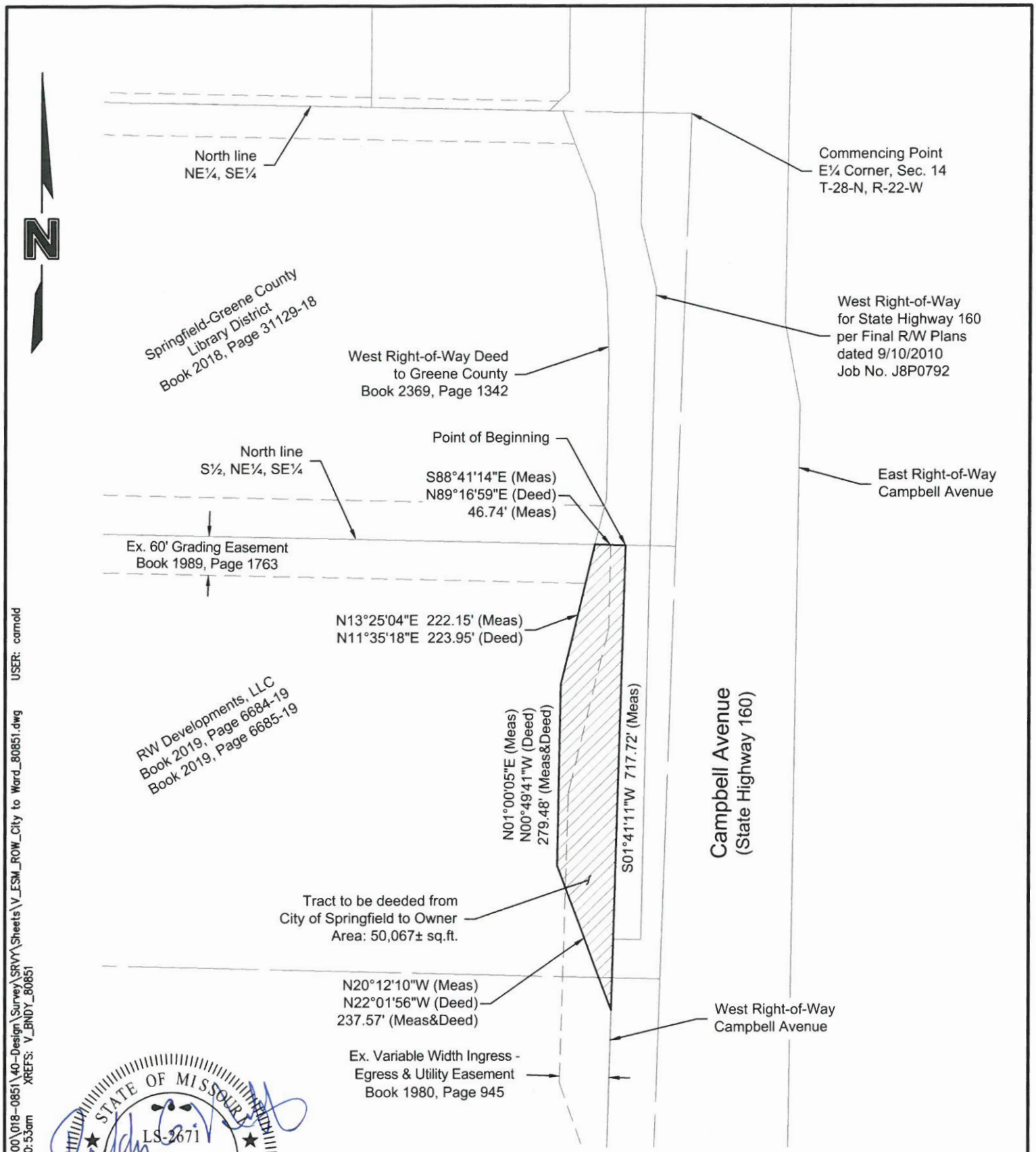
FAX 417.890.8805
www.olsson.com



This sketch is not a boundary survey. It is intended to show the configuration of a proposed easement. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.

PROJECT NO: 018-0851	RIGHT-OF-WAY RIDGE AT WARD BRANCH	olsson	Olsson, Inc. Survey MO Certificate of Authority #LC366 550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802 FAX 417.890.8805	EXHIBIT
DRAWN BY: CDA				B
DATE: 04-24-19				

One-rdg. _____
P. Hrngs. X
Pgs. 27
Filed: 08-06-19

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 185 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the issuance of Conditional Use Permit No. 437 for the purpose of allowing an electronic message center sign in the R-SF, Residential Single-Family District, generally located at 1551 East Portland Street.

_____

WHEREAS, pursuant to Section 36-363 of the Land Development Code of the City of Springfield, Missouri, City Council may grant permits for certain types of uses in certain zoning districts; and

WHEREAS, an application for a Conditional Use Permit to allow an electronic message center sign in a R-SF, Residential Single-Family District has been received; and

WHEREAS, the Planning and Zoning Commission held a properly noticed public hearing, and the Commission found that the necessary conditions existed for issuance of a Conditional Use Permit; and

WHEREAS, City Council finds that sufficient evidence has been presented to satisfy the applicable standards contained in City Code for issuance of a Conditional Use Permit; and

WHEREAS, the granting of such permit is deemed proper and beneficial to the welfare of the City of Springfield, Missouri.

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

Section 1 – A Conditional Use Permit, generally referred to as Conditional Use Permit No. 437, is hereby granted in accordance with the provisions of Section 36-363 of the Land Development Code for the property described on “Exhibit B,” which is attached hereto and incorporated herein by this reference, and generally located at 1551 East Portland Street. Said Conditional Use Permit is issued so as to allow an

electronic message center sign in the R-SF, Residential Single-Family District at the location described in “Exhibit B.”

Section 2 – Building permits and certificates of occupancy may be issued by the City consistent with the regulations and standards described in “Exhibit A,” which is attached hereto and incorporated herein by this reference, which shall govern and control the use and development of the land described in “Exhibit B.”

Section 3 – Any violation of the requirements of this Ordinance shall be grounds for the revocation of Conditional Use Permit No. 436.

Section 4 – This Ordinance shall be in full force and effect from and after passage only so long as the Property and any improvements thereon conform to the conditions and requirements described in this Ordinance.

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 2019-185

FILED: 08-06-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the issuance of Conditional Use Permit No. 437 for the purpose of allowing an electronic message center sign in the R-SF, Residential Single-Family District, generally located at 1551 East Portland Street.

BACKGROUND INFORMATION: CONDITIONAL USE PERMIT NUMBER 437

The applicant is requesting approval for a Conditional Use Permit to allow an electronic message center sign in a R-SF, Residential Single-Family District, generally located at 1551 East Portland Street. The *Zoning Ordinance* requires a Conditional Use Permit for electronic message center signs associated with nonresidential uses located in non-business areas. The applicant has requested the proposed electronic message center sign to replace the church's existing detached sign along E. Portland Street. The proposed sign will match the dimensions of the church's existing detached sign.

The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The applicant has provided responses to the standards for Conditional Use Permits.

CONDITIONS:

1. The regulations and standards listed on "Exhibit A" shall govern and control the use and development of the land in Conditional Use Permit Number 437 in a manner consistent with the attached sign rendering ("Exhibit D - Attachment 6").

2. The proposed electronic message center sign shall be located and constructed in substantial conformance to the attached sign location map and rendering.

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit and is in conformance with the intent and purpose of standards for electronic message center signs located in non-business areas.

2. Approval of this request will provide for the productive use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

The Planning and Zoning Commission held a public hearing on July 11, 2019, and recommended approval, by a vote of 6 to 1, of the proposed conditional use permit on

the tract of land described on the attached sheet (see the attached “Exhibit C,” Record of Proceedings).

REMARKS:

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

Submitted by:

Kyle McGinnis, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Requirements for Conditional Use Permit 437
Exhibit B, Legal Description
Exhibit C, Record of Proceeding
Exhibit D, Development Review Staff Report
ATTACHMENTS:
- Attachment 1, Department Comments for Conditional Use Permit 437
- Attachment 2, Requirements for Conditional Use Permit 437
- Attachment 3, Standards for Conditional Use Permit 437
- Attachment 4, Neighborhood Meeting Summary
- Attachment 5, Sign Location
- Attachment 6, Existing and Proposed Signs
- Attachment 7, Resident Concerns

Exhibit A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 437

1. The electronic message center sign is permitted provided it is in substantial conformance with Attachment 6 and Section 36-454 (8).

2. The site shall meet all other standards of the *Zoning Ordinance* and other applicable ordinances.

Exhibit B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT NUMBER 437

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4) OF SECTION THIRTY (30), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), THENCE NORTH 10 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 10 CHAINS, THENCE EAST 10 CHAINS TO THE PLACE OF BEGINNING, EXCEPT THE NORTH 341.77 FEET THEREOF, AND EXCEPT ANY PART TAKEN FOR STREETS, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Exhibit C

RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT NUMBER 437
Planning and Zoning Commission July 11, 2019

Conditional Use Permit 437
1551 East Portland Street
Applicant: Westminster Presbyterian Church

Mr. Hosmer stated that this is a request to approve an electronic message center sign in a R-SF, Residential Single-Family District located at 1551 East Portland Street. The request is to approve a Conditional Use Permit to allow Westminster Presbyterian Church to replace its existing sign-face with a digitally electronic message sign EMC. The Comprehensive Plan identifies this property as appropriate for community uses (churches). Portland Street is classified as a collector roadway. There are residential districts and uses adjacent to the property. However, the sign is not oriented towards the south, or towards the single-family homes. This application meets the approval standards for a Conditional Use Permit and is in conformance with the intent and purpose of standards for electronic message center (EMC) sign in a Single-Family Residential District. The EMC signs fronting on a local or collector street shall be subject to a conditional use permit for nonresidential uses, subject to the following limitations:

- Limited to static images only. Such static images shall hold on the display for a period of at least eight seconds before transitioning to another static image. The uses of frame effects and animation are prohibited.
- The use of flashing is specifically prohibited in all locations.
- Automatic dimming technology that automatically adjusts the sign's brightness in direct correlation with ambient light conditions.
- No such signs shall exceed a brightness level of 0.3 foot-candles above ambient light.
- The electronic message center portion of the detached sign shall not exceed 40% (percent) of the proposed sign copy area.

Staff recommends approval.

Ms. Melissa Cox asked how City staff insures that the sign (specs) is installed correctly.

Mr. Hosmer noted that there will be inspections during construction.

Mr. King Coltrin asked Mr. Hosmer to send out e-mails/correspondence directing them to current signs that are similarly proposed so that Commission members can see a sample.

Mr. Doennig opened the public hearing.

Mr. William Piston, 828 S. Delaware Avenue, representing Westminster Church and here to answer any questions.

Mr. Randall Doennig as about the settings on the old sign at night.

Mr. William Piston stated that he is not sure of the lumens and the new sign would only have the words lite up, versus the current sign that is entirely lit up.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Ms. Cox motioned to **approve** Conditional Use Permit 437 (1551 East Portland Street). Mr. Coltrin seconded the motion. Ayes: Coltrin, Shuler, Broekhoven, Cox, Jobe, and Rose. Nays: Doennig. Abstain: None. Absent: Ogilvy and Thomas.

Bob Hosmer, AICP
Principal Planner

Exhibit D

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING: JULY 11, 2019

CITY COUNCIL PUBLIC HEARING: AUGUST 12, 2019

CASE NUMBER:
Conditional Use Permit 437

LOCATION: 1551 E. Portland Street

ACRES: 9.32 acres

EXISTING LAND USE: Church

APPLICANT: Westminster Presbyterian Church

STAFF: Kyle McGinnis, 864-1615

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve Conditional Use Permit 437 as submitted.

SUMMARY OF REQUEST:

This is a request to approve an electronic message center sign in a R-SF, Residential Single-Family District so the church may replace its existing sign with a sign capable of displaying messages digitally.

FINDINGS FOR STAFF RECOMMENDATION:

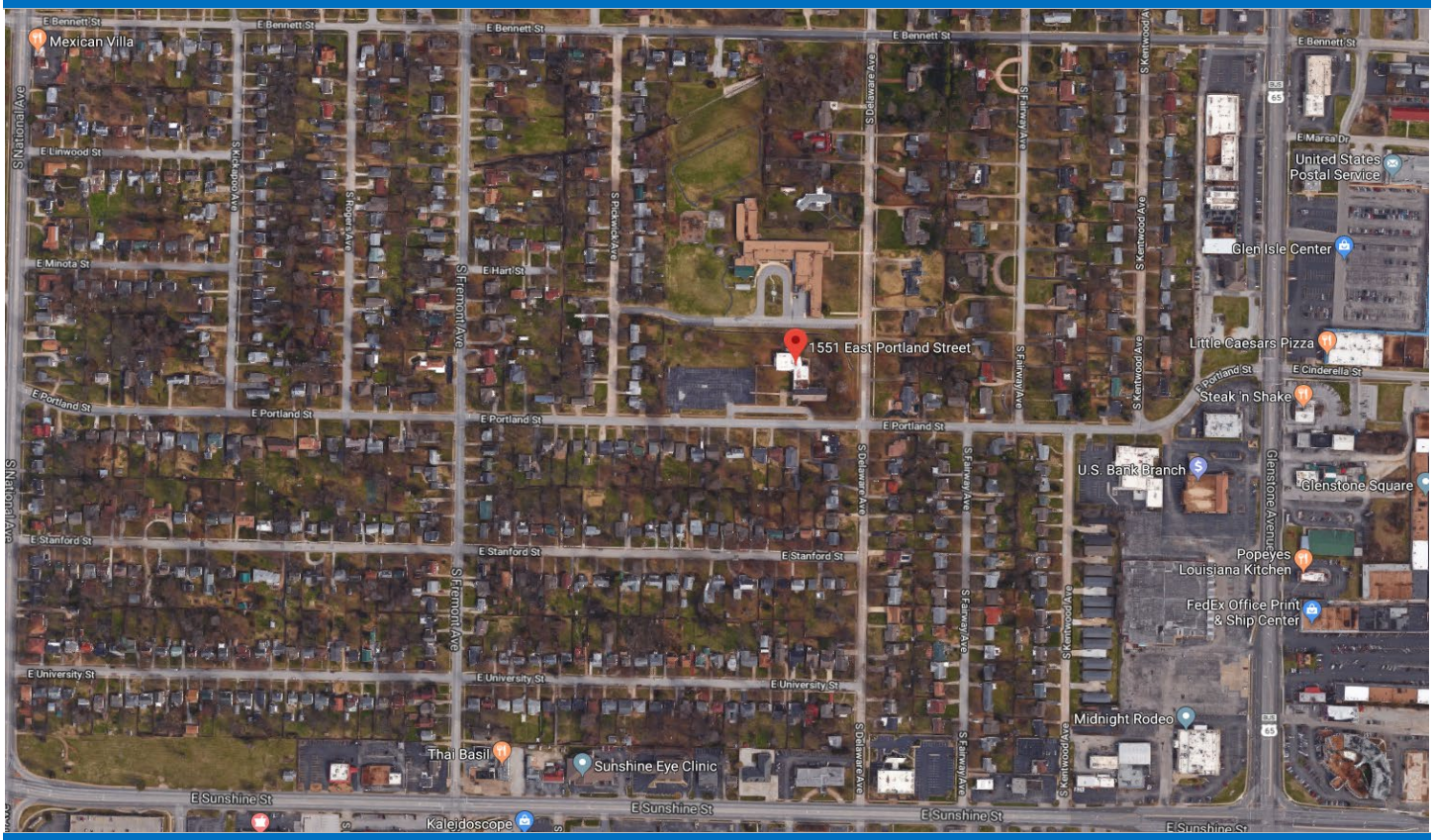
1. Approval of this request will provide for the productive use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

2. This application meets the approval standards for a Conditional Use Permit and is in conformance with the intent and standards for an electronic message center sign in a Single-Family Residential District.

SURROUNDING ZONING AND LAND USES:

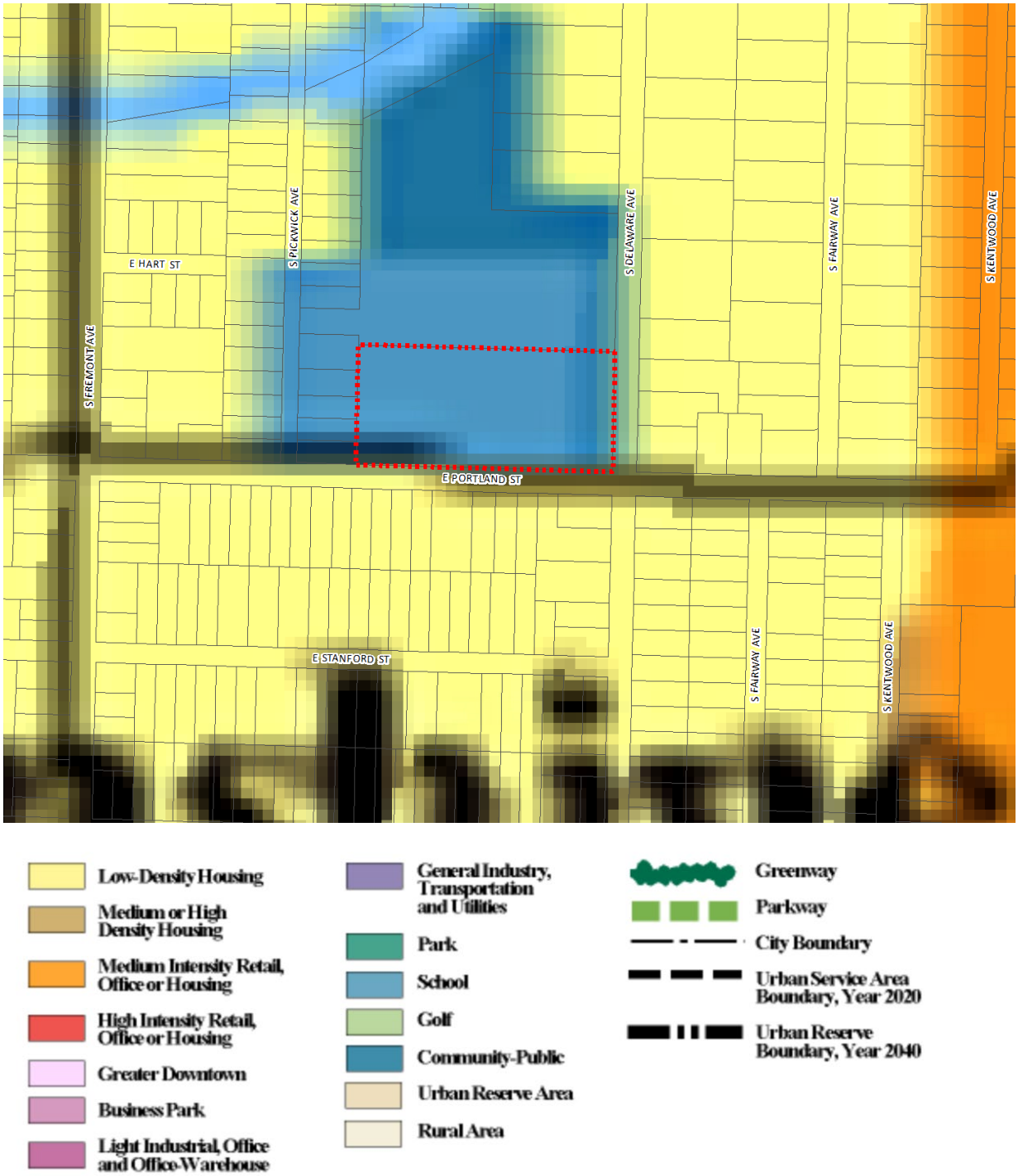
	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	R-SF	R-SF
LAND USE	School	Residences	Residences	Residences

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was zoned R-SF, Residential Single-Family District in 1995 during the citywide re-mapping by General Ordinance 4494.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

(1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.

(8) *Period of validity.*

(a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:

1. A building permit is obtained and the erection or alteration of a structure is started; or
2. An occupancy permit is obtained and the conditional use commenced.

The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.

(b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.

d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

Sec. 36-454. - Signs

(1) *Purpose.* Signs use private land and the sight line created by public rights-of-way to inform and persuade the general public by publishing a message. This section provides standards for the erection and maintenance of signs. All signs shall be erected and maintained in accordance with these standards. The general purpose of these standards is to promote, preserve, and protect the health, safety, general welfare, convenience, and enjoyment of the public, to preserve and protect the aesthetic quality of Springfield, and to achieve the following:

(a) *Safety.* To promote the safety of persons and property by providing that signs:

1. Create a hazard due to collapse, fire, collision, decay, abandonment, or other safety considerations;

2. Obstruct firefighting or police surveillance;
3. Impair the driver's ability to see pedestrians, obstacles, or other vehicles, or to read traffic signs and signals; and
4. Otherwise interfere with or detract from the safety of persons or property.

(b) *Communications efficiency.* To promote the efficient transfer of information in sign messages by providing that:

1. Customers and other persons may locate a business or service;
2. No person or group is arbitrarily denied the use of the sight lines from the public right-of-way for communication purposes; and
3. The messages in signs may otherwise be communicated efficiently.

(c) *Landscape quality and preservation.* To protect the public welfare and to enhance the appearance and economy of the city, by providing that signs:

1. Do not interfere with scenic views;
2. Do not create a nuisance to persons using the public rights-of-way;
3. Do not constitute a nuisance to occupancy of adjacent property by their brightness, size, height, or movement;
4. Do not overwhelm people by the number of messages presented, and do not interfere with the exercise of freedom of choice to observe or ignore said messages, according to the observer's purpose;
5. Do not negatively affect the city's tourism industry;
6. Do contribute to the special character of particular areas or districts within the city, helping the observer to understand the city and be oriented within it;
7. Do otherwise protect and preserve a quality landscape in the city; and
8. Do otherwise enhance the appearance and economy of the city.

(3) *General sign provisions.* The provisions of this section shall apply to all signs in the city, without regard to their location in a residential or commercial zoning district.

(k) All detached signs shall be located no closer to the centerline of a street than that allowed by the right-of-way line established by the major thoroughfare plan.

Street Classification Centerline of Right-of-Way to Setback Line

Residential local\20 feet

(8) *Sign illumination.* Illuminated signs shall be designed, located, and constructed to eliminate or significantly reduce glare.

(a) *Provisions for non-business areas.*

1. Electronic message center signs fronting on a local or collector street shall be subject to a conditional use permit for nonresidential uses, subject to the following limitations:
    a. Such signs shall be limited to static images only. Such static images shall hold on the display for a period of at least eight seconds before transitioning to another static image. The uses of frame effects and animation are prohibited.
    b. The use of flashing is specifically prohibited in all locations.
    c. Such signs shall come equipped with automatic dimming technology that automatically adjusts the sign's brightness in direct correlation with ambient light conditions.
    d. No such signs shall exceed a brightness level of 0.3 foot-candles above ambient light as measured using a foot-candle meter at a preset distance depending on sign size. The measuring distance shall be determined using the following equation: the square root of the product of the sign copy area and 100. (Example using a 12-square-foot sign: square root of the product 12 × 100 equals 34.6 feet measuring distance.)

e. The electronic message center portion of the detached sign shall not exceed 40 percent of the proposed sign copy area.

(16) *Provisions for non-business areas.*

(a) *General provisions.* These provisions shall apply to permanent signs in non-business areas:

1. Dwelling units in the R-SF and R-TH zoning districts shall be allowed to utilize any non-business sign described in subsection 36-454(4), but shall not be allowed to display any other sign.
2. Flashing lights and animation are not allowed.

(b) *Detached signs.* Detached signs are allowed in non-business areas as follows:

1. Each premises containing a multifamily use, permitted nonresidential use, or legal nonconforming use shall be allowed one detached sign.
   a. Premises which are used as a church or school with more than 425 feet of frontage along a single public street may have one additional detached sign.
   b. A minimum of 300 feet of separation, measured radially, shall be maintained between signs.
   c. A minimum setback of 25 feet from adjacent property line shall be maintained for all signs.
   d. No sign shall exceed 25 feet in height above street grade.
2. The size of the detached sign shall be based on one square foot of effective area per linear foot of street frontage on which the sign is located, with the following limitations: the maximum permitted size shall be as designated by the city's major thoroughfare plan.
   a. One hundred square feet on local and collector streets;
   b. Two hundred square feet on secondary arterial streets;
   c. Two hundred fifty square feet on primary arterial streets.
   d. In the case where the street adjacent to the sign is a frontage street between the site and a freeway, as designated by the city's major thoroughfare plan, the maximum size sign permitted shall be 250 square feet.

CODE ITEM	REQUIREMENTS FOR R-SF
Electronic message center (EMC) sign in a residential district	Permitted with a Conditional Use Permit.
Centerline of right-of-way setback for EMC signs in non-business areas	This setback is determined by the classification of the street as set forth by the major thoroughfare plan. New signs constructed along E. Portland Street must be setback at least 30 feet from the centerline of the street's right-of-way.
Sign Illumination for EMC signs on local or collector streets in non-business areas	Only static images lasting a minimum of eight (8) seconds are permitted. Frame effects, animations and flashing are not permitted. Such signs must be equipped with dimming technology to adjust their brightness according to the surrounding light conditions, but such sign lighting may never exceed 0.3 foot candles above the ambient lighting measured at a preset distance determined by the sign's copy area. The illuminated portion of such signs may not exceed 40% of the proposed sign copy area.
Number of detached signs permitted in non-business areas	Each premise containing a multifamily use, permitted nonresidential use, or legal nonconforming use are generally permitted one (1) detached sign; however, churches or schools with more than 425 feet of frontage on

	a single street are permitted up to two (2) detached signs. Should two (2) signs be located on a single premise, 300 feet of separation must be maintained between them.
Property line setback of detached signs in non-business areas	New detached signs constructed in non-business areas must maintain a minimum 25-foot setback from all adjacent property lines, excluding public right-of-way.
Height of detached signs in non-business areas	New detached signs constructed in non-business areas may not exceed a maximum height of 25 feet as measured from street grade.
Maximum detached sign copy area in non-business areas	Detached signs are limited to one (1) square foot of copy area for everyone (1) linear feet of street frontage for the street on which the sign is located; however, signs fronting collector streets may not exceed a copy area of 100 square feet.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this property as appropriate for community uses, such as a place of worship.

STAFF COMMENTS:

1. The applicant, Westminster Presbyterian Church, has requested a Conditional Use Permit to allow an electronic message center (EMC) sign on the church's property located at 1551 E. Portland Street. This property is zoned R-SF, Residential Single-Family, where such signs are permitted on the premise of permitted nonresidential uses, such as a church, provided a Conditional Use Permit is approved.
2. The proposed EMC sign will utilize the church's existing limestone base located adjacent to E. Portland Street, as noted in Attachment 5. The existing limestone base is located approximately 31 feet from the right-of-way centerline of E. Portland Street, where a minimum 30-foot setback is required.
3. Detached signs located in non-business areas are limited to a height of 25 feet as measured from street grade. In addition, such signs are also limited to 100 square feet of copy area. The proposed EMC sign will not change the existing sign's dimensions, nor will it alter the dimensions of the sign's existing limestone base. The proposed EMC sign would therefore stand approximately seven (7) feet tall as measured from grade and would contain a copy area of approximately 38 square feet per sign face. Both the existing sign and a rendering of the proposed EMC sign can be seen in Attachment 6.
4. Per Attachment 2, the digital portion of the sign will total 12 square feet on each side. As noted above, the illuminated portion of EMC signs located in non-business areas may not exceed 40% of the proposed sign copy area. With a copy area of 38 square feet per sign face, the proposed illuminated portion represents only 32% of the sign's total copy area.
5. Per Section 36-454 (8) (a) (1) (d), the light produced by the proposed sign may not exceed 0.3 foot candles above ambient light at a distance of 61 feet from the base of the sign. The proposed EMC sign will be oriented in an east-west fashion. The nearest property line to the west is located approximately 187 feet from the existing limestone base, and the nearest property line to the east, which fronts the public right-of-way of S. Delaware Avenue, is located approximately 449 feet from the existing limestone base. The sign is not oriented towards the south, where the nearest single-family homes are located. As a result, staff expects the proposed sign will have a minimal impact on the surrounding properties.
6. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 of the Zoning Ordinance. Any development of this property must also follow the requirements for detached and EMC signs in non-business areas as outlined in the Zoning Ordinance. The general standards for Conditional Use Permits are listed in Attachment 3.
7. Approval of this request will provide for the productive use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
8. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on June 20, 2019 regarding the request for a Conditional Use Permit. A summary of this meeting is included in Attachment 4.

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: 29

Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS FOR CONDITIONAL USE PERMIT 437

BUILDING DEVELOPMENT SERVICES COMMENTS:
No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:
Traffic has no issues with the proposed CUP or sign location.

STORMWATER COMMENTS:
No issue with stormwater with conditional use permit presented.

CLEAN WATER SERVICES COMMENTS:
No impact on public sewer.

FIRE DEPARTMENT COMMENTS:
No comments.

CITY UTILITIES COMMENTS:
No issues with proposed CUP.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
REQUIREMENTS FOR CONDITIONAL USE PERMIT 437

1. The electronic message center sign is permitted provided it conforms with the requirements set forth in Section 36-454 (8).

2. The sign shall meet all other standards of the Zoning Ordinance and other applicable ordinances.

ATTACHMENT 3
STANDARDS FOR CONDITIONAL USE PERMIT 437

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	**Developer's Response:**	**Staff Comments:**
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	Permit will be consistent with adopted policies.	This standard is not generally applicable to the proposed conditional use, as the request is for an electronic message center (EMC) sign in a non-business area and is not a matter of land use. Per the Springfield Comprehensive Plan, this site was designated for community use, such as a place of worship, and is therefore being used in alignment with the Comprehensive Plan's vision for the area.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	There are no changes to the dimensions of the existing monument sign and would have no change in the effect to vehicular or pedestrian traffic.	The proposed sign meets the minimum setback from the right-of-way centerline of E. Portland Street and complies with code's maximum height limitation for detached signs in non-business areas. Therefore, the proposed sign will not adversely affect the safety of vehicular or pedestrian traffic moving through the area.
3. The proposed conditional use will adequately provide for safety from fire hazards, and have effective measures of fire control.	Not applicable.	This standard is not generally applicable to the proposed conditional use.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	Not applicable.	This standard is not generally applicable to the proposed conditional use.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	Not applicable.	This standard is not generally applicable to the proposed conditional use.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	This sign faces east and west and there are no homes close to this location in both directions (east and west). It does not face south where homes on Portland are located. Any light from the sign will only be seen from the east or west and not from the homes on the south.	The proposed sign will face both east and west. All light produced by the sign will shine, generally, in the same direction as the traffic that flows through E. Portland Street. Based on staff's measurements, the nearest home to the west is located approximately 240 feet from the base of the sign. The nearest home to the east is located approximately 595 feet from the base of the sign. Per code, the electronic message center sign may not produce light in excess of 0.3 foot candles above ambient light at a distance of 61 feet from the base of the

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Developer's Response:	Staff Comments:
		sign. In conclusion, any light visible from the residential properties to the east or west should be minimal. Although the sign base is located approximately 110 feet from the nearest home to the south, the sign would not face this direction and would therefore have little impact on these properties.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	The existing monument sign is not located near any lighting or signage associated with traffic control.	The proposed sign would not be located near any lit intersections and would meet the minimum setback required of signs near the intersection of streets. Staff expects this sign to have no impact on traffic control in the area.
8. Such signs will not have an adverse effect on any adjacent properties.	The sign faces east and west so the light produced by it will not adversely impact the homes nearest the sign to the south.	As noted in response to standard six, the proposed sign's lighting will not adversely impact the nearby residential properties. In addition, the proposed sign will not alter the dimensions of the existing sign, nor will it change the location of the existing limestone base.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	Not applicable.	This standard is not generally applicable to the proposed conditional use.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	The new sign, whose message can be more easily changed, will afford the Delaware Neighborhood Association more opportunity to communicate with the neighborhood. They are currently promoting the neighborhood ice cream social on our sign.	The proposed sign will not have any substantial or undue adverse effect upon the public health, safety and general welfare. Code provides measures by which to limit the sign's lighting impact on the neighbors surrounding the subject property. In addition, only static messages lasting at least eight (8) seconds may used by this sign; frame effects, flashing and animations are strictly prohibited. These measures are intended to help preserve the residential character of the sign's surroundings while also permitting the efficient display of information.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In	This updating and refurbishing to an existing sign is located on private church property and will not impact the future development of surrounding properties.	The proposed sign will not alter the existing sign's dimensions and so will not dominate the immediate vicinity beyond the existing sign's impact. In addition, both the existing and proposed signs would comply with code's limitations on copy area and

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Developer's Response:	Staff Comments:
determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, walls and fences on the site; and b. The nature and extent of landscaping and screening on the site.		height, making the proposal appropriate at this location.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	No change. Using existing limestone base.	The proposed conditional use will only alter the appearance of the sign cabinet and includes no changes to the site's topography or other physical features. The existing limestone base will remain in place.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	The project will include using the limestone base to the current sign which was gifted to the church by members many years ago to match the limestone exterior of the church.	The conditional use will only result in the removal of the existing sign cabinet. The limestone base, which was built by church members to match the church's exterior, will remain in place and unchanged.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	No change in dimension or size of existing sign.	The proposed sign will indeed comply with all applicable regulations set forth in the Zoning Ordinance.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	The updated sign's messages will be more easily changed which will allow more current information and more frequent use by the Delaware Neighborhood Association, which we are actively working with to improve the neighborhood.	The applicant has stated that the sign will be used by both the church and the neighborhood association for the display of messages relevant to either party. The intent of digital signs is to more effectively communicate multiple messages to the public while simultaneously reducing the time required to produce and maintain said messages.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect	Not applicable.	This standard is not generally applicable to the proposed conditional use.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic	Not applicable.	This standard is not generally applicable to the proposed conditional use.

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Developer's Response:	Staff Comments:
hazards and to minimize traffic congestion in public streets and alleys.		
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	Not applicable.	This standard is not generally applicable to the proposed conditional use.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	This is an update and refurbishment to an existing sign whose location and size will not be changed.	This proposal will not interfere with any of the aforementioned conditions.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	The proposed updating of the sign will meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	A permit will be required prior to the construction of the proposed sign, at which point city staff will review the proposed schematics for compliance with all relevant requirements.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	Not applicable.	This standard is not generally applicable to the proposed conditional use.

ATTACHMENT 4
NEIGHBORHOOD MEETING SUMMARY

Neighborhood Meeting Notice

Date of Letter: June 10 2019

DEAR PROPERTY OWNER,

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

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

APPLICANT CONTACT INFORMATION

Applicant/Representative Name: Richard Pogue—Westminster Presbyterian Church

Address: 5162 S. Clay Avenue

City, State and Zip: Springfield, MO 65810

Phone Number: (417) 840-7477 E-mail: pogue5925@aol.com

PROJECT LOCATION: 1551 E. Portland Street

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

Refurbish and update existing monument sign adding a 2 foot X 6 foot digital message board.

PUBLIC NEIGHBORHOOD MEETING

Date of Meeting: June 20, 2019

Location of Meeting: Westminster Presbyterian Church
1551 E. Portland Street, Springfield, MO 65804

Time of Meeting: ● 4:00pm to 6:30pm

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

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

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: WESTMINSTER PRESBYTERIAN CHURCH
2. Meeting Date & Time: JUNE 20, 2019 4:00 - 6:30 PM
3. Meeting Location: WESTMINSTER CHURCH 1551 E PORTLAND
4. Number of invitations that were sent: 173 LETTERS
5. How was the mailing list generated: CITY STAFF IN PLANNING + DEVELOPMENT DEPT
6. Number of neighbors in attendance (attach a sign-in sheet): 2
7. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

   NO COMMENTS OR ISSUES.

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

   NONE

I, RICHARD POGUE *(print name)*, attest that the neighborhood meeting was held on 6/20/19 *(month/date/year)*, and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Richard K Pogue
Signature of person completing affidavit

RICHARD K. POGUE
Printed name of person completing affidavit

CITY OF Springfield

Please Sign In

Thank you for coming. Please leave your name and contact information.

DATE	NAME	CONTACT INFORMATION
06-20-19	Bobby & Barbara Lasater	417-339-8360
6/20/19	Kevin Ray Evans	417-888-0288

ATTACHMENT 5
SIGN LOCATION

ATTACHMENT 6
EXISTING AND PROPOSED SIGNS

ATTACHMENT 7
RESIDENT CONCERNS

Dear Sirs and Madams,

I wish to voice my strong opposition to a digital sign installation at the Westminster Presbyterian Church. A scrolling, blinking, or otherwise attention-getting sign is not only not needed in the digital age where it is very simple to post messages or send emails to interested parties, but it is another distraction from driving that we do not need. Those interested in events at Westminster Presbyterian Church can access either those on its web page or its newsletter. In addition, there is little traffic on Portland or Delaware, so how many potential church members or guests will be exposed to the church's message? Our drivers do not need another distraction on the road, and the church's neighbors do not need a flashing light outside their window at night.

Sincerely,

Greg Burnett
1433 E. Stanford

DATE:	6-14-19	Telephone No.	214 215 7477
YOUR NAME:	LINDA SVEHLAK		
YOUR ADDRESS:	1601 S. Fairway Springfield, Mo. 65804		
PROJECT ADDRESS:			

COMMENTS: I DISAPPROVE. THIS IS A very calm and peaceful neighborhood & WE DO NOT want 'blinking Lights' going in neighbor hood.

One-rdg. _____
P. Hrngs. X
Pgs. 17
Filed: 08-06-19

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 186 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 0.17 acres of property, generally located at 613, 615, and 617 West Division Street, from R-SF, Single-Family Residential District to LB, Limited Business District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

WHEREAS, an application has been filed for a zoning change of the properties generally located at 613, 615, and 617 West Division Street, and more fully described in "Exhibit A," from R-SF, Single-Family Residential District to LB, Limited Business District; and

WHEREAS, following proper notice, a public hearing was held before the Planning and Zoning Commission on July 11, 2019, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit B," and said Commission made its recommendation; and

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

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

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

Section 1 – The properties described in "Exhibit A," which is attached hereto and incorporated herein by this reference, are hereby rezoned from R-SF, Single-Family Residential District, or such zoning districts as are designated on the official zoning map adopted by City Council, to LB, Limited Business District. Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby

amended, changed and modified consistent with this Ordinance.

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 -186

FILED: 08-06-19

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 0.17 acre of property generally located at 613, 615 and 617 West Division Street from R-SF, Single-Family Residential District to LB, Limited Business District. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-17-2019

The applicant is proposing to rezone approximately 0.17 acre of property from R-SF, Single-Family Residential District, to a LB, Limited Business District. The applicant is having issues trying to sell their legal nonconforming beauty salon and barber shop business and by rezoning will be able to sell them as conforming uses. There are also apartments behind the non-residential uses on the property.

REMARKS:

The Planning and Zoning Commission held a public hearing on July 11, 2019, and recommended approval, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing land uses, however, this property is located along Division Street which is classified as a primary arterial on the Major Thoroughfare Plan. The beauty salon and barber shop have been determined to be legal nonconforming uses. The non-residential uses were discontinued on December 31, 2018 when the business license was not renewed. When a nonconforming use of land is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use except in case of damage or destruction), such use shall not thereafter be reestablished or resumed, and any subsequent use or occupancy of such land, building or structure shall comply with the regulations of the zoning district in which it is located. The proposed rezoning to the LB district would allow the existing uses to be conforming.

2. The subject property is appropriate for LB zoning which is intended for uses that provide convenience goods or personal services primarily to people residing in adjacent residential areas and are recommended to be located along or at the

intersections of collector or higher classification streets. The subject property is located along Division Street, a primary arterial roadway and is less than 300 feet from the intersection of Division Street and Grant Avenue, both primary arterials.

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

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

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

Exhibit A

LEGAL DESCRIPTION
ZONING CASE Z-17-2019

The West Seventy-five (75) feet of Lots forty-four and forty-seven (44 and 47) in Jenkins' Addition in the City of Springfield, Greene County, Missouri.

Exhibit B

RECORD OF PROCEEDINGS
ZONING CASE Z-17-2019
Planning and Zoning Commission July 11, 2019

Z-17-2019
619 West Division Street
Applicant: Alfred and Sandra Muse

Mr. Hosmer stated that this is a request to rezone approximately 0.17 acre of property located at 613, 615 & 617 West Division Street from R-SF, Single-Family Residential District, to a LB, Limited Business District. There is currently one driveway access point onto the property from West Division Street that will need to be closed, as it does not meet the minimum spacing requirements from the alleyway/N. Main Avenue. 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 be allowed, and detention will not be required. Staff recommends approval.

Mr. Doennig opened the public hearing.

Ms. Sandra Mase, 1613 N. Golden, here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Ms. Cox motioned to **approve** Z-17-2019 (619 West Division Street). Mr. Coltrin seconded the motion. Ayes: Doennig, Coltrin, Shuler, Broekhoven, Cox, Jobe, and Rose. Nays: None. Abstain: None. Absent: Ogilvy and Thomas.

Bob Hosmer, AICP
Principal Planner

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING: JULY 11, 2019

CITY COUNCIL PUBLIC HEARING: AUGUST 12, 2019

CASE NUMBER:
Z-17-2019

LOCATION:
613, 615 & 617 West Division Street

ACRES:
0.17 acre

EXISTING LAND USE:
Beauty salon, barber shop and apartments

APPLICANT:
Alfred and Sandra Mase

STAFF:
Daniel Neal, 864-1036

STAFF RECOMMENDATION:
Approve

PROPOSED MOTION:
Move to approve Z-17-2019 as submitted

SUMMARY OF REQUEST:

Request to rezone approximately 0.17 acre of property from R-SF, Single-Family Residential District, to a LB, Limited Business District.

FINDINGS FOR STAFF RECOMMENDATION:

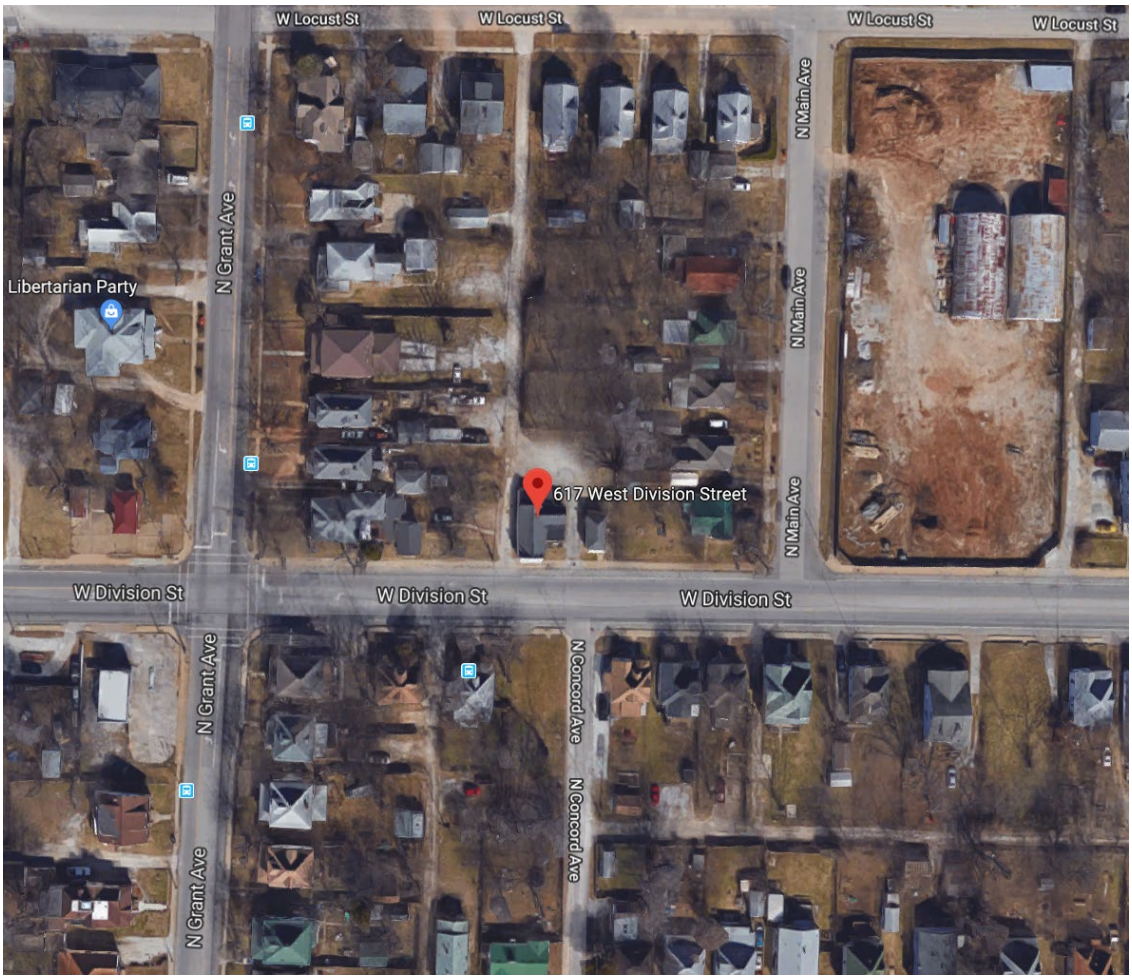
1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing land uses, however, this property is located along Division Street which is classified as a primary arterial on the Major Thoroughfare Plan. The beauty salon and barber shop have been determined to be legal nonconforming uses. The non-residential uses were discontinued on December 31, 2018 when the business license was not renewed. When a nonconforming use of land is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use except in case of damage or destruction), such use shall not thereafter be reestablished or resumed, and any subsequent use or occupancy of such land, building or structure shall comply with the regulations of the zoning district in which it is located. The proposed rezoning to the LB district would allow the existing uses to be conforming.

2. The subject property is appropriate for LB zoning which is intended for uses that provide convenience goods or personal services primarily to people residing in adjacent residential areas and are recommended to be located along or at the intersections of collector or higher classification streets. The subject property is located along Division Street, a primary arterial roadway and is less than 300 feet from the intersection of Division Street and Grant Avenue, both primary arterials.

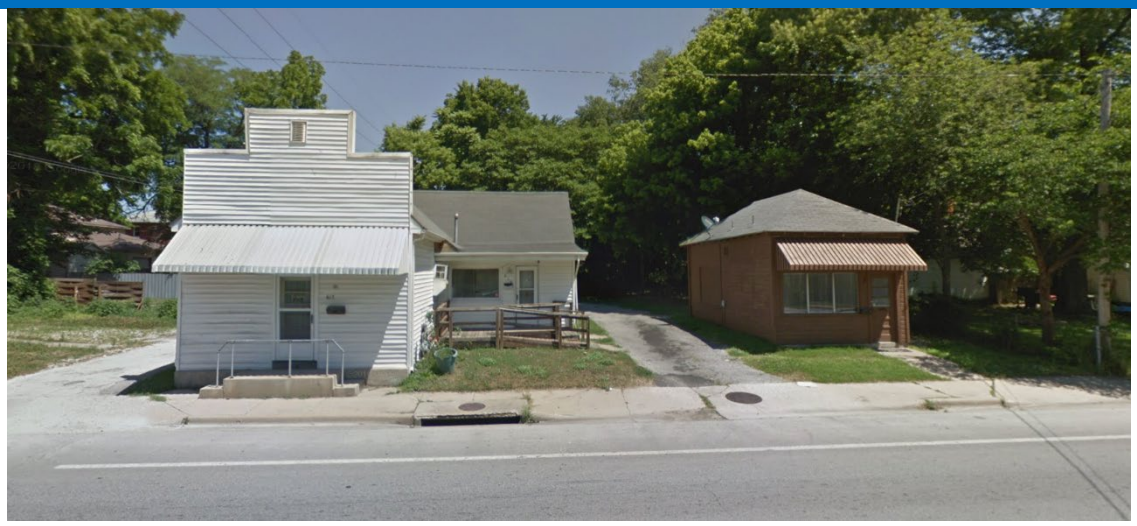
3. This request is consistent with the City's policies to promote infill development and increased intensity where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:				
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	R-SF	R-SF	R-SF	R-LD
LAND USE	Single-family residences	Single-family residences	Single-family residences	Single-family residences

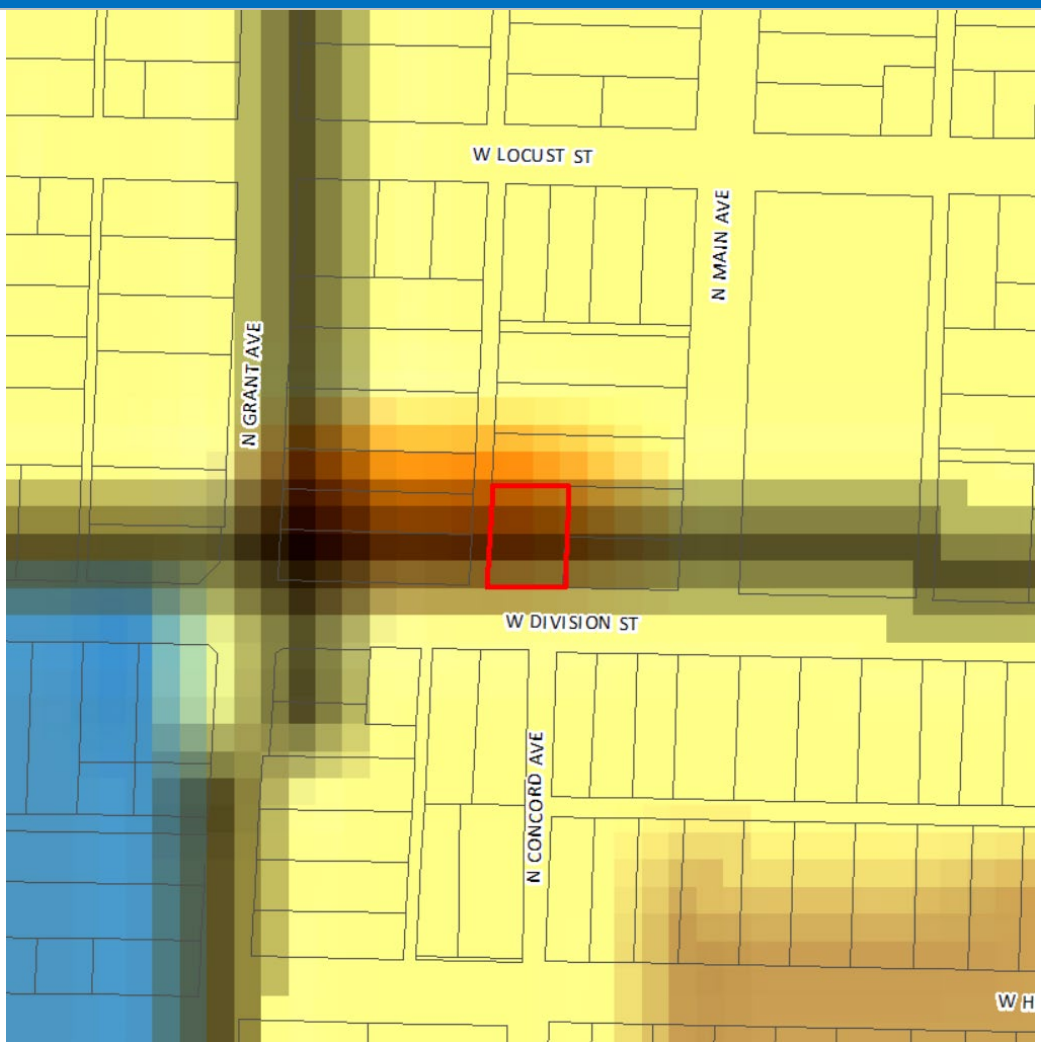
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



OOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



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

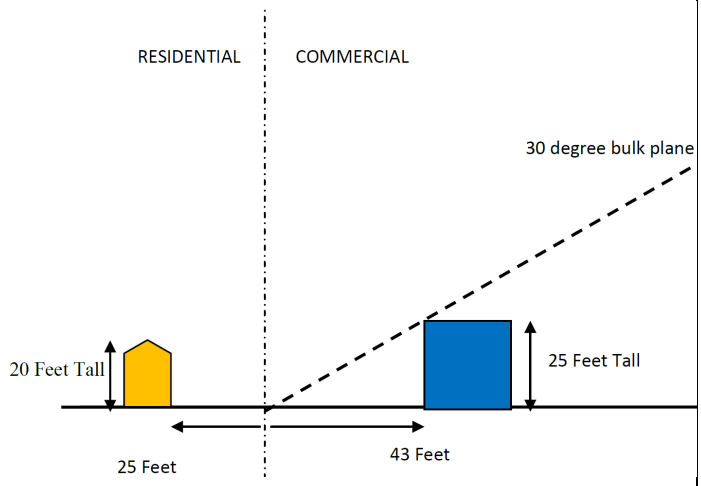
PROPERTY HISTORY:

The subject property is currently zoned R-SF, Single-Family Residential District and has been since the Citywide remapping in 1995.

COMPATIBILITY WITH THE ZONING ORDINANCE:

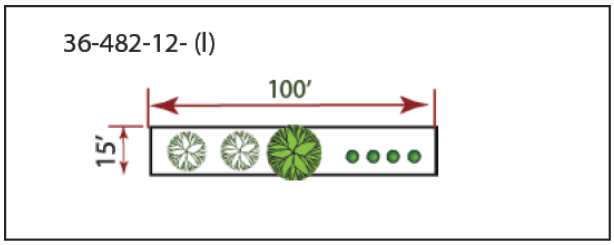
CODE ITEM	REQUIREMENTS FOR LB
Use Limitations	(a) All activities and permitted uses except off-street parking and loading facilities, drive-thru facilities and day care activities shall be conducted entirely within a completely enclosed building. (b) No individual store, personal service establishment or other permitted use shall have a gross floor area greater than 5,000 square feet.
Maximum Structure Height	Principal building: 25 feet and except that no building shall be higher than a 30-degree bulk plane adjacent to R-SF or R-TH Districts
Front Yard Setback	Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space and yard regulations
Side and Rear Setbacks	Side yard: None, except as required by the supplemental open space and bufferyard requirements. Rear yard: 20 percent of the lot depth or ten feet whichever is greater. No more than 25 feet shall be required.
Open Space Requirement	20%
Design Requirements	Standard per code

BULK PLANE



LANDSCAPING

Bufferyard Type “S2” when across street from R-SF



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing land uses, however, this property is located along Division Street which is classified as a primary arterial on the Major Thoroughfare Plan.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* states that protection of our existing residential neighborhoods is a prime concern. It is important to ensure that new land uses are not detrimental to residential areas and to recognize the vulnerability of residential areas to certain adverse impacts. This objective does not mean that non-

residential land uses are automatically inappropriate in residential areas; it means that design and location criteria must take into account for the existing residential areas. Mixed land uses, as well as mixed residential densities, will need to be accommodated in the future. These must be accommodated with sensitivity to existing residential neighborhoods. The plan encourages mixed use. However, where commercial areas are concentrated they should be sited and designed to have a minimal effect on adjacent lower-intensity development, and the environment.

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

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 0.17 acre of property from R-SF, Single-Family Residential District, to a LB, Limited Business District. The applicant is having issues trying to sell their legal nonconforming beauty salon and barber shop business. There are also two apartments behind the non-residential uses.

2. The beauty salon and barber shop have been determined to be legal nonconforming uses. The non-residential uses were discontinued on December 31, 2018 when the business license was not renewed. When a nonconforming use of land is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use except in case of damage or destruction), such use shall not thereafter be reestablished or resumed, and any subsequent use or occupancy of such land, building or structure shall comply with the regulations of the zoning district in which it is located.

3. The subject property is appropriate for LB zoning which is intended for uses that provide convenience goods or personal services primarily to people residing in adjacent residential areas. It also includes selected retail and service uses that are similar in land use intensity and physical impact to the neighborhood sales and service uses permitted in this district. This district is designed to accommodate compact, freestanding commercial centers or to function as a transition between more intense commercial uses and residential neighborhoods. Because the permitted retail and personal service uses may be an integral part of the neighborhood, more restrictive requirements for light, air, open space, building design and landscaping are made than are provided in other commercial districts. This district should be located along or at the intersections of collector or higher classification streets. The subject property is located along Division Street, a primary arterial roadway and is less than 300 feet from the intersection of Division Street and Grant Avenue, both primary arterials.

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 standard right-of-way width for West Division Street is 50 feet from the centerline. It appears approximately 14 feet of additional right-of-way needs to be acquired along the property frontage of West Division Street. However, ARC unanimously approved to allow a reduction in the entire amount of right-of-way to be dedicated along West Division Street – citing concerns about the ability for the existing structures to remain, and consistency with the rest of the corridor.

5. There is currently one driveway access point onto the property from West Division Street that will need to be closed, as it does not meet the minimum spacing requirements from the alleyway/N. Main Avenue. Access will be permitted off the alleyway. Any change of use to the subject property will require the current gravel parking lot to be brought up to meet current off-street parking design requirements.

6. If the existing structures are utilized, then bufferyard requirements are not triggered. If the site is redeveloped, the subject property will require a bufferyard along the north and east property line adjacent to the R-SF, Single Family

zoning district. The normal bufferyard required between LB and single-family zoning would be a Bufferyard "Type D" at least fifteen (15) feet wide. For each one-hundred (100) linear feet of bufferyard, there must be two (2) canopy trees, two (2) understory trees, two (2) evergreen trees and fourteen (14) shrubs with a six-foot solid wood fence or solid masonry/brick wall, or six-foot solid evergreen hedge. These may be reduced by utilizing the narrow or shallow lot exemptions.

7. If the existing structures are utilized, then bufferyard requirements are not triggered. If the site is redeveloped, the normal bufferyard required between LB and R-SF with public street right-of-way 70 feet or less would be a Bufferyard "Type S2" at least fifteen (15) feet wide. A street bufferyard would be required along the south and west property line adjacent to Main Avenue and on the south along Division Street across from the R-SF zoning districts. Plantings required for a Type S2 bufferyard are for each one-hundred (100) linear feet, there must be at least one (1) canopy tree, two (2) understory trees and four (4) shrubs. No structures are required as part of this bufferyard.

8. If the existing structures are utilized, then perimeter landscaping requirements are not triggered. If the site is redeveloped, perimeter landscaping is required if a parking lot is within 50 feet of the right-of-way and there is no intervening building. This can vary in size according to the parking lot layout such as landscaped parking island being within 30 feet of the street and varied widths of landscaping strips. This is not in addition to the S2 bufferyard, but rather overlaying bufferyard. Parking lots or vehicle use areas are required to be screened by a four-foot fence or berm. No parking is permitted within 25 feet of the right-of-way or 100 feet from the residential property to the south.

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

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

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on June 11, 2019, regarding the request for rezoning. A summary of this meeting is attached (Attachment 2).

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 23 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

City Utilities has no issues with proposed rezoning.

CLEAN WATER SERVICES COMMENTS:

No comments.

FIRE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies W. Division Street as a Primary Arterial roadway. The standard right-of-way width for W. Division Street is 50 feet from the centerline. It appears approximately 14 feet of additional right-of-way needs to be acquired along the property frontage of W. Division Street. However, ARC unanimously approved to allow a reduction in the entire amount of right-of-way to be dedicated along W. Division Street – citing concerns about the ability for the existing structures to remain, and consistency with the rest of the corridor. A survey is recommended to determine the exact amount of existing right-of-way. W. Division Street is a City-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING
The most recent traffic count on W. Division Street east of N. Grant Avenue is 10,750 vehicles per day. Parking is not allowed along W. Division Street.

DRIVEWAY ACCESS
There is currently one driveway access point onto the property from W. Division Street that will need to be closed, as it does not meet the minimum spacing requirements from the alleyway/N. Main Avenue. Access will be permitted off the alleyway.

SIDEWALK
There is existing sidewalk along the property frontage of W. Division Street. 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 W. Division Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS
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 just recently completed improvements at the intersection of Grant and Division. This included traffic signal upgrades and ADA improvements. A Traffic Impact Study will be submitted for a property one block to the east of the property in question. Depending on the results of this Traffic Impact Study, improvements may or may not be necessary.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft)	Required Street ROW from Centerline (ft)
Street 1	W. Division Street	Primary Arterial	No	36	50

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	0.68	0.85	8.16	N/A
***Proposed Trips Generated**	1.87	6.8	79.9	N/A
Additional Trips Generated	1.19	5.95	71.74	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 Lower Jordan Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is not 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, and detention will not 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	Lower Jordan Creek
Is property located in Floodplain	No
Is property located on a sinkhole	No
Is property located in a stream buffer?	No
Is stormwater buyout an option	Yes

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Residential (existing zoning) to Commercial (proposed zoning)
2. Meeting Date & Time: June 11th 2019 4PM - 630 PM
3. Meeting Location: 617 W. Division
4. Number of invitations that were sent: 166
5. How the mailing list was generated: ZONING
6. Number of neighbors in attendance (attach a sign-in sheet): 1
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

Lisa League / moved in neighborhood six months ago, on Hovey St. / Does not want neighborhood to go down!

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

I told her that I had property sold for, Barber Shop, eff. apt., + tatoo parlor, which she was against! But that the sale fell through, Because Realator called City and found out it was listed Residential! If it was a Beauty Shop it could be grandfathered in, which she was o.k. with!

I, Sandra Mase (*print name*), attest that the neighborhood meeting was held on 6-11-19 (*month/date/year*), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Sandra Mase
Signature of person completing affidavit

SANDRA MASE
Printed name of person completing affidavit

Sign-in Sheet

Lori League / Huvey

One-rdg. _____
P. Hrngs. X
Pgs. 19
Filed: 08-06-19

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 187 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 25.3 acres of properties generally located at the 2200 Block of North Golden Avenue and the 3200 Block of West Turner Street, from LI, Light Industrial District to HM, Heavy Manufacturing District, subject to certain conditions; and adopting an updated Official Zoning Map.

WHEREAS, an application has been filed for a zoning change of the properties generally located at the 2200 Block of North Golden Avenue and the 3200 Block of West Turner Street, and more fully described in "Exhibit A," from LI, Light Industrial District to HM, Heavy Manufacturing District; and

WHEREAS, following proper notice, a public hearing was held before the Planning and Zoning Commission on July 11, 2019, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit B," and said Commission made its recommendation; and

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

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

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

Section 1 – The properties described in "Exhibit A," which is attached hereto and incorporated herein by this reference, are hereby rezoned from LI, Light Industrial District, or such zoning districts as are designated on the official zoning map adopted by City Council, to HM, Heavy Manufacturing District upon the satisfaction of the conditions set forth in Section 4 of this Ordinance. Upon the satisfaction of said conditions, the

Springfield Land Development Code, Section 36-306, ‘Official zoning map and rules for interpretation,’ is hereby amended, changed and modified consistent with this Ordinance.

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

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

Section 4 – City Council finds that this Ordinance shall be in full force and effect upon the satisfaction of the following conditions:

1. Additional right-of-way shall be dedicated so as to provide thirty-five (35) feet from the established centerline of Golden Avenue or, in lieu of the dedication of said right-of-way, receive approval from the Administrative Review Committee to reduce the required right-of-way as provided by City Code. The applicant shall remove or relocate any structures that encroach within the right-of-way or enter into an encroachment agreement pursuant to City Code.

2. Sidewalk shall be constructed along the entire length of Golden Avenue or be approved for a fee paid in-lieu of constructing sidewalk by the Administrative Review Committee, pursuant to City Code.

3. Remove current driveway approaches to meet 150-foot spacing requirement along Golden Avenue, a secondary arterial, or in a manner approved by the Director of Public Works.

Said conditions must be fully satisfied within two years of the date of passage of this Ordinance. If said conditions are not satisfied pursuant to the requirements of this Ordinance, then the rezoning is null and void and the property described in “Exhibit A” shall remain zoned LI, Light Industrial. City Council further declares that these conditions are reasonably attributable to the applicant’s proposed activity.

Section 5 – Upon the Director of Planning and Development certifying in writing to the City Clerk that the conditions of this Ordinance have been complied with, this Ordinance shall be in full force and effect. City Council finds that the sections contained in this Ordinance are an integral part of the decision to rezone the property and if for any reason any section of this Ordinance is found to be null and void, this entire Ordinance shall be null and void.

Passed at meeting: _____

80
81 _____
Mayor
82
83 Attest: _____, City Clerk
84
85 Filed as Ordinance: _____
86
87
88 Approved as to form: _____, Assistant City Attorney
89
90
91 Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 -187

FILED: 08-06-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 25.3 acres of properties generally located at the 2200 Block of North Golden Avenue and the 3200 Block of West Turner Street from LI, Light Industrial District to HM, Heavy Manufacturing District. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:ZONING CASE NUMBER Z-16-2019

The applicant is proposing to rezone approximately 25.3 acres of property generally located in the 2200 Block of North Golden Avenue and the 3200 Block of West Turner Street from LI, Light Industrial District to HM, Heavy Manufacturing District. The applicant intends to continue operating as a steel fabrication facility.

A portion of the applicant's property is zoned HM. If approved, this application will consolidate the applicant's steel fabrication business under one zoning district and allow multiple properties to be combined into one lot.

REMARKS:

The Planning and Zoning Commission held a public hearing on July 11, 2019, and recommended to approve, by a vote of 6 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. Approval of this application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the subject property as appropriate for General Industry, Transportation and Utilities. This category includes industry that involves railroad service, heavy truck traffic, extensive outdoor storage, noise or odors, and the handling of raw materials. It also includes railroad yards, power plants and the airports.

2. A portion of the applicant's property is zoned HM. If approved, this application will consolidate the applicant's steel fabrication business under one zoning district and allow the multiple properties to be combined into one lot.

3. The HM district is consistent with other zoning districts in this area. The properties to the south, west and portion of the east are zoned HM.

CONDITIONS:

This rezoning shall not become effective until the following conditions are met:

1. Additional right-of-way shall be dedicated so as to provide thirty-five (35) feet from the established centerline of Golden Avenue or, in lieu of the dedication said right-of-way, receive approval from the Administrative Review Committee to reduce the required right-of-way as provided by City Code. The applicant shall remove or relocate any structures that encroach within the right-of-way or enter into an encroachment agreement pursuant to City Code.

2. Sidewalk shall be constructed along the entire length of Golden Avenue or be approved for a fee paid in-lieu of constructing sidewalk by the Administrative Review Committee, pursuant to City Code.

3. Remove current driveway approaches to meet 150 foot spacing requirement along Golden Avenue, a secondary arterial, or in a manner approved by the Director of Public Works.

If these conditions are not met within two (2) years of City Council's approval of the petition for rezoning, then the rezoning approval is null and void and the subject property will remain zoned LI, Light Industrial.

Submitted by:

Michael Sparlin

Michael Sparlin, Senior Planner

Recommended by:

Mary Lilly Smith

Mary Lilly Smith, Director

Approved by:

Jason A. Gage

Jason Gage, City Manager

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

Exhibit A

LEGAL DESCRIPTION
ZONING CASE Z-16-2019

THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 29 NORTH, RANGE 22 WEST, BEING DESCRIBED AS FOLLOWS:
BEGINNING AT AN EXISTING BOAT SPIKE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4, SAID POINT ALSO BEING ON THE APPARENT WEST RIGHT-OF-WAY LINE OF GOLDEN AVENUE;
THENCE, N88°41'07"W, A DISTANCE OF 598.92 FEET;
THENCE, S02°28'09"W, A DISTANCE OF 363.53 FEET TO AN EXISTING 5/8" IRON PIN WITH A CAP STAPMED 'LS 1971';
THENCE, S02°21'15"W, A DISTANCE OF 204.13 FEET TO AN EXISTING 5/8" IRON PIN ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON-NORTHERN RAILROAD RIGHT-OF-WAY;
THENCE, N64°02'25"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 794.76 FEET TO AN EXISTING 5/8" IRON PIN WITH A CAP STAMPED 'LS 272D';
THENCE, N02°31'38"E, A DISTANCE OF 221.92 FEET TO AN EXISTING 5/8" IRON PIN;
THENCE, N02°31'38"E, A DISTANCE OF 681.60 FEET TO A SET 1/2" IRON PIN WITH A CAP STAMPED 'WLS LSC 370';
THENCE, S89°03'25"E, A DISTANCE OF 131.20 FEET TO A SET 1/2" IRON PIN WITH A CAP STAMPED 'WLS LSC 370';
THENCE, S02°31'38"W, A DISTANCE OF 131.50 FEET TO A SET 1/2" IRON PIN WITH A CAP STAMPED 'WLS LSC 370';
THENCE, S89°01'40"E, A DISTANCE OF 239.98 FEET TO A SET 1/2" IRON PIN WITH A CAP STAMPED 'WLS LSC 370';;
THENCE, N02°31'32"E, A DISTANCE OF 194.58 FEET TO AN EXISTING 5/8" IRON PIN WITH A CAP STAMPED 'LS 314D';
THENCE, S88°42'30"E, A DISTANCE OF 59.97 FEET TO AN EXISTING 5/8" IRON PIN WITH A CAP STAMPED 'LS 314D';
THENCE, S89°18'43"E, A DISTANCE OF 205.26 FEET TO AN EXISTING 5/8" IRON PIN WITH A CAP STAMPED 'LS 272D';
THENCE, S00°49'16"W, A DISTANCE OF 100.00 FEET TO A SET 1/2" IRON PIN WITH A CAP STAMPED 'WLS LSC 370';;
THENCE, S89°10'44"E, A DISTANCE OF 50.00 FEET TO A SET 1/2" IRON PIN WITH A CAP STAMPED 'WLS LSC 370';;
THENCE, N00°49'16"E, A DISTANCE OF 100.00 FEET TO A SET 1/2" IRON PIN WITH A CAP STAMPED 'WLS LSC 370';;
THENCE, S89°26'53"E, A DISTANCE OF 68.83 FEET TO AN EXISTING 5/8" IRON PIN;

THENCE, S88°55'17"E, A DISTANCE OF 71.95 FEET TO AN EXISTING 5/8" IRON PIN;
THENCE, S02°28'08"W, A DISTANCE OF 196.15 FEET TO AN EXISTING 5/8" IRON PIN;
THENCE, S89°07'41"E, A DISTANCE OF 107.60 FEET TO AN EXISTING 5/8" IRON PIN;
THENCE, S89°00'02"E, A DISTANCE OF 192.97 FEET TO AN EXISTING AXLE;
THENCE, S88°56'01"E, A DISTANCE OF 159.77 FEET TO AN EXISTING 1/2" IRON PIN ON THE AFORESAID APPARENT WEST RIGHT-OF-WAY LINE OF GOLDEN AVENUE;
THENCE, ALONG SAID APPARENT WEST RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) DESCRIBED COURSES:
THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 450.00 FEET, AN ARC DISTANCE OF 186.78 FEET, A CENTRAL ANGLE OF 23°46'52", ALONG A CHORD BEARING S07°03'54"E, A CHORD DISTANCE OF 185.44 FEET TO AN EXISTING 1/2" IRON PIN;
THENCE, S00°05'21"W, A DISTANCE OF 209.37 FEET TO AN EXISTING 5/8" IRON PIN;
THENCE, S02°33'44"W, A DISTANCE OF 150.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.3 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Exhibit B

RECORD OF PROCEEDINGS
ZONING CASE Z-16-2019
Planning and Zoning Commission July 11, 2019

Z-16-2019
2125 North Golden Avenue
Applicant: Doing Leasing & Equipment, LLC
c/o Tim Doing

Ms. Melissa Cox recused herself.

Mr. Hosmer stated that this is a request to rezone approximately 25.3 acres of property generally located in the 2200 Block of North Golden Avenue & 3200 Block of West Turner Street from LI, Light Industrial District to HM, Heavy Manufacturing District. The Comprehensive Plan identifies the subject property as appropriate for General Industry, Transportation and Utilities. for Medium Intensity Retail, Office or Housing. The applicant intends to continue operating as a steel fabrication facility. The Major Thoroughfare Plan classifies Golden Avenue as a Secondary 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.

This rezoning shall not become effective until the following conditions are met:

- Additional right-of-way shall be dedicated to providing thirty-five (35) feet from the established centerline of Golden Avenue or, in lieu of the dedication said right-of-way, receive approval from the Administrative Review Committee to reduce the required right-of-way as provided by City Code. The applicant shall remove or relocate any structures that encroach within the right-of-way or enter into an encroachment agreement pursuant to City Code.
- Sidewalk shall be constructed along the entire length of Golden Avenue or be approved for a fee paid in-lieu of constructing sidewalk by the Administrative Review Committee, pursuant to City Code.
- Remove current driveway approaches to meet 150-foot spacing requirement along Golden Avenue, a secondary arterial, or in a manner approved by the Director of Public Works.
- If these conditions are not met within two (2) years of City Council's approval of the petition for rezoning, then the rezoning approval is null and void and the subject property will remain zoned LI, Light Industrial.

Staff recommends approval with above conditions.

Mr. Doennig opened the public hearing.

Mr. Michael White, 222 Old Town Road, Billings, here to answer any questions.

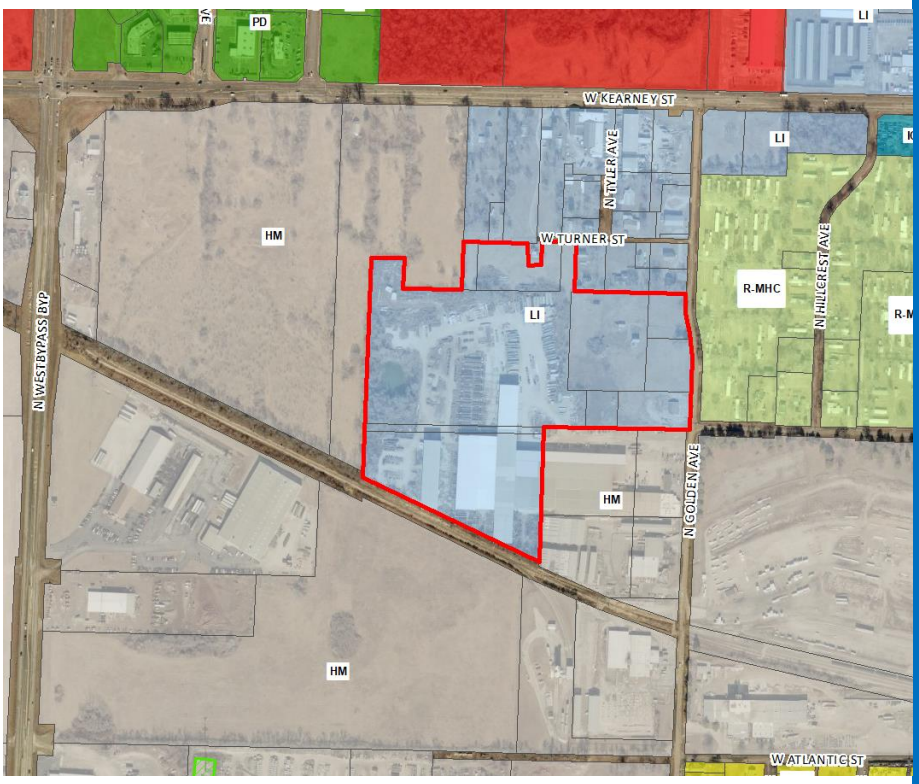
Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Mr. Jobe motioned to **approve** Z-16-2019 (2125 North Golden Avenue). Mr. Rose seconded the motion. Ayes: Doennig, Coltrin, Shuler, Broekhoven, Jobe, and Rose. Nays: None. Abstain: None. Absent: Ogilvy and Thomas. Ms. Melissa Cox recused herself.

Bob Hosmer, AICP
Principal Planner

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	JULY 11, 2019
CITY COUNCIL PUBLIC HEARING:	AUGUST 12, 2019



CASE NUMBER:
Z-16-2019

PROJECT LOCATION: 2200 Block of North Golden Avenue & 3200 Block of West Turner Street

ACRES: 25.3 acres

EXISTING LAND USE:
Industrial/Manufacturing Use

APPLICANT: Doing Leasing & Equipment LLC

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

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve Z-16-2019 w/ conditions

SUMMARY OF REQUEST:

Request to rezone approximately 25.3 acres of property generally located in the 2200 Block of North Golden Avenue & 3200 Block of West Turner Street from LI, Light Industrial District to HM, Heavy Manufacturing District.

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 the subject property as appropriate for General Industry, Transportation and Utilities. This category includes industry that involves railroad service, heavy truck traffic, extensive outdoor storage, noise or odors, and the handling of raw materials. It also includes railroad yards, power plants and the airports.

2. A portion of the applicant's property is zoned HM. If approved, this application will consolidate the applicant's steel fabrication business under one zoning district and allow the multiple properties to be combined into one lot.

3. The HM district is consistent with other zoning districts in this area. The properties to the south, west and portion of the east are zoned HM

CONDITIONS:

This rezoning shall not become effective until the following conditions are met:

1. Additional right-of-way shall be dedicated so as to provide thirty-five (35) feet from the established centerline of Golden Avenue or, in lieu of the dedication said right-of-way, receive approval from the Administrative Review Committee to reduce the required right-of-way as provided by City Code. The applicant shall remove or relocate any structures that encroach within the right-of-way or enter into an encroachment agreement pursuant to City Code.
2. Sidewalk shall be constructed along the entire length of Golden Avenue or be approved for a fee paid in-lieu of constructing sidewalk by the Administrative Review Committee, pursuant to City Code.
3. Remove current driveway approaches to meet 150 foot spacing requirement along Golden Avenue, a secondary arterial, or in a manner approved by the Director of Public Works.

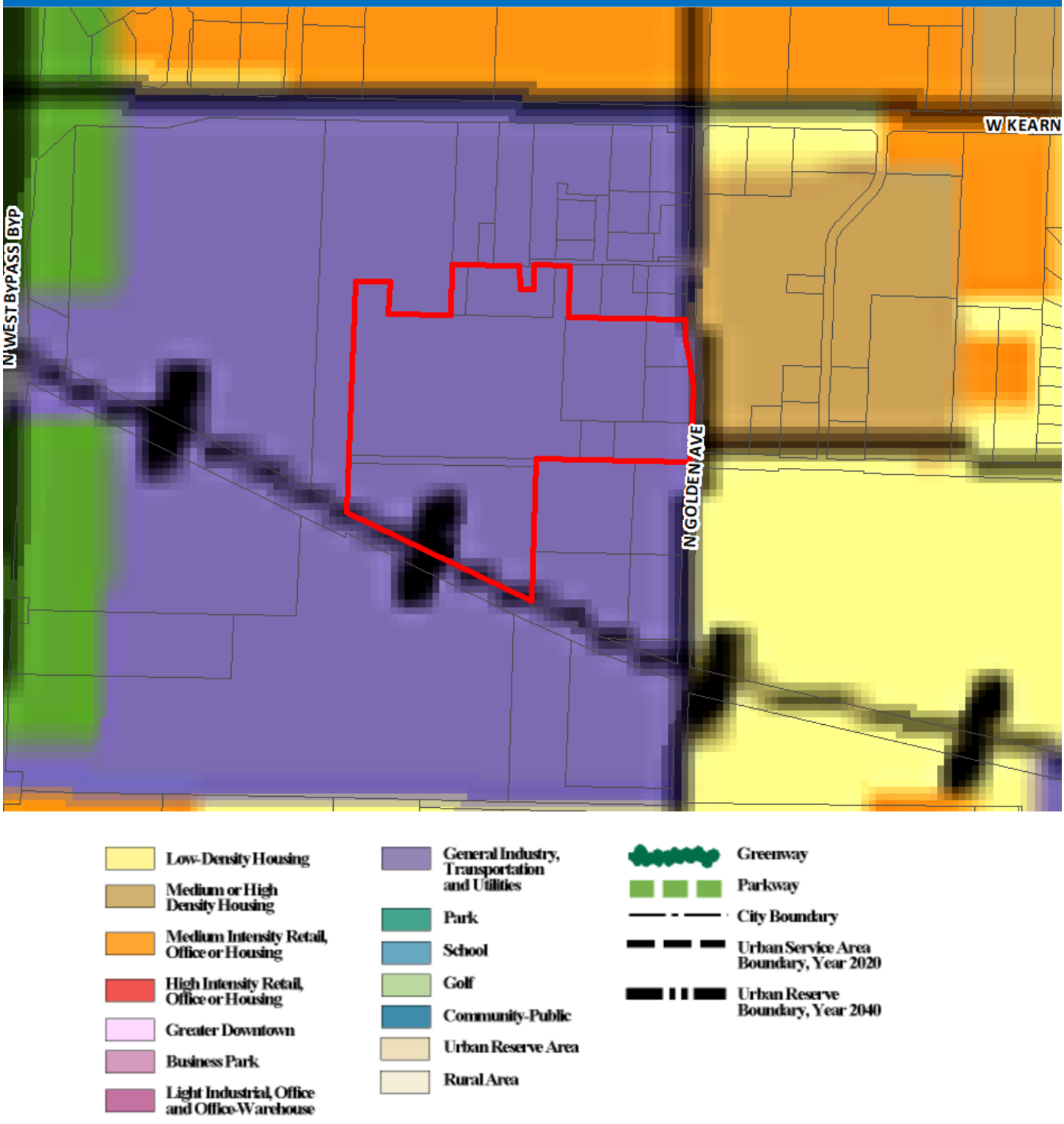
If these conditions are not met within two (2) years of City Council's approval of the petition for rezoning, then the rezoning approval is null and void and the subject property will remain zoned LI, Light Industrial.

SURROUNDING ZONING AND LAND USES:				
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	LI & HM	HM	HM & R-MHC	HM
LAND USE	Single-family residence & undeveloped land	Manufacturing/Industrial Use	Manufactured Home Community & Industrial land/storage	Undeveloped land

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

GOOGLE MAPS STREET VIEW:

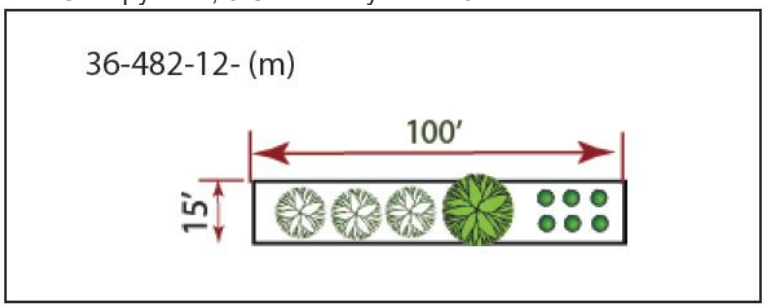
GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was zoned LI, Light Industrial in the city-wide remapping in 1995.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR HM
Maximum Structure Height	None
Minimum open space	For offices, as a principal use, athletic clubs, fitness centers, indoor sports facilities, and recording, television, and radio studios – 15 percent All other uses – none.
Maximum impervious area	Shall not exceed 80 percent of total lot area
Use Limitations	No junk, scrap, salvage, or automobile wrecking yard shall be located within 500 feet of any residential district. All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards.
BULK PLANE	**BUFFERYARD AND LANDSCAPING**
None	A Type S3 Bufferyard is required adjacent to the R-HMC district to the east along Golden Avenue. The plantings required would be 1 Canopy Tree, 3 Understory Trees 6 Shrubs 

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for General Industry, Transportation and Utilities. This category includes industry that involves railroad service, heavy truck traffic, extensive outdoor storage, noise or odors, and the handling of raw materials. It also includes railroad yards, power plants and the airports.

The Major Thoroughfare Plan classifies Golden Avenue as a Secondary Arterial.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 25.3 acres of property generally located in the 2200 Block of North Golden Avenue & 3200 Block of West Turner Street from LI, Light Industrial District to HM, Heavy Manufacturing District. The applicant intends to continue operating as a steel fabrication facility.

2. A portion of the applicant's property is zoned HM. If approved, this application will consolidate the applicant's steel fabrication business under one zoning district and allow multiple properties to be combined into one lot.

3. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the subject property as appropriate for General Industry, Transportation and Utilities. This category includes industry that involves railroad service, heavy truck traffic, extensive outdoor storage, noise or odors, and the handling of raw materials. It also includes railroad yards, power plants and the airports.

4. The HM district is consistent with other zoning districts in this area. The properties to the south, west and portion of the east are zoned HM.

5. The HM district is intended for heavy industrial uses and other uses not otherwise provided for in the other industrial districts. The intensity of uses permitted in this district makes it necessary to separate it from all residential districts wherever possible with good accessibility provided to major rail, air facilities and highways. The subject property is adjacent to a railroad on the south and is within one (1) mile driving distance of the West Bypass and Interstate 44 intersection.

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

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on June 18, 2019 regarding the rezoning request. A summary of the meeting is attached (Attachment 3).

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 22 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No objection to rezoning.

CITY UTILITIES COMMENTS:

No objection to rezoning.

CLEAN WATER SERVICES COMMENTS:

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

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies N. Golden Avenue as a Secondary Arterial roadway. The standard right-of-way width for N. Golden Avenue is 35 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 on N. Golden Avenue. A survey is recommended to determine the exact amount of existing right-of-way. N. Golden Avenue is a City-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING
There are no recent traffic counts for this section of N. Golden Avenue. On-street parking is not allowed along N. Golden Avenue.

DRIVEWAY ACCESS
There is currently four driveway access points to/from the property from N. Golden Avenue. Driveway spacing along a Secondary Arterial is 150 feet. It appears that a couple sets of these driveways do not meet this minimum spacing requirement. This may require one or two of the driveways to be closed. This will be further analyzed upon submission of construction plans.

SIDEWALK
Sidewalk does not currently exist along the property frontage of N. Golden Avenue. Sidewalk is required to be constructed along the entire length of the property frontage, or a fee paid in-lieu-of sidewalk construction, which must first be approved by ARC and fees paid, prior to issuance of a building permit. This sidewalk may be allowed to be escrowed until the necessary structures are relocated/removed.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION
The Frisco Highline Trail is a few blocks to the northwest of the property in question. There are bus stops along N. Golden 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. Given that N. Golden Avenue is a Secondary Arterial, sidewalk is required on both sides of the street, hence the requirement for sidewalk along the property frontage of the subject property. The City recognizes the need for a sidewalk on the east side of Golden also and is considering options for construction.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft)	Required Street ROW from Centerline (ft)
Street 1	N. Golden Avenue	Secondary Arterial	No	27	35

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	175	175	1300	N/A
***Proposed Trips Generated**	175	200	975	N/A
Additional Trips Generated	0	25	-325	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 Spring Beach drainage basin. The property is not located in a FEMA designated floodplain. Staff is not 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 detention is already provided. The property is not located in a stream buffer area. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. If disturbing more than one acre water quality will also have to be provided.
3. Drainage easements must be provided for this conveyance.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
5. Water quality will still need to be provided if more than one acre is disturbed.

Public Works Stormwater Division	Response
Drainage Basin	Spring Beach
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?	NA – detention already provided

FIRE DEPARTMENT COMMENTS:

No objections to rezoning

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: LI to HM
2. Meeting Date & Time: TUES, 6-18-19 4:00-6:30
3. Meeting Location: 2125 N GOLDEN
4. Number of invitations that were sent: 25
5. How the mailing list was generated: BY STAFF
6. Number of neighbors in attendance (attach a sign-in sheet): 3
7. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

   SEE ATTACHED

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

   SEE ATTACHED

I, DAVID BODEEN (*print name*), attest that the neighborhood meeting was held on JUNE 18TH, 2019 (*month/date/year*), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Signature of person completing affidavit

DAVID BODEEN

Printed name of person completing affidavit

Doing Steel Neighborhood Meeting Summary:

Tuesday June 18th, 2019 4:00 – 6:30 PM

Attendees:
-Jerry & Bonnie Fry
-Missouri Neon representative
-Tim Doing, Onwer

-I explained to the attendees that the purpose of the rezone was so that the owner could combine the multiple lots into a single lot so that future improvements could be made. To combine the lots, the lots would have to have a single zoning designation, and the HM zoning designation was recommended by the City.

QUESTIONS BY THE ATTENDEES:

1. Mr. Fry asked what the plan for the vacant land was?

   I responded that there is no current plan, and Mr. Tim Doing indicated that it was just to grow the business.

2. Mr. Fry asked if there were plans for a smelter?

   Mr. Doing responded NO, that any plan for the additional land would match what goes on at the existing facility, and that all of there material is shipped in.

3. The Missouri Neon representative asked why we were pursing HM?

   I responded that was the zoning designation recommended by the City of Springfield staff.

4. The Missouri Neon representative asked if we knew what the zoning designation of HM does to the accessed evaluation of the property or if it has a negative effect on adjacent properties.

   I responded that I did not know the answer to that question.

5. The Missouri Neon representative asked if the owner could do anything differently on HM than we can do on LI designated zoning.

   I responded that all of the current activities on the site are allowed under both LI, and HM, but the City recommended the HM designation for the lot combination.

One-rdg. _____
P. Hrngs. X
Pgs. 22
Filed: 08-06-19

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 188 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 18.02 acres of property, generally located at 1024 North West By-Pass, from R-SF, Single Family Residential District and GM, General Manufacturing District to HM, Heavy Manufacturing District; establishing Conditional Overlay District No. 174; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 1024 North West By-Pass, and more fully described in "Exhibit B," from R-SF, Single Family Residential District and GM, General Manufacturing District to HM, Heavy Manufacturing District, and establishing Conditional Overlay District No. 174, which is attached hereto as "Exhibit A;" and

WHEREAS, Conditional Overlay District No. 174 shall modify the requirements of the Springfield Land Development Code Section 36-433, Heavy Manufacturing District, by requiring that the property described in "Exhibit B" comply with the requirements described in "Exhibit A;" and

WHEREAS, following proper notice, a public hearing was held before the Planning and Zoning Commission on July 11, 2019, a copy of the Record of Proceedings from said public hearing being attached hereto as "Exhibit C," and said Commission made its recommendation; and

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

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

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

Section 1 – The property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, is hereby rezoned from R-SF, Single Family Residential District and GM, General Manufacturing District, or such zoning districts as are designated on the official zoning map adopted by City Council, to HM, Heavy Manufacturing District. City Council hereby establishes Conditional Overlay District No. 174 and the requirements of said Conditional Overlay District, which are described in “Exhibit A” and are hereby incorporated by this reference as if set out verbatim herein, shall apply to the subject property. Springfield Land Development Code, Section 36-306, ‘Official zoning map and rules for interpretation,’ is hereby amended, changed and modified consistent with this Ordinance.

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 -188

FILED: 08-06-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 18.02 acres of property, generally located at 1024 North West By-Pass, from R-SF, Single Family Residential District and GM, General Manufacturing District to HM, Heavy Manufacturing District; establishing Conditional Overlay District No. 174; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-13-2019/ CONDITIONAL OVERLAY DISTRICT NO. 174

The applicant is proposing to rezone approximately 18.02 acres of property at 1024 North West By-Pass from R-SF, Single Family Residential District and GM, General Manufacturing District, to a HM, Heavy Manufacturing District and establishing Conditional Overlay District No. 174.

REMARKS:

The Planning and Zoning Commission held a public hearing on July 11, 2019, and recommended to approve, by a vote of 6 to 0 (one recusal).

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Medium Intensity Retail, Office or Housing.

2. 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. However, the subject property as well as a majority of the property on both sides of West Bypass are currently zoned manufacturing in this area. The Transportation Plan classifies West Bypass as an expressway and West Nichols as a collector roadway.

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

Submitted by:

Bob Hosmer, AICP Planner Manager

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-13-2019 & CONDITIONAL OVERLAY DISTRICT NO. 174

The requirements of *Section 36-433,* Heavy Manufacturing District of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. Junk yards and automobile wrecking yards are prohibited in this District.
2. A Traffic Study shall be submitted at the time of development (where the development exceeds allowable thresholds for trip generation as determined in Chapter 9 of the Public Works Design Standards). Any improvements recommended by the Traffic Study shall be constructed or escrowed prior to any building permits being issued.
3. Approximately 6 feet of additional right-of-way may need to be acquired along at least a portion of the property frontage on West Nichols Street. This shall be determined by a survey of the property and the adjacent street rights-of-way at the time of development. This shall be completed prior to any building permit being issued
4. Sidewalks shall be constructed along the entire length of the property frontage along W. Nichols Street which does not currently have sidewalk; either at the time of development or by obtaining ARC approval of a fee in-lieu-of sidewalk construction. One of these requirements shall be completed prior to any building permit being issued.
5. The entire public right-of-way of West Calhoun between the subject property from West Bypass to the east property line shall be vacated by the applicant so as to require access to the industrial property from either West Bypass or West Nichols. This shall be completed prior to any building permit being issued.
6. The subject properties shall be combined into one tract upon vacation of the right of way of West Calhoun. This shall be completed prior to any building permit being issued.
7. Driveway access to and from West Nichols Street shall be permitted, as long as it is as far east as feasible, while still maintaining the stream buffer. Access to West Bypass will be determined by MO DOT. Access is prohibited off West Calhoun and North Dickerson.
8. A stream buffer shall be designated as determined by City Code and the Department of Public Works. This shall be completed prior to any building permit being issued

Exhibit B

LEGAL DESCRIPTION
ZONING CASE Z-13-2019 & CONDITIONAL OVERLAY DISTRICT NO. 174

ALL OF THE WEST 660 FEET OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) LYING SOUTH OF RAILROAD IN SECTION SIXTEEN (16), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22), IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, SUBJECT TO ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES.

ALL OF LOTS TWO (2) THROUGH NINE (9), DICKERSON HEIGHTS ADDITION IN SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAY THEREOF, EXCEPT THAT PART TAKEN IN BOOK 2787 AT PAGE 325 AND EXCEPT ANY OTHER PART TAKEN OR USED FOR ROADS.

Exhibit C

RECORD OF PROCEEDINGS
ZONING CASE Z-13-2019 & CONDITIONAL OVERLAY DISTRICT NO. 174
Planning and Zoning Commission July 11, 2019

Z-13-2019 w/COD #174
1024 North West Bypass
Applicant: Steve Eoff

King Coltrin recused himself.

Mr. Hosmer stated that this is a request to rezone approximately 18 acres of property located at 1024 West Bypass from R-SF, Residential Single-Family and GM, General Manufacturing District, to a HM, Heavy Manufacturing District and establishing Conditional Overlay District No. 174. The Growth Management and Land Use 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. However, the subject property as well as a majority of the property on both sides of West Bypass have been zoned manufacturing. The Transportation Plan classifies West Bypass as an expressway and West Nichols as a collector roadway. The zoning change from R-SF and GM, uses to Heavy Manufacturing uses, did not increase the trip generation and a Traffic Study is not required for rezoning. However, if any future use exceeds trip generations; a Traffic Study shall be submitted at the time of development. A fee in lieu of on-site stormwater detention will not be allowed, and detention will be required. A stream buffer easement will also be required. The proposed Conditional Overlay District will require a sidewalk to be constructed along the frontage of Nichols, the vacation of Calhoun Street right-of-way, a lot combination, no driveway access allowed to Calhoun or Dickerson, a stream buffer easement and the dedication of additional right-of-way along Nichols Street. The applicant has also requested to prohibit junk yards and automobile wrecking yards as an allowable use. Staff recommends approval.

Ms. Cox asked about junk yards and if in the packet.

Mr. Hosmer noted that it is part of the Conditional Overlay.

Mr. Doennig opened the public hearing,

Mr. Jonathan Staats, 5051 S. National, representing the owner and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Mr. Jobe motioned to **approve** Z-13-2019 w/COD #174 (1024 North West Bypass). Ms. Cox seconded the motion. Ayes: Doennig, Shuler, Cox, Broekhoven, Rose, and Jobe. Nays: None. Abstain: None. Absent: Ogilvy and Thomas. King Coltrin recused himself.

Bob Hosmer, AICP
Principal Planner

Exhibit D

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING: JULY 11, 2019

CITY COUNCIL PUBLIC HEARING: AUGUST 12, 2019

CASE NUMBER:
Z-13-2019 w/Conditional Overlay District No. 174

LOCATION: 1024 North West By-Pass

ACRES: Approximately 18.04 acres

EXISTING LAND USE: Vacant land

APPLICANT: South Campbell Investments LLC

STAFF: Bob Hosmer, 864-1834

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve the request to rezone from GM, General Manufacturing and R-SF, Single Family Residential District to HM, Heavy Manufacturing District, and establishing Conditional Overlay District No. 174, as submitted in the staff report

SUMMARY OF REQUEST:

Request to rezone approximately 18 acres of property from R-SF, Single Family Residential District and GM, General Manufacturing District, to a HM, Heavy Manufacturing District and establishing Conditional Overlay District No. 174

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium Intensity Retail, Office or Housing.
2. 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. However, the subject property as well as a majority of the property on both sides of West Bypass are currently zoned manufacturing in this area. The Transportation Plan classifies West Bypass as an expressway and West Nichols as a collector roadway.
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.

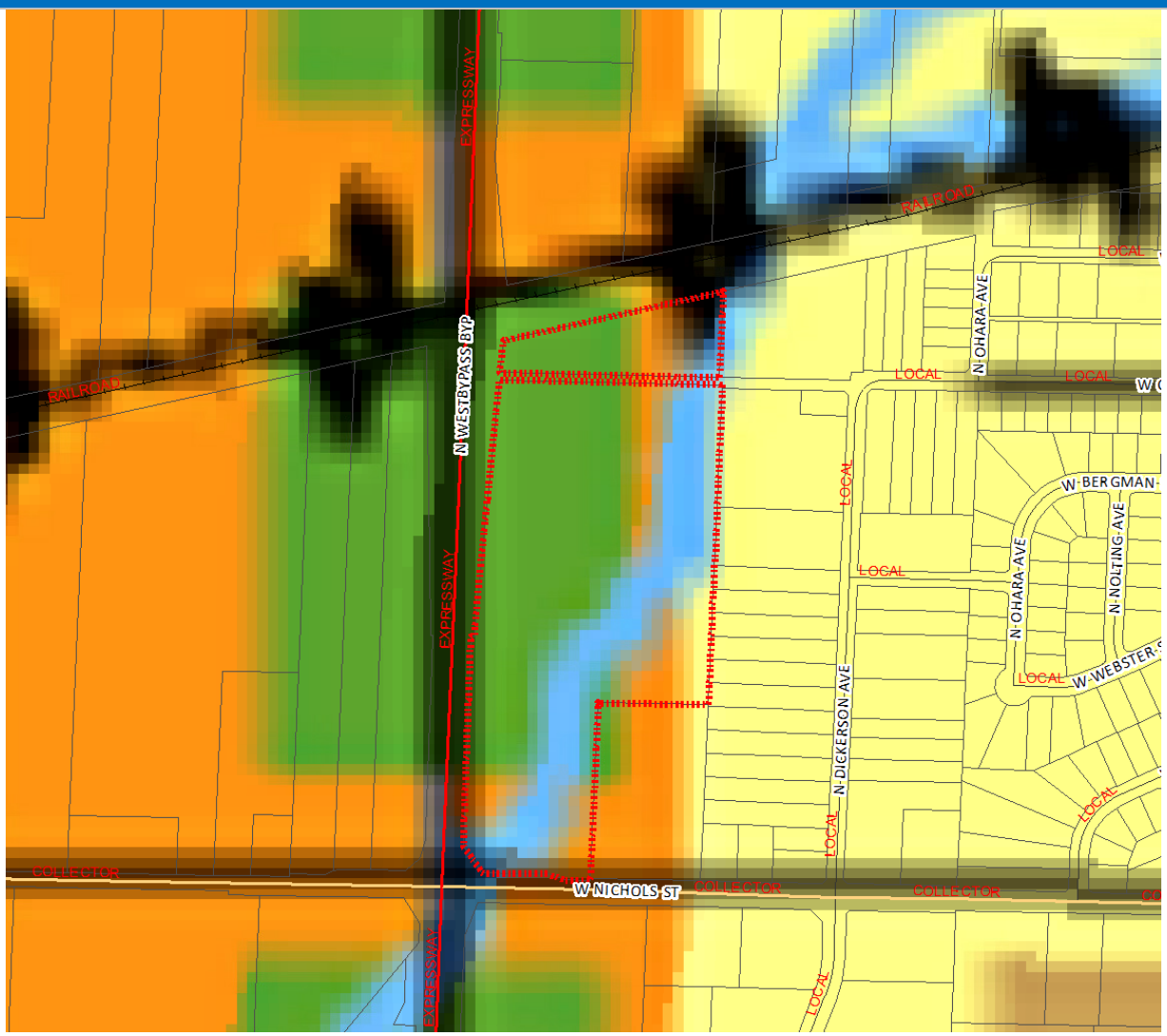
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GM and Railroad	HM	R-SF	GM
LAND USE	Manufacturing uses	Manufacturing uses	Single-family residential uses	Manufacturing uses

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



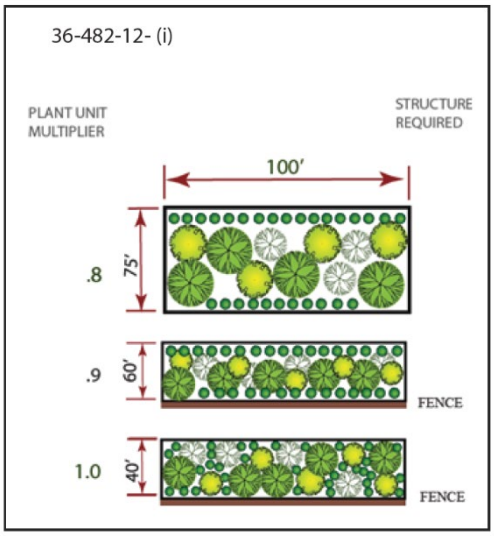
- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public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

PROPERTY HISTORY:

The subject property was zoned to R-SF and GM in 1995 during the City-wide re-mapping.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR HM, Heavy Manufacturing
Use Limitations	No junk, scrap, salvage, or automobile wrecking yard shall be located within 500 feet of any residential district.
Maximum Structure Height	None
Front Yard Setback	Offices, as a principal use, athletic clubs, fitness centers, indoor sports facilities and recording, television and radio studios: 25 feet along a street classified as a collector or higher or 15 feet along a street classified as a local street. All other uses: None
Side and Rear Setbacks	Offices, as a principal use, athletic clubs, fitness centers, indoor sports facilities and recording, television and radio studios: 10 feet. All other uses: None
Open Space Requirement	Offices, as a principal use, athletic clubs, fitness centers, indoor sports facilities and recording, television and radio studios: 15%. All other uses: None
Design Requirements	All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with section 36-480, screening and fencing.
BULK PLANE	**LANDSCAPING AND BUFFERYARDS**
None	A Type "I" Bufferyard requires 5 Canopy Trees, 4 Understory Trees, 5 Evergreen Trees and 34 Shrubs per 100 linear feet.



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. However, the subject

property as well as a majority of the property on both sides of West Bypass are currently zoned manufacturing in this area. The Transportation Plan classifies West Bypass as an Expressway and West Nichols as a collector roadway.

The Plan recommends that new commercial-industrial developments be attractive, functional and add value to the physical environment. The following guidelines are offered in this regard:

- Facilitate the location of new economic activity (office, research and development, and light industry) that takes advantage of environmental amenities and co-exists with neighbors in mixed-use environments. In new industrial developments, promote high quality design and buildings that are oriented toward the street and compatible with surrounding neighborhoods.
- Provide setbacks, build-to lines and landscaping standards in commercial and industrial districts that are appropriate to the impacts on neighboring land uses.
- Encourage site design that maximizes the potential for transit patronage in commercial, research and development, and light industrial developments.

The Future Land Use map depicts West By-Pass as a Parkway. A Parkway is intended to be a heavily landscaped linear park that would usually include roadways with bicyclist and pedestrian facilities, widely spaced road intersections and few driveways. These Parkways serve multiple purposes including moving auto traffic, pleasure driving, recreational and purposeful bicycle trips, walking, neighborhood development and neighborhood revitalization. The number of roadway lanes within a Parkway is indicated in the Transportation Plan and could vary from segment to segment. Parkways may be classified and designed as either Collector or Arterial roads.

The Transportation Plan classifies West Bypass as an expressway and Nichols Street as a collector roadway. There is a railroad north of the subject property.

STAFF COMMENTS:

1. The applicant, Steve Eoff, is proposing to rezone the property generally located at the 1024 West Bypass from R-SF, Single-Family Residential District and GM, General Manufacturing District, to HM, Heavy Manufacturing District, and establishing Conditional Overlay District No. 174.

2. The proposed zoning will allow the subject property to be developed similarly to adjacent properties along West Bypass.

3. The HM District is intended for heavy industrial uses and other uses not otherwise provided for in the other industrial districts. The intensity of uses permitted in this district makes it necessary to separate it from all residential districts wherever possible with good accessibility provided to major rail, air facilities and highways. There is a railroad just north of the subject property and West Bypass is classified as an Expressway Roadway in the Transportation Plan. Areas zoned HM are intended to be at least 20 acres in size unless the zoning is based on an adopted plan or comprehensive zoning scheme. The Comprehensive Plan identifies this District as intended for General Industry that includes industry that involves railroad service, heavy truck traffic, extensive outdoor storage, noise or odors, and the handling of raw materials. It also includes railroad yards, power plants and the airports.

4. Based on the change in zoning from R-SF and GM, General Manufacturing uses to Heavy Manufacturing uses, the rezoning 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. Due to this, a Traffic Study is not required

5. The Conditional Overlay District will require sidewalks to be constructed along the entire length of the property frontage along Nichols either at the time of development or obtain ARC approval for a fee in-lieu-of sidewalk construction. The applicant will have to consult with MODOT regarding requirements of sidewalk along West Bypass. The COD will require the vacation of Calhoun Street right-of-way, a lot combination, driveway access limitations, a stream buffer easement and the dedication of additional right-of-way along Nichols Street. The applicant has also requested to prohibit junk yards and automobile wrecking yards within the COD.

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

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on April 29, 2019, regarding the request for rezoning. 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: 20 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues.

CITY UTILITIES:

No objection to rezoning. Please note that lot will require a water main extension to provide water service and an electric extension to provide electric service. Please contact CU Developer Services if there are any questions at this time 417-831-8888

CLEAN WATER SERVICES COMMENTS:

No objections to the rezoning. It needs to be noted that the parcel north of Calhoun does not have direct access to sewer. This could be remedied by relinquishing the right-of-way to private use and combining the properties.

MODOT COMMENTS:

No objection to the rezoning. This development may require a traffic study.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies N. West Bypass as an Expressway and W. Nichols Street as a Collector roadway. The standard right-of-way widths for N. West Bypass and W. Nichols Street are 65 feet from centerline and 30 feet from centerline, respectively. It appears approximately 6 feet of additional right-of-way needs to be acquired along at least a portion of W. Nichols Street. A survey is recommended to determine the exact amount of existing right-of-way. N. West Bypass is under MODOT jurisdiction and W. Nichols Street is under City of Springfield jurisdiction.

TRAFFIC COUNTS & ON-STREET PARKING
The most recent traffic count on N. West Bypass south of Nichols Street is 22,150 vehicles per day. The most recent traffic count on W. Nichols Street west of West Bypass is 1,251 vehicles per day. On-street parking is not allowed along either portions of West Bypass nor Nichols Street that are abutting the property in question.

DRIVEWAY ACCESS
There is currently one driveway access point onto the property from N. West Bypass. The allowance for this driveway to remain will require the approval of MODOT. Driveway access to/from W. Nichols Street will be permitted, as long as it is as far east as feasible, while still maintaining the stream buffer.

SIDEWALK
There is existing sidewalk along a portion of the property frontage on W. Nichols Street. Sidewalk is required to be constructed along the remaining portion of W. Nichols Street, or a fee paid -in-lieu-of sidewalk construction, which must first be approved by ARC and fees paid prior to issuance of a building permit. Defer to MODOT regarding requirement of sidewalk along N. West Bypass.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

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

IMPROVEMENTS

None required. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily. The City of Springfield does not currently have plans to make improvements to this section of W. Nichols Street. Defer to MODOT regarding comments about improvements to N. West Bypass.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft)	Required Street ROW from Centerline (ft)
Street 1	N. West Bypass.	Expressway	No	50	65
Street 2	W. Nichols Street	Collector	No	24	30

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	168.88	170.8	1107.72	N/A
***Proposed Trips Generated**	126.28	144.32	703.76	N/A
Additional Trips Generated	-42.6	-26.48	-403.96	N/A

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

STORMWATER COMMENTS:

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

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. If disturbing more than one acre water quality will also have to be provided.
3. Drainage easements must be provided for this conveyance.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
5. Water quality will still need to be provided if more than one acre is disturbed.

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

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONAL OVERLAY DISTRICT PROVISIONS
CONDITIONAL OVERLAY DISTRICT NO. 174

The requirements of Section 36-433., Heavy Manufacturing District of the Springfield Zoning Ordinance shall be as modified herein for development within this district.

1. Junk yards and automobile wrecking yards are prohibited in this District.

2. A Traffic Study shall be submitted at the time of development (where the development exceeds allowable thresholds for trip generation as determined in Chapter 9 of the Public Works Design Standards). Any improvements recommended by the Traffic Study shall be constructed or escrowed prior to any building permits being issued.

3. Approximately 6 feet of additional right-of-way may need to be acquired along at least a portion of the property frontage on West Nichols Street. This shall be determined by a survey of the property and the adjacent street rights-of-way at the time of development. This shall be completed prior to any building permit being issued

4. Sidewalks shall be constructed along the entire length of the property frontage along W. Nichols Street which does not currently have sidewalk; either at the time of development or by obtaining ARC approval of a fee in-lieu-of sidewalk construction. One of these requirements shall be completed prior to any building permit being issued.

5. The entire public right-of-way of West Calhoun between the subject property from West Bypass to the east property line shall be vacated by the applicant so as to require access to the industrial property from either West Bypass or West Nichols. This shall be completed prior to any building permit being issued.

6. The subject properties shall be combined into one tract upon vacation of the right of way of West Calhoun. This shall be completed prior to any building permit being issued.

7. Driveway access to and from West Nichols Street shall be permitted, as long as it is as far east as feasible, while still maintaining the stream buffer. Access to West Bypass will be determined by MO DOT. Access is prohibited off West Calhoun and North Dickerson.

8. A stream buffer shall be designated as determined by City Code and the Department of Public Works. This shall be completed prior to any building permit being issued

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: GM, R-SF to HM
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: April 29, 2019
3. Meeting Location: On-Site, East side of West Bypass, approx. 600 feet north of Nichols
4. Number of invitations that were sent: ~200
5. How the mailing list was generated: By City Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 10
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 "Exhibit A" attached.

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

   N/A

I, Jonathan Staats (*print name)*, attest that the neighborhood meeting was held on December 3, 2018 (*month/date/year),* and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Signature of person completing affidavit

Jonathan Staats

Printed name of person completing affidavit

Exhibit A

Neighborhood Meeting Notes – April 29th, 2019

4:00 p.m. to 6:30 p.m.

A common concern was relating to the traffic at the intersection of West Bypass & Nichols. Residents were also concerned that access would be taken from the residential side east of the property. While access on West Bypass will most likely stay, new access will only be constructed along Nichols, thus keeping driveways to a minimum. During the 4pm to 6:30pm neighborhood meeting, no major traffic conflicts or congestion was witnessed at the intersection.

A resident asked about dust control, and it was explained that certain manufacturing plants (e.g. concrete plants) should house equipment to control the spread of dust outside the limits of their property.

Another question asked related to the amount of noise generated by the site. The resident asked what regulations the new use would be held to if constructed. It was explained that they would be subject to the same City of Springfield noise regulations with which all other businesses in the City must comply.

A local resident mentioned that they were unhappy with all of the trash dumped on the site and would prefer to see it cleaned up with a new development. They also stated that the area is highly industrial and that the location was suitable for the development. They said that the new business would provide residents with jobs and bring more revenue to the City.

West By-Pass Rezoning

SIGN-IN SHEET - April 29, 2019

	Name	Address or Company	Phone	E-mail
1	Ken Sliger	2435 W Nichols		
2	Denise Cunningham	3326 W. Calhoun		
3	Kenny Cunningham	3326 W. Calhoun		
4	Buckle	3314 W CALHOUN		
5	Bob Hopkins	3304 W Dawson		
6	Priscilla J. Clark	3320 W. Calhoun		
7	Monte Grayson	3320 W. CALHOUN		
8	Robert Hopkins	3304 W. Dawson		
9	T + F Combs	1025 N Dickinson		pepperjack567@gmail.com
10	JONATHAN STAATS	CJW		
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Neighborhood Meeting Notice

Date of Letter: April 18, 2019

DEAR PROPERTY OWNER,

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

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

APPLICANT CONTACT INFORMATION:

Applicant/Representative Name: Steve Eoff

Address: 1112 N. Falcon Crest Court

City, State and Zip: Nixa, Missouri 65714

Phone Number: 417-725-5300 E-mail: steveeoffassociates@aol.com

---

PROJECT LOCATION:

1260 & 1024 N. West Bypass, Spfd Mo 65803

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

Project is proposing to change existing zoning of two parcels from R-SF and GM to Heavy Manufacturing (HM).

PUBLIC NEIGHBORHOOD MEETING:

Date of Meeting: April 29, 2019

Location of Meeting: On Site

Time of Meeting: ⦿ 4:00 PM to 6:30 PM

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

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

One-rdg. _____
P. Hrngs. X
Pgs. 12
Filed: 08-06-19

Sponsored by: Ollis, Lear, Hosmer, and McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL: 2019- 189 GENERAL ORDINANCE: _____

AN ORDINANCE

AMENDING Chapter 98 of the City Code, Article VII, 'Encroachments on City Property,' sections 98-323 and 98-325; and amending Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Division 5, 'Supplemental District Regulations,' section 36-454; for the purpose of modifying the City's sign regulations to allow for the administrative approval of certain encroachments on City right-of-way, modifying the insurance requirements for certain encroachments, and increasing the authorized size of certain signs. (Recommended by Plans and Policies Committee.)

WHEREAS, several interested organizations and parties have approached City staff regarding modifying the City's sign regulations to promote business activity in the City's center city areas; and

WHEREAS, City Council believes that these changes would enhance business activity in the City's center city areas.

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

Section 1 – Springfield City Code, Chapter 98, Article VII, 'Encroachments on City Property,' Sec. 98-323 is hereby amended to read as follows:

(Note: Language to be added is underlined and language being removed is ~~stricken~~.)

Sec. 98-323. – Certain encroachments authorized by the Director of Public Works – procedures related thereto.

(a) The Director of Public Works is hereby authorized to allow, on, in, or over a public street, public sidewalk or public right-of-way, pursuant to this Section, the following types of encroachments: ~~freestanding~~ awnings, ~~freestanding~~ canopies, planters, street furniture, sidewalk cafes, projecting signs, and bicycle docks associated with a bicycle share program.

(b) Any person who desires to construct, install or place an encroachment provided for in section 98-323(a) on, in, or over a public street, public sidewalk or public right-of-way, shall first make application to the Director of Public Works for an encroachment permit and license, provided that the requested encroachment shall abut land owned or leased by the applicant unless the requested encroachment is a bicycle dock. Applications for a permit and license shall be submitted on forms approved by the Director of Public Works and shall include the following:

(1) The location, nature, size and purpose of the proposed encroachment.

(2) Plans, specifications, drawings and other information as required by the Director of Public Works.

(3) Detailed information as to any signage and markings that will be applied to the proposed encroachment.

(4) An application fee according to the approved fee schedule filed with the City Clerk.

An encroachment permit or license may be issued pursuant to this Section only after demonstrated consideration has been given to any City "Encroachment Design Guidelines" which are on file in the office of the Director of Public Works.

(c) If the application is approved, the applicant may be issued an encroachment permit from the Director of Public Works provided the applicant enters into an encroachment license agreement with the City as set forth in section 98-325.

(d) The cost of the encroachment permit shall be equal to the minimum building permit fee as found in the fee schedule on file with the office of the City Clerk provided that no permit fee shall be required if the encroachment request is included within another project that requires a building permit.

Section 2 – Springfield City Code, Chapter 98, Article VII, ‘Encroachments on City Property,’ Sec. 98-325 is hereby amended to read as follows:

(Note: Language to be added is underlined and language being removed is ~~stricken~~.)

Sec. 98-325. - Terms and conditions of an encroachment license agreement.

(a) An encroachment license agreement to construct and maintain, or retain, an encroachment authorized by section 98-323 shall be in a form approved by the City Attorney, and shall be signed by either the applicant and/or building owner if the building owner wants to have an interest in such license. The license agreement may be recorded by the City in the office of the Recorder of Deeds of Greene County, Missouri. The license agreement shall include provisions requiring:

(1) That the license to maintain the encroachment is revocable by the City upon reasonable written notice to the encroaching licensee;

(2) That the licensee, and the licensee's grantees, successors and assigns, shall defend, indemnify and hold the City harmless from all claims of personal injury or property damage arising from construction, location and maintenance of the encroachment;

(3) That the licensee and the licensee's grantees, successors and assigns, shall carry at all times adequate public liability insurance with limits up to or in excess of the limits set forth in RSMo 537.610, except that when the encroachment in question is a projecting sign, awning, or canopy the limits required shall be reduced to up to or in excess of $1,000,000, and provide for insurance to continue after the license is revoked or terminated for any reason for a sufficient period of time to protect the City from claims not yet filed, in all cases the City shall be named as an additional insured;

(4) That the licensee, and the licensee's grantees, successors and assigns, will maintain the encroachment in a safe and presentable condition;

(5) That the licensee and the licensee's grantees, successors and assigns, grant an irrevocable license to the City to enter upon the abutting property as may be necessary to remove the encroachment at the costs of such licensee;

(6) That the licensee, the licensee's grantees, successors and assigns, shall be required to remove the encroachment from the public right-of-way upon receipt of written notice from the City to do so, within the time specified in the notice and at no cost to the City; and

(7) That the license terminates upon transfer of the abutting property to a new owner within 30 days, provided that the obligation to indemnify and insure on behalf of the city shall survive and continue to run with the land until the encroachment and all parts thereof have been removed or a new license with adequate insurance and indemnification guarantees are provided to the City;

(8) That the license shall be recordable in the land records of the Greene County Recorder's Office; and

(9) Such other terms and conditions as adjudged by the Director of Public Works or the City Attorney as necessary in the public interest.

(b) In addition to the requirements of section 98-325(a), any proposed bicycle dock encroachment, shall not be permitted or allowed unless the applicant and City are parties to an existing cooperative agreement to regulate the placement and management of any approved bicycle docks. The Director of Public Works is hereby

authorized to enter into such cooperative agreements so long as said cooperative agreement is consistent with this Article. Such cooperative agreement shall include, at least the following terms:

(1) That any encroachment permit for the placement of any of the applicant's bicycle docks may be revoked upon breach of any of the terms of the agreement; and

(2) That the applicant shall be solely responsible for recovering any bicycles abandoned or misplaced and any costs associated therewith; and

(3) That the applicant shall be solely responsible for any injury or damage caused by any bicycles used in connection with applicant's bicycle docks; and

(4) That the placement of any logos or sponsorship information, shall comply with all applicable federal, state, and local regulations and shall not be used as a public forum for public debate; and

(5) That the placement of any logos or sponsorship information may be limited to certain areas of the bicycle dock and that the available area in which a logo or any sponsorship information may be placed may be limited so as to address the public safety concerns inherent with signs, logos, and decals placed near streets and the traveling public; and

(6) That the term of any cooperative agreement shall be limited to not more than one year; and

(7) Such other terms and conditions as adjudged by the Director of Public Works as necessary to comply with the intent of this Article.

Section 3 – Springfield City Code, Chapter 36, Article III, 'Zoning Regulations,' Division 5, 'Supplemental District Regulations,' section 36-454(17)(a)(8.) is hereby amended to read as follows:

(Note: Language to be added is underlined and language being removed is stricken.)

Sec. 36-454. – Signs.

8. In the center city (CC) and Commercial Street (COM1) zoning districts and along College Street between Grant and Nettleton Avenue, each premises which has multiple businesses located on the ground floor with direct exterior public access shall be allowed a projecting sign not to exceed ten square feet in size per business, provided it meets the provisions of subsection (3)(b) regardless of detached signs that are allowed on the premises. If the premises consist ~~consists~~ of only one business located on the ground floor with direct public access, a projection sign not to exceed 30 ~~20~~ square feet in size ~~shall~~ may be permitted. The minimum clearance shall be ten feet above the highest level of the ground below the sign.

Section 4 – 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.

Section 5 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-189

FILED: 08-06-19

ORIGINATING DEPARTMENT: Public Works and Building Development Services

PURPOSE: Amending Chapter 98 of the City Code, Article VII, 'Encroachments on City Property,' sections 98-323 and 98-325; and amending Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Division 5, 'Supplemental District Regulations,' section 36-454; for the purpose of modifying the City's sign regulations to allow for the administrative approval of certain encroachments on City right-of-way, modifying the insurance requirements for certain encroachments, and increasing the authorized size of certain signs. (Recommended by Plans and Policies Committee.)

BACKGROUND INFORMATION: On May 23, 2019, City staff and representatives for the business community presented City Council's Plans and Policies Committee with proposed modifications to City Code and Zoning Ordinance as referenced to the size and process for approving projecting signs in the public right-of-way. Plans and Policies Committee moved to take the recommendations forward to Planning and Zoning Commission and then to City Council for consideration.

Subsequently, staff presented the proposed Zoning Ordinance amendments to Planning and Zoning Commission on June 12, 2019, where the projecting sign size modification was unanimously approved to move forward for City Council action. This Zoning Ordinance change allows for the overall projecting sign size to increase from 20 square feet to 30 square feet.

In addition to the Zoning Ordinance modification, the proposed City Code amendments promote business activities by reducing the insurance requirements from the sovereign immunity limit to $1 Million per year, giving the authority to the Director of Public Works for the administrative approval of installing projecting signs within the public right-of-way, and removing the term "freestanding" from the administrative process for approving awnings and canopies. These modifications are intended to save valuable time and cost to business owners when establishing or maintaining business activities in the City's Central Business Districts.

RECOMMENDATION: Public Works and Building Development Services recommend passage of this Council bill.

Submitted by:

Kirk Juranas, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Harlan Hill, Director of BDS

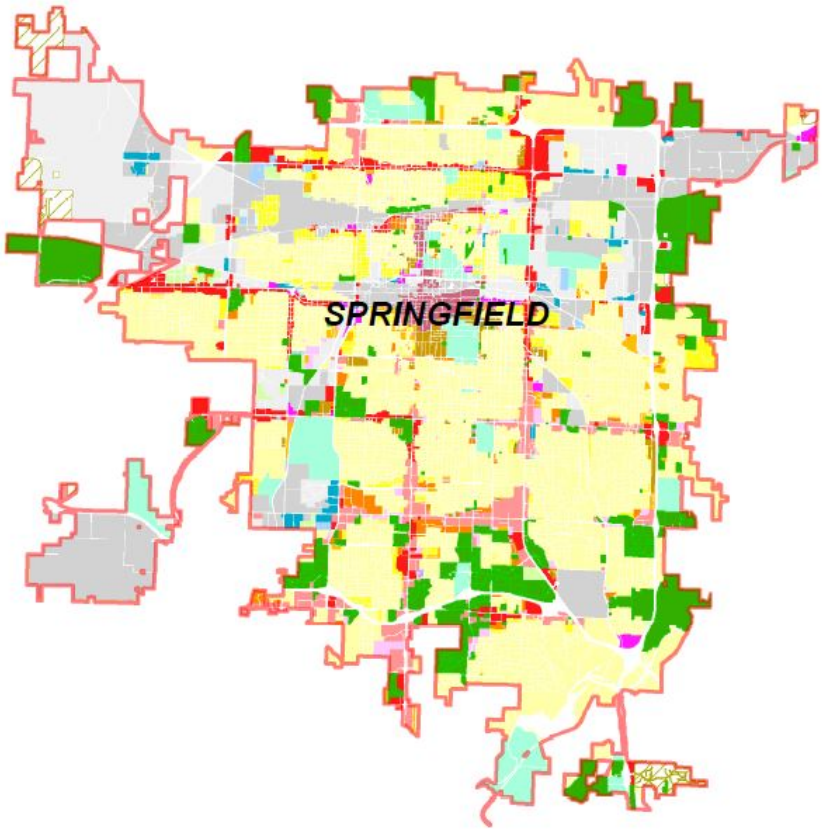
Approved by:

Jason Gage, City Manager

Exhibit A

PLANNING AND ZONING COMMISSION PUBLIC HEARING: JULY 11, 2019

CITY COUNCIL PUBLIC HEARING: AUGUST 12, 2019



CASE:
Sign Amendments to the CC, Center City and COM1, Commercial Street and College Street area.

STAFF:
Harlan Hill, Director of Building Development Services 864-1061

STAFF RECOMMENDATIONS:
Approve

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

SUMMARY OF REQUEST:

An amendment to Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Division 5, Supplemental District Regulations,' section 36-454 subsection (17) (a) 8.; for the purpose of modifying the City's sign regulations to increase the authorized size of projecting signs in the Center City (CC) and Commercial Street (COM1) zoning districts and along College Street between Grant and Nettleton Avenue from 20 square feet to 30 square feet.

FINDINGS FOR STAFF RECOMMENDATION:

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

2. The proposed amendment will modify the current requirements to increase a projection sign from 20 square feet to 30 square feet in size which meets the provisions for projecting over public right-of-way. These provisions are that; no sign other than a government sign or a neighborhood identification sign reviewed and approved by the director of public works shall be allowed within or over public property or right-of-way. No such signs are allowed in the right-of-way of any thoroughfare designated as a part of the Federal Aid Urban (FAU) system. When the building is located on or within three feet of the right-of-way line and the director of public works grants consent, signs may project into the right-of-way as follows: 1. A horizontal separation of two feet from the inside curb line

to the closest edge of the sign shall be maintained. 2. The sign shall be at least ten feet above the highest level of the ground under the sign's lowest point. 3. A license agreement shall be executed between the sign owner and/or the property owner and the City of Springfield.

3. The proposed increase is consistent with Springfield’s peer cities as researched by Building Development Services.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

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

The Community Physical Image and Character Element of the Comprehensive Plan takes into account that advertising by signage is a means of local business and property owner income but encourages improving visual appearances of urban areas by taking steps to reduce visual blight caused by signs.

SUMMARY OF PROPOSED TEXT AMMENDMENT:

1. The attached draft Ordinance was reviewed by the Plans and Policies Committee on May 23, 2019. The Committee moved to forward the Ordinance to the full Council after review by the Planning and Zoning Commission.

2. The current sign ordinance allows a maximum of 20 square feet in size for a projecting sign over a public right-of-way. Building Development Services has researched other cities and the proposed increase to 30 square feet is the standard for Springfield's peer cities. The provisions contained within this ordinance do not excessively and unnecessarily increase construction costs; do not restrict the use of new materials, productions, or methods of construction; and, do not give preferential treatment to particular types or classes of materials, products, or methods of construction.

3. The Building Development Services Department has met with representatives of the Downtown Springfield Association requesting the proposed changes to the sign ordinance.

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

STAFF COMMENTS:

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

PUBLIC COMMENTS:

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

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues

CITY UTILITIES COMMENTS:

No issues

CLEAN WATER SERVICES DIVISION COMMENTS:

No issues

FIRE DEPARTMENT COMMENTS:

No issues

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

No issues

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

No issues

REQUIREMENTS FOR APPROVAL:

Attachment 2

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

Sec. 36-454. – Signs.

(17) (a) 8. In the center city (CC) and Commercial Street (COM1) zoning districts and along College Street between Grant and Nettleton Avenue, each premises which has multiple businesses located on the ground floor with direct exterior public access shall be allowed a projecting sign not to exceed ten square feet in size per business, provided it meets the provisions of subsection (3)(b) regardless of detached signs that are allowed on the premises. If the premises consists of only one business located on the ground floor with direct public access, a projection sign not to exceed 30 ~~20~~ square feet in size shall be permitted. The minimum clearance shall be ten feet above the highest level of the ground below the sign.

One-rdg._____
P. Hrngs. _____
Pgs. 6
Filed: 08-06-19

Sponsored by: Hosmer

First Reading: _____ Second Reading:_____

COUNCIL BILL 2019 - 190 SPECIAL ORDINANCE _____

AN ORDINANCE

CALLING an election on Tuesday, November 5, 2019, in the City of Springfield, Missouri, to submit to qualified voters the question of whether to continue a one-eighth of one percent (1/8-cent) transportation sales tax on retail sales within the City for a period of twenty years; authorizing the City Clerk to do all things necessary and convenient to submit said question; and declaring an emergency.

_____

WHEREAS, Section 94.705 RSMo., as amended, authorizes City Council to impose a sales tax up to one-half of one percent transportation sales tax on all retail sales made within the City for transportation purposes with the approval of the voters; and

WHEREAS, at an election on November 5, 1996, the voters did approve the imposition of a one-eighth of one percent transportation sales tax on all retail sales made within the City to fund high-priority transportation projects for a period of four years; and

WHEREAS, at elections on August 8, 2000; August 2, 2004; August 5, 2008; August 7, 2012; and April 5, 2016; voters approved the continuation of said tax; and

WHEREAS, the continuation of the one-eighth of one percent transportation sales tax would allow the City to fund additional high-priority transportation improvements; and

WHEREAS, the City finds it desirable to submit the question of continuing the one-eighth of one percent transportation sales tax for transportation purposes at an election to be held on November 5, 2019.

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

Section 1 – An election is hereby called and ordered to be held in the City of Springfield, Missouri, on November 5, 2019, for the purpose of submitting to the qualified voters of the City the question of continuing the current one-eighth of one percent (1/8-cent) transportation sales tax for a period of twenty-years.

Section 2 – The ballot to submit the issue referenced in Section 1 shall be in substantially the same form as the following:

OFFICIAL BALLOT
CITY ELECTION
CITY OF SPRINGFIELD, MISSOURI

Shall the City of Springfield, Missouri, continue to impose a sales tax of one-eighth of one percent (1/8 cent) for transportation purposes to fund high-priority transportation improvements, with the tax to sunset in twenty years?

(Note: There will be no increase in the current sales tax level if the one-eighth of one percent transportation sales tax is continued.)

- → Yes - → No

INSTRUCTIONS TO VOTERS:

To vote FOR the question, complete the arrow opposite YES.

To vote AGAINST the question, complete the arrow opposite NO.

Section 3 – The Greene County Clerk is hereby authorized to conduct an election in a manner consistent with the provisions of Chapter 115, RSMo.

Section 4 – The City Clerk is hereby authorized and directed to notify the Greene County Clerk of the adoption of this Ordinance as soon as practicable, but no later than 5:00 p.m. on the tenth Tuesday prior to November 5, 2019, and to include in said notification all of the terms and provisions required by Chapter 115, RSMo. or any other law. The City Clerk is authorized to do all things necessary and convenient to ensure that the question is properly submitted to the voters on November 5, 2019.

Section 5 – City Council finds and declares, in accordance with City Charter section 2.12, that this Ordinance qualifies as an emergency because it relates to the calling of an election and so may be approved by the City Council on the same day as its introduction.

Section 6 – This Ordinance shall be in full force and effect from and after passage. The tax authorized by the Ordinance shall run from April 1, 2021, (the sunset

of the prior transportation sales tax authorized by public vote), and for a period of twenty years thereafter.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-190

FILED: 08-06-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Calling an election on Tuesday, November 5, 2019, in the City of Springfield, Missouri, to submit to qualified voters the question of whether to continue a one-eighth of one percent transportation sales tax on retail sales within the City for a period of twenty years; authorizing the City Clerk to do all things necessary and convenient to submit said question; and declaring an emergency.

BACKGROUND INFORMATION: The citizens of Springfield first approved the one-eighth of one percent ("1/8-cent") Transportation Sales Tax in November 1996 with a sunset provision. The citizens also approved subsequent 1/8-cent Transportation Sales Tax referendums with the last approval in April 2016.

The list of programs and projects being proposed for the first four (4) years of this 1/8-cent referendum was developed using priorities identified in the July 2019 Transportation Survey that 1,686 people participated in.

All projects promised in the previous 1/8-cent Transportation Sales Tax referendums have been completed, are under contract, or will be under contract in 2020. This ordinance will place the extension of the 1/8-cent Transportation Sales Tax on the ballot for November 5, 2019. It is estimated that the sales tax will generate approximately $24,250,000 during the first four (4) years of the proposed twenty-year extension. Attached is a list of proposed programs and projects to be funded during the first four (4) years ("Exhibit A") totaling an estimated $22,000,000, plus a reserve for project contingencies and overhead expenses of $2,250,000.

Passage of the 1/8-cent Transportation Sales Tax by voters will extend the tax through March 31, 2041. Public engagement, including public surveys, will continue to occur to collect feedback that will be used in the selection of future projects and programs. In addition, as project planning occurs, the six-year Capital Improvement Plan will continue to be brought to City Council for review and approval each year. Use of funding from the 1/8-cent Transportation Sales Tax is also reviewed and monitored by the Citizens Tax Oversight Committee.

This council bill supports three of the four City Council Priorities:

- Public safety
- Economic vitality
- Fiscal sustainability

REMARKS: Public Works recommends passage of this Council bill. This bill is being presented as an emergency measure, but it is anticipated that the bill will have two separate readings at two separate City Council meetings. The bill is offered as an

emergency to give Council the opportunity to amend the bill during the second reading without having to hold the bill over for an additional meeting.

Submitted by:

Martin Gugel, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

Exhibit A

Proposed 2021-2041 1/8-Cent Transportation Sales Tax Program - 20 Years

Draft of Proposed Projects for Years 2021-2025 (Years 1 to 4)

Projected 2021-2041 1/8-Cent Revenues (Years 1 to 20 - April 2021 to March 2041)	**136,750,000**
Less: Projected 2025-2041 1/8-Cent Revenues (Years 5 to 20 - April 2025 to March 2041)	**(112,500,000)**
Projected 2021-2025 1/8-Cent Revenues (Years 1 to 4 - April 2021 to March 2025)	**24,250,000**
Reserves for Years 1 to 4 (Project Contingencies & Overhead)	**(2,250,000)**
2021-2025 Estimated Revenues Available for Transportation Improvements (Years 1 to 4)	**22,000,000**
Proposed Transportation Programs:	
Major Street Resurfacing & Rehabilitation *(*)*	5,200,000
Traffic Flow & Safety *(includes signal system, turn lane, & railroad improvements)(*)*	1,800,000
Walkability *(includes sidewalks; ADA sidewalk transition plan, and new trails)(*)*	2,000,000
Public/Private Shared Cost & Economic Development (*)	2,200,000
Bridge Repair & Replacement *(*)*	800,000
Total Proposed Transportation Programs	**12,000,000**
Proposed Transportation Projects:	
National Avenue - Battlefield to Walnut Lawn	1,400,000
Campbell & Walnut Lawn Intersection	4,500,000
Kansas Expressway & Walnut Lawn Intersection *(*)*	250,000
National & Division Intersection	800,000
Kansas Expressway & Sunset Intersection *(*)*	250,000
Central Street Phase 2 - Benton to Clay *(*)*	2,800,000
Total Proposed Transportation Projects	**10,000,000**
Total Proposed Programs & Projects for 2021-2025 (Years 1 to 4 - April 2021 to March 2025)	**22,000,000**

(*) May be supplemented with federal funds.

One-rdg._____
P. Hrngs. _____
Pgs. 5
Filed: 08-06-19

Sponsored by: Fisk

First Reading: _____ Second Reading:_____

COUNCIL BILL 2019 - 191 SPECIAL ORDINANCE _____

AN ORDINANCE

CALLING an election on Tuesday, November 5, 2019, in the City of Springfield, Missouri, to submit to qualified voters the question of whether to continue a three-quarters of one percent (3/4-cent) sales tax on retail sales within the City for the sole purpose of providing revenues for the Springfield Police Officers' and Fire Fighters' pension system; providing for a sunset on the tax at the earlier of either the end of five years from the date of commencement of collection of the renewed tax or the pension system fund reaching a fully-funded status; and declaring an emergency.

_____

WHEREAS, Section 94.579 RSMo. authorizes City Council to impose a sales tax of up to one-cent on all retail sales made within the City for the purpose of funding the Springfield Police Officers' and Fire Fighters' pension system with the approval of the voters; and

WHEREAS, at an election on November 3, 2009, the voters did approve the imposition of a 3/4-cent sales tax for the sole purpose of funding the pension system, which action enabled the City to begin to restore the pension system's funding levels to meet state funding-level requirements; and

WHEREAS, at an election on April 8, 2014, voters approved the continuation of said tax; and

WHEREAS, previously City Council adopted several measures to address issues related to the pension fund, including implementing budget reductions in other areas of the general fund to meet actuarial-recommended funding requirements for the pension fund and injecting approximately $25 million obtained through telecommunication lawsuit settlements into the pension fund; and

WHEREAS, measures taken by City Council to reduce expenditures and redirect funds into the pension fund combined with the 3/4-cent sales tax has resulted in the improved funded ratio of the pension fund from 66.8 percent of actuarially-required

funding in June 2013 to approximately 86 percent of actuarially-required funding as of June, 2018; and

WHEREAS, in order to substantially complete the necessary funding of the pension system, additional revenue is needed and the only viable source of revenue available to fully fund the pension fund is the proceeds derived from a continuation of the current 3/4-cent sales tax; and

WHEREAS, the City finds it necessary to submit the question of continuing the 3/4-cent sales tax for funding the Springfield Police Officers' and Fire Fighters' pension system at an election to be held on November 5, 2019.

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

Section 1 – An election is hereby called and ordered to be held in the City of Springfield, Missouri, on November 5, 2019, for the purpose of submitting to the qualified voters of the City the question of continuing the current three-quarters of one percent (3/4-cent) sales tax on retail sales within the City for the sole purpose of providing revenues for the Springfield Police Officers' and Fire Fighters' pension system.

Section 2 – The ballot to submit the issue referenced in Section 1 shall be in substantially the same form as the following:

OFFICIAL BALLOT
CITY ELECTION
CITY OF SPRINGFIELD, MISSOURI

Shall the City of Springfield, Missouri, continue collecting the pension sales tax imposed at the rate of three-quarters of one percent (3/4-cent) for the sole purpose of providing revenues for the Springfield Police Officers' and Fire Fighters' pension system, with said tax to sunset upon the earlier of (A) five (5) years from the date of the commencement of collection of the renewed pension sales tax, or (B) the Pension System fund reaching a fully-funded (100%) status as determined by an independent actuarial study conducted for the pension system Board of Trustees?

(Note: There will be no increase in the current sales tax level if the three-quarters of one percent sales tax is continued.)

- → Yes - → No

INSTRUCTIONS TO VOTERS:

To vote FOR the question, complete the arrow opposite YES.

To vote AGAINST the question, complete the arrow opposite NO.

Section 3 – The Greene County Clerk is hereby authorized to conduct an election in a manner consistent with the provisions of Chapter 115, RSMo.

Section 4 – The City Clerk is hereby authorized and directed to notify the Greene County Clerk of the adoption of this Ordinance as soon as practicable, but no later than 5:00 p.m. on the tenth Tuesday prior to November 5, 2019, and to include in said notification all of the terms and provisions required by Chapter 115, RSMo. or any other law. The City Clerk is authorized to do all things necessary and convenient to ensure that the question is properly submitted to the voters on November 5, 2019.

Section 5 – City Council finds and declares, in accordance with City Charter section 2.12, that this Ordinance qualifies as an emergency because it relates to the calling of an election and so may be approved by the City Council on the same day as its introduction.

Section 6 – This Ordinance shall be in full force and effect from and after passage. The tax authorized by the Ordinance shall run from April 1, 2020, for a period of five years or until the pension system fund reaches a fully funded (100%) status as determined by an independent actuarial study conducted for the pension system Board of Trustees.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Leonard, City Attorney

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

EXPLANATION TO COUNCIL BILL 2019-191

FILED 08-06-19

ORIGINATING DEPARTMENT: City Manager

PURPOSE: Calling an election on Tuesday, November 5, 2019, in the City of Springfield, Missouri, to submit to qualified voters the question of whether to continue a three-quarters of one percent (3/4-cent) sales tax on retail sales within the City for the sole purpose of providing revenues for the Springfield Police Officers' and Fire Fighters' pension system; providing for a sunset on the tax at the earlier of either the end of five years from the date of commencement of collection of the renewed tax or the pension system fund reaching a fully-funded status; and declaring an emergency.

BACKGROUND INFORMATION:

In 1946 the Citizens of Springfield voted to create a separate pension system in order to provide for the well-being of disabled and retired Springfield Police Officers and Firefighters. As of June 30, 2008, the plan's funded ratio had dropped to a low of 33% funded status.

On November 3, 2009, the citizens of Springfield approved the enactment of a 3/4-cent pension sales tax for the sole purpose of funding the Police and Fire Pension Plan. By June 30, 2013, the total assets in the pension plan had increased to $254 million with a funded ratio of 66.8%.

On April 8, 2014, citizens of Springfield approved the continuation of the 3/4-cent pension sales tax. By June 30, 2018, the total assets in the pension plan had increased to $428.7 million with a funded ratio of 86%.

The measures taken by City Council to redirect funds into the pension fund combined with the 3/4-cent pension sales tax has resulted in the improved funded ratio of the pension fund from approximately 33% in June 2008 to 86% of as of June 30, 2018.

Since November 2009, the City's self-funded Police and Fire Pension Plan has been closed to new hires and all new Police Officers and new Fire Fighters have been enrolled in the State's LAGERS retirement system.

In order to reach 100% funded level and complete the necessary funding of the pension system, additional revenue is needed. The only viable source of revenue available to fully fund the pension fund is the proceeds derived from a continuation of the current 3/4-cent pension sales tax.

The City finds it necessary to submit the question of continuing the 3/4-cent pension sales tax for funding the Springfield Police Officers' and Fire Fighters' pension system at an election to be held on November 5, 2019.

The tax authorized by the Ordinance shall run from April 1, 2020, for a period of five years or until the pension system fund reaches a fully funded (100%) status as determined by an independent actuarial study conducted for the pension system Board of Trustees.

Per the November 2009 ballot language, 100% of the 3/4-cent pension sales tax revenues have been deposited into the City's self-funded Plan. These monthly deposits have been overseen and confirmed by the Citizens' Tax Oversight Committee ("CTOC").

Submitted by:

Collin Quigley, Deputy City Manager

Approved by:

Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 08-06-19

Sponsored by: Fisk

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 192 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Joint Funding Agreement with the United States Department of the Interior for the purpose of operating and maintaining four streamgages.

WHEREAS, the United States Geological Survey ("USGS"), which is part of the Department of the Interior, maintains over 8,000 streamgages across the country; and

WHEREAS, these streamgages provide real-time, continuous data of water-surface elevation and stream flow; and

WHEREAS, this data is used when designing highways and bridges, mapping floodplains, issuing flood warnings due to major storm events, water-quality monitoring studies, watershed planning purposes, and for education and research; and

WHEREAS, the City has shared in the costs of at least three streamgages since 1998; and

WHEREAS, this Agreement would authorize the City and USGS to share in the cost of four streamgages located on Wilson's Creek at Scenic Avenue, Wilson's Creek at Farm Road 156, South Creek at Highway FF, and Pearson Creek at Farm Road 148; and

WHEREAS, the total annual cost to operate and maintain these four streamgages is $57,600.00 with fifty percent of this cost funded through the City's General Fund from funds already budgeted to the Department of Public Works.

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 Joint Funding Agreement with the United States Department of the Interior for the purpose of operating and maintaining four streamgages; said agreement to be in

substantially similar form as that document attached hereto and incorporated herein by reference as "Exhibit A."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-192

FILED:08-06-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Joint Funding Agreement with the United States Department of the Interior for the purpose of operating and maintaining four streamgages.

BACKGROUND INFORMATION: Streamgages are an important tool for various public entities when it comes to water resources. The United States Geological Survey ("USGS") operates and maintains over 8,000 streamgages across the country. More than 280 are located in Missouri. Streamgages provide real-time, continuous data of gauge height (water-surface elevation) and stream flow which provides multiple benefits to the public. The data is used when designing highways and bridges, mapping floodplains, issuing flood warnings during major storm events, water-quality monitoring studies, watershed planning purposes, and for education and research. The City of Springfield has shared in the cost of three streamgages since 1998. These streamgages are located on Wilsons Creek at Scenic Avenue, Wilsons Creek at Farm Road 156, and South Creek at Highway FF. A fourth streamgage was added in 2004 on Pearson Creek at Farm Road 148. The data from these four streamgages are also used by the National Weather Service to create river forecasts at each location during times of flooding.

This Joint Funding Agreement is for the one-year period of October 1, 2019, to September 30, 2020, and will continue the operation and maintenance of four existing streamgages. The total annual cost to operate and maintain these four gauges is $57,600, with $28,800 (50%) funded by the City of Springfield. Funding for this agreement is already budgeted as part of the Fiscal Year 2019-2020 General Fund Budget for the Department of Public Works Stormwater Services Division, and no budget adjustment is needed. The Missouri Department of Transportation is also sharing in the cost of the streamgage on Pearson Creek and has contributed $7,200. The remaining $21,600 is funded by the USGS. See "Exhibit B" for a breakdown of the annual costs.

This program supports the City Council Priority to Promote Public Safety.

REMARKS: Public Works recommends approval of this Council bill.

Submitted by:

Martin Gugel, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

EXHIBIT A

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001460
Agreement #: 20NEJFA212
Project #: NE009KT
TIN #: 44-0553154
Match Pair Code: X2

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2019, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Springfield - Public Works party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, operation and maintenance of four (4) streamgages; Wilson Creek at Scenic Drive; Wilson Creek at FR 156 near Springfield; South Creek near Springfield; and Pearson Creek near Springfield, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $21,600 by the party of the first part during the period October 1, 2019 to September 30, 2020

(b) $28,800 by the party of the second part during the period October 1, 2019 to September 30, 2020

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices).

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	C. Shane Barks Deputy Director for Networks
Address:	1400 Independence Road Rolla, MO 65401
Telephone:	(573) 308-3674
Fax:	(573) 308-3645
Email:	csbarks@usgs.gov

Customer Technical Point of Contact

Name:	Chris Dunnaway Principal Engineer
Address:	P.O. Box 8368 Springfield, MO 65802
Telephone:	(417) 864-1876
Fax:	(417) 864-1907
Email:	cdunnaway@springfieldmo.gov

USGS Billing Point of Contact

Name:	Julie Asher Budget Analyst
Address:	1400 Independence Road Rolla, MO 65401
Telephone:	(573) 308-3558
Fax:	(573) 308-3645
Email:	jasher@usgs.gov

Customer Billing Point of Contact

Name:	Chris Dunnaway Principal Engineer
Address:	P.O. Box 8368 Springfield, MO 65802
Telephone:	(417) 864-1876
Fax:	(417) 864-1907
Email:	cdunnaway@springfieldmo.gov

U.S. Geological Survey
United States
Department of Interior

Signature

By C. Shane Barks **Date:** 07/08/2019
Acting For:
Name: Amy Beussink
Title: Director, Central Midwest WSC

City of Springfield - Public Works

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

Exhibit B

Springfield Department of Public Works - U. S. Geological Survey

Cooperative Streamgaging Program

October 1, 2019 - September 30, 2020

Station Number	Station Name	Cost			
		Springfield	USGS	MoDOT	Total
07050690	Pearson Creek near Springfield, MO	$7,200	$0	$7,200	$14,400
07052000	Wilson Creek at Scenic Drive in Springfield	7,200	7,200	0	14,400
07052100	Wilson Creek at FR156 near Springfield	7,200	7,200	0	14,400
07052120	South Creek at Highway FF near Springfield	7,200	7,200	0	14,400
	Total	$28,800	$21,600	$7,200	$57,600

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI	ILLINOIS	IOWA
1400 Independence Rd. MS100	405 N. Goodwin Ave.	400 S. Clinton St. Rm 269
Rolla, MO 65401	Urbana, IL 61801	Iowa City, IA 52240

July 8, 2019

Chris Dunnaway
Principal Engineer
City of Springfield - Public Works
P.O. Box 8368
Springfield, MO 65802

Dear Mr. Dunnaway:

Attached is our standard joint-funding agreement for the operation and maintenance of four (4) streamgages; Wilson Creek at Scenic Drive; Wilson Creek at FR 156 near Springfield; South Creek near Springfield; and Pearson Creek near Springfield, for the period October 1, 2019 through September 30, 2020, in the amount of $28,800 from your agency. U.S. Geological Survey contributions for this agreement are $21,600 for a combined total of $50,400. Please sign and return one fully-executed original to Julie A. Asher at the Rolla address above or via e-mail.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2019**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact me by phone number (573) 308-3674 or email csbarks@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Julie Asher at phone number (573) 308-3558 or email at jasher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

C. Shane Barks

C. Shane Barks
Deputy Director, Central Midwest WSC

Enclosure
20NEJFA212

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed: 08-06-19

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 193 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an Encroachment License Agreement with RollinFox, LLC, d/b/a The Hepcat, to allow for the construction, installation and maintenance of a kitchen exhaust fan vent over the public right-of-way at 220 South Campbell.

WHEREAS, certain encroachments on City rights-of-way require the approval of City Council; and

WHEREAS, RollinFox, LLC, d/b/a The Hepcat, has requested permission to construct, install and maintain a kitchen exhaust fan over the public right-of-way at 220 South Campbell as depicted in “Exhibit 2;” and

WHEREAS, the City wishes to enter into an Encroachment License Agreement with RollinFox, LLC, d/b/a The Hepcat, to allow this encroachment.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an Encroachment License Agreement with RollinFox, LLC, d/b/a The Hepcat, to allow for the construction, installation and maintenance of a kitchen exhaust fan vent over the public right-of-way at 220 South Campbell; said agreement to be in substantially similar form as that document attached hereto and incorporated herein by reference as "Exhibit 1."

Section 2 – The encroachment authorized by this Ordinance shall comply with all applicable provisions of City Code.

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

Passed at meeting: _____

_____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-193

FILED: 08-06-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an Encroachment License Agreement with RollinFox, LLC, d/b/a The Hepcat, to allow for the construction, installation and maintenance of a kitchen exhaust fan vent over the public right-of-way at 220 South Campbell.

BACKGROUND INFORMATION: The site is an existing commercial property. The owners are required to install a kitchen exhaust fan vent that will extend over the public right-of-way approximately 18 inches and approximately 11 feet above ground floor elevation. Since the vent will be encroaching over public right-of-way, a license agreement is required to bring the encroachment into compliance with current city code.

REMARKS: The license agreement permits the property owner to construct and maintain a kitchen exhaust fan vent as part of a commercial renovation in the location shown in "Exhibit 2" over the public right of way.

This Council bill supports the 2019 Council Priorities:

- Public Safety
- Economic Vitality

FINANCIAL: Proof of insurance has been received by the Department of Public Works, to protect the interests of the City of Springfield in connection with this project. There is no financial impact to the City.

RECOMMENDATION: Public Works recommends passage of this Council bill.

Submitted by:

Kirk Juranas, Assistant Public Works Director

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

Exhibit 1

ROUTING ORDER	(1) Licensee	(2) Public Works Traffic Engineering	(3) Finance Department
	(4) Public Works	(5) Law Department	(6) City Clerk's Office
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
() RENEWAL OF CONTRACT NO. (X) NEW CONTRACT			

GRANTOR	OWNER	LICENSEE
City of Springfield 840 Boonville, P.O. BOX 8368 Springfield, MO 65802 Phone: 417-864-1950 FAX: 417-864-1929 ATTN: Dan Smith DEPT: Public Works	220, LLC 1336 S. Pickwick Springfield, MO 65804 Phone: (417) 866-6860 ATTN: Sam Freeman Email: bfree@sbcglobal.net	Rollin Fox, LLC d/b/a The Hepcat 220 S. Campbell Ave. Springfield, MO 65806 Phone: (417) 766-9039 ATTN: Dylan Fox Email: Dylan@thehepcat.com

LICENSE AGREEMENT TO USE PUBLIC RIGHT-OF-WAY

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by the Encroachment Licensee identified above, hereinafter "Licensee," and the City of Springfield, Missouri, a municipal corporation, Grantor, hereinafter "City."

1. The City, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Licensee, hereby grants permission to Licensee to erect, install, and maintain the encroachment, a kitchen exhaust fan on City right-of-way at 220 S. Campbell Ave., legally described as shown below and on ***Exhibit A***. Licensee shall erect, install, and maintain in good repair said encroachment in strict accordance with the terms and conditions of the permit issued by the City Public Works Department; Chapter 98, Article VII, of the Springfield City Code and all other applicable codes of the City; and State and Federal laws and regulations. Licensee may use the right-of-way abutting the real property at said address, except the last six feet to the curb face.

PROPERTY DESCRIPTION: SEE EXHIBIT A,
WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

2. The Licensee is the owner of the encroachment and shall be bound by the duties and obligations assigned herein to the Licensee during Licensee's possession and after, until the encroachment is removed and any and all claims are settled or adjudicated.

3. All signs and markings on the encroachment shall conform to the approved permit and shall not be altered. Licensee grants to City a cross-easement to the property identified on ***Exhibit A*** as may be necessary to allow City to enter said property to remove the encroachment in the event Licensee fails to comply with the provisions of Chapter 98, Article VII of the Springfield City Code or fails to remove the encroachment on termination of this license. Licensee (if Licensee is a tenant, Licensee's landlord) consents that in such event that a lien may be placed by the City on the property for the reasonable cost of removal of the encroachment. Licensee (if Licensee is a tenant, Licensee's Landlord) also agrees that City, its agents and employees, shall be immune from any damage to the structures at 220 S. Campbell Ave. occasioned by the removal of such encroachment under this paragraph in addition to the rights of the City, its agents and employees under paragraphs 3 and 5.

4. Licensee shall at all times during the term of this agreement carry a premises-liability-insurance policy on the property. Such policy shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1, each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php). This year, such insurance shall be in an amount of not less than $2,804,046.00 (Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars) combined, single-limits coverage with an insurance company qualified to transact business in Missouri and acceptable to City. Licensee agrees to furnish the City with a certificate of insurance evidencing that Licensee will have at all times during the terms of this agreement the above-required insurance. The certificate of insurance shall be filed with the City within ten (10) days after the date of effectiveness of this agreement. All insurance policies shall provide at least thirty (30) days' written notice to be given to the City prior to modification or cancellation of such insurance. Such notice shall be mailed to the City Attorney, City of Springfield, P.O. Box 8368, Springfield, MO 65801. Licensee further agrees that the proceeds of such insurance policy shall first be used to pay any damages, costs, attorney's fees incurred by or assessed against City, its employees, officers and agents, and second any damages, costs, or attorney's fees incurred by or assessed against Owner, its employees, officers and agents, and before any award or costs of Licensee, its employees, officers or agents is/are paid. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general hereunder.

5. City shall have the absolute right at its discretion to terminate this license or refuse to allow the Licensee to continue to have the encroachment over, under, or across City's property or right-of-way if City determines that City property is being substantially damaged by the encroachment, or that the Licensee has failed to maintain the required insurance on file with City, or that the encroachment constitutes a hazard to the traveling public or other persons. City shall furnish Licensee with notice requiring removal as is reasonable under the circumstances. After receipt of notice, Licensee shall thereafter immediately remove the encroachment and restore City property or right-of-way to the same or better condition as existed prior to the installation of the encroachment. In the event Licensee fails to promptly remove the encroachment and restore the right-of-way within the time required by the notice, City may cause the same to be done at the cost of Licensee and a lien to be placed upon the abutting real property for the cost of removal, to which Licensee and Licensee's Landlord agree.

6. This license terminates upon transfer of either the abutting property owner's property interest or the encroachment property owner's property interest within thirty (30) days of such transfer unless a new encroachment license has been issued, provided that the obligation to indemnify and insure on behalf of City shall survive and continue to run with the land until the encroachment and all parts thereof have been removed or a new license with adequate insurance and indemnification guarantees are provided to City. This license shall be recordable in the land records of the Greene County recorder's office.

7. Licensee, as a further consideration for the aforesaid license, hereby agrees to defend, indemnify, and save harmless City from any and all claims, demands, causes of action, damages, judgments, costs, attorney's fees, and expenses that City may sustain, incur, or become liable for because of loss, destruction, or damage to property, and because of injury or death to any persons resulting from any act, failure to act, or negligence of Licensee, or its contractors or agents in the installation, erection, construction, repair, maintenance, or removal of the encroachment, or by any reason of any defects in the design or installation of the encroachment, the location of the

encroachment or its placement, collapse, failure, or combustion of the encroachment, in whole or in part. Licensee agrees to be responsible for all losses, destruction, or damage to any property of City, including said right-of-way, growing out of the erection, installation, construction, maintenance, repair, or removal of said encroachment, or the failure of Licensee to comply fully with the obligations of Licensee hereunder. Licensee further agrees to reimburse City for any fines, costs, damages, or attorney's fees resulting from the presence of the encroachment on the right-of-way.

8. In no event, shall City be liable to Licensee or any third person for damage or injury to Licensee's (if Licensee is a tenant, to Licensee's Landlord's) facilities and property placed on the right-of-way pursuant to this license or to Licensee's (if Licensee is a tenant, to Licensee's Landlord's) real property if City is required to remove the encroachment. The obligation of Licensee to indemnify City shall survive the termination of the license as to occurrences taking place prior to removal of the encroachment.

9. Additional terms: Licensee shall abide by the terms and conditions of the permit to be issued by the Department of Public Works to construct said encroachment. Signs or banners on the sidewalk café fence or barrier shall not violate the current sign ordinance adopted by the City of Springfield.

10. The obligations of this license shall run with the land identified in ***Exhibit A*** and shall be binding upon Licensee's respective grantees, heirs, personal representatives, successors and assigns, as long as the encroachment shall remain upon City property or right-of-way.

11. Signing this agreement does not grant a right or interest in this license.

12. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to City and Licensee at the addresses shown above or by facsimile transmission to the numbers shown. The date of delivery of any notice by mail shall be the date falling on the second full day after the day of its mailing.

13. This agreement shall contain the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by all parties.

14. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

[Remainder of page intentionally blank.]

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

Approved by:

_____

Traffic Engineer

CITY OF SPRINGFIELD, MISSOURI

By: _____

Director of Public Works or Acting Director

Approved as to Form:

_____

City Attorney or Assistant City Attorney

ACKNOWLEDGMENT OF CITY

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that he is Director/Acting Director of Public Works of the City of Springfield, Missouri, a municipal corporation of the State of Missouri, and that the seal affixed to foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said _____ acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

_____

Notary Public

My Commission expires:

_____

Encroachment Licensee:

By: _____

Name & Title: _____

ACKNOWLEDGMENT of Limited Liability Corporation

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this ____ day of _____, 20__ before me personally appeared _____ to me known, who by me being duly sworn, did state that he/she is _____ of _____, a limited liability company of the State of Missouri, that he/she is authorized to sign the foregoing instrument under the operating agreement of said company and he/she acknowledged executing said instrument as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

_____
Notary Public

_____

My Commission expires:

_____

Exhibit A

Legal Description - 220 S Campbell

ALL THAT PART OF LOT THIRTY-THREE (33), BLOCK ELEVEN (!!), ORIGINAL TOWN OF SPRINGFIELD, DESCRIBED AS: COMMENCING AT A POINT ON EAST LINE OF CAMPBELL STREET WHERE NORTH LINE OF SOUTH ALLEY INTERSECTS; THEN EAST ALONG THE NORTH LINE OF
SOUTH ALLEY 81 FEET 9 INCHES TO EAST UNE OF LOT THIRTY-THREE (33); THENCE NORTH 42
FEET; THENCE WEST 81 FEET 9 INCHES TO EAST LINE OF CAMPBELL A VENUE; THENCE SOUTH TO BEGINNING, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

TOUETHER WITH THE FOLLOWING DESCRIBED EASEMENT WHICH IS FULLY RECORDED IN BOOK
2502 AT PAGES 1272, !273 AND !274 OF THE RECORDER OF DEEDS OFFICE IN GREENE COUNTY MISSOURI:

BEGINNING AT A POINT 2.30 FEET EAST OF THE SOUTHWEST CORNER OF LOT 34 IN BLOCK II IN THE ORIGINAL TOWN OF SPRINGFIELD, MISSOURI, SAID POINT BEING AT THE SOUTHEAST CORNER OF A 2-STORY BRICK BUILDING, AS LOCATED ON THE NORTH LINE OF MCDANIEL STREET, THENCE NORTH AND ALONG THE EAST SIDE *OF* SAID 2-STORY BRICK BUILDING A DISTANCE OF 14.00 FEET TO A POINT BEING 2.20 FEET EAST OF THE WF.ST LINE OF SAfD LOT 3tl, THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 34 A DISTANCE OF 10.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST SIDE OF THE AFORESAID 2-STORY BRICK BUILDING A DISTANCE OF 14.00 FEET TO THE SOUTH LINE OF SAID LOT 34 AND ALSO BEING THE NORTH LINE OF MCDANIEL STREET; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 34 AND THE NORTH LINE OF MCDANIEL STREET A DISTANCE OF !0.00 FEET TO THE POINT OF BEGINNING, ALL LOCATED fN AND BEING A PART OF LOT 34 IN BLOCK !1 IN THE ORIGINAL TOWN OF SPRINGFIELD, MISSOURI, NOW THE Cin' OF SPRINGFIELD, GREENE COIJNTY, MISSOURI.

City of Springfield, Missouri

Exhibit 2

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 07-23-19

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 174 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an Encroachment License Agreement with Hiland Dairy Foods Company, LLC, to allow for the construction, installation and maintenance of a fiber optic cable underneath the public right-of-way in the 2400 block of North National Avenue.

WHEREAS, certain encroachments on City rights-of-way require the approval of City Council; and

WHEREAS, Hiland Dairy Foods Company, LLC, ("Hiland Dairy") has requested permission to construct, install and maintain a fiber optic cable underneath the public right-of-way in the 2400 block of North National Avenue as depicted in "Exhibit A;" and

WHEREAS, the City wishes to enter into an license agreement with Hiland Dairy, to allow this encroachment.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a license agreement to use public right-of-way with Hiland Dairy Foods Company, LLC, to allow for the construction, installation and maintenance of a fiber optic cable underneath the public right-of-way of the 2400 block of North National Avenue; said agreement to be in substantially similar form as that document attached hereto and incorporated herein by reference as "Exhibit 1."

Section 2 – The encroachment authorized by this Ordinance shall comply with all applicable provisions of City Code.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019- 174

FILED: 07-23-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an Encroachment License Agreement with Hiland Dairy Foods Company, LLC, to allow for the construction, installation and maintenance of a fiber optic cable underneath the public right-of-way in the 2400 block of North National Avenue.

BACKGROUND INFORMATION: Hiland Dairy Foods Company, LLC, is requesting permission from the City of Springfield to install underground fiber optic cable within City right-of-way. This is generally located north of Kearney Street, across National Avenue. This agreement will allow and record the placement within the City right-of-way, while specifying the terms for installation and maintenance of the private utility. The City and Hiland Dairy previously entered into an agreement (Ordinance 23279) for the purpose of installation and maintenance of fiber optic cable within City right-of-way under Howard Avenue.

This Ordinance supports the following City Council Priorities:

- Economic Vitality

REMARKS: Public Works recommends approval of this Council Bill.

Submitted by:

Martin Gugel, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

Exhibit 1

ROUTING ORDER	(1) Licensee	(2) Public Works Traffic Engineering	(3) Finance Department
	(4) Public Works	(5) Law Department	(6) City Clerk's Office
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
( ) RENEWAL OF CONTRACT NO. (X) NEW CONTRACT			

GRANTOR	LICENSEE
City of Springfield 840 Boonville, P.O. BOX 8368 Springfield, MO 65802 Phone: (417) 864-1950 Fax: (417) 864-1929 Attn: Dan Smith Dept: Public Works	Hiland Dairy Foods Company, LLC 1133 E. Kearney St. Springfield, MO 65803 Phone: (417) 837-1185 Fax: Attn: Alan Winfrey Email: AWinfrey@hilanddairy.com

LICENSE AGREEMENT TO USE PUBLIC RIGHT-OF-WAY

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by the Encroachment Licensee identified above, hereinafter "Licensee," and the City of Springfield, Missouri, a municipal corporation, Grantor, hereinafter "City."

1. The City, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Licensee, hereby grants permission to Licensee to install and maintain the encroachment of (1) 2-inch PVC conduit and fiber optic cable, 4 feet deep on City right-of-way at National Avenue north of Kearney Street, described as shown below and on ***Exhibit A***. Licensee shall erect, install, and maintain in good repair said encroachment in strict accordance with the terms and conditions of the permit issued by the City Public Works Department; Chapter 98, Article VII, of the Springfield City Code and all other applicable codes of the City; and State and Federal laws and regulations. Licensee may use the right-of-way abutting the real property at said address, except the last six feet to the curb face.

PROPERTY DESCRIPTION: The point of crossing is National Avenue approximately 170 feet north of and parallel to the right-of-way of Kearney Street - SEE EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

2. The Licensee is the owner of the encroachment and shall be bound by the duties and obligations assigned herein to the Licensee during Licensee's possession and after, until the encroachment is removed and any and all claims are settled or adjudicated.

3. Licensee grants to City a cross-easement to the property identified on ***Exhibit A*** as may be necessary to allow City to enter said property to remove the encroachment in the event Licensee fails to comply with the provisions of Chapter 98, Article VII of the Springfield City Code or fails to remove the encroachment on termination of this license. Licensee consents that in such event that a lien may be placed by the City on the property for the reasonable cost of removal of the encroachment. Licensee also agrees that City, its agents and employees, shall be immune from any damage to the structures at National Avenue north of Kearney Street occasioned by the removal of such encroachment under this paragraph in addition to the rights of the City, its agents and employees under paragraphs 3 and 5.

4. Licensee shall at all times during the term of this agreement carry a premises-liability-insurance policy on the property. Such policy shall name the City as an additional insured, with limits of liability not less than the

sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1, each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php). This year, such insurance shall be in an amount of not less than $2,865,330.00 (Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars) combined, single-limits coverage with an insurance company qualified to transact business in Missouri and acceptable to City. Licensee agrees to furnish the City with a certificate of insurance evidencing that Licensee will have at all times during the terms of this agreement the above-required insurance. The certificate of insurance shall be filed with the City within ten (10) days after the date of effectiveness of this agreement. All insurance policies shall provide at least thirty (30) days' written notice to be given to the City prior to modification or cancellation of such insurance. Such notice shall be mailed to the City Attorney, City of Springfield, P.O. Box 8368, Springfield, MO 65801. Licensee further agrees that the proceeds of such insurance policy shall first be used to pay any damages, costs, attorney's fees incurred by or assessed against City, its employees, officers and agents, and second any damages, costs, or attorney's fees incurred by or assessed against Licensee, its employees, officers and agents, and before any award or costs of Licensee, its employees, officers or agents is/are paid. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general hereunder.

5. City shall have the absolute right at its discretion to terminate this license or refuse to allow the Licensee to continue to have the encroachment over, under, or across City's property or right-of-way if City determines that City property is being substantially damaged by the encroachment, or that the Licensee has failed to maintain the required insurance on file with City, or that the encroachment constitutes a hazard to the traveling public or other persons. City shall furnish Licensee with notice requiring removal as is reasonable under the circumstances. After receipt of notice, Licensee shall thereafter immediately remove the encroachment and restore City property or right-of-way to the same or better condition as existed prior to the installation of the encroachment. In the event Licensee fails to promptly remove the encroachment and restore the right-of-way within the time required by the notice, City may cause the same to be done at the cost of Licensee and a lien to be placed upon the abutting real property for the cost of removal, to which Licensee agrees.

6. This license terminates upon transfer of Licensee's property interest within thirty (30) days of such transfer unless a new encroachment license has been issued, provided that the obligation to indemnify and insure on behalf of City shall survive and continue to run with the land until the encroachment and all parts thereof have been removed or a new license with adequate insurance and indemnification guarantees are provided to City. This license shall be recordable in the land records of the Greene County recorder's office.

7. Licensee, as a further consideration for the aforesaid license, hereby agrees to defend, indemnify, and save harmless City from any and all claims, demands, causes of action, damages, judgments, costs, attorney's fees, and expenses that City may sustain, incur, or become liable for because of loss, destruction, or damage to property, and because of injury or death to any persons resulting from any act, failure to act, or negligence of Licensee, or its contractors or agents in the installation, erection, construction, repair, maintenance, or removal of the encroachment, or by any reason of any defects in the design or installation of the encroachment, the location of the encroachment or its placement, collapse, failure, or combustion of the encroachment, in whole or in part. Licensee agrees to be responsible for all losses, destruction, or damage to any property of City, including said right-of-way, growing out of the erection, installation, construction, maintenance, repair, or removal of said encroachment, or the failure of Licensee to comply fully with the obligations of Licensee hereunder. Licensee further agrees to reimburse City for any fines, costs, damages, or attorney's fees resulting from the presence of the encroachment on the right-of-way.

8. In no event, shall City be liable to Licensee or any third person for damage or injury to Licensee's facilities and property placed on the right-of-way pursuant to this license or to Licensee's real property if City is required to remove the encroachment. The obligation of Licensee to indemnify City shall survive the termination of the license as to occurrences taking place prior to removal of the encroachment.

9. Additional terms: Licensee shall abide by the terms and conditions of the permit to be issued by the Department of Public Works to construct said encroachment.

10. The obligations of this license shall run with the land identified in ***Exhibit A*** and shall be binding upon Licensee's respective grantees, heirs, personal representatives, successors and assigns, as long as the encroachment shall remain upon City property or right-of-way.

11. Signing this agreement does not grant a right or interest in this license.

12. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to City and Licensee at the addresses shown above or by facsimile transmission to the numbers shown. The date of delivery of any notice by mail shall be the date falling on the second full day after the day of its mailing.

13. This agreement shall contain the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by all parties.

14. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

[Remainder of page intentionally blank.]

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

Approved by:

_____
Traffic Engineer

CITY OF SPRINGFIELD, MISSOURI

By: _____
Director of Public Works or Acting Director

Approved as to Form:

_____
City Attorney or Assistant City Attorney

ACKNOWLEDGMENT OF CITY

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that he is Director/Acting Director of Public Works of the City of Springfield, Missouri, a municipal corporation of the State of Missouri, and that the seal affixed to foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said _____ acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

_____
Notary Public

My Commission expires:

_____

Encroachment Licensee:

By: _____

Name & Title: _____

ACKNOWLEDGMENT of Limited Liability Corporation

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this ____ day of _____, 20__ before me personally appeared _____ to me known, who by me being duly sworn, did state that he/she is _____ of _____, a limited liability company of the State of Missouri, that he/she is authorized to sign the foregoing instrument under the operating agreement of said company and he/she acknowledged executing said instrument as the free act and deed of said company.

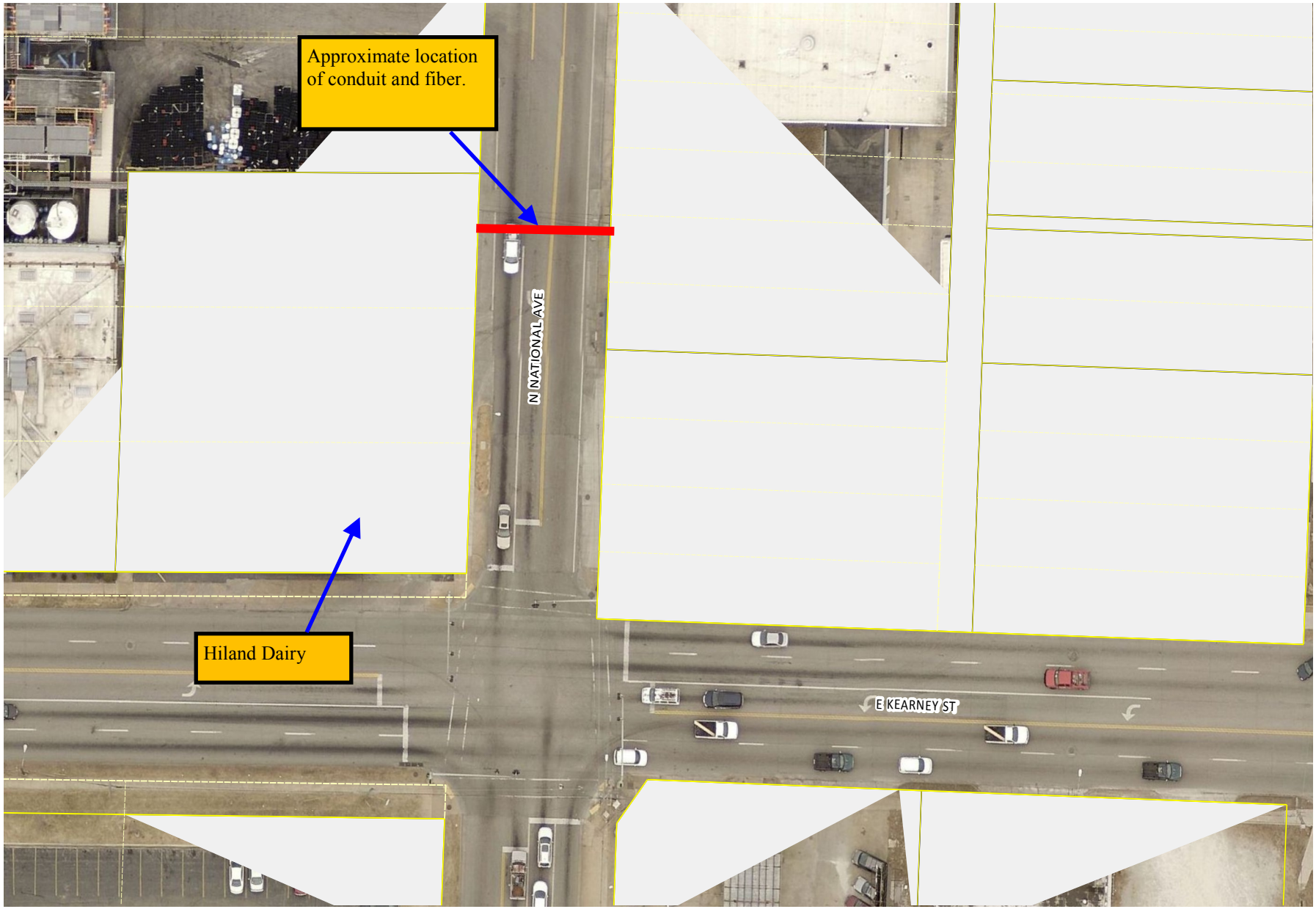
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

_____
Notary Public

_____

My Commission expires:

_____



City of Springfield, Missouri

Exhibit A

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

One-rdg._____
P. Hrngs. _____
Pgs. 5
Filed: 07-23-19

Sponsored by: McClure

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019 - 175 SPECIAL ORDINANCE _____

AN ORDINANCE

ADOPTING and authorizing the Mayor to execute the First Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Anita J. Cotter, setting out the terms and conditions of her employment as City Clerk; and authorizing payment of salary and benefits to Anita J. Cotter in accordance with the provisions set forth therein.

_____

WHEREAS, the City of Springfield, Missouri (the "City") entered into an Employment Agreement ("Agreement") with Anita J. Cotter ("Cotter"), effective December 10, 2018, setting out the terms and conditions of her employment as City Clerk, and City Council pursuant to Article II, Section 2.16(38) of the City Charter exercised its power as enumerated in the City Charter and adopted the Agreement as a final and binding Agreement between the City and Cotter; and

WHEREAS, the City desires to amend the Agreement by and between the City and Cotter as set forth in the First Amendment to the Agreement (the "First Amendment") and authorize payment of salary and benefits to Cotter in accordance with the provisions set forth in the First Amendment.

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

Section 1 – The First Amendment to the Agreement attached hereto and incorporated herein as "Exhibit A" is hereby adopted by City Council as a final and binding First Amendment by and between the City and Cotter for a term and duration as set forth within the terms of the Agreement, as now amended, authorizing the payment of salary and benefits to Cotter in accordance with the provisions set forth therein. The Mayor is hereby authorized to execute the First Amendment to the Agreement.

Section 2 – This Ordinance shall be in full force and effect immediately after its adoption by City Council.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 175

FILED: 07-23-19

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: Adopting and authorizing the Mayor to execute the First Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Anita J. Cotter, setting out the terms and conditions of her employment as City Clerk; and authorizing payment of salary and benefits to Anita J. Cotter in accordance with the provisions set forth therein.

BACKGROUND INFORMATION: City Council appointed Anita Cotter ("Cotter") to serve as City Clerk effective May 17, 2015. The current Employment Agreement is being amended and is attached as "Exhibit A," and sets forth the terms and conditions of employment of Cotter as City Clerk. The Agreement and its First Amendment also authorize the payment of salary and benefits in accordance with the provisions set forth therein. The First Amendment will be effective upon approval by City Council.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Ken McClure, Mayor

Exhibit A

FIRST AMENDMENT TO PARAGRAPH 5 – COMPENSATION OF THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND ANITA J. COTTER

THIS FIRST AMENDMENT to PARAGRAPH 5 of the EMPLOYMENT AGREEMENT between the City of Springfield, Missouri ("the City" or "Employer") and Anita J. Cotter, City Clerk ("Cotter" or "Employee"), dated December 10, 2018 (the "Agreement"), is entered into by and between the City and Cotter as of the date and year first written below (the "First Amendment").

WHEREAS, the City and Cotter are parties to a certain Employment Agreement executed and effective as of December 10, 2018 (the "Agreement"); and

WHEREAS, the City and Cotter wish to amend a certain provision of the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective as of the date approved by City Council, Paragraph 5 – Compensation, of the Agreement, is hereby deleted in its entirety and the following is inserted in its place:

PARAGRAPH 5 – COMPENSATION

> 5. **Compensation.** For all services provided to the City by Employee during Employee's employment hereunder, Employee shall be paid the following compensation: Beginning August 12, 2019, One Hundred Six Thousand Seven Hundred Eight Dollars ($106,708.00) annually, payable in equal installments not less often than biweekly ("Base Compensation"). Thereafter, Employee's annual Base Compensation will be reviewed by City Council in conjunction with the City's fiscal year and Employee's performance shall also be evaluated by City Council, and increases in annual Base Compensation, if any, shall be based on Employee's performance, budgetary guidelines, market comparability, or for other reasons as desired by City Council. In addition, Employee shall receive longevity pay in the annual amount of One Thousand Two Hundred Dollars ($1,200.00) based on years of service. The compensation provided in this paragraph shall be in addition to the benefits and other remunerations that are set forth in this Agreement.

2. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first written below.

_____	_____
Date	Anita J. Cotter
	"Cotter" or "Employee"
	The City of Springfield, Missouri
	By:_____
	Ken McClure, Mayor
	"the City" or "Employer"

One-rdg._____
P. Hrngs. _____
Pgs. 5
Filed: 07-23-19

Sponsored by: McClure

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019 - 176 SPECIAL ORDINANCE_____

AN ORDINANCE

ADOPTING and authorizing the Mayor to execute the First Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Jason A. Gage, setting out the terms and conditions of his employment as City Manager; and authorizing payment of salary and benefits to Jason A. Gage in accordance with the provisions set forth therein.

_____

WHEREAS, pursuant to Article III, Section 3.1 of the City Charter, the Council of the City of Springfield, Missouri (the "City") appointed Jason A. Gage ("Gage") as City Manager for the City effective August 1, 2018; and

WHEREAS, the City and Gage entered into an Employment Agreement ("Agreement") on or about June 1, 2018, setting out the terms and conditions of his employment as City Manager for the City effective August 1, 2018, and City Council pursuant to Article II, Section 2.16(38) of the City Charter exercised its power as enumerated in the City Charter and adopted the Agreement as a final and binding Agreement between the City and Gage; and

WHEREAS, the City desires to amend the Agreement by and between the City and Gage as set forth in the First Amendment to the Agreement (the "First Amendment") and authorize payment of salary and benefits to Gage in accordance with the provisions set forth in the First Amendment.

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

Section 1 – The First Amendment to the Agreement attached hereto and incorporated herein as "Exhibit A" is hereby adopted by City Council as a final and binding First Amendment by and between the City and Gage for a term and duration as set forth within the terms of the Agreement, as now amended, authorizing the payment of salary and benefits to Gage in accordance with the provisions set forth therein. The Mayor is hereby authorized to execute the First Amendment to the Agreement.

Section 2 – This Ordinance shall be in full force and effect immediately after its adoption by City Council.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 176

FILED: 07-23-19

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: Adopting and authorizing the Mayor to execute the First Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Jason A. Gage, setting out the terms and conditions of his employment as City Manager; and authorizing payment of salary and benefits to Jason A. Gage in accordance with the provisions set forth therein.

BACKGROUND INFORMATION: City Council appointed Mr. Jason A. Gage ("Gage") to serve as City Manager effective August 1, 2018. The current Employment Agreement is being amended and is attached as "Exhibit A," and sets forth the terms and conditions of employment of Gage as City Manager. The Agreement and its First Amendment also authorize the payment of salary and benefits in accordance with the provisions set forth therein. The First Amendment will be effective upon approval by City Council.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Ken McClure, Mayor

Exhibit A

FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND JASON A. GAGE

THIS FIRST AMENDMENT to the EMPLOYMENT AGREEMENT between the City of Springfield, Missouri ("the City" or "Employer") and Jason A. Gage, City Manager ("Gage" or "Employee"), dated June 1, 2018 (the "Agreement"), is entered into by and between the City and Gage as of the date and year first written below (the "First Amendment").

WHEREAS, the City and Gage are parties to a certain Employment Agreement dated June 1, 2018, and effective as of August 1, 2018 (the "Agreement"); and

WHEREAS, the City and Gage wish to amend certain provisions of the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective as of the date approved by City Council, Paragraph 5 – Compensation, Paragraph 6(a) – Automobile Allowance, and Paragraph 6(d) – Retirement Benefits of the Agreement are hereby each deleted in their respective entireties and the following paragraphs are inserted in their place:

PARAGRAPH 5 – COMPENSATION

5. **Compensation.** For all services provided to the City by Employee during Employee's employment hereunder, Employee shall be paid the following compensation: Beginning August 12, 2019, Two Hundred Twenty-Eight Thousand Dollars ($228,000.00) annually, payable in equal installments not less often than biweekly ("Base Compensation"). Thereafter, Employee's annual Base Compensation will be reviewed by City Council in conjunction with the City's fiscal year and Employee's performance shall also be evaluated by City Council, and increases in annual Base Compensation, if any, shall be based on Employee's performance, budgetary guidelines, market comparability, or for other reasons as desired by City Council. The compensation provided in this paragraph shall be in addition to the benefits and other remunerations that are set forth in this Agreement.

6. **Fringe and Welfare Benefits.**

(a) **Automobile Allowance.** Throughout Employee's employment under this Agreement, Employee shall receive a car allowance of $430.00 per month ($5,160.00 annually), in accordance with the car allowance available to other similarly

situated unclassified active employees of the City. Employee shall also be eligible for reimbursement for mileage for approved out-of-town travel in accordance with the reimbursement allowed for other similarly situated unclassified active employees of the City. Employee shall also have the option, should Employee travel out-of-town, of using a vehicle owned by the City pursuant to the City's normal processes and practices available to other similarly situated unclassified active employees of the City.

(d) **Retirement Benefits.** The parties agree and understand that the City participates in the Missouri Local Government Employees Retirement System ("LAGERS"). Upon Employee's qualification for participation under LAGERS, Employer agrees to 100% of the required contributions on behalf of Employee with a two percent (2%) defined benefit multiplier. In addition to LAGERS, the parties agree and understand that the City participates in a supplementary Section 457 retirement plan ("457 Plan"). Employer agrees to contribute the maximum allowed by the Internal Revenue Service annually into Employee's 457 Plan account during May of each calendar year. Currently, based on IRS guidelines, the IRS maximum allowable amount is $25,000.00.

2. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first written below.

_____ _____

Date Jason A. Gage

"Gage" or "Employee"

The City of Springfield, Missouri

By:_____

Ken McClure, Mayor

"the City" or "Employer"