



Agenda City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers

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

General Councilmembers

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

Upcoming Council Meeting Agenda August 26, 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.** August 12, 2019 City Council Meeting And August 20, 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. **Council Bill 2019-194. (City Council)**

A resolution recognizing the Springfield Lasers for winning the 2019 World TeamTennis Championship.

Documents:

[2019-194.PDF](#)

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

7. SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.

8. 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](#)

9. 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](#)

10. 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](#)

11. 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](#)

12. 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](#)

13. **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](#)

14. **RESOLUTIONS. Citizens May Speak. May Be Voted On. Except Item No. 15. Council Bill 2019-180 Was Tabled At The August 12, 2019 City Council Meeting. Citizens Have Spoken. May Be Voted On. Council Bill 2019-203 Is Being Added As A Possible Addition To The City Council Agenda; However, A Determination Of Whether It Will Be Added Will Be Made By City Council At The Meeting.**

15. **Council Bill 2019-180. (Simpson) Tabled At The August 12, 2019 City Council Meeting. Citizens Have Spoken. May Be Voted On.**

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](#)

16. **Council Bill 2019-195. (McGull)**

A resolution designating the J.H. Hinerman Home, located at 1051 South Pickwick Avenue, as a Historic Site on the Springfield Historic Register.

Documents:

[2019-195.PDF](#)

17. **Possible Addition To City Council Agenda; However, A Determination Of Whether It Will Be Added Will Be Made By City Council At The Meeting.**

Council Bill 2018-203. (Schilling)

A resolution directing the City of Springfield, Missouri, to withdraw as a member of the Missouri Clean Energy District created pursuant to the "Property Assessment Clean Energy Act;" and directing the City Clerk to send a certified copy of this Resolution to the Board of Missouri Clean Energy District.

Documents:

[2019-203.PDF](#)

18. **EMERGENCY BILLS. Citizens May Speak. Be Voted On.**

19. **Council Bill 2019-196. (Hosmer)**

A special ordinance amending Special Ordinance 27186 and Special Ordinance 27187, for the purpose of reflecting the final assessed valuation of real and personal property; levying a tax on said real and personal property for current expenses and debt retirement of the City of

Springfield, Missouri, and its boards and agencies for Fiscal Year 2019-2020; and declaring an emergency.

Documents:

[2019-196.PDF](#)

20. **PUBLIC IMPROVEMENTS.**

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

22. **Council Bill 2019-197. (Fisk)**

A special ordinance authorizing the City Manager, or his designee, to execute a First Supplemental Agreement to the Airport Aid Agreement 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 of \$885,896, to pay for Phase Two of the General Aviation Apron Reconstruction at Springfield-Branson National Airport; amending the budget of the Airport Board in the amount of \$984,330, which includes matching funds of \$98,434, from the Airport Board; and declaring that this bill qualifies for approval in one reading.

Documents:

[2019-197.PDF](#)

23. **AMENDED BILLS.**

24. **COUNCIL BILLS FOR PUBLIC HEARING.**

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

26. **Council Bill 2019-198. (Ferguson)**

A special ordinance approving the plans and specifications for the Division Street and Commercial Street Intersection Improvement Project; accepting the bid of A.T. Urban Development, Inc., in the amount of \$212,891.00, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

[2019-198.PDF](#)

27. **Council Bill 2019-199. (Ferguson)**

A general ordinance amending the Fee Schedule for certain municipal services as provided in the Springfield City Code, Chapter 2 'Administration,' Article VI 'Finances,' Division 3 'Charges for Various Municipal Services,' Section 2-425, 'Fees for city services; license and inspection fees' by amending the fee schedule for the Department of Building Development Services, in order to eliminate the double fee charged for building or wrecking permits required by dangerous building proceedings.

Documents:

[2019-199.PDF](#)

28. **PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.**

Ms. April McKnight wishes to address City Council.

Ms. Catherine Nachigal wishes to address City Council.

Mr. Danny Lee Henderson wishes to address City Council.

Ms. Jean Knapp wishes to address City Council.

Ms. Jan Kiser wishes to address City Council.

29. **NEW BUSINESS.**

30. **UNFINISHED BUSINESS.**

31. **MISCELLANEOUS.**

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

33. **Council Bill 2019-200. (Lear)**

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with Missouri Network Alliance, LLC, d/b/a Bluebird Network for the purpose of sharing existing and future underground conduits at various locations in City rights-of-way to expand the City's traffic management fiber-optic communications network.

Documents:

[2019-200.PDF](#)

34. **Council Bill 2019-201. (Ollis)**

A special ordinance authorizing the City Manager, or his designee, to enter into a supplemental agreement in the amount of \$40,097.53, with Missouri Highways and Transportation Commission and TransCore, LP, for additional development, implementation and maintenance of the Advanced Traffic Management System software and hardware to be operated by the Missouri Department of Transportation and the City of Springfield at the Transportation Management Center of the Ozarks, for traffic management and traveler information services throughout the regional roadway network.

Documents:

[2019-201.PDF](#)

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

36. **Council Bill 2019-202. (McClure)**

A resolution approving the Mayor's appointment of six members to the Tax Increment Financing Advisory Commission and acknowledging the appointments made by other taxing jurisdictions.

Documents:

[2019-202.PDF](#)

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

38. **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](#)

39. **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](#)

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. X
P. Hrngs.
Pgs. 3
Filed: 08-07-18

Sponsored by: City Council

COUNCIL BILL 2019- 194 RESOLUTION

A RESOLUTION

1 RECOGNIZING the Springfield Lasers for winning the 2019 World TeamTennis
2 Championship.
3
4

5 WHEREAS, the Springfield Lasers professional tennis team ("Lasers") was
6 established in 1996 as part of the World TeamTennis presented by Geico League
7 ("WTT"), after Springfield businessman and Park's benefactor, the late Mr. Harry
8 Cooper, purchased the franchise and gifted it to the Springfield-Greene County Park
9 Board ("Park Board"); and
10

11 WHEREAS, the John Cooper family has continued the Cooper family's legacy of
12 support of the Springfield Lasers franchise throughout the years as well as their direct
13 financial support of the Cooper Tennis Complex, most notably with the recent
14 renovations to the original Indoor Courts 1-6; and
15

16 WHEREAS, the 2019 Lasers' player roster included: Miomir Kecmanovic, Abi
17 Spears, John-Julien Roger, Enrique Lopez-Perez, Anna Blinkova, Olga Govortsova,
18 Robert Lindstedt, and Evan Song; and
19

20 WHEREAS, the Lasers have been led this season by three-time WTT Coach of
21 the year, John-Laffnie "JL" de Jager, and for the past thirteen seasons; and
22

23 WHEREAS, the Lasers traveled to Las Vegas Sunday, August 2-3, 2019, where:
24 they defeated the San Diego Aviators 21-19 in the Playoffs Semifinals; they defeated
25 the New York Empire 20-19 in the 2019 WTT Championship Match; and Springfield Laser
26 Robert Lindstedt was named WTT Championship MVP.
27

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

31 Section 1 – City Council hereby recognizes and honors the Springfield-Greene
32 County Park Board's Springfield Lasers for winning the 2019 World TeamTennis
33 Championship and bringing home the prestigious King Cup Trophy for two consecutive
34 years, with hopefully many more return visits to come.
35

36 Section 2 – This Resolution shall be effective immediately upon passage.

37
38 Passed at meeting: _____

39
40 _____
41 Mayor

42
43 Attest: _____, City Clerk

44
45 Filed as Resolution _____

46
47 Approved as to form: Rhonda Lewaden, City Attorney

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

EXPLANATION TO COUNCIL BILL 2019-194

FILED: 08-07-18

ORIGINATING DEPARTMENT: Parks

PURPOSE: Recognizing the Springfield Lasers for winning the 2019 World TeamTennis Championship.

BACKGROUND INFORMATION: Springfield Lasers professional tennis team ("Lasers") was established in 1996 as part of the World TeamTennis presented by Geico League ("WTT"), after the franchise was purchased by the late Springfield businessman, philanthropist and Park's benefactor, Mr. Harry Cooper, and gifted to the Springfield-Greene County Park Board ("Park Board").

The John Cooper family has continued the Cooper family's legacy of support of the Springfield Lasers franchise throughout the years as well as their direct financial support of the Cooper Tennis Complex, most notably with the recent renovations to the original Indoor Courts 1-6.

The 2019 Lasers' player roster included: Miomir Kecmanovic, Abi Spears, John-Julien Roger, Enrique Lopez-Perez, Anna Blinkova, Olga Govortsova, Robert Lindstedt, and Evan Song.

The Lasers have been led this season by three-time WTT Coach of the year, John-Laffnie "JL" de Jager, and for the past thirteen seasons. The Lasers traveled to Las Vegas Sunday, August 2-3, 2019 where: they defeated the San Diego Aviators 21-19 in the Playoffs Semifinals; they defeated the New York Empire 20-19 in the 2019 WTT Championship Match; and Springfield Laser Robert Lindstedt was named WTT Championship MVP.

REMARKS: Staff recommends approval.

Submitted and Recommended by:



Bob Belote, Director of Parks

Approved by:



Jason Gage, City Manager

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:

- 33 a. Any sanitary sewer or utility services shall be relocated or preserved with
34 replacement easements. If relocation is necessary, then utilities are to be
35 relocated at the developer's expense.
36
37 b. The Final Plat of the Ridge at Ward Branch and The Library Center are approved
38 and recorded. This cannot be final platted until public improvements have been
39 constructed or escrowed.
40
41 c. A certificate of decision is recorded along with the aforementioned final plat(s)
42 and any replacement easements.
43

44 Section 3 – Upon the Director of Planning and Development certifying in writing
45 to the City Clerk that the conditions contained in this Ordinance have been met, this
46 Ordinance shall be in full force and effect. City Council finds that the conditions
47 contained in this Ordinance are an integral part of the decision to vacate the public right-
48 of-way subject to this vacation request. If for any reason any section of this Ordinance is
49 found to be null and void, the whole Ordinance shall be considered null and void and
50 the vacation ineffective.
51

52 Passed at meeting: _____
53

54 _____
55 Mayor
56

57
58 Attest: _____, City Clerk
59

60
61 Filed as Ordinance: _____
62

63
64 Approved as to form: A. Charles T. Widen, Assistant City Attorney
65

66
67 Approved for Council action: Juan A. Hays, 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.

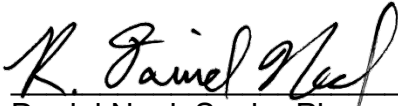
This vacation shall not become effective until the following conditions are met:

- 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.

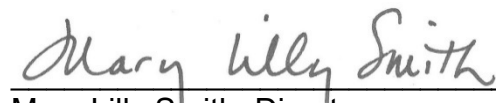
- c. A certificate of decision is recorded along with the aforementioned final plat(s) and any replacement easements.

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.

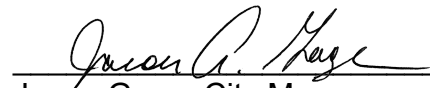
Submitted by:


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 (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) 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 (E $\frac{1}{4}$) of said Section 14; thence N88°48'38"W (S89°10'19"W Deed), along the North line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 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 (S $\frac{1}{2}$) of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; 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

A handwritten signature in black ink, appearing to read "Bob Hosmer", is enclosed in a rectangular box. Below the box is a horizontal line.

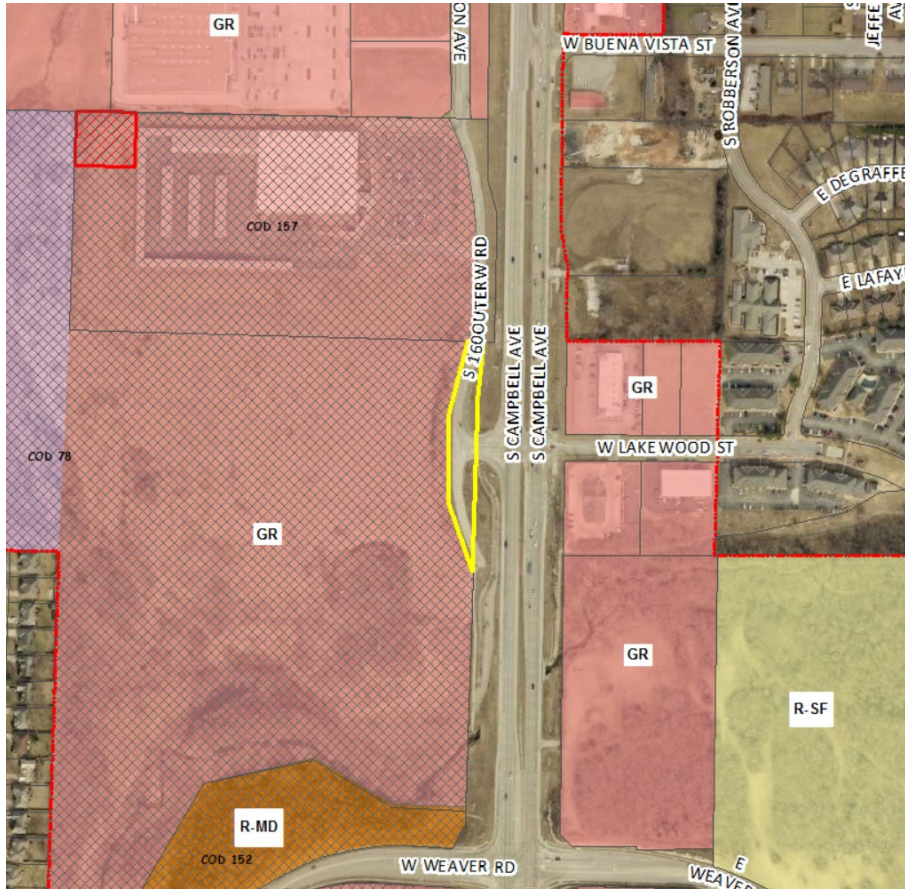
Bob Hosmer, AICP
Principal Planner

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

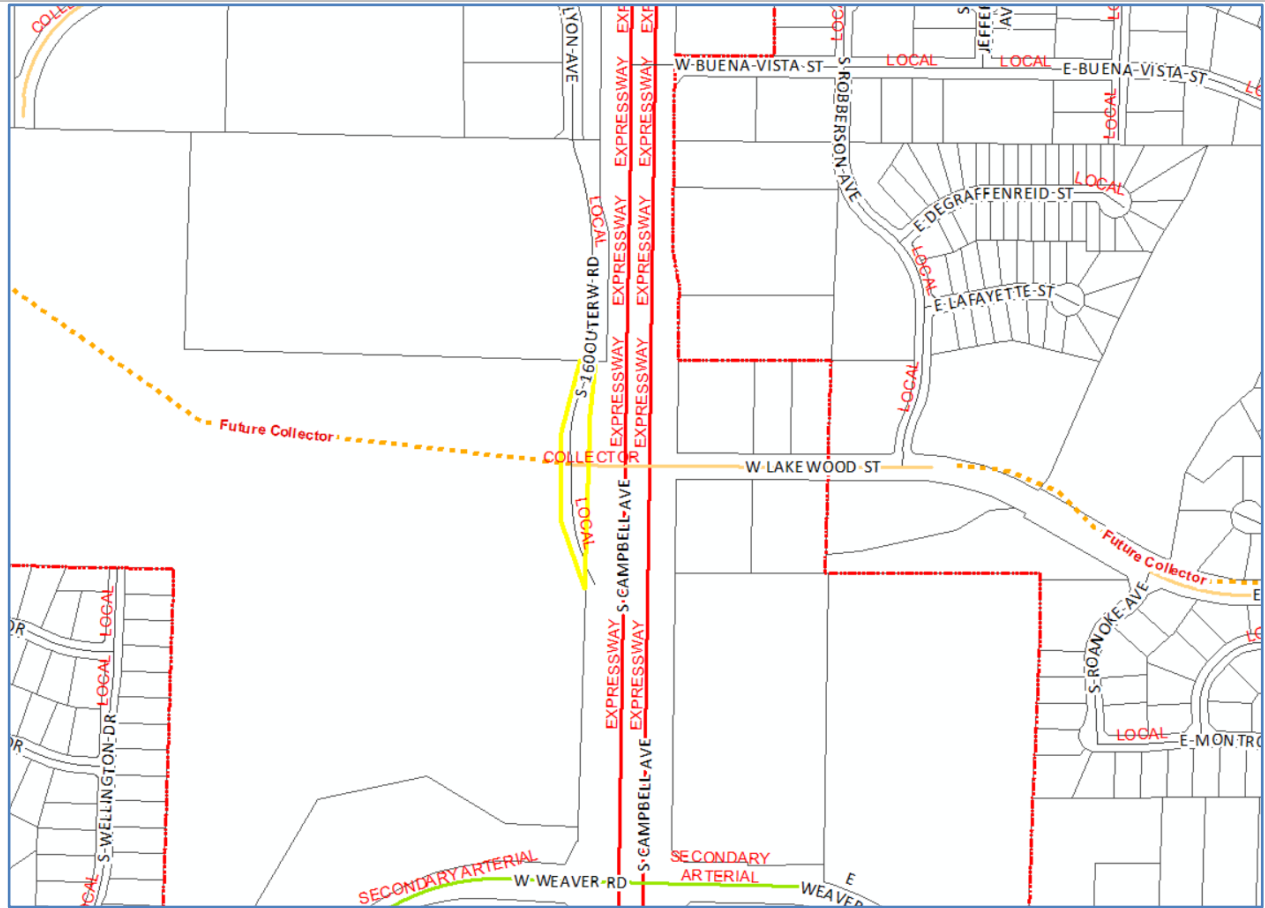
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



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 Dischinger	702 W. Farm Rd 178 Spg	417 889 0747
Allena Hemphill	5117 S. Campbell	417-849-2368
Gregory Welch	4950 S. Wellington Dr.	417-818-1300
Karen Danell	4878 S. Wellington Dr.	417-569-8877
JP : Kamille Burke	4066 S Wellington Dr	940.765.8232

olsson

Neighborhood Meeting

Rezoning + ROW Vacation

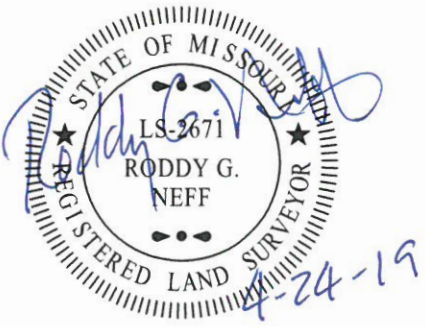
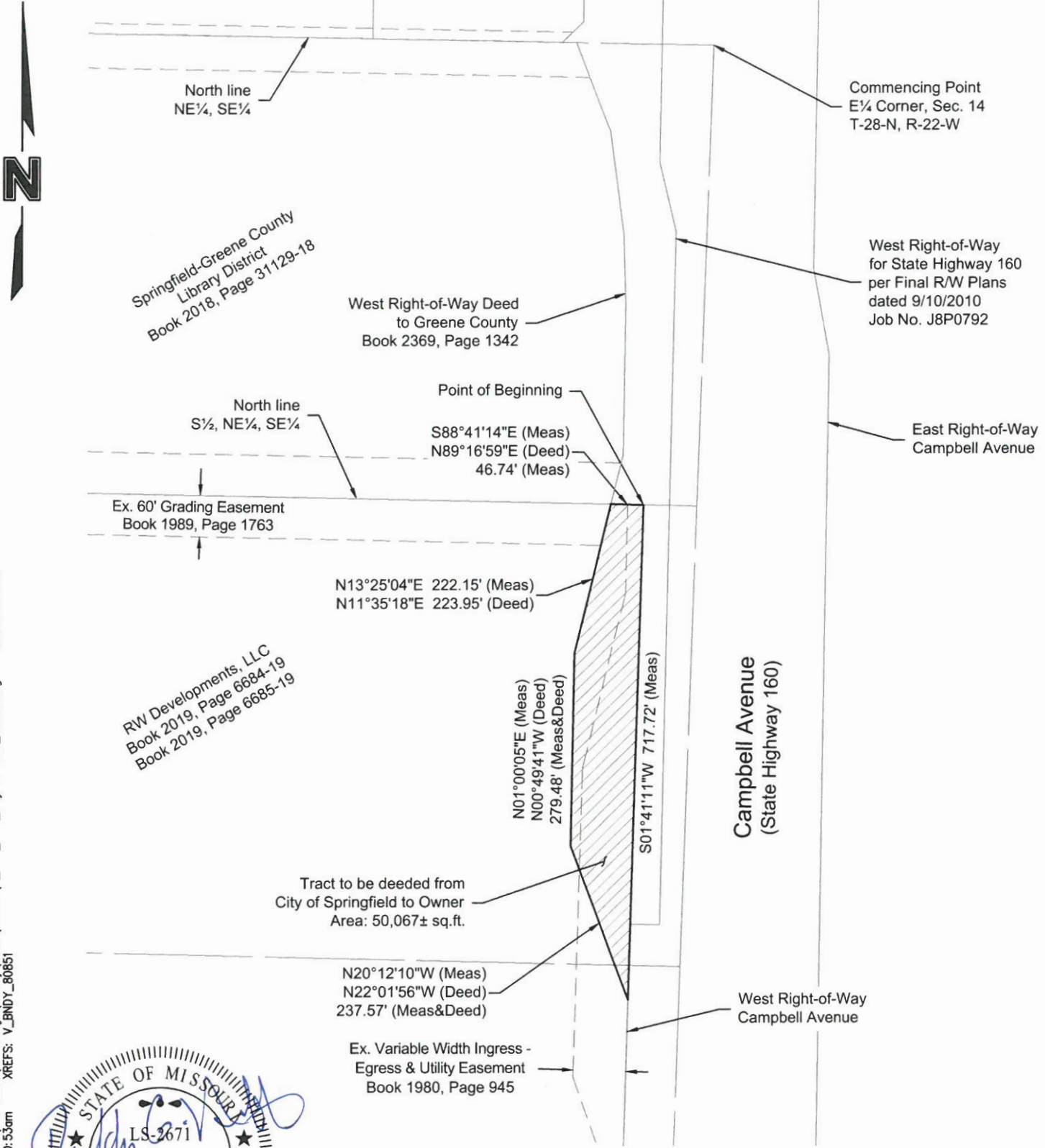
May 15, 2019

4:00 p.m. – 6:30 p.m.

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

olsson

DWG: F:\2018\0501-1000\018-0851\40-Design\Survey\SRV\Sheets\V_ESM_ROW_City to Ward_80851.dwg
DATE: Apr 24, 2019 10:53am
XREFS: V_BNDY_80851
USER: camold



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, 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

1 AUTHORIZING the issuance of Conditional Use Permit No. 437 for the purpose of
2 allowing an electronic message center sign in the R-SF, Residential
3 Single-Family District, generally located at 1551 East Portland Street.
4 _____
5

6 WHEREAS, pursuant to Section 36-363 of the Land Development Code of the
7 City of Springfield, Missouri, City Council may grant permits for certain types of uses in
8 certain zoning districts; and
9

10 WHEREAS, an application for a Conditional Use Permit to allow an electronic
11 message center sign in a R-SF, Residential Single-Family District has been received;
12 and
13

14 WHEREAS, the Planning and Zoning Commission held a properly noticed public
15 hearing, and the Commission found that the necessary conditions existed for issuance
16 of a Conditional Use Permit; and
17

18 WHEREAS, City Council finds that sufficient evidence has been presented to
19 satisfy the applicable standards contained in City Code for issuance of a Conditional
20 Use Permit; and
21

22 WHEREAS, the granting of such permit is deemed proper and beneficial to the
23 welfare of the City of Springfield, Missouri.
24

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

28 Section 1 – A Conditional Use Permit, generally referred to as Conditional Use
29 Permit No. 437, is hereby granted in accordance with the provisions of Section 36-363
30 of the Land Development Code for the property described on “Exhibit B,” which is
31 attached hereto and incorporated herein by this reference, and generally located at
32 1551 East Portland Street. Said Conditional Use Permit is issued so as to allow an

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

35
36 Section 2 – Building permits and certificates of occupancy may be issued by the
37 City consistent with the regulations and standards described in "Exhibit A," which is
38 attached hereto and incorporated herein by this reference, which shall govern and
39 control the use and development of the land described in "Exhibit B."

40
41 Section 3 – Any violation of the requirements of this Ordinance shall be grounds
42 for the revocation of Conditional Use Permit No. 436.

43
44 Section 4 – This Ordinance shall be in full force and effect from and after
45 passage only so long as the Property and any improvements thereon conform to the
46 conditions and requirements described in this Ordinance.

47
48 Passed at meeting: _____

49
50 _____
51 Mayor

52
53 Attest: _____, City Clerk

54
55 Filed as Ordinance: _____

56
57 Approved as to form: Ashalee T. Widen, Assistant City Attorney

58
59 Approved for Council action: Juan A. Hays, City Manager
60
61

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.

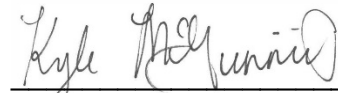
The Planning and Zoning Commission held a public hearing on July 11, 2019, and recommended approval, by a vote of 6 to 1, of the proposed conditional use permit on

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.

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

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.

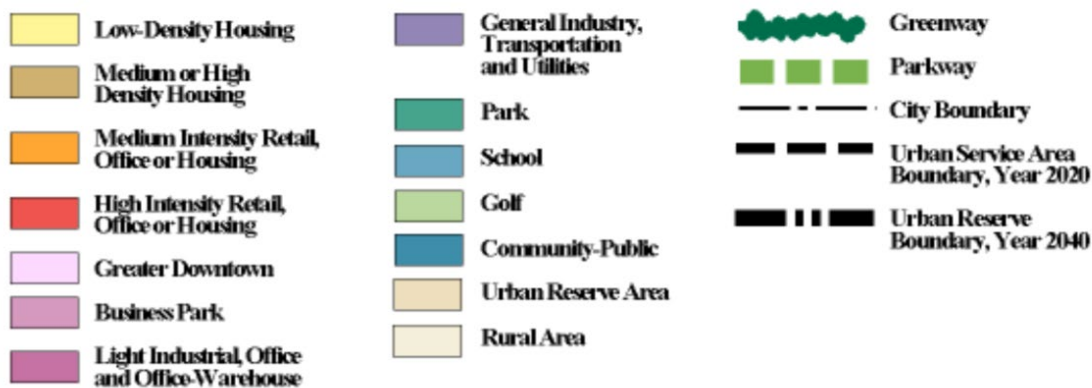
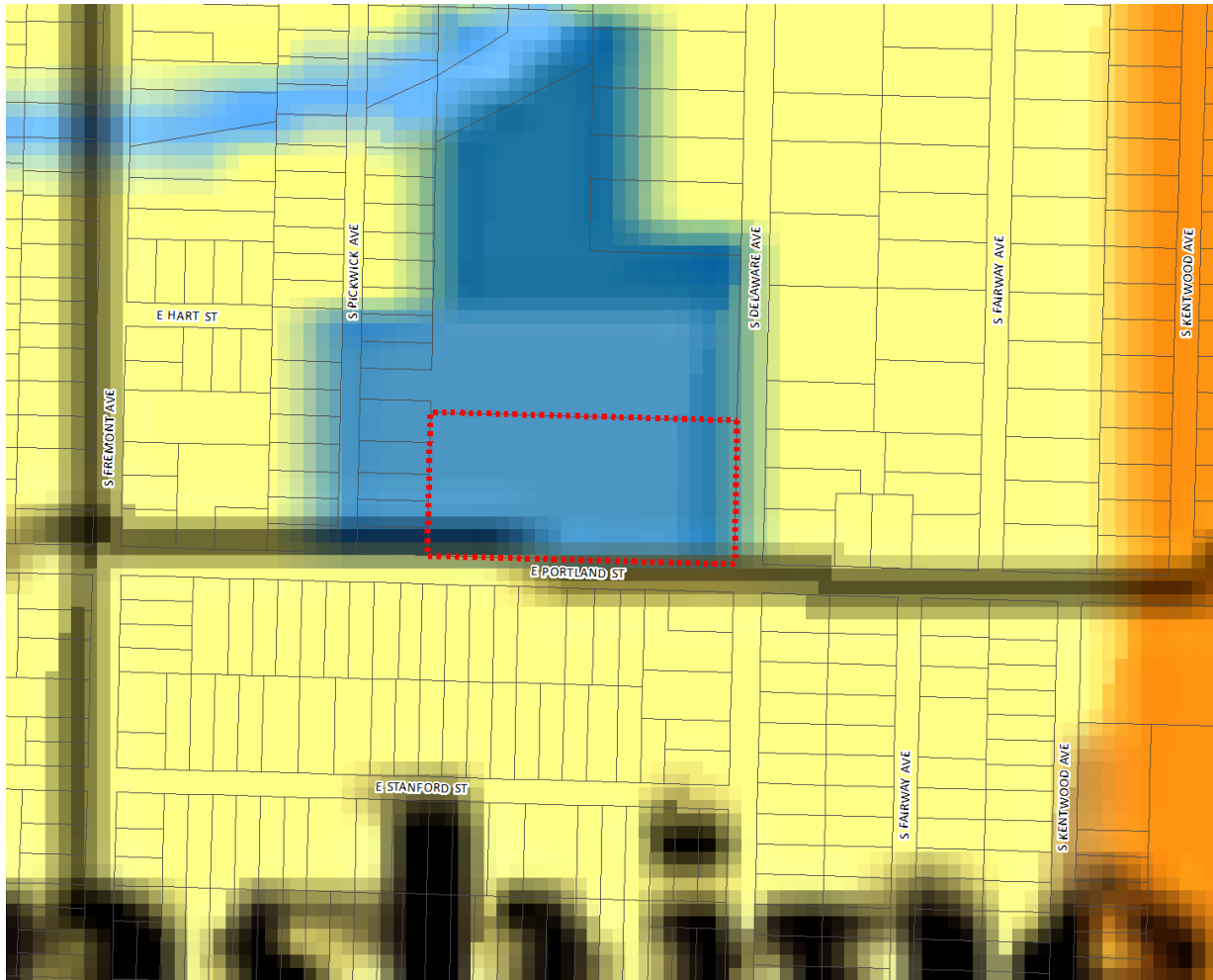
SURROUNDING ZONING AND LAND USES:

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

CITY OF
Springfield

Development Review Staff Report

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.)

Development Review Staff Report



- 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

Development Review Staff Report



	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 every one (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.

Development Review Staff Report



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

Development Review Staff Report



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.

Development Review Staff Report



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

Development Review Staff Report



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 be 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

Development Review Staff Report



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.

Development Review Staff Report



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.

Development Review Staff Report



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

Development Review Staff Report



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

1. RICHARD POGNE (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. Pogne
Signature of person completing affidavit

RICHARD K. POGNE
Printed name of person completing affidavit

CITY OF
Springfield

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

Page 24 of 27

ATTACHMENT 5 SIGN LOCATION



Development Review Staff Report

ATTACHMENT 6
EXISTING AND PROPOSED SIGNS



CITY OF
Springfield

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

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 0.17 acres of property,
3 generally located at 613, 615, and 617 West Division Street, from R-SF,
4 Single-Family Residential District to LB, Limited Business District; and
5 adopting an updated Official Zoning Map. (Staff and Planning and Zoning
6 Commission both recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the properties
10 generally located at 613, 615, and 617 West Division Street, and more fully described in
11 "Exhibit A," from R-SF, Single-Family Residential District to LB, Limited Business
12 District; and
13

14 WHEREAS, following proper notice, a public hearing was held before the
15 Planning and Zoning Commission on July 11, 2019, a copy of the Record of
16 Proceedings from said public hearing being attached hereto and incorporated herein by
17 this reference as "Exhibit B," and said Commission made its recommendation; and
18

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

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

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

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

34 amended, changed and modified consistent with this Ordinance.

35
36 Section 2 – City Council hereby directs the City Manager, or his designee, to
37 update the City's digital zoning map to reflect this rezoning, and City Council adopts the
38 map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided
39 for in the Springfield Land Development Code, Section 36-306, 'Official zoning maps
40 and rules of interpretation.'

41
42 Section 3 – The Official Zoning Map herein adopted shall be maintained and
43 archived in the same digital form in which this Council has approved its adoption.

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

47
48 Passed at meeting: _____

49
50 _____
51 Mayor

52
53 Attest: _____, City Clerk

54
55 Filed as Ordinance: _____

56
57 Approved as to form: Achale T. Weller, Assistant City Attorney

58
59
60 Approved for Council action: Jason A. Hays, City Manager
61

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).

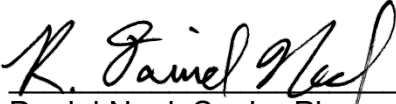
FINDINGS FOR STAFF RECOMMENDATION:

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.

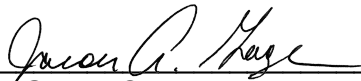
Submitted by:


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:

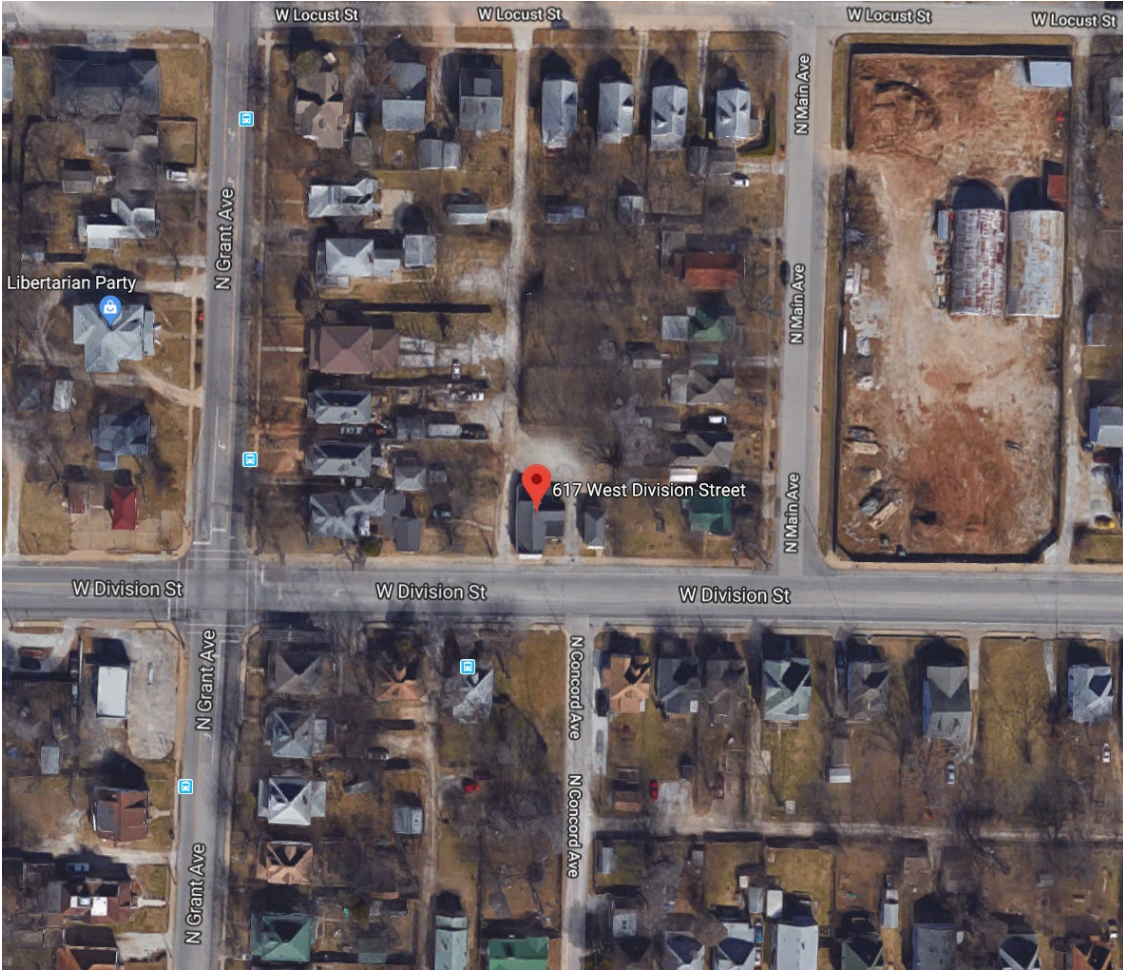
1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing land uses, however, this property is located along Division Street which is classified as a primary arterial on the Major Thoroughfare Plan. The beauty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

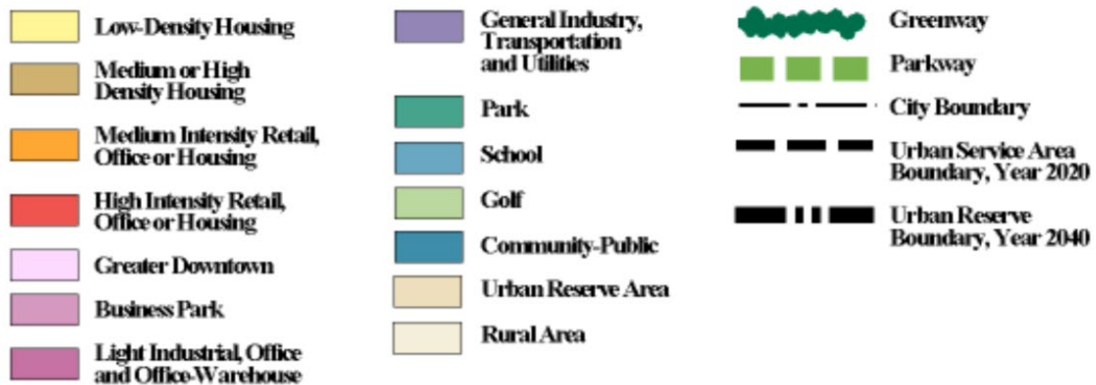
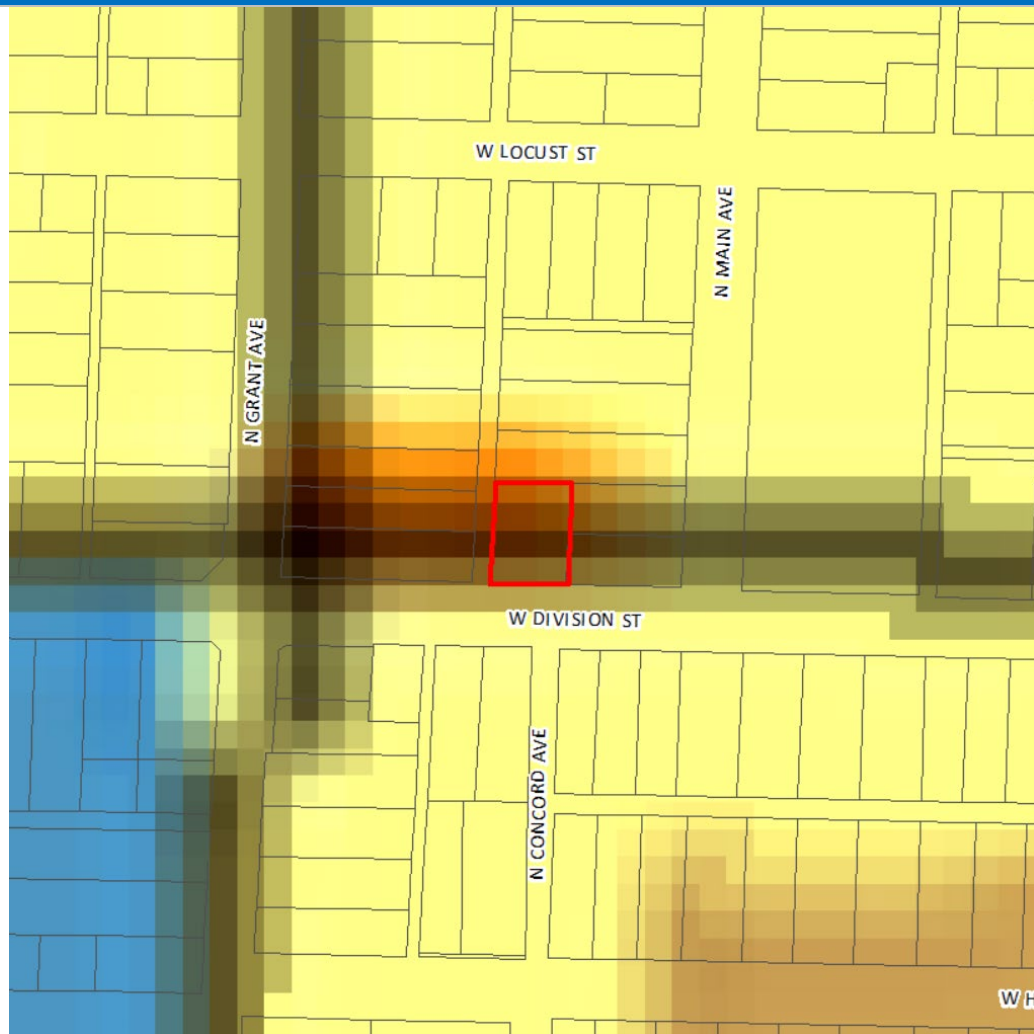
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



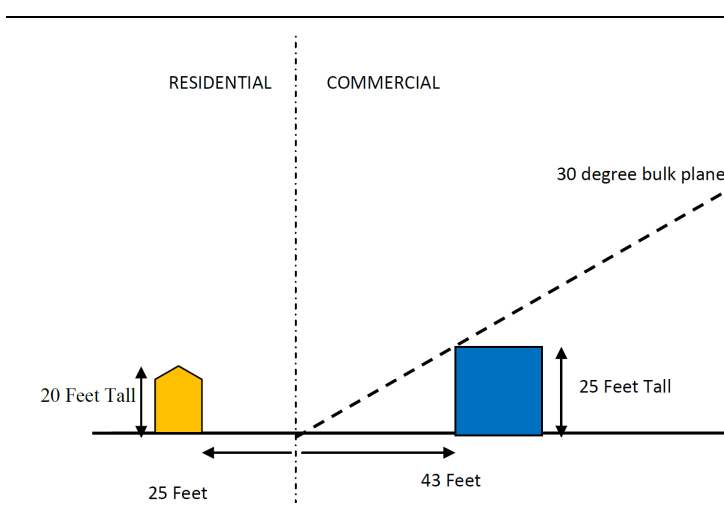
PROPERTY HISTORY:

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:

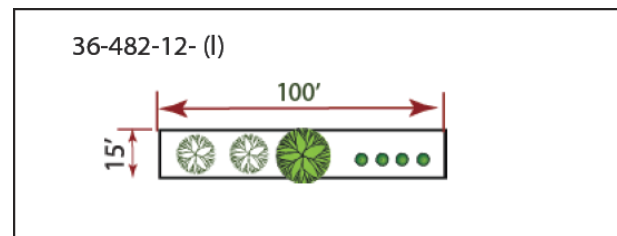
CODE ITEM	REQUIREMENTS FOR LB
Use Limitations	(a) All activities and permitted uses except off-street parking and loading facilities, drive-thru facilities and day care activities shall be conducted entirely within a completely enclosed building. (b) No individual store, personal service establishment 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 to Commercial
(existing zoning) (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, est. apt. + tattoo parlor, which she was against! But that the sale fell through, because realtor called City AND found out it was listed Residential! If it was a Beauty Shop it could be grandfathered in, which she was ok 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

Hai League / Hovey

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

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 25.3 acres of properties
3 generally located at the 2200 Block of North Golden Avenue and the 3200
4 Block of West Turner Street, from LI, Light Industrial District to HM, Heavy
5 Manufacturing District, subject to certain conditions; and adopting an
6 updated Official Zoning Map.
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the properties
10 generally located at the 2200 Block of North Golden Avenue and the 3200 Block of
11 West Turner Street, and more fully described in "Exhibit A," from LI, Light Industrial
12 District to HM, Heavy Manufacturing District; and
13

14 WHEREAS, following proper notice, a public hearing was held before the
15 Planning and Zoning Commission on July 11, 2019, a copy of the Record of
16 Proceedings from said public hearing being attached hereto and incorporated herein by
17 this reference as "Exhibit B," and said Commission made its recommendation; and
18

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

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

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

29 Section 1 – The properties described in "Exhibit A," which is attached hereto and
30 incorporated herein by this reference, are hereby rezoned from LI, Light Industrial
31 District, or such zoning districts as are designated on the official zoning map adopted by
32 City Council, to HM, Heavy Manufacturing District upon the satisfaction of the conditions
33 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.

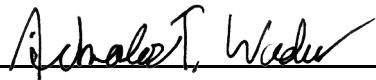
Passed at meeting: _____

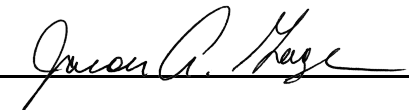
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019 -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.

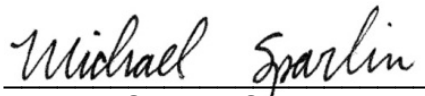
CONDITIONS:

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, 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-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 STAMPED '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.

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

Bob Hosmer, AICP
Principal Planner

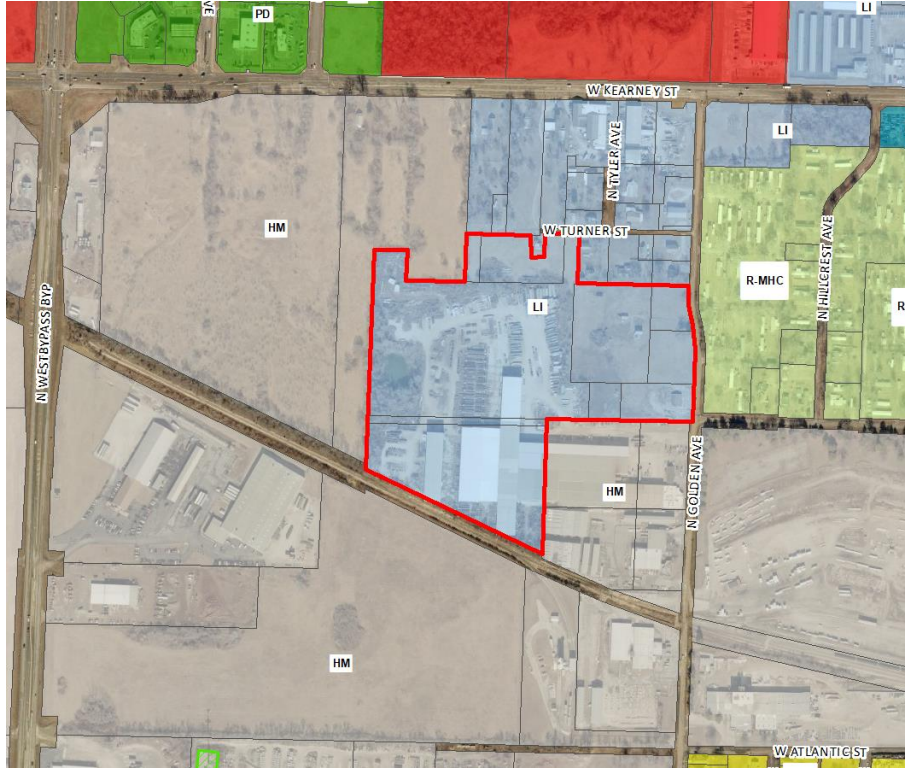
Exhibit C

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

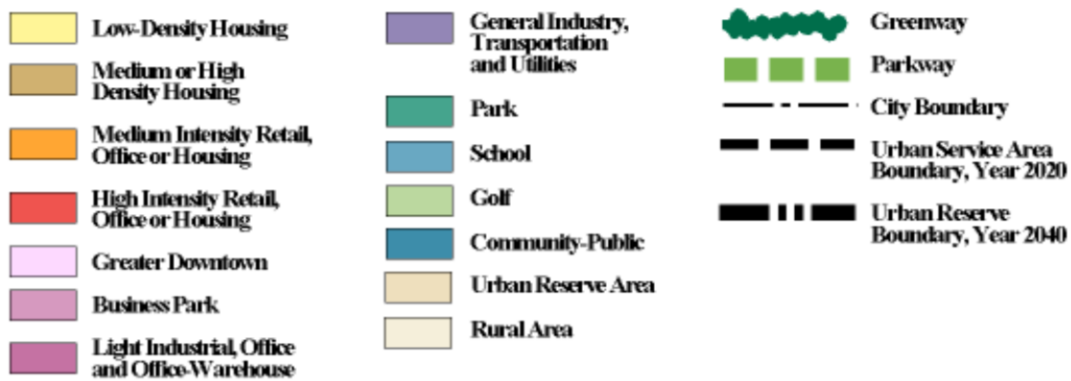
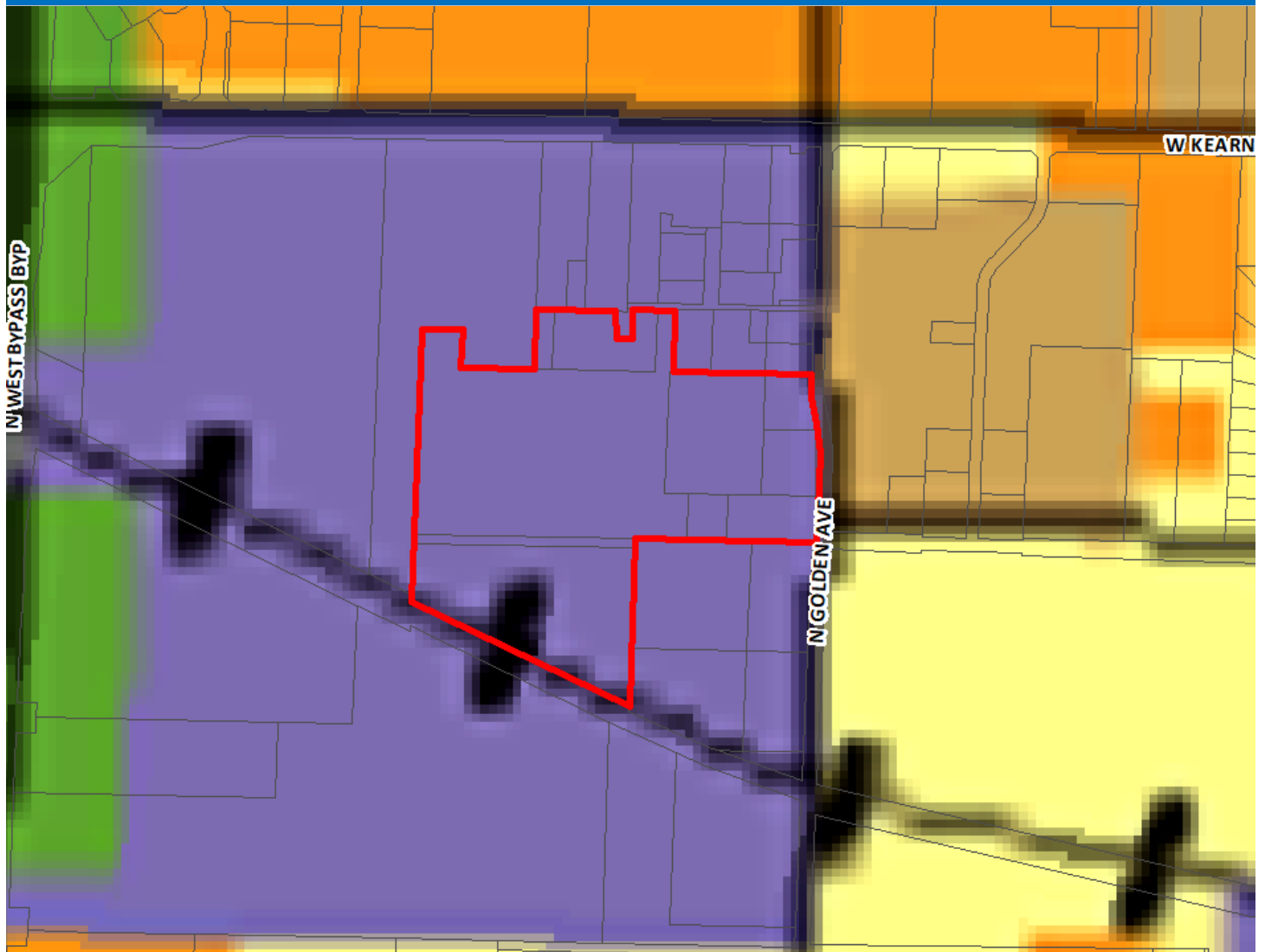
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



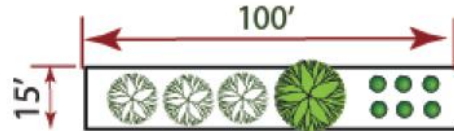
GROWTH MANAGEMENT AND LAND USE PLAN:



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, Owner

-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 pursuing 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

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 18.02 acres of property,
3 generally located at 1024 North West By-Pass, from R-SF, Single Family
4 Residential District and GM, General Manufacturing District to HM, Heavy
5 Manufacturing District; establishing Conditional Overlay District No. 174;
6 and adopting an updated Official Zoning Map. (Staff and Planning and
7 Zoning Commission both recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 1024 North West By-Pass, and more fully described in "Exhibit B,"
12 from R-SF, Single Family Residential District and GM, General Manufacturing District to
13 HM, Heavy Manufacturing District, and establishing Conditional Overlay District No.
14 174, which is attached hereto as "Exhibit A;" and
15

16 WHEREAS, Conditional Overlay District No. 174 shall modify the requirements of
17 the Springfield Land Development Code Section 36-433, Heavy Manufacturing District,
18 by requiring that the property described in "Exhibit B" comply with the requirements
19 described in "Exhibit A;" and
20

21 WHEREAS, following proper notice, a public hearing was held before the
22 Planning and Zoning Commission on July 11, 2019, a copy of the Record of
23 Proceedings from said public hearing being attached hereto as "Exhibit C," and said
24 Commission made its recommendation; and
25

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

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

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

35
36 Section 1 – The property described in "Exhibit B," which is attached hereto and
37 incorporated herein by this reference, is hereby rezoned from R-SF, Single Family
38 Residential District and GM, General Manufacturing District, or such zoning districts as
39 are designated on the official zoning map adopted by City Council, to HM, Heavy
40 Manufacturing District. City Council hereby establishes Conditional Overlay District No.
41 174 and the requirements of said Conditional Overlay District, which are described in
42 "Exhibit A" and are hereby incorporated by this reference as if set out verbatim herein,
43 shall apply to the subject property. Springfield Land Development Code, Section 36-
44 306, 'Official zoning map and rules for interpretation,' is hereby amended, changed and
45 modified consistent with this Ordinance.

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

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

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

58
59 Passed at meeting: _____

60
61 _____
62 Mayor

63
64 Attest: _____, City Clerk

65
66 Filed as Ordinance: _____

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

69
70
71 Approved for Council action: *Jason G. Hage*, City Manager
72

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 PLAT 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.

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

Bob Hosmer, AICP
Principal Planner

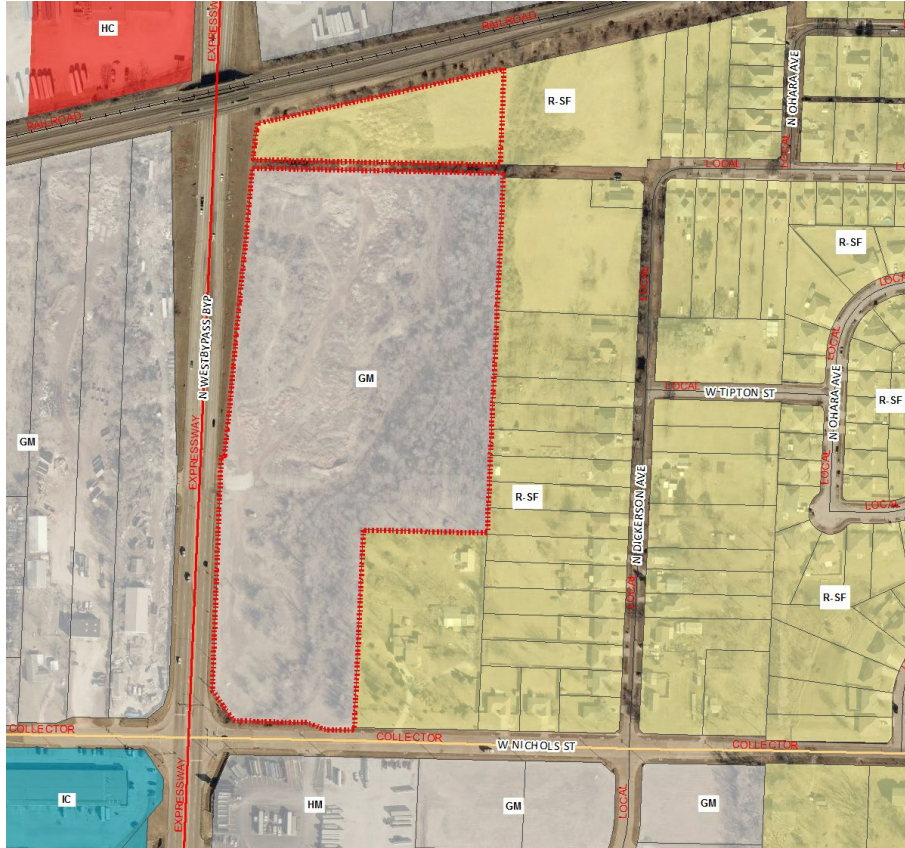
Exhibit D

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

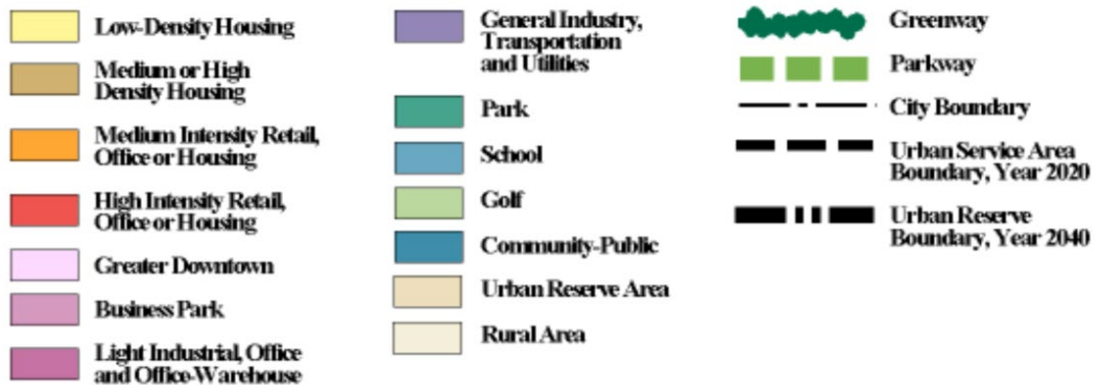
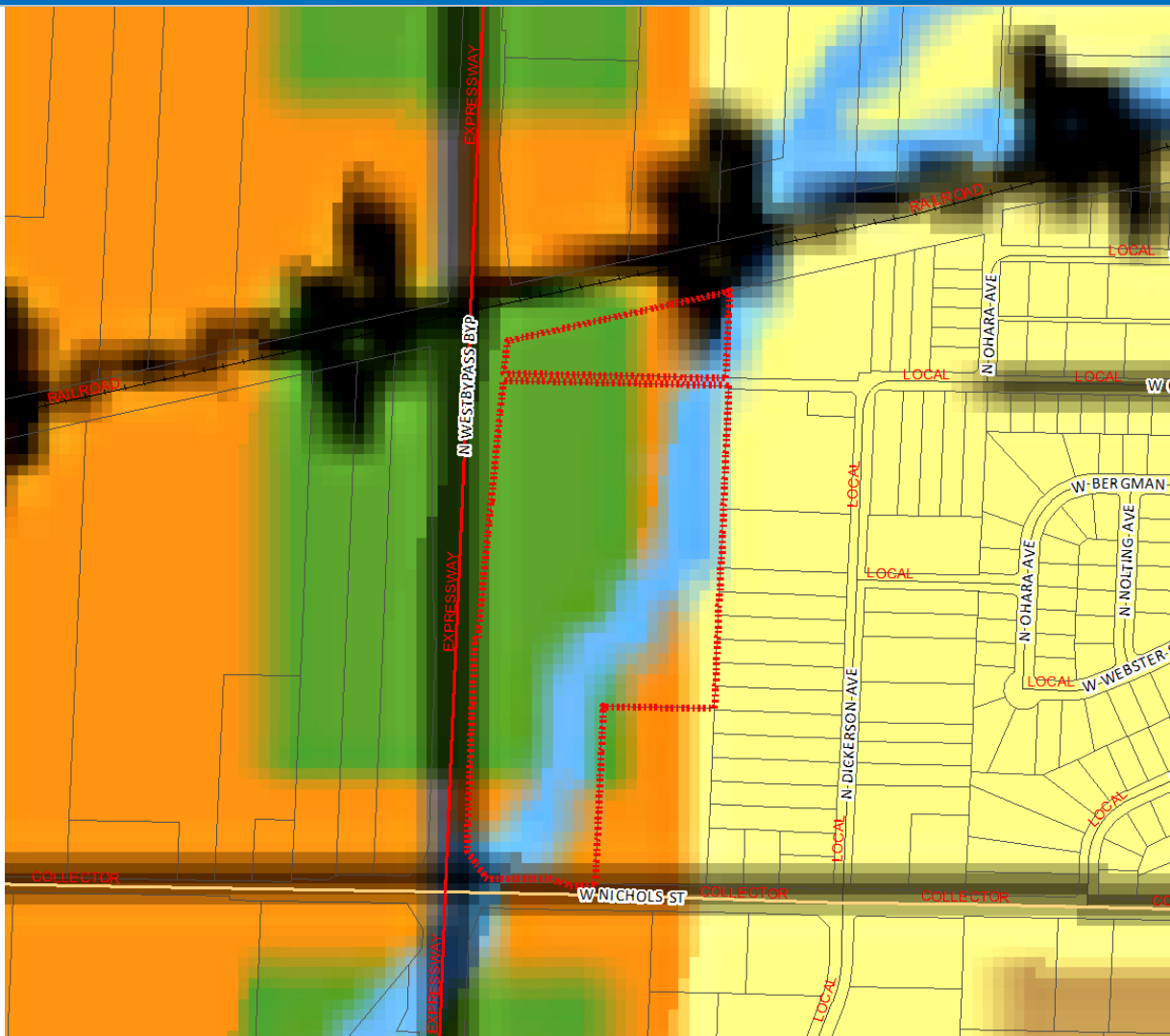
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



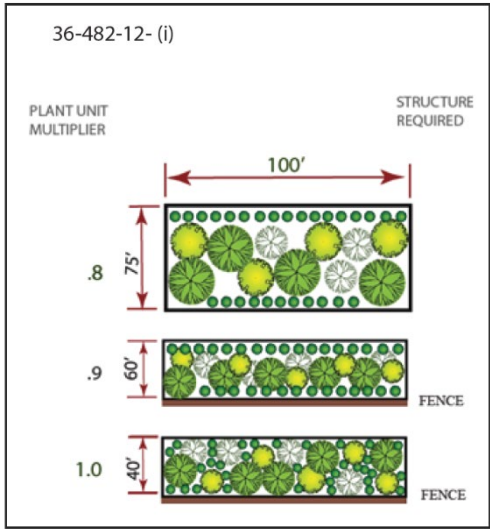
GROWTH MANAGEMENT AND LAND USE PLAN:



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.  36-482-12- (i) PLANT UNIT MULTIPLIER STRUCTURE REQUIRED 100' 75' 60' 40' FENCE

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 Skipton	2435 W. Nichols		
2	Denise Cunningham	3304 W. Calhoun		
3	Kenny Cunningham	3320 W. Calhoun		
4	Buehle	3314 W. Calhoun		
5	Bob Hopkins	3304 W. Denson		
6	Priscilla J. Oak	3320 W. Calhoun		
7	Mortimer	3320 W. Calhoun		
8	Robert Light	3304 W. Nichols		
9	T + F Combs	1025 N. Dickson		pepperjack567@gmail.com
10	JONATHAN STANIS	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:

steveoffassociates@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

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

10
11 WHEREAS, several interested organizations and parties have approached City
12 staff regarding modifying the City's sign regulations to promote business activity in the
13 City's center city areas; and
14

15 WHEREAS, City Council believes that these changes would enhance business
16 activity in the City's center city areas.
17

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

21 Section 1 – Springfield City Code, Chapter 98, Article VII, 'Encroachments on
22 City Property,' Sec. 98-323 is hereby amended to read as follows:
23

24 (Note: Language to be added is underlined and language being removed is ~~stricken~~.)
25

26 Sec. 98-323. – Certain encroachments authorized by the Director of Public Works –
27 procedures related thereto.
28

29 (a) The Director of Public Works is hereby authorized to allow, on, in, or over a public
30 street, public sidewalk or public right-of-way, pursuant to this Section, the following
31 types of encroachments: ~~freestanding~~ awnings, ~~freestanding~~ canopies, planters,
32 street furniture, sidewalk cafes, projecting signs, and bicycle docks associated with a
33 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:

- 80
- 81 (1) That the license to maintain the encroachment is revocable by the City upon
- 82 reasonable written notice to the encroaching licensee;
- 83
- 84 (2) That the licensee, and the licensee's grantees, successors and assigns, shall
- 85 defend, indemnify and hold the City harmless from all claims of personal injury or
- 86 property damage arising from construction, location and maintenance of the
- 87 encroachment;
- 88
- 89 (3) That the licensee and the licensee's grantees, successors and assigns, shall
- 90 carry at all times adequate public liability insurance with limits up to or in excess
- 91 of the limits set forth in RSMo 537.610, except that when the encroachment in
- 92 question is a projecting sign, awning, or canopy the limits required shall be
- 93 reduced to up to or in excess of \$1,000,000, and provide for insurance to
- 94 continue after the license is revoked or terminated for any reason for a sufficient
- 95 period of time to protect the City from claims not yet filed, in all cases the City
- 96 shall be named as an additional insured;
- 97
- 98 (4) That the licensee, and the licensee's grantees, successors and assigns, will
- 99 maintain the encroachment in a safe and presentable condition;
- 100
- 101 (5) That the licensee and the licensee's grantees, successors and assigns, grant an
- 102 irrevocable license to the City to enter upon the abutting property as may be
- 103 necessary to remove the encroachment at the costs of such licensee;
- 104
- 105 (6) That the licensee, the licensee's grantees, successors and assigns, shall be
- 106 required to remove the encroachment from the public right-of-way upon receipt of
- 107 written notice from the City to do so, within the time specified in the notice and at
- 108 no cost to the City; and
- 109
- 110 (7) That the license terminates upon transfer of the abutting property to a new owner
- 111 within 30 days, provided that the obligation to indemnify and insure on behalf of
- 112 the city shall survive and continue to run with the land until the encroachment
- 113 and all parts thereof have been removed or a new license with adequate
- 114 insurance and indemnification guarantees are provided to the City;
- 115
- 116 (8) That the license shall be recordable in the land records of the Greene County
- 117 Recorder's Office; and
- 118
- 119 (9) Such other terms and conditions as adjudged by the Director of Public Works or
- 120 the City Attorney as necessary in the public interest.
- 121
- 122 (b) In addition to the requirements of section 98-325(a), any proposed bicycle dock
- 123 encroachment, shall not be permitted or allowed unless the applicant and City are
- 124 parties to an existing cooperative agreement to regulate the placement and
- 125 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.

172
173 Section 4 – Savings Clause. Nothing in this Ordinance shall be construed to
174 affect any suit or proceeding now pending in any court or any rights acquired or liability
175 incurred nor any cause or causes of action occurred or existing, under any act or
176 ordinance repealed hereby.

177
178 Section 5 – Severability Clause. If any section, subsection, sentence, clause, or
179 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
180 affect the validity of the remaining portions of this Ordinance. The Council hereby
181 declares that it would have adopted the Ordinance and each section, subsection,
182 sentence, clause or phrase thereof, irrespective of the fact that any one or more
183 sections, subsections, sentences, clauses, or phrases be declared invalid.

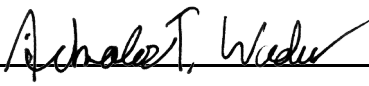
184
185 Section 6 – This Ordinance shall be in full force and effect from and after
186 passage.

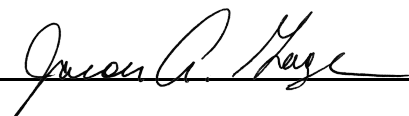
187
188 Passed at meeting: _____

189
190 _____
191 Mayor

192
193 Attest: _____, City Clerk

194
195
196 Filed as Ordinance: _____

197
198
199
200 Approved as to form: , Assistant City Attorney

201
202
203 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:



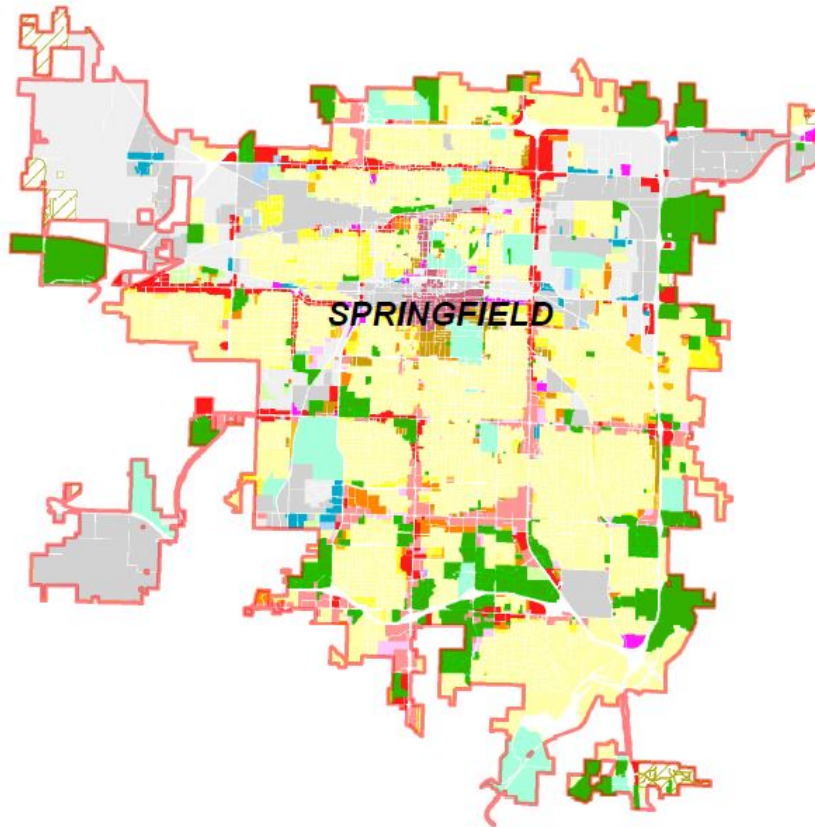
Jason Gage, City Manager

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.

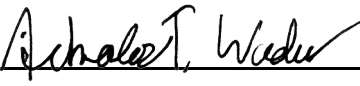
(17) (a) 8. In the center city (CC) and Commercial Street (COM1) zoning districts and along College Street between Grant and Nettleton Avenue, each premises which has multiple businesses located on the ground floor with direct exterior public access shall be allowed a projecting sign not to exceed ten 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.

36

37 Filed as Resolution: _____

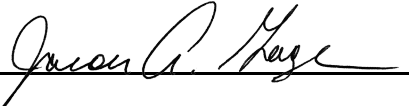
38

39

40 Approved as to form: , Assistant City Attorney

41

42

43 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:

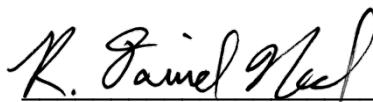
Property owner has applied for a Short-Term Rental ("STR") Type 2 license and STR Type 2 permit to establish a STR Type 2 at 4553 South Graystone Court. General Ordinance 6497 requires that Type 2 applicants conduct a neighborhood meeting and obtain signatures from fifty-five percent or more of property 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:



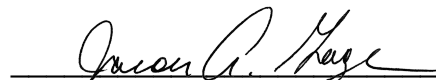
Daniel Neal, Senior Planner

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

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 Jentex Farms, LLC

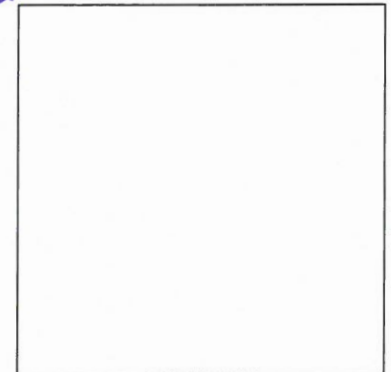
If corporation: Corporate Official: _____

Mailing Address: 218 Marble Lane

Zip Code: 72658 Phone: 870-499-3293

E-mail: Jentex218@gmail.com

PROPERTY OWNER'S SIGNATURE: Chris H. Jensen 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

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:

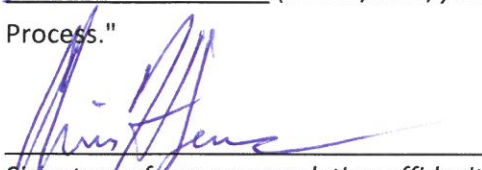
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the owner/operator must explain why the issues cannot be resolved.)

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 impeccably 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!

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

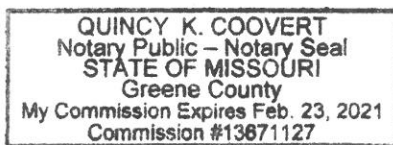
Managing Partner
Title

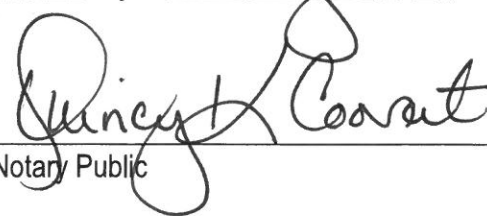
JenTex Farms, LLC
Name of Company or Organization
(If Applicable)

ATTEST:

Corporate Secretary
(If no seal)

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




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

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

4. Address of Adjacent Property: _____

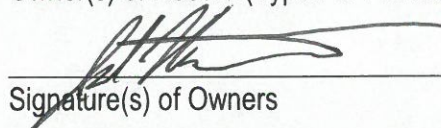
Owner(s) of Record (Typed or Printed)

Signature(s) of Owners

Title

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

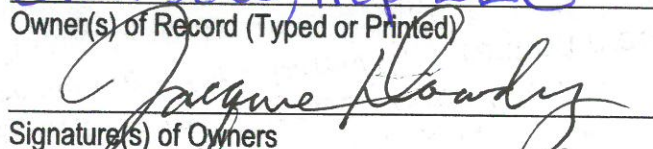
Jacob Heithaus
Owner(s) of Record (Typed or Printed)


Signature(s) of Owners

Owner
Title

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

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


Signature(s) of Owners

Managing Pth
Title

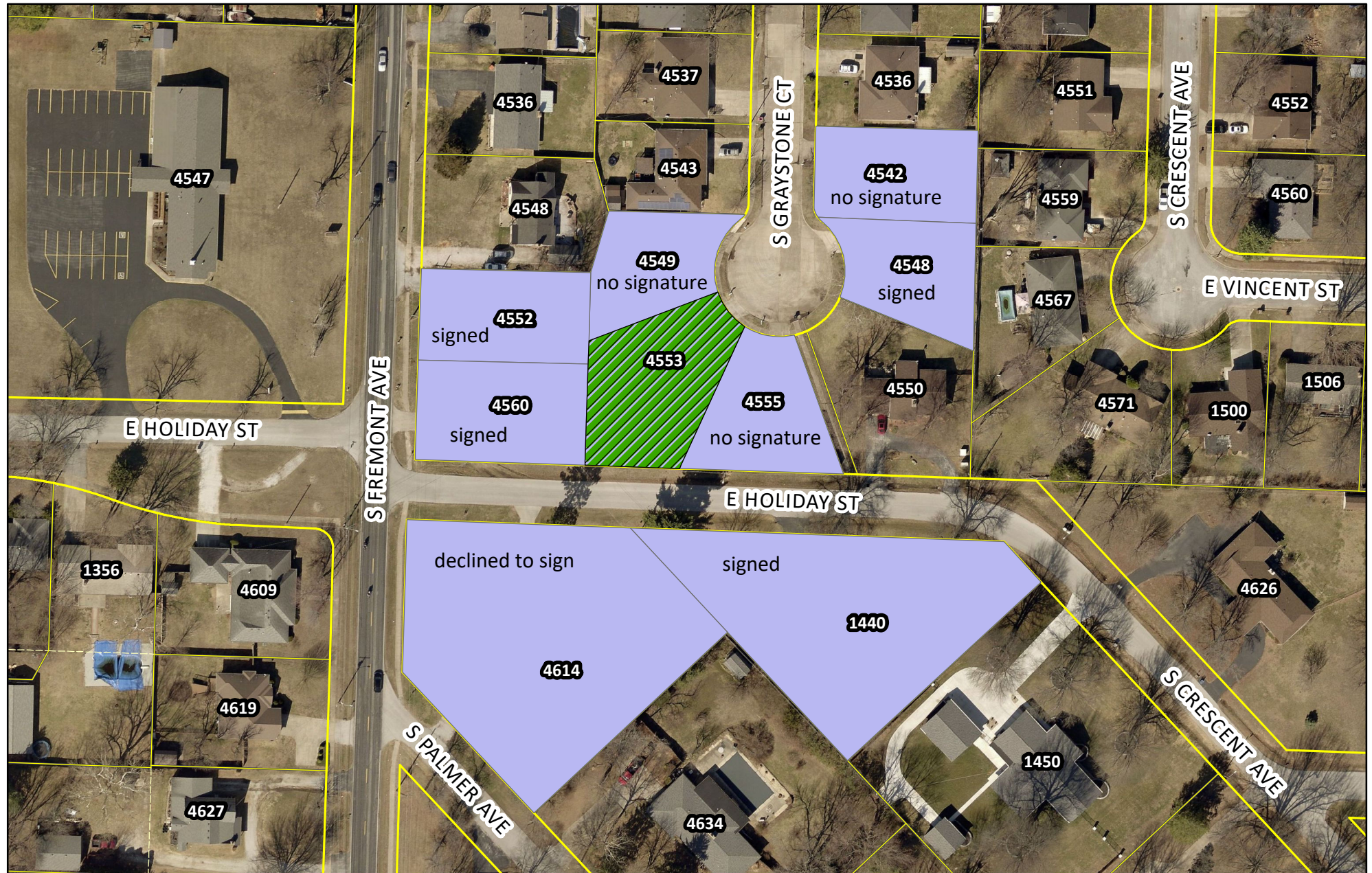
7. Address of Adjacent Property: _____

Owner(s) of Record (Typed or Printed)

Signature(s) of Owners

Title

Adjacent Property



Legend

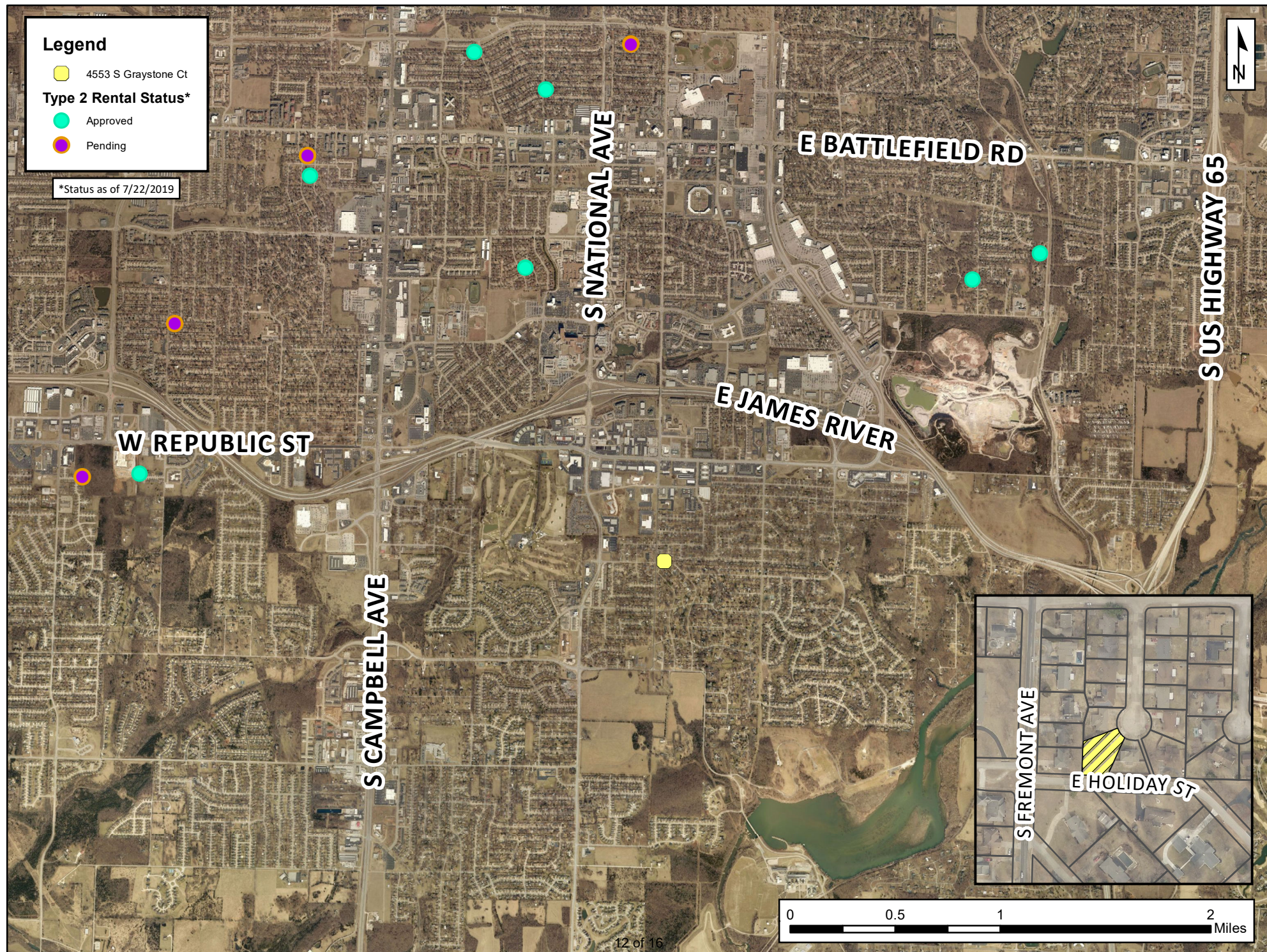
4553 S Graystone Ct

Type 2 Rental Status*

Approved

Pending

*Status as of 7/22/2019



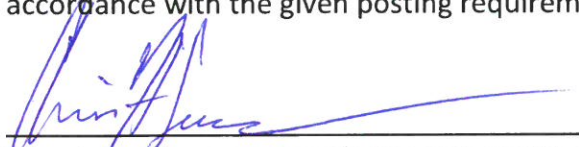
AFFIDAVIT OF SIGN POSTING

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



Created
web
portal

SHORT TERM
RENTAL

X
aan

City of Springfield, Missouri
Short-Term Rental Application

BUS LIC/PERMIT# BUS20190152 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 E-Mail: jentex218@gmail.com
870-499-3293
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). ☒ 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 [Signature]
Owner/Operator Signature

APPLICANT FILL OUT TO THIS POINT and RETURN FORM TO:
LICENSE DIVISION OF FINANCE DEPARTMENT
(BUSCH MUNICIPAL BUILDING) 340 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

EXPLANATION TO COUNCIL BILL 2019-195

FILED: 08-20-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Designating the J.H. Hinerman Home, located at 1051 South Pickwick Avenue, as a Historic Site on the Springfield Historic Register.

BACKGROUND INFORMATION:

Amy Boyd, property owner, requested that the Landmarks Board initiate a Historic Site nomination of the property on June 5, 2019, (see the attached "Exhibit B"). The Landmarks Board initiated the nomination. Ms. Boyd submitted the nomination form and provided a statement of historic significance with supporting photographs and citations (see the attached "Exhibits B and C," Historic Significance narrative).

The Landmarks Board, at their meeting on July 24, 2019, reviewed and recommended approval by a vote of 5 to 0, that the J.H. Hinerman Home, located at 1051 South Pickwick Avenue be nominated as a Historic Site.

It is anticipated the property owner may apply for a Short-term Rental license for the accessory structure. That will be handled separately once the application is filed or renewed. For additional information, see "Exhibit D."

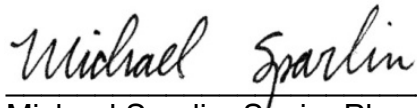
REMARKS:

Passage of this Resolution will designate the J.H. Hinerman Home, located at 1051 South Pickwick Avenue, as a Historic Site on the Springfield Historic Register. Property designation as a Historic Site requires review by the Landmarks Board for any exterior alterations requiring a building permit. The permit shall not be issued unless the Landmarks Board approves a Certificate of Appropriateness. If the Landmarks Board denies an application for a Certificate of Appropriateness, the Department of Building Development Services shall not grant a building permit until the expiration of sixty (60) days from the date of the application for the building permit.

FINDINGS FOR LANDMARKS BOARD RECOMMENDATION:

1. The Landmarks Board determined that 1051 South Pickwick Avenue meets the criteria for being designated as a Historic Site, as detailed in the attached Historic Significance narrative.
2. The designation of 1051 South Pickwick Avenue as a Historic Site is consistent with the Landmarks Board's effort of nominating sites that exemplify a period of historical development in Springfield.

Submitted by:



Michael Sparlin, Senior Planner

Recommended by:



Brendan K. Griesemer, AICP
Assistant Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Nomination Form

Exhibit C, Historic Significance Narrative

Exhibit D, Memo from City Staff

Exhibit A

**RECORD OF PROCEEDINGS
Landmarks Board Meeting July 24, 2019**

Local Historic Site Nomination Review:

1051 S. Pickwick Avenue – Amy Boyd, owner and here to answer any questions.

Michael Sparlin noted that this request was submitted by the property owner and staff is recommending that the Board vote on the nomination. The applicant is seeking the nomination in order to operate a short-term rental in the accessory structure. Staff has administratively denied the short-term rental due to the existing structure not being constructed as required by City Code. The attached memo details staff determination. The applicants can proceed with the Historic Site nomination; however, such nomination should not be assumed to permit the STR or establish the accessory structure as a “historic carriage house” built before January 1, 1940.

Nancy Crandall states that she knows the applicants. Stating that she watches the applicant’s dog over a couple weekends.

Tom Rykowski asked if Ms. Crandall can render an unbiased opinion/vote.

Nancy Crandall responded that the relationship will not influence her opinion or vote.

Tom Rykowski states that she has disclosed the relationship and does not present a conflict.

Kaitlyn McConnell noted the reason for the tabling at the last Board meeting and would like to proceed on a nomination/vote.

Paden Chambers also noted that the Board should go forward on the nomination/vote.

Richard Crabtree asked Amy Boyd to clarify the past condition the accessory structure.

Amy Boyd stated that when they moved in there were three walls and that they added the second story. The roof line looks exactly like the house roof line. She stated that she has been speaking with members of City Council and that they can move forward with the designation.

Richard Crabtree asked if the structure was there in 2001.

Amy Boyd stated that they moved in in 1997-98 and that the second story was not there and they added the second story.

Gary Bishop asked if the structure did not have a roof.

Amy Boyd stated that the structure did not have a roof and someone had built a carport.

Richard Crabtree asked if it had a roof.

Amy Boyd said it did have a roof but they removed it.

Richard Crabtree asked if a structure was there.

Amy Boyd stated there was a structure there.

Gary Bishop asked if the structure was previously damaged due to storm, fire, etc.

Amy Boyd was not aware of any damage due to the accessory structure prior to their purchase. All they know is that it looked similar to a carport but that walls looked original. They added the front and the second story.

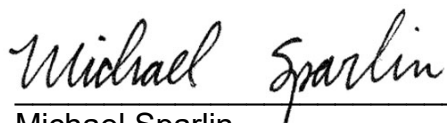
Richard Crabtree remembers seeing a photo with something there.

Amy Boyd stated that is an original foundation.

Michael Sparlin included the memo for the Board so that it was part of the record that goes before City Council.

Kaitlyn McConnell believes that inaction does more harm and would like for this to go forward.

Kaitlyn McConnell motioned to **approve** the Local Historic Site Nomination (1051 South Pickwick Avenue). Richard Crabtree seconded the motion. The motion carried as follows: Ayes: Gary Bishop (Chair), Paden Chambers, Kaitlyn McConnell, Nancy Crandall and Richard Crabtree. Nays: None. Abstain: None. Absent: Justin Stanek (Vice Chair), Kent Brown, Paul Lewis, and Layne Hunton.

A handwritten signature in black ink that reads "Michael Sparlin". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Michael Sparlin
Senior Planner

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

1. Current Property Owner

Name : Jim and Amy Boyd - owned since May 1997

Address : 1051 S. Pickwick Avenue
Springfield, MO 65804

2. Title/Name of Property

Permanent Residence: Jim & Amy Boyd
1051 S. Pickwick Ave
Springfield, MO 65804

3. Location/Address of Property

1051 S. Pickwick Ave

original address in 1916
was 1055 - became
1051 in 1948

(near) Northwest corner Delmar/Pickwick

Hawthorne Place N 1/2 E 1/2 Lot 43 & S 10 FT. E 1/2 Lot 44

4. Classification (circle all that apply)

Class

Ownership

Status

Accessibility

☒ Historic site

☐ Historic Landmark

☐ Interior Landmark

☐ Historic District

☐ Public

☒ Private

☐ Both

☒ Occupied

☐ Unoccupied

☐ Work in progress

☐ yes : restricted

☒ yes : unrestricted

☐ no

Present Use

Agriculture
Commercial
Educational
Entertainment
Government
Industrial
Military

Museum
Park
Private residence
Religious
Scientific
Transportation
Other: Family Home

5. Description

Condition

☒ excellent
☐ good
☐ fair
☐ deteriorated
☐ ruins

Check One

☒ ^{Home}unaltered
☒ altered
_{garage}

Check One

☒ original site
☐ moved date: _____

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

See Appendix B

6. Significance

Date built : 1916 according to archives but assessor's office says 1911

Builder/Architect : J.H. Hinerman - General Contractor

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

1. Has significant character, interest, or value as part of the city, region, state or nation's history;
2. Is associated with the life of a personality significant to the past.
3. Is the site of a historic event with a significant effect upon the development, heritage or cultural characteristics of the city, region, state, or nation.

4. Exemplifies the cultural, political, economic, social, or historic heritage of the community.
5. Portrays the environment in the era of history characterized by a distinctive architectural style.
6. Embodies distinguishing characteristics of an architectural type or engineering specimen.
7. Is the work of a designer, architect, or contractor whose individual work has influenced the development of the city, region, state, or nation.
8. Contains elements of design, detail, materials, or craftsmanship which represent a style unique to the past.
9. Is a part of, or related to, a square, park, or other distinctive area.
10. Represents an established and familiar visual feature of the neighborhood, community, or skyline, owing to its unique location or singular physical characteristics.
11. Is part of or related to a distinctive, geographical area which should be developed or preserved according to a plan based on cultural, historic or architectural motif.
12. Based upon physical evidence, has yielded, or is likely to yield, the integrity of information important to history or prehistory.
13. In addition, the Landmarks Board shall consider the site, structure, object, or district in light of its integrity of:
 - a. location,
 - b. design,
 - c. setting,
 - d. materials,
 - e. workmanship,
 - f. feeling,
 - g. association, and
 - h. its suitability for preservation and reuse.

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

See Appendix A

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

7. Nomination by

Name : Amy Boyd

Address : 1051 S. Pickwick Ave Springfield, Mo. 65804

8. Landmarks Board Approval

Date : _____

Appendix A

Narratives of circled numbers under #6 (Significance) of application

4. 1051 S. Pickwick and its natural landscape exemplifies historic and cultural heritage in our neighborhood and for our community. I would consider an immovable structure with character that has been virtually untouched architecturally since 1911 to be an artifact inherited from past generations as an act of preservation.

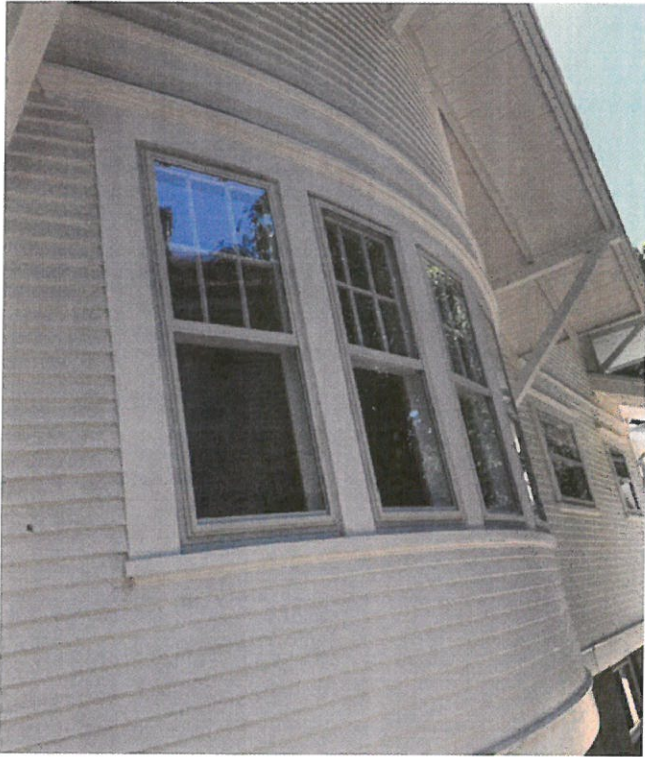
5. As stated before, The Sears Roebuck house kit supposition is purely from an American era, where homes were built to be livable and affordable in a style prevalent to the Midwest.

6. 1051 S. Pickwick has architectural features that are exclusive and unique to this home. Such features includes:

- Curved window projection on north side of house (see pictures on next page)
- Jutted out sun porch with six windows on east facing front of house
- Multiple gabled roofline and dormers (refer to photos in Appendix B)
- 4 foot wide, 20 panel, leaded glass front door

8. 1051 S. Pickwick is a prototype of that which embodies an authentic, unobstructed glimpse of what all homes in Rountree used to look like in early 1920's before aluminum siding, replacement windows, and unattractive, unhistorical additions altered the historic landscape of one of Springfield's oldest residential neighborhoods.

13. a.(location) Pickwick Avenue in Rountree neighborhood is central to our neighborhood community. It runs several blocks north and south from Delaware up to Cherry. It inhabits beautiful homes on a tree-lined street. Neighbors and perfect strangers have regarded Pickwick Ave as a notable, integral and reminiscent part of the neighborhood for many years, due to such contributions as Homes Tours, small businesses at Cherry street, Autumn and Spring tree specimens (scenic strip) and the more modern revenue-building short-term rentals.

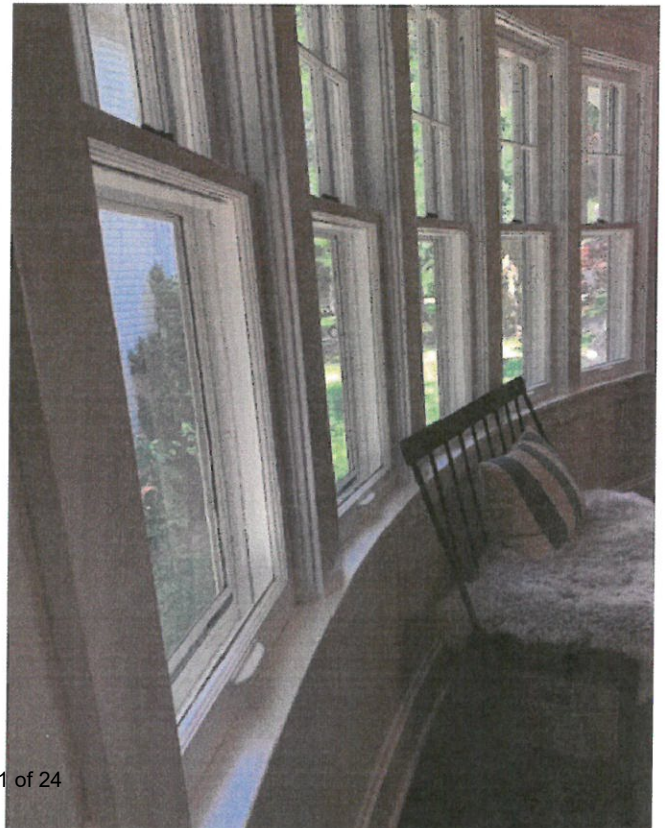


Exterior

Curved windows on North
side of home



Interior



1051 South Pickwick Avenue

Owners Jim and Amy Boyd purchased this home in 1997 as the seventh owners of the 3-bedroom California Craftsman Bungalow**. Exhaustive research into the design and construction of the house has produced very few clues save the date of construction (1911), but best estimates are that the basis of design is a Sears Roebuck House Kit.



The Boyds began their story in this house with 3 little ones and added 2 more along the 22-year way, all of whom were students at Rountree Elementary, Jarrett Middle School, and Parkview High School. Amy and Jim have one remaining child at home, which makes for a quiet contrast to the years the house nurtured five energetic youths. For years they have used every available space the house had to offer, at times with a child tucked away in each of the dormers as cozy sleeping quarters.

Very few outside contractors have been necessary in the improvements of this home. Jim single-handedly updated and has maintained all operational systems and woodworking; Amy has designed and painstakingly selected the interiors and gardens (enlisting Jim's legwork), including painting, planting, shopping, hauling, and much more.

photo 1997



photo 1970?



Home has been well preserved over the years...

- By maintaining the original clapboard siding
- By keeping original wavy glass in all windows (no replacements) on 1st and 2nd floors
- By not remodeling any part of the home with original built-in bookshelves
- By keeping and maintaining all of the interior wood paneled doors...one of which includes an original 4 foot wide door with 24 leaded glass panes.
- By keeping the original 4 foot wide Front exterior door with 20 leaded glass panes
- By keeping with the traditional Bungalow floor plan with 2 gabled dormers on roofline, which also splits twice into distinct gabled segments.

Past Projects:

- Complete kitchen redo (2013);
- Redesign and restoration of knob-and-tube electrical wiring;
- Removal of screens and restoration of covered open front porch;
- Demolished and restored both 1970s-1980s bathrooms, including addition of shower/dressing room on second story, restoration of antique buffet into sink base on first floor;
- Demolished and redesigned rear entry (French doors) and kitchen to allow access to new rear deck;
- Built rear decking and custom rear garden fencing;
- Finished and remodeled original detached garage remnants into an apartment, which now functions as a successful Airbnb called Pickwick Gables.

Next Up:

Painted hardwoods are an attractive look, but it's a decorating technique out of necessity in this case. The original contractor used very thin wood flooring planks. After multiple refinishing's over the years, the planks are now estimated at 1/16th" thickness, so new hardwoods is the next big project. Interesting fact: A former owner's contractor cut corners when refinishing the living room floors by sanding AROUND the rug in the living room

**Craftsman was the dominant architectural style for smaller US homes built circa 1905 - 1929. Craftsman architecture originated in southern California; landmark examples are concentrated there. The style quickly spread throughout the country by features in pattern books and popular magazines such as *House Beautiful*, *Good Housekeeping*, *Architectural Record*, and *Ladies' Home Journal*. The plans were affordable and sometimes even offered complete construction packages (kits) including pre-cut components to be assembled by local labor. The storey-and-a-half (similar to this Pickwick house) became one of the most popular designs. See *Honor Bilt MODERN HOMES* by Sears Roebuck and Co.



photo 2018



View of front porch



Restored
Garage Airbnb
Pickwick Gables

original garage structure remnants included
an original foundation and 3 walls

photo 2019



Back of home

* Green County Archives on Booneville

Although assessors office says it was built 1911

* History of 1051 S. Pickwick.... from 1916~1960 of 1055 S Pickwick. The house was built in Hawthorn Places (Est. in 1903). The land was owned by G.M. Hoffman in early 1916 valued at \$300. He sold it to James H. Hiernerman a General Contractor and City Councilman (he lived at 1009 S Pickwick). Mr. Hiernerman constructed the home sometime between June 2nd 1916 and June 1st 1917 ~ with a tax value of \$1,480. The original Address was 1055 and became 1051 in 1948.

The house was sold to Edith Holland-Darby (Granddaughter of T.B. Holland) and her two children Bertha Louise Darby & Paul Holland Darby

In 1920 the house was sold to Walter H & Dora Henderson. Mr. Henderson was Manger of Springfield Security Company. They would stay till 1924.

In 1924 the longest residences acquired the home. Dr. W. Ralph & Nelle T. Anderson. Dr. Anderson was a dentist and kept an office in the Holland Building. They would live here from 1924 till June of 1959, when then sold the home to Roy F. Hedtke.

NP Ad - James H Hiernerman G C 5 3 1914 SGF Republican

NP Ad - 1055 S Pickwick 8 21 1919 SGF Republican

Np Pic - Mrs. W. Ralph Anderson 2 13 1929 SGF Leader

RESIDENTIAL PROPERTY RECORD CARD 2019

GREENE COUNTY, MO

CA330MOGRE

Situs : 1051 S PICKWICK AVE SPRINGFIELD 65804

Map ID: 12-30-105-014

Class: R

Card: 1 of 1

Printed: 06/20/19

Ownership Information

BOYD, JAMES R
1051 S PICKWICK AVE
SPRINGFIELD MO 65804-0153

General Information

Sec 30 Twp 29N Rng 21W
Fire NOFIRE VCD
Nbhd 3100 Dimensions
Acres .2452 County Dist CO1 TIF
Tax Dist 105 - Springfield R12 Sch Dist R12 - Springfield School Dist
Legal HAWTHORNE PLACE N1/2 E1/2 LOT 43 & S 10 FT E1/2 LOT 44

Property Name

Property Notes



Land Information

Class	Code	Type	Size	Infl. Factors	Influence %	Value
R	Front Lot	F	60/60x178	Location	100	48,000
Total Acres: .2452						Total 48,000

Assessment Information

Market	Residential	Commercial	Agricultural	Total
Land	48,000	0	0	48,000
Building	195,400	0	0	195,400
Total	243,400	0	0	243,400
Assessed				
Land	9,120	0	0	9,120
Building	37,130	0	0	37,130
Total	46,250	0	0	46,250

Date Last Value Change Notice Sent:

Last Reason for Change: APPRAISER OVERRIDE VALUE

Entrance Information

Date	ID	Entry Code	Source
05/24/19	30	Desk Review	
03/22/19	30	Physical Inspection From Street	
01/30/18	30	Physical Inspection From Street	
08/29/03	98	Physical Inspection On Parcel	
06/17/99	10		

Reviewer Id: HT11

Review Date: 05/24/19

Sales/Ownership History

Transfer Date	Type	Validity	Document Number	Deed Book/Page	Deed Type	Grantee
06/01/97				2512/1551		BOYD, JAMES R
08/01/92				2210/2849		OSS, DOUGLAS A
09/01/91				2158/0329		REYNOLDS, RICHARD L

RESIDENTIAL PROPERTY RECORD CARD 2019

GREENE COUNTY, MO

CA330MOGRE

Situs : 1051 S PICKWICK AVE SPRINGFIELD 65804

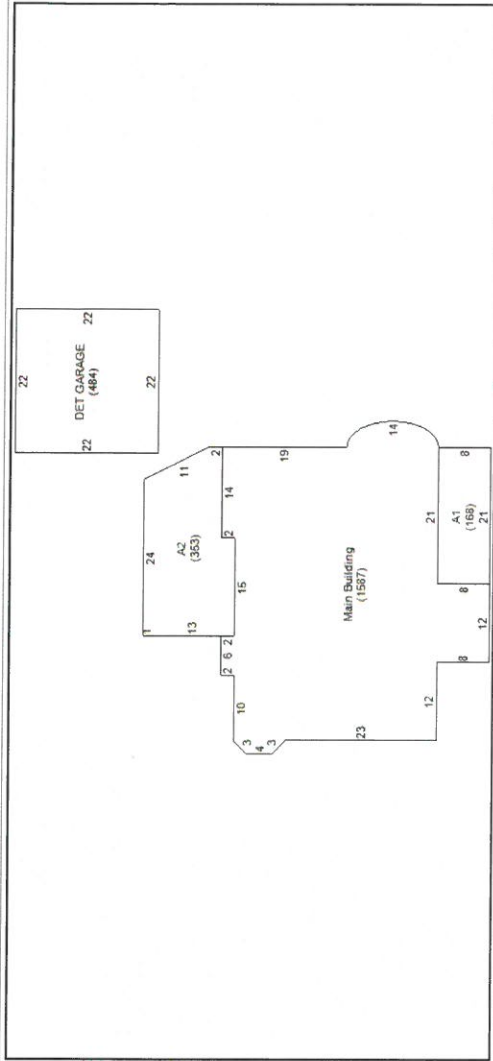
Map ID: 12-30-105-014

Card: 1 of 1

Class: R

Printed: 06/20/19

Dwelling Information	
Style	Bungalow
Year Built	1911
Eff Year Built	1995
Attic	None
Year Remodeled	
Construction	Wd/Vyl/Alum Frame Cedar Clapboard Siding
Total Rooms	6
Bedrooms	3
Heating & Cooling	
Heat Type	Central With A/C
Fuel Type	
Plumbing	
System Type	Hot Air
Full Baths	1
Half Baths	2
Extra Fixtures	2
Total Fixtures	11
Other Features	
Basement	Full
FBLA Size	
Rec Room Size	
Cathedral Ceiling	
Bsmt Garage	
Garage Type	
Garage Capacity	0
Misc1	Quantity Value 0
Misc2	Quantity Value 0
Grade & Depreciation	
Grade	G
Grade Desc	Good
Functional	Market Adj
CDU	Economic
Cost & Design	
Dwelling Computations	
Base Price	181,100
Plumbing	7,500
Basement	30,700
Heating	11,100
Attic	0
Other Features	3,500
Subtotal	233,900
Ground Floor Area	1,587
Total Living Area	2,381
New Cons. Month	
New Construction %	
Dwelling Value	180,700
% Good	74
% Good Override	
Functional	
Economic	
Disaster%	
C&D Factor	
Adj Factor	99
Additions	9,400



Dwelling Additions					
Line	L	F	S	T	
A	0				Area Yr Built Grade Desc Cdu Value NewCM PC
B	1	11			1587 168 3400
C	2	31			353 6000

Outbuilding Data					
L	Cd	WxH	Area Yr Blt	Gd CDUMd1 Md2 Md3 Class	Rate Value NewCM PCT
1	RG1	22x22	484	2000 C A 4 8 7 R	61.16 14700

Building Notes

1055 was original house number until 1948

FOR SALE

My residence, 1055 Pickwick, modern bungalow, east front, fireproof tile garage.

Mrs. C. H. Taylor

Phone 296 or 1664

P.C. 10

Builder of
1051 S. Pickwick Ave

J. H. Hinerman,

**General
Contractor
of
Southwest Hospital**

Telephone 3608

GET THE APP MY RE/MAX    
SAVE ALERTS PLACES SHARE

\$ 389,000

Not for Sale

Estimate ?

Homes.com Home Estimate*

*Full (2-story) garage adds value to home
(2-car)*RE/MAX uses cookies to create a better real estate experience for you. [Learn More](#)

Got it!

**PLANNING AND DEVELOPMENT DEPARTMENT
DEVELOPMENT REVIEW OFFICE
MEMORANDUM**

DATE: July 19, 2019

TO: Landmarks Board

FROM: Michael Sparlin
Senior Planner

SUBJECT: Historic Site nomination – 1051 South Pickwick Avenue

A Historic Site nomination has been submitted to the Landmarks Board for 1051 South Pickwick Avenue. Staff recommends that the Landmarks Board vote on the nomination as this request has been submitted by the property owner.

The property owner is seeking the Historic Site nomination in order to operate a Short-Term Rental (STR) in the existing accessory structure. Staff has administratively denied the Short-Term Rental due to the existing structure not being constructed prior to January 1, 1940, as required by City Code.

City Code requires that the STR be located in the primary structure or a historic carriage house if the carriage house was constructed prior to January 1, 1940, and the lot on which the carriage house is located is designated a historic site, landmark, or district. The burden is upon the applicant to provide evidence to support each of these requirements.

Staff research resulted in an aerial photograph from 2001 that suggests the existing structure was not constructed prior to January 1, 1940. The attached aerial photographs are from 2001 and 2018. The 2001 aerial photograph does not show the existing structure that can be seen in the 2018 aerial photograph. The applicant responded to this evidence and confirmed that the original structure was partially demolished (see attached e-mail), stating that a car can be seen parked in the location of the existing structure. The applicant states that the accessory structure was “restored” in 2002 based on other houses “from the same era,” but has not provided evidence of the type or size of the previous accessory structure. Even if the properly historically reconstructed, the accessory structure was not in existence prior to 1940.

In an attempt to verify applicant’s claim, City building permit records were reviewed however, no building permits were issued for the accessory structure.

For these reasons, staff believes the existing accessory structure was not constructed before January 1, 1940 and, therefore, cannot issue a permit to operate a Short-Term Rental in the accessory structure. The applicants can proceed with the Historic Site nomination; however, such nomination should not be assumed to permit the STR or establish the accessory structure as a “historic carriage house” built before January 1, 1940. Staff does not believe the accessory structure qualifies as a “historic carriage house.” Staff has no issues with the nomination with regard to the primary structure.



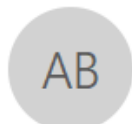
DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability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

Image from 2001 Aerial Flyover



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.

Image from 2018 Aerial Flyover



Wed 6/12/2019 5:35 PM

Amy Boyd <amy.piano1@gmail.com>

Re: Historic Site nomination application

To Sparlin, Michael

 You replied to this message on 6/18/2019 11:02 AM.

Thank you Michael. I was planning to take a different route with this and try to prove there was a carriage house/ or "structure and a half" built there before a previous owner (or tornado) tore off the roof and left three existing walls in place. What we did when we before restoring the garage in 2002 is tried to find very similar homes built from the same era that might have also had same type of garages built. The aerial view on the map from the city (below) shows a car parked there, but what you cannot see is the three existing walls. Not sure you can prove that ORIGINALLY there "wasn't" a carriage house or a garage and a half built before 1940. We did some research before our plan to restore and found that some houses built around the same time as ours (when there were only just a few houses in this neighborhood in 1911) had a horse post out front ...so because there were horses in use on this very street (Pickwick), it made us think there was also a garage with potential usable living space (called a carriage house). With that in mind, and regardless of whether or not it was or wasn't a carriage house before the roof was torn off...we did turn the existing "roofless"garage into a usable space....something often referred to as "ADAPTIVE REUSE" (the process of reusing an existing building for a purpose other than which it might have originally been designed for. It is a strategy for optimizing the operational and commercial performance of built assets).

For the record, I ,too, looked at those historical maps and couldn't see a single speck of detail until 2001, which actually happens to be the map you sent below, not from 1991.

So that said, I hope you would consider letting us go forward with the move to start the process to hopefully prove that there was "originally "a garage with potential usable living space.

Thanks again, Michael

On Jun 12, 2019, at 4:49 PM, Sparlin, Michael <m_sparlin@springfieldmo.gov> wrote:

Amy,

In doing some research, I found older aerials (from 1991) that indicate that a garage/accessory structure was not located on the property.

Section 36-464 (3)(a) states:

An accessory apartment may be created only in a single-family dwelling or in an existing carriage house if the carriage house was constructed prior to January 1, 1940. **and** the lot on which the carriage house is located is designated a historic site, landmark, or district.

You would need to prove that the structure was built before that date, otherwise going through the historic site nomination will not alone make it eligible for a short-term rental. We would need to do an on site inspection of the structure to determine a build date, because we have evidence that suggests the current structure wasn't built before 1940. See photo below from 1991.

Please let me know if you would like to continue with the historic site nomination. Just keep in mind, it may not help your eventual goal with the Short-term rental.

<image002.jpg>

Michael Sparlin, Senior City Planner
City of Springfield, Missouri
Planning & Development Department
[Development Review Office](#)
417.864.1091

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 08-20-19

Sponsored by: Schilling

COUNCIL BILL 2019- 203 RESOLUTION

A RESOLUTION

1 DIRECTING the City of Springfield, Missouri, to withdraw as a member of the
2 Missouri Clean Energy District created pursuant to the “Property
3 Assessment Clean Energy Act;” and directing the City Clerk to send a
4 certified copy of this Resolution to the Board of Missouri Clean Energy
5 District.

6
7
8 WHEREAS, the 95th General Assembly of Missouri enacted RSMo. Sections
9 §67.2800 to §67.2835, inclusive, known as the “Property Assessment Clean Energy
10 Act” (the “PACE Act”); and

11
12 WHEREAS, on or about January 3, 2011 a clean energy development board
13 named the Missouri Clean Energy District (“MCED”) was created with the intent that all
14 municipalities within the State of Missouri would be eligible to join and participate in the
15 district by approving an appropriate ordinance or resolution; and

16
17 WHEREAS, on or about July 13, 2015, the Council for the City of Springfield
18 voted to join and participate in the Missouri Clean Energy District (“MCED”) through
19 Special Ordinance 26594, with the hope and intent that participation would promote the
20 development, production, and efficient use of clean energy and renewable energy, as
21 well as the installation of energy efficiency improvements to publicly and privately
22 owned real property, would create jobs for residents of the City of Springfield, Missouri,
23 would advance the economic well-being and public and environmental health of the
24 City, and would contribute to the energy independence of our nation; and

25
26 WHEREAS, it has come to the attention of City Council that joining the MCED
27 has not produced the intended results and has possibly resulted in difficult
28 reimbursement measures for certain residential properties; and

29
30 WHEREAS, the MCED by-laws, specifically Article IV, Members, Section 4.
31 Withdrawal, provides in part that: “Any Member may withdraw as a Member of the
32 District by filing with the Executive Director a certified copy of an ordinance or resolution
33 stating the intention of the Member to withdraw;” and

34
35 WHEREAS, it is in the best interest of the City of Springfield, Missouri, and for

the benefit of its residents, to withdraw from the Missouri Clean Energy District and prohibit any additional clean energy financing within the City's corporate boundaries.

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

Section 1 – The City hereby withdraws its membership and participation in the Missouri Clean Energy District ("MCED") effective immediately, with an immediate cessation of any new clean energy financing within the City's corporate boundaries.

Section 2 – The City Clerk is hereby authorized and instructed to deliver a duly executed, certified copy of this Resolution to the Executive Director of MCED.

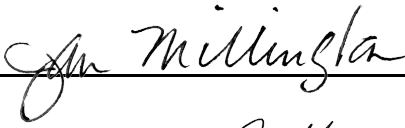
Section 3 – This Resolution shall be in effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: , Deputy City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019-203

FILED: 08-20-19

ORIGINATING DEPARTMENT: Law

PURPOSE: To withdraw as a member of the Missouri Clean Energy District created pursuant to the "Property Assessment Clean Energy Act;" and directing the City Clerk to send a certified copy of this Resolution to the Board of Missouri Clean Energy District

BACKGROUND INFORMATION: The "Property Assessment Clean Energy Act" (the "PACE Act") is authorized by RSMo. Sections §67.2800 to §67.2835, inclusive. On or about July 13, 2015, City Council voted to join and participate in a PACE clean energy development board named the Missouri Clean Energy District ("MCED") through Special Ordinance 26594, with the hope and intent that participation would promote the development, production, and efficient use of clean and renewable energy through the installation of energy efficiency improvements to publicly and privately owned real property, would create jobs for residents of the City of Springfield, Missouri, would advance the economic well-being and public and environmental health of the City, and would contribute to the energy independence of our nation.

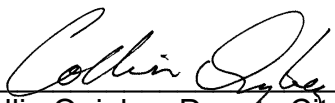
While the program has good intentions, joining the MCED has not produced the intended results and has possibly resulted in difficult reimbursement measures for certain residential properties. It appears a legislative update to enhance consumer protection is necessary.

Further, Greene County has acted to rescind their program participation, and it is in the best interest of citizens that the City and Greene County remain in alignment regarding this program.

Should sound legislative changes for consumer protection be made, the City would consider participating again in a PACE Act program.

Councilman Schilling initiated the original Council action to participate in the PACE Act by joining the MCED, and now recommends withdrawal effective immediately. Pursuant to MCED by-laws, the City Clerk will be directed by this Resolution to provide a certified copy of the Resolution to the Executive Director of MCED for immediate termination of participation.

Recommended by:


Collin Quigley, Deputy City Manager

Approved by:


Jason Gage, City Manager

One-rdg. X
P. Hrngs.
Pgs. 5
Filed: 08-20-19

Sponsored by: Hosmer

First Reading:

Second Reading:

COUNCIL BILL 2019- 196

SPECIAL ORDINANCE

AN ORDINANCE

1 AMENDING Special Ordinance 27186 and Special Ordinance 27187, for the
2 purpose of reflecting the final assessed valuation of real and personal
3 property; levying a tax on said real and personal property for current
4 expenses and debt retirement of the City of Springfield, Missouri, and
5 its boards and agencies for Fiscal Year 2019-2020; and declaring an
6 emergency.
7 _____

8
9 WHEREAS, on June 3, 2019, City Council adopted Special Ordinance 27186,
10 which established the budget for Fiscal Year 2019-2020; and

11
12 WHEREAS, on June 3, 2019, City Council adopted Special Ordinance 27187
13 which established a preliminary tax levy for Fiscal Year 2019-2020, subject to changes
14 necessary to accurately reflect the final determination of the Greene County Assessor
15 ("Assessor") of the assessed valuation of all real and personal property subject to the
16 levy; and

17
18 WHEREAS, the Assessor has now made their final determination of the
19 assessed valuation for the City of Springfield; and

20
21 WHEREAS, the City is required to set the final property tax levies by September
22 1, 2019; and

23
24 WHEREAS, it is reasonable and appropriate to adjust the ad valorem property
25 tax levy to accurately reflect the determination of the Assessor of the final assessed
26 valuation.

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

30
31 Section 1 – The ad valorem property tax rates set forth in Special Ordinance
32 27187, adopted by City Council on June 3, 2019, are hereby adjusted to reflect the
33 determination of the Assessor of the final assessed valuation of real and personal

property and the State Auditor's determination as to the rate of the tax levies. Both Special Ordinance 27186 and 27187 are hereby amended to accomplish this purpose.

Section 2 – There is hereby levied for Fiscal Year 2019-2020, which runs from July 1, 2019, through June 30, 2020, a tax upon the valuation of all real and personal property, subject to taxation, within, or having its taxable status within the corporate limits of the City of Springfield, Missouri, and upon the valuation of all property in the City of Springfield, Missouri, subject to taxation, and assessed to any railroad, telegraph, telephone, street, railway, or bridge company according to the last assessed valuation of the said properties of such companies fixed, for the following purposes:

(a) For municipal purposes, as authorized by Article X, Section 4(b), of the Constitution of the State of Missouri and approved by the voters of the City of Springfield, a rate of \$0.2636.

(b) For the establishment and maintenance of public parks in the City of Springfield, for the aforesaid Fiscal Year, a rate of \$0.1847.

(c) For maintenance and operation of public health service in the City of Springfield, Missouri, for the aforesaid Fiscal Year, a rate of \$0.1259.

(d) For the establishment and maintenance of an art museum in the City of Springfield, for the aforesaid Fiscal Year, a rate of \$0.0387.

Section 3 – The levies listed in Section 2 are estimated based on the assessed valuation provided by the Greene County Clerk. City Council authorizes the Director of Finance to set each levy in an amount equal to the levy authorized by the State Auditor.

Section 4 – City Council finds that the Director of Finance of the City has presented to the City Council the following information:

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

SOURCE	2018 VALUATION	2019 VALUATION
Real Estate	\$2,437,431,679	\$2,592,007,001
State Assessed Utilities	22,686,661	23,605,519
Personal Property	<u>569,646,373</u>	<u>584,566,294</u>
Total	<u>\$3,029,764,713</u>	<u>\$3,200,178,814</u>

(b) The amount of revenue required to be produced from the property tax is \$21,414,121.

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

<u>PURPOSE</u>	<u>PROPOSED TAX LEVY</u>	<u>ESTIMATED REVENUE</u>
Art Museum	\$0.0387	\$1,352,140
Public Parks	\$0.1847	\$6,453,235
Public Health	\$0.1259	\$4,398,821
Municipal Purposes	<u>\$0.2636</u>	<u>\$9,209,925</u>
Total	<u>\$0.6129</u>	<u>\$21,414,121</u>

Section 5 – City Council finds that proper notice was given pursuant to “Exhibit A,” which is attached hereto and incorporated herein by this reference, containing the information set forth in Section 2 above and a public hearing has been held regarding the proposed rates of taxes.

Section 6 – Within such time so as to permit the aforesaid taxes to be extended upon the assessment books, the levies so established herewith shall be certified by the City Clerk to the Director of Finance and to the County Collector of Greene County, Missouri, who shall proceed to extend the aforesaid taxes for the year upon the assessment books, in appropriate columns.

Section 7 – City Council hereby finds and declares that an emergency exists in that this Ordinance relates to the fixing of tax rates and may be passed as a one-reading ordinance pursuant to City Charter Section 2.12(5). 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: A. Schaefer, W. W. W. W., Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2019-196

ORIGINATING DEPARTMENT: Finance

FILED: 08-20-19

PURPOSE: Amending Special Ordinance 27186 and Special Ordinance 27187, for the purpose of reflecting the final assessed valuation of real and personal property; levying a tax on said real and personal property, for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies for Fiscal Year 2019-2020; and declaring an emergency.

BACKGROUND: The tax levy set in June 2019 was preliminary, based on the levies in the previous year and the estimated assessed valuation. Special Ordinance 27187 stated the tax levies may be adjusted based on the final assessed valuation, and the levies authorized by the State Auditor. The certified levies from the State Auditor take into account the growth in assessed valuation, new construction, and constitutional limitations commonly known as the "Hancock Amendment." The calculation under the Hancock Amendment limits the increase in tax revenue to the lesser of the growth in assessed value, or the increase in the consumer price index ("CPI"). Therefore, when calculating the levy, revenue growth is limited to 1.90 percent.

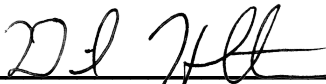
The total tax levy for the City of Springfield for 2019 is \$0.6129.

The City has received the final assessed valuation and levies from the County Assessor. The levies are subject to final certification by the State Auditor. This Ordinance authorizes a maximum levy and permits the Director of Finance to set the final levies in accordance with those established by the State Auditor.

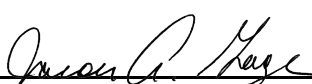
An emergency is requested in accordance with City Charter Section 2.12(5) in order to meet the deadlines set by State Law that require the municipalities to set tax levies by September 1. This action is required to meet that deadline.

Submitted by:

Approved by:



David Holtmann
Director of Finance



Jason Gage
City Manager

CITY OF SPRINGFIELD
PUBLIC HEARING NOTICE

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

DATE AND TIME: August 26, 2019 at 6:30 P.M.

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

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

<u>SOURCE</u>	<u>VALUATION</u>
Real Property	\$2,592,007,001
State Assessed Utilities	23,605,519
Personal Property	<u>584,566,294</u>
Total	<u>\$3,200,178,814</u>

The proposed tax rates are expected to generate the amount of revenue listed below.

<u>FUND</u>	<u>TAX LEVY</u>	<u>YIELD</u>	<u>SURTAX</u>	<u>TOTAL</u>
Art Museum	\$ 0.0387	\$ 1,238,469	\$ 113,671	\$ 1,352,140
Public Parks	0.1847	5,910,730	542,505	6,453,235
Public Health	0.1259	4,029,025	369,796	4,398,821
Municipal Purposes	<u>0.2636</u>	<u>8,435,672</u>	<u>774,253</u>	<u>9,209,925</u>
Total	<u>\$ 0.6129</u>	<u>\$19,613,896</u>	<u>\$1,800,225</u>	<u>\$21,414,121</u>

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

Anita Cotter, City Clerk
City of Springfield, Missouri

One rdg. X
P. Hrngs.
Pgs. 6
Filed: 08-20-19

Sponsored by: Fisk

First Reading:

Second Reading:

COUNCIL BILL 2019- 197

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to execute a First Supplemental
2 Agreement to the Airport Aid Agreement between the City of
3 Springfield and the Missouri Highways and Transportation
4 Commission, providing for a grant of funds under Section 305.230,
5 RSMo, to the City, by and through the Springfield-Branson National
6 Airport Board of \$885,896, to pay for Phase Two of the General
7 Aviation Apron Reconstruction at Springfield-Branson National
8 Airport; amending the budget of the Airport Board in the amount of
9 \$984,330, which includes matching funds of \$98,434, from the Airport
10 Board; and declaring that this bill qualifies for approval in one
11 reading.
12
13

14 WHEREAS, the City, by and through the Airport Board has applied to the
15 Missouri Highways and Transportation Commission ("MHTC") for a grant of funds under
16 section 305.230, RSMo; and
17

18 WHEREAS, the MHTC has previously awarded grants to the City to fund the
19 design and construction of the redevelopment project described in the Missouri
20 Highways and Transportation Commission Airport Aid Agreements which were
21 accepted by City Council; and
22

23 WHEREAS, the MHTC has agreed to award funds in the amount of \$885,896, to
24 the City with the understanding that such funds will be used in conjunction with
25 matching funds provided by the Airport Board of \$98,434, to fund Phase Two of the
26 General Aviation Apron Reconstruction as described in the Agreement; and
27

28 WHEREAS, the MHTC and the City desire to enter into an Agreement to govern
29 the terms of this grant.
30

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

33
34 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
35 execute an Agreement between the City and MHTC, said Agreement to be substantially
36 in form and content as that document attached hereto and incorporated herein by this
37 reference as “Exhibit A.”
38

39 Section 2 – City Council hereby amends the Fiscal Year 2019-2020 budget for
40 the Airport Board in the accounts and in the amounts as shown on Budget Adjustment
41 No. 0007, a copy of which is attached hereto and incorporated herein by this reference
42 as “Exhibit B.”
43

44 Section 3 – City Council hereby finds that the budget adjustment made above
45 has been recommended by the City Manager and further finds that the budget
46 adjustment herein is necessary to meet the need for relevant public expenditure.
47

48 Section 4 – City Council hereby directs the City Manager to cause the
49 appropriate accounting entries to be made in the books and records of the City. In the
50 event additional funding is provided under this grant by the grantor, the Director of
51 Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20
52 percent of the total grant sum of \$885,896.
53

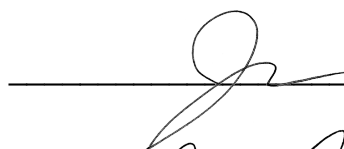
54 Section 5 – City Council hereby finds and declares that this Ordinance authorizes
55 entering a contract with a state or federal government agency for the purpose of
56 receiving grant monies from the same and may be passed as a one-reading ordinance
57 pursuant to City Charter Section 2.16(25). Therefore, this Ordinance shall be in full force
58 and effect from and after passage.
59

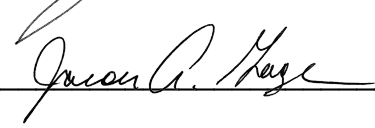
60 Passed at meeting: _____
61

62 _____
63 Mayor
64

65 Attest: _____, City Clerk
66
67

68 Filed as Ordinance: _____
69

70
71 Approved as to form:  _____, Assistant City Attorney
72

73
74 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-197

FILED: 08-20-19

ORIGINATING DEPARTMENT: Airport

PURPOSE: Authorizing the City Manager, or his designee, to execute a First Supplemental Agreement to the Airport Aid Agreement 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 of \$885,896, to pay for Phase Two of the General Aviation Apron Reconstruction at Springfield-Branson National Airport; amending the budget of the Airport Board in the amount of \$984,330, which includes matching funds of \$98,434, from the Airport Board; and declaring that this bill qualifies for approval in one reading.

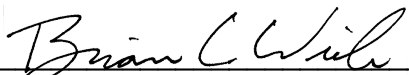
BACKGROUND INFORMATION: On August 27, 2012, City Council accepted a grant in the amount of \$310,606, from the Missouri Highways and Transportation Commission ("MHTC") for the purpose of funding the design phase of the General Aviation Reconstruction Project. The Airport Board provided matching funds in the amount of \$34,512. On March 10, 2014, City Council accepted a grant in the amount of \$5,090,060, from the MHTC for the purpose of funding the first phase of construction of the project. The Airport Board provided matching funds in the amount of \$565,563. Phase one of the project was completed March 2015.

The Airport leased its last hangar spot adjacent to the apron in December 2018. On January 17, 2019, the Airport Board applied for a grant from the MHTC for the purpose of funding Phase Two of the General Aviation Apron Reconstruction Project. Pursuant to the terms and conditions expressed in the Airport Aid Agreement, which is attached as "Exhibit A," and if approved, the Airport Board shall be required to provide matching funds in the amount of \$98,434, to help complete the project.

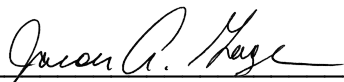
REMARKS: The Airport Board recommends that the City accept this grant.

Submitted by:

Approved by:



Brian C. Weiler, Director of Aviation



Jason Gage, City Manager

Exhibit A

CCO Form: MO03
Approved: 7/94 (MLH)
Revised: 03/17 (MWH)
Modified:

Project No.: AIR 196-092A-1

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FIRST SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT

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

WITNESSETH:

WHEREAS, the parties entered into an Airport Aid Agreement executed by the Sponsor on April 9, 2019, and executed by the Commission on April 19, 2019 (hereinafter, "Original Airport Aid Agreement") under which the Commission granted the sum of Forty-Six Thousand Two Hundred One Dollars (\$46,201) to the Sponsor to assist in specified Design and Construct Phase 2 General Aviation Apron; and

WHEREAS, the Commission previously approved funds for this project; and

WHEREAS, the level of funding originally approved is not sufficient to cover costs associated with this project; and

WHEREAS, the Commission has sufficient funds to increase the grant amount for this project.

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

(1) ADDITIONAL GRANT: The Commission hereby grants to the Sponsor an additional sum of Eight Hundred Eighty-Five Thousand Eight Hundred Ninety-Six Dollars (\$885,896) for this project. The Sponsor shall provide matching funds of not less than Ninety-Eight Thousand Four Hundred Thirty-Four Dollars (\$98,434) toward the project in addition to those previously committed by the Sponsor in the Original Agreement.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this First Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and the unaltered terms of the Original Agreement shall extend and apply to this Supplemental Agreement.

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

CITY OF SPRINGFIELD

Title _____

By _____
Title _____

Attest:

Attest:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____
(if applicable)

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
0007

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51040	01	42010	416020	102697		885,896	MODot Airport Aid Agreement
51040	01	42010	417010	102697		98,434	Transfer From Other Funds - Local Match
Net Revenue Adjustment						984,330	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51040	01	42010	509110	102697		984,330	Construction of Phase 2 General Aviation Apron
51150	01	46010	502430	102697		(98,434)	Reserve Appropriation
51150	01	46010	509910	102697		98,434	Transfer From Other Funds - Local Match
Net Expenditure Adjustment						984,330	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2019-20 budget, appropriating Missouri Highways and Transportation Commission grant funds for phase two of the General Aviation Apron Reconstruction Project.

Requested By:

Brian C. White 8/21/19
Department Head Date

Approved By:

DD Holt 8/21/19
Director of Finance Date

Authorization:

Council Bill No. 2019-197
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hmgs. _____
Pgs. 11
Filed: 08-20-19

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019-198

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Division Street and Commercial
2 Street Intersection Improvement Project; accepting the bid of A.T.
3 Urban Development, Inc., in the amount of \$212,891.00, for the
4 project; and authorizing the City Manager, or his designee, to enter into
5 a contract with such bidder.
6 _____
7

8 WHEREAS, the Division Street and Commercial Street Intersection Improvement
9 Project ("Project"), generally referred to as Plan No. 2017PW0034, primarily entails the
10 improvement of the intersection geometry to a 90-degree angle, reconstructs the
11 American with Disabilities Act ("ADA") ramps and sidewalks and adjusts existing
12 driveway access as shown on "Exhibit A," which is attached hereto and incorporated
13 herein by this reference; and
14

15 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
16 *Events* from July 15, 2019, through July 19, 2019, and all bids were opened on August
17 6, 2019; and
18

19 WHEREAS, A.T. Urban Development, Inc., is the lowest responsive and
20 responsible bidder for the Project.
21

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

25 Section 1 – City Council hereby approves the plans and specifications for the
26 Project generally referred to as Plan No. 2017PW0034, and accepts the bid of A.T.
27 Urban Development, Inc., for said Project, at the price and sum of \$212,891.00, except
28 as said sum may be lawfully increased or decreased by the actual quantities of work
29 units involved.
30

31 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
32 a contract with said bidder, said contract to be in substantially similar form to the

document attached hereto, and incorporated herein by this reference, as "Exhibit B," and in accordance with the terms of the bid, the plans, and the specifications.

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

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

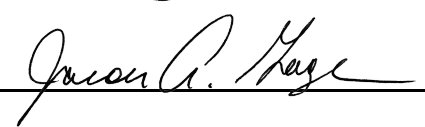
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019-198

FILED: 08-20-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for the Division Street and Commercial Street Intersection Improvement Project; accepting the bid of A.T. Urban Development, Inc., in the amount of \$212,891.00, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: This safety project consists of improving the existing intersection geometry of Division Street to a standard three-lane street and reconstructing Commercial Street to intersect Division Street at a 90-degree angle, as shown on Exhibit A. In addition to the geometric improvements, this project addresses access management by removing three existing driveways on Division Street and reconstructs the American with Disabilities Act, ("ADA") ramps and sidewalk on the project.

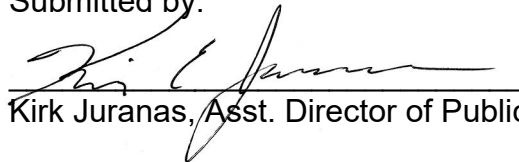
Bids were solicited for this project by advertising in the *Daily Events* from July 15, 2019, through July 19, 2019. Bids were opened August 6, 2019, at 10:30 a.m., with the following bids received:

<u>Contractor</u>	<u>Bid Amount</u>
A.T. Urban Development, Inc.	\$ 212,891.00
Hunter Chase & Associates, Inc.	\$ 227,309.00
Engineer's Estimate	\$ 231,222.00

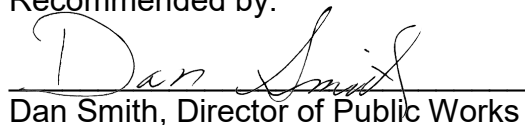
The low bid, if accepted, will be funded from the 1/8-cent Transportation Sales Tax Turning Lane and Safety Improvement Program and is already budgeted.

REMARKS: Public Works recommends acceptance of the bid of A.T. Urban Development, Inc., as the lowest responsible bid and passage of this Ordinance.

Submitted by:


Kirk Juranas, Asst. Director of Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:


Jason Gage, City Manager

EXHIBIT A

DIVISION STREET AND COMMERCIAL STREET INTERSECTION IMPROVEMENTS

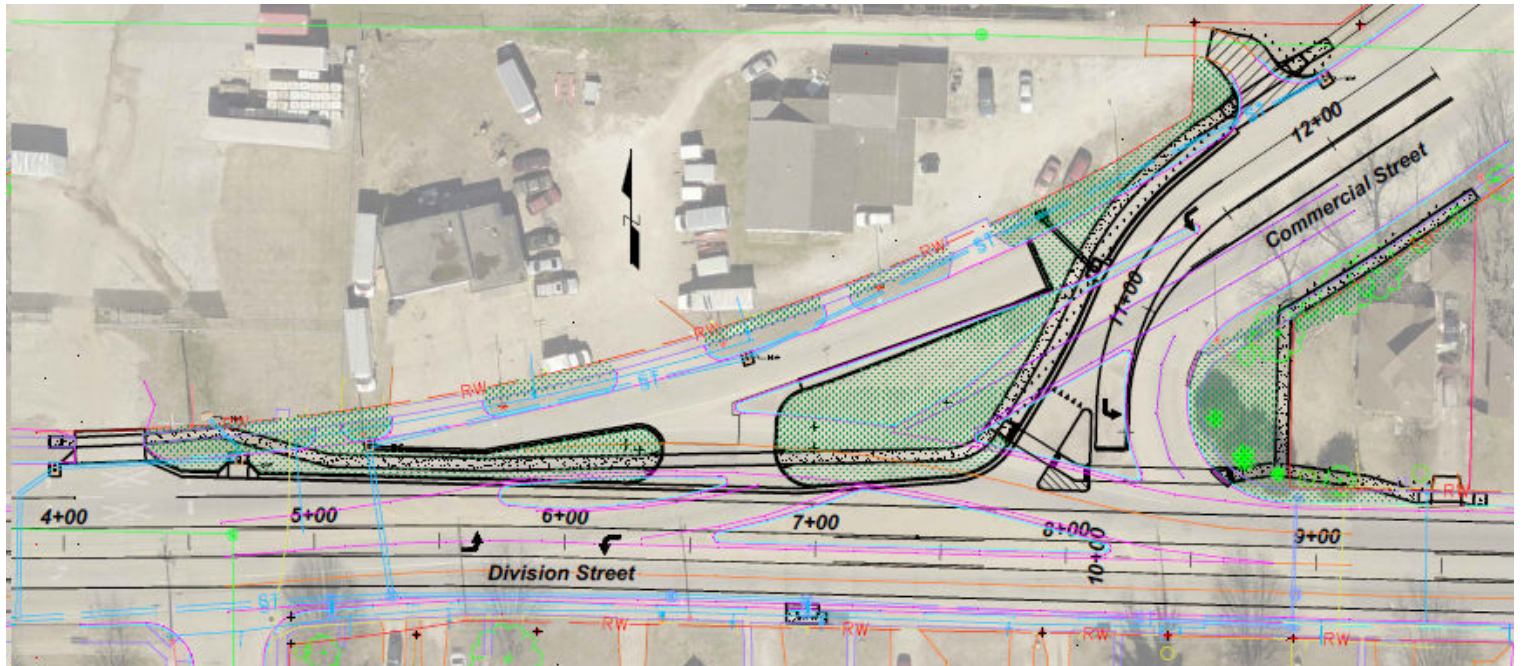


Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 874-1212 FAX: (417) 864-1983 ATTN: ERIC CLAUSSEN DEPT.: PUBLIC WORKS		NAME: A. T. URBAN DEVELOPMENT, INC. ADDRESS: 6891 HWY 125 SOUTH CHADWICK, MO 65629 PHONE: 417-634-0070 FAX: ATTN: RACHEL SMITH	

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Division Street and Commercial Street Intersection Improvements # 2017PW0034

The City and Contractor agree to the following:

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

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the

Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

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

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Sixty-Five Three Hundred Thirty and no/100 Dollars (\$2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty-Nine Seven Hundred Ninety-Nine and no/100 Dollars (\$429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty-Five Three Hundred Thirty and no/100 Dollars (\$2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty-Nine Seven Hundred Ninety-Nine and no/100 Dollars (\$429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

f. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of \$ Two hundred twelve thousand eight hundred ninety-one dollars (\$212,891.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

5. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

6. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of **\$1000** per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

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

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

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

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

12. Liability and Indemnity.

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

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

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

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

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

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

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

13. Attorney Fees. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

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

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **\$ Two hundred twelve thousand eight hundred ninety-one dollars (\$212,891.00)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

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

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (07-01-18 Revised Edition)
- e. Special Conditions & Provisions
- f. Proposal
- g. Statement of Bidder's Qualifications
- h. Acknowledgment
- i. Performance Bond
- h. Payment and Material Bond
- k. Instructions to Bidders
- l. Non-collusion Affidavit
- m. Notice to Proceed

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

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

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

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

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall

include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

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

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

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

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

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

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

23. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

24. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

25. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

27. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

28. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

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

REVIEWED BY:

CONTRACTOR:

RECOMMENDED BY:

By: _____

Printed Name: _____

Title: _____

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

CITY OF SPRINGFIELD, MISSOURI

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

By: _____
City Manager or his/her designee

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 08-20-19

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 199

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fee Schedule for certain municipal services as provided in the
2 Springfield City Code, Chapter 2 'Administration,' Article VI 'Finances,'
3 Division 3 'Charges for Various Municipal Services,' Section 2-425,
4 'Fees for city services; license and inspection fees' by amending the
5 fee schedule for the Department of Building Development Services, in
6 order to eliminate the double fee charged for building or wrecking
7 permits required by dangerous building proceedings.
8
9

10 WHEREAS, the Fee Schedule adopted by General Ordinance 6529 on May 20,
11 2019, included a schedule of fees for the Department of Building Development Services
12 ("BDS Fee Schedule"); and
13

14 WHEREAS, said BDS Fee Schedule assessed two times the usual building or
15 wrecking permit fee for permits required by dangerous building proceedings and after
16 the issuance of a legal notice of violation; and
17

18 WHEREAS, the City wishes to encourage the repair or demolition of dangerous
19 buildings to create safer neighborhoods, and a double permit fee is a disincentive to
20 property owners to repair or demolish dangerous buildings.
21

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

25 Section 1 – City Council hereby amends the schedule of fees for the Department
26 of Building Development Services to the fees listed on "Exhibit A," which is attached
27 hereto and incorporated herein by this reference, and a copy of which shall be
28 maintained on file with the City Clerk, pursuant to Springfield City Code. Fees and
29 charges included in "Exhibit A" are hereby amended and approved, and City officials are
30 authorized to charge the fees shown on "Exhibit A."
31

32 Section 2 – Any City-imposed fees or charges not specifically included in "Exhibit
33 A" shall remain unchanged.

34
35 Section 3 – This Ordinance shall be in full force and effect, and the fee
36 amendment shall be effective, from and after passage.
37

38 Passed at meeting: _____
39

40 _____
41 Mayor
42

43 Attest: _____, City Clerk
44

45 Filed as Ordinance: _____
46

47
48 Approved as to form: Rhonda Lewode, City Attorney
49

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

EXPLANATION TO COUNCIL BILL 2019 -199

FILED: 08-20-19

ORIGINATING DEPARTMENT: Law

PURPOSE: Amending the Fee Schedule for certain municipal services as provided in the Springfield City Code, Chapter 2 'Administration,' Article VI 'Finances,' Division 3 'Charges for Various Municipal Services,' Section 2-425, 'Fees for city services; license and inspection fees' by amending the fee schedule for the Department of Building Development Services, in order to eliminate the double fee charged for building or wrecking permits required by dangerous building proceedings.

BACKGROUND INFORMATION: The annual schedule of fees for municipal services was adopted by General Ordinance 6529 on May 20, 2019. General Ordinance 6529 included a schedule of fees for the Department of Building Services ("BDS Fee Schedule"). The BDS Fee Schedule assessed two times the usual building or wrecking permit fee for permits required by dangerous building proceedings and after the issuance of a legal notice of violation for both commercial and residential property.

The City has been seeking effective ways to deal with dangerous buildings. Assessing a double fee for permits to repair or demolish dangerous buildings does not eliminate dangerous buildings and could act as a disincentive for property owners to improve or demolish dangerous buildings. Additionally, many rental properties recently entered the local real estate market and are in poor condition that may qualify them as dangerous buildings. Assessing a double fee against property owners who purchase these properties acts as a penalty against their efforts to improve the properties, although these owners did not own the properties at the time the properties fell into disrepair.

Councilmember Ferguson requested that staff draft this Ordinance to eliminate the doubling of the fee for wrecking and building permits required by dangerous building proceedings. If this Ordinance is adopted, a permit fee for wrecking and building permits for dangerous buildings will still be required, but the fee will not be doubled.

Submitted by:


Rhonda Lewsader, City Attorney

Approved by:

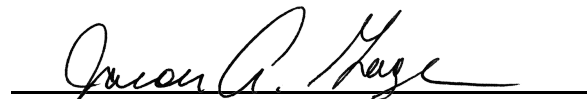

Jason Gage, City Manager

Exhibit A

BUILDING DEVELOPMENT SERVICES CITY OF SPRINGFIELD

COMMERCIAL CONSTRUCTION

NEW BUILDINGS AND ADDITIONS:

To calculate the building permit fee you will need the following minimum information:

*Use Group

*Construction Type

Gross Floor Area of Building or Addition (square footage)

Gross Area Modifier = **85**

(*Type of Construction Factor will be from a matrix of numbers based on Use Group and Construction Type as established by the [2009 IBC FEE CALCULATION DATA](#), and as amended by adoption of this Fee Ordinance. Copies are available from Building Development Services.)

Gross area (Sq Ft) of the building or addition **x** Gross area Modifier (**85**) **x** Type of Construction Factor = **Construction Factor** used to calculate the building permit fee.

1 st 50,000 of Construction Factor x .005	= Permit Fee	A	+
2 nd 50,000 of Construction Factor x .004	= Permit Fee	B	+
3 rd 50,000 of Construction Factor x .003	= Permit Fee	C	+
Remaining amount x .0015	= Permit Fee	D	
Total of A + B + C + D		= Building Permit Fee (minimum of \$157.00 , whichever is greater)	

INFILLS AND RENOVATIONS:

The **Construction Factor** will be calculated in the same manner as a New Building or Addition, except the Type of Construction Factor is **.30** and then the above formula will be used to calculate the Building Permit Fee.

Gross area (Square Feet) involved in the renovation only **x** Gross area Modifier (**85**) **x** **.30** = **Construction Factor** used to calculate the building permit fee.

COMMERCIAL SHELL BUILDINGS:

A "Shell Building" with no defined tenant infill spaces, has been added as a sub-category to the "Business" Use Group, and the "Type of Construction Factor" has been established similar to an S-1, Storage, Moderate Hazard Use. This will reduce the permit fee for the Shell Building to a more comparable complexity of construction.

ASSOCIATED FEES:**(PLEASE NOTE PLAN REVIEW AND TECHNOLOGY FEES ARE NON-REFUNDABLE)****COMMERCIAL PLAN REVIEW FEE**

75% of Building Permit Fee, or minimum of **\$410.00** for Projects which Require Review by Multiple City Departments. Minimum **\$239.00** for Projects which require review by BDS and City Utilities only.
No Plan Review Fee shall be required for work that is minor in nature in accordance with Section 36.1234.

COMMERCIAL PROVISIONAL (PHASE APPROVAL) PERMIT FEE

30% of the calculated Building Permit Fee or minimum of **\$157.00** whichever is greater. This fee is charged in addition to the normal permit fee.

POST-PERMIT FEES (CHANGE ORDERS, ADDENDA, REVISIONS, ETC) FOR EACH OCCURENCE

New Construction, Additions, Infills or Remodels	PLAN REVIEW FEE	\$50.00
--	------------------------	----------------

TECHNOLOGY FEE

17% of the calculated Building Permit Fee, or minimum of **\$45.00**, whichever is greater.
(Not applicable if Plan Review is not Applicable).

CERTIFICATE OF OCCUPANCY FOR CHANGE OF USE PERMIT FEE	\$ 30.00
--	-----------------

CERTIFICATE OF OCCUPANCY FOR CHANGE OF OWNERSHIP/TENANT, APPLICABLE TO "A" USE GROUPS	
PERMIT FEE	\$ 30.00

PENALTY FEE FOR STRUCTURE OCCUPIED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY	\$250.00
---	-----------------

CERTIFICATE OF APPROPRIATENESS (FOR WORK AS DESCRIBED, NOT REQUIRING A BUILDING PERMIT) \$ 25.00
(If the scope of work requires a Building Permit, this special permit fee will not be required)

STORMWATER DETENTION PERMIT FEE	\$157.00
--	-----------------

COMMERCIAL MECHANICAL, ELECTRICAL AND PLUMBING PERMIT FEES ASSOCIATED WITH A BUILDING PERMIT:

40% of the Building Permit Fee, or minimum of **\$155.00** whichever is greater.

COMMERCIAL GAS PERMIT FEE	\$157.00
----------------------------------	-----------------

COMMERCIAL AIR TEST ONLY PERMIT FEE	\$157.00
--	-----------------

COMMERCIAL MECHANICAL, ELECTRICAL AND PLUMBING PERMIT FEES WHICH ARE NOT ASSOCIATED WITH A BUILDING PERMIT:

PERMIT FEE	\$157.00
-------------------	-----------------

MECHANICAL REFRIGERATION (COOLER) PERMIT FEE	\$ 25.00
---	-----------------

COMMERCIAL EXHAUST HOOD PERMIT FEE	\$ 25.00
---	-----------------

COMMERCIAL FIRE SPRINKLER SYSTEM WHEN CALCS ARE REQUIRED BY NFPA 13/13R OR DESIGNER OF RECORD:

NEW OVERHEAD FIRE SPRINKLER SYSTEM FIS PERMIT FEE	\$157.00
MODIFICATIONS TO EXISTING OVERHEAD SYSTEM PERMIT FEE	\$157.00
PLAN REVIEW FEE	\$239.00 (Applicable to Overhead only)
TECHNOLOGY FEE	\$ 50.00 (Applicable to Overhead FIS not associated with Building Permit)
NEW UNDERGROUND SYSTEM FIS PERMIT FEE	\$157.00

COMMERCIAL FIRE SPRINKLER ALTERATIONS/MODIFICATIONS WHEN NO CALCS ARE REQUIRED BY NFPA 13/13R OR DESIGNER OF RECORD. (No Plan Review or Technology Fee will be applied)

MODIFICATIONS TO EXISTING OVERHEAD SYSTEM PERMIT FEE	\$ 25.00
HOOD SUPPRESSION FIS PERMIT FEE	\$ 25.00

COMMERCIAL SIGNS:

PERMIT FEE (DETACHED)	\$226.00 (New installation or alteration of any kind)
PLAN REVIEW FEE (DETACHED)	\$100.00
TECHNOLOGY FEE (DETACHED)	\$ 38.00
PERMIT FEE (WALL)	\$ 76.00
PLAN REVIEW FEE (WALL)	\$ 50.00
TECHNOLOGY FEE (WALL)	\$ 13.00
TEMPORARY SIGN/BANNER PERMIT FEE	\$ 25.00/per 30 day period displayed

COMMUNICATION TOWERS: (Including Antenna upgrades and/or collocates)

PERMIT FEE	\$157.00
PLAN REVIEW FEE	\$239.00
TECHNOLOGY FEE	\$ 50.00

COMMERCIAL FLOODPLAIN DEVELOPMENT:

PERMIT FEE	\$157.00
PLAN REVIEW FEE	\$ 75.00
TECHNOLOGY FEE	\$ 50.00

Technology Fee will not be applied if Floodplain Permit is associated with a Building Permit.

COMMERCIAL PARKING LOT AS STAND ALONE FACILITIES:

PERMIT FEE	\$157.00
PLAN REVIEW FEE	\$239.00
TECHNOLOGY FEE	\$ 50.00

COMMERCIAL WRECKING PERMIT FEE**\$157.00****COMMERCIAL BOARDED UP BUILDING PERMIT FEE****\$200.00/per 180 days****COMMERCIAL FENCE PERMIT FEE**

Fence 6 ft or less in height (Site Plan Review only)

NO COST PERMIT REQUIRED

Fence greater than 6 ft in height (Site and Structural Review)

\$ 50.00**VENDOR SITE PERMIT FEE****\$157.00****MISCELLANEOUS FEES****COMMERCIAL RE-SUBMITTAL PLAN REVIEW FEE (Prior to Permit issuance)**

\$250.00 for 4th submittal. \$500.00 for 5th and each submittal thereafter. If the Re-Submittal of the design documents is due solely to an error or omission by the City no additional fee or penalty will be assessed.

The Penalty Fee for failure to submit Change Orders/Field Directives for review PRIOR to work performed after permit issuance: **\$250.00 for the 1st infraction, \$500.00 for each infraction thereafter.** This penalty fee covers those instances in which changes in the design are made in the field prior to Plan Revisions being submitted to the Department of Building Development Services. This penalty fee is not applicable to aesthetic changes.

RE-INSPECTION FEES:After the 1st Re-Inspection**\$100.00**After the 2nd and 3rd Re-Inspection**\$200.00 /each**After 4th Re-inspection and each additional Re-Inspection**\$500.00/each**

Re-Inspections are defined as:

- 1 – Work not ready for requested inspection, i.e: work not installed or constructed when Inspector arrives on site.
- 2 – Re-Inspecting previously inspected work that has not been corrected.
- 3 – Jobsite not accessible after 2nd attempt when contractor has control of access.
- 4 – Failure to have a set of Approved Plans and Specs on site: 1st time = warning; 2nd time and all future times, Re-Inspection Fee will be assessed.
- 5- Calling for Inspection when work has been done but not in substantial conformance with the adopted codes or approved plans. This penalty fee covers those instances in which changes in the design are made in the field prior to plan revisions being submitted to the Department of Building Development Services. This penalty fee is applicable to aesthetic changes.

AFTER HOURS OR OVERTIME INSPECTION FEES:**\$ 45.00 per hour (minimum 2 hours)****PENALTY FEE FOR WORK DONE WITHOUT A PERMIT:**

The required **Permit Fee x 2 + \$200.00**. This penalty fee does not apply to emergency work performed when City Offices are closed. Contractor must obtain applicable permit next open business day after the work is performed.

BUILDING OR WRECKING PERMIT REQUIRED BY DANGEROUS BUILDING PROCEEDINGS AND AFTER THE ISSUANCE OF A LEGAL NOTICE OF VIOLATION: **Required BLD or WRK Permit fee**

PERMITS REQUIRED BY ZONING ORDINANCE:

Unless specifically identified elsewhere in this Schedule, all Permits, Plan Reviews, Site Plan Reviews or Approvals provided by the Department of Building Development Services as listed in Chapter 36, Article III, known as the Land Development Code in Article I, the Zoning Ordinance, shall be assessed a fee equal to the minimum Building Permit Fee and/or minimum Plan Review Fee.

REUNDS: Permit fees for Projects that are abandoned before being started or inspected shall be refunded, less a **\$25.00** Processing Fee, provided the request is made within 180 days of the date of issuance of the permit. If in the opinion of the Director of Building Development Services, a situation develops that would warrant a refund beyond these limits, the Director shall be authorized to refund up to 90% of any fee listed in this Schedule of Fees.

**BUILDING DEVELOPMENT SERVICES
CITY OF SPRINGFIELD**

NEW RESIDENTIAL BUILDINGS AND ADDITIONS:

To calculate the building permit fee you will need the following minimum information:

*Type of Construction Factor = **1.02 multiplied by 0.38**

Finished Living Area Square Footage (excludes garage and unfinished basement)

Use Group = **R-3 and IRC 2012**

(*Type of Construction Factor will be from a matrix of numbers based on Use Group and Construction Type as established by the JULY 2009 IBC FEE CALCULATION DATA, and as amended by adoption of this Fee Ordinance. A copy is available from Building Development Services.)

Finished Living Area Square Footage x Gross Area Modifier (**85**) x Type of Construction Factor (**1.02 x 0.38**) =
Construction Factor used to calculate Building Permit Fee:

1 st 50,000 of Construction Factor x 0.004	= Permit Fee	A	+
2 nd 50,000 of Construction Factor x 0.003	= Permit Fee	B	+
3 rd 50,000 of Construction Factor x 0.002	= Permit Fee	C	+
Remaining amount x .001	= Permit Fee	D	
Total of A + B + C + D	= Building Permit Fee		
(minimum of \$126.00 , whichever is greater)			

RESIDENTIAL GARAGE ADDITION (ATTACHED OR DETACHED), HOME ADDITION OR ACCESSORY STRUCTURE PERMIT FEE:

Square Feet x (**85**) x (**1.02**) x (**0.38**) = **Construction Factor** used to calculate Building Permit Fee.

RESIDENTIAL MECHANICAL, ELECTRICAL, AND PLUMBING PERMIT FEE

40% of the Building Permit Fee, or minimum of **\$ 95.00**, whichever is greater

RESIDENTIAL GAS PERMIT FEE **\$ 91.00**

RESIDENTIAL AIR TEST ONLY GAS PERMIT FEE **\$ 40.00**

RESIDENTIAL MECHANICAL, ELECTRICAL, AND PLUMBING PERMIT FEES WHICH ARE NOT ASSOCIATED WITH A BUILDING PERMIT **\$ 91.00**

RESIDENTIAL MECHANICAL FURNACE AND / OR AIR CONDITIONER CHANGE OUTS: **\$ 40.00**

RESIDENTIAL PLUMBING WATER HEATER CHANGE OUTS: **\$ 40.00**
 (Change outs are like for like replacements only, unless specifically approved by the Director of Building Development Services)

RESIDENTIAL ELECTRICAL SERVICE REPAIRS PERMIT FEE: **\$ 40.00**

CERTIFICATE OF APPROPRIATENESS (FOR WORK AS DESCRIBED, NOT REQUIRING A BUILDING PERMIT)
 (If the scope of work requires a Building Permit, this Special Permit Fee will not be required) **\$ 25.00**

RESIDENTIAL LAWN SPRINKLER SYSTEM, BACKFLOW PREVENTER INSTALLATION PLUMBING PERMIT FEE **\$ 91.00**

WRECKING PERMIT FEE **\$126.00**

BOARDED UP BUILDING PERMIT FEE **\$200.00/per 180 days (6 months)**

FENCE PERMIT FEE
 Fence 6 ft or less in height (Site Plan Review only) **NO COST PERMIT**
 Fence greater than 6 ft in height (Site and Structural Review Required) **\$ 50.00**

SWIMMING POOL PERMIT FEE **\$126.00**
 (Site Plan Approval and Signed Agreement Required)

FAMILY HOME DAY CARE INSPECTION PERMIT FEE: **\$126.00**

RESIDENTIAL WHEEL CHAIR RAMP PERMIT FEE **NO COST PERMIT**
 (Site Plan and Elevation Slope Approval Required)

RESIDENTIAL HOUSE MOVING PERMIT FEE **\$126.00**

RESIDENTIAL FOUNDATION / REPAIR FOR MOVED STRUCTURE PERMIT FEE **\$126.00**

MISCELLANEOUS FEES

RE-INSPECTION FEES:
 After the 1st Re-Inspection **\$100.00**
 After the 2nd and 3rd Re-Inspection **\$200.00 /each**
 After 4th Re-inspection and each additional Re-Inspection **\$500.00/each**

Re-Inspections are defined as:

- 1 – Work not ready for requested inspection, i.e: work not installed or constructed when Inspector arrives on site
- 2 – Re-Inspecting previously inspected work that has not been corrected
- 3 – Jobsite not accessible after 2nd attempt when contractor has control of access
- 4 – Failure to have a set of Approved Plans and Specs on site: 1st time = warning; 2nd time and all future times, Re-Inspection Fee will be assessed.

Penalty for calling for inspection when work has been done but not in substantial conformance with the Adopted Codes or approved plans **\$250.00 for 1st time** per Project, **\$500.00 for each inspection thereafter.**

AFTER HOURS OR OVERTIME INSPECTION FEES:

\$45.00 per hour (minimum 2 hours)

PENALTY FEE FOR WORK DONE WITHOUT A PERMIT:

The required Permit Fee x 2 + \$200.00. This penalty fee does not apply to emergency work performed when City Offices are closed. Contractor must obtain applicable permit next open business day after the work is performed.

BUILDING OR WRECKING PERMIT REQUIRED BY DANGEROUS BUILDING PROCEEDINGS AND AFTER THE ISSUANCE OF A LEGAL NOTICE OF VIOLATION: **Required BLD or WRK Permit fee**

PERMITS REQUIRED BY ZONING ORDINANCE:

Unless specifically identified elsewhere in this Schedule, all Permits, Plan Reviews, Site Plan Reviews or Approvals provided by the Department of Building Development Services as listed in Chapter 36, Article III, known as the Land Development Code in Article I, the Zoning Ordinance, shall be assessed a fee equal to the minimum Building Permit Fee or minimum Plan Review Fee.

REFUNDS: Permit fees for Projects that are abandoned before being started or inspected shall be refunded, less a **\$25.00** Processing Fee, provided the request is made within 180 days of the date of issuance of the permit. If in the opinion of the Director of Building Development Services, a situation develops that would warrant a refund beyond these limits, the Director shall be authorized to refund up to 90% of any fee listed in this Schedule of Fees.

One-rdg. _____
P. Hrngs. _____
Pgs. 59
Filed: 08-20-19

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019-200

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with
2 Missouri Network Alliance, LLC, d/b/a Bluebird Network for the
3 purpose of sharing existing and future underground conduits at various
4 locations in City rights-of-way to expand the City's traffic management
5 fiber-optic communications network.
6 _____
7

8 WHEREAS, the City has the opportunity to cooperate with Missouri Network
9 Alliance, LLC, d/b/a Bluebird Network to co-locate fiber-optic cable in designated
10 existing and future underground conduit; and
11

12 WHEREAS, this cooperation of access to each other's conduit and rights-of-way
13 will enhance at reduced costs future expansion of the City's traffic management
14 network.
15

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

19 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
20 a "Conduit Sharing Agreement" with Missouri Network Alliance, LLC, d/b/a Bluebird
21 Network, said agreement to be in substantially the same form as "Exhibit A," which is
22 attached hereto and incorporated herein by reference as though fully set forth.
23

24 Section 2 – This Ordinance shall be in full force and effect from and after
25 passage.
26

27 Passed at meeting: _____
28
29
30

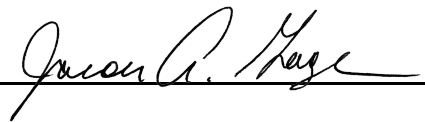
Mayor

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32 Attest: _____, City Clerk
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Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019-200

FILED: 08-20-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with Missouri Network Alliance, LLC, d/b/a Bluebird Network for the purpose of sharing existing and future underground conduits at various locations within City rights-of-way to expand the City's traffic management fiber-optic communications network.

BACKGROUND INFORMATION: The proposed agreement provides for the City and Bluebird to share space in certain City-owned underground conduits and in Bluebird Network ("Bluebird") conduits to be constructed along various roadways throughout the City. Bluebird is constructing a fiber-optic communications network in Springfield and has agreed to make available excess fibers to the City in exchange for access to specific existing City conduits, which are generally located on West Republic Road, South Campbell Avenue, East Primrose Street, and South Fremont Avenue.

In return, Bluebird agrees to furnish and install fiber-optic cable for the City in Bluebird conduit to be constructed on certain roadways, including Barnes Avenue, Cherry Street, East Division Street, and West Sunshine Street. Bluebird also agrees to install, or permit the City to install, City-owned fiber-optic cable in Bluebird conduit if, and when, Bluebird constructs certain additional routes generally located on East Battlefield Road, South Blackman Road, North Cedarbrook Avenue, West El Camino Alto Street, West Grand Street, North Jefferson Avenue, South Ventura Avenue, and West Walnut Street.

Benefits to the City include: (1) reduced initial construction costs; (2) shared maintenance and future improvement costs; (3) expanded communications coverage area for traffic management and traveler information services; (4) improved network performance; and (5) improved reliability through better connectivity and redundant routes back to the Transportation Management Center.

The City operates and maintains the multi-jurisdictional traffic communications network throughout the region with the Missouri Department of Transportation ("MoDOT"). MoDOT is executing its own agreement with Bluebird to share existing conduit in state rights-of-way along South Campbell Avenue (U.S. 160/Route 13), South Kansas Expressway (Route 13), and Kearney Street (Route 744); and expand our shared fiber-optic network in new Bluebird conduit along West Chestnut Expressway (Loop 44), South Glenstone Avenue (Business 65), and West Kearney Street (Route 744).

Supports the following 2019 City Council Priorities:

- Quality of Place
- Fiscal Sustainability and Accountability
- Economic Vitality

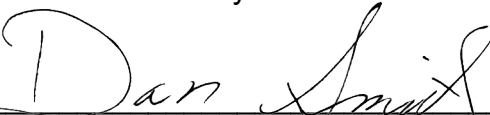
- Public Safety

REMARKS: Although the City will be responsible for ongoing operating and maintenance expenses related to its own fiber-optic infrastructure, there would be no initial capital expenses as a result of this agreement. This agreement would enhance the ability for the City and MoDOT to improve regional traffic management and traveler information. Public Works recommends approval of this Council Bill.

Submitted by:


Kirk Juranas, Assistant Director of Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:


Jason Gage, City Manager

Exhibit A

TRAFFIC COMMUNICATIONS CONDUIT SHARING AGREEMENT

THIS AGREEMENT is entered into by the City of Springfield, Missouri, a constitutional charter city, (hereinafter, "City") and Missouri Network Alliance LLC, (hereinafter, "Bluebird").

WITNESSETH:

WHEREAS, Bluebird is installing a fiber-optic network in Springfield, Missouri and has agreed to make available to City excess fibers at locations more fully described in "Exhibit 1" attached hereto; and

WHEREAS, the City has rights to certain conduit in Springfield, Missouri, and has agreed to make available portions of this conduit available to Bluebird at locations more fully described on "Exhibit 1" attached hereto; and

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

(1) SCOPE OF AGREEMENT:

a. This Agreement provides for the coordination of installing and maintaining, and the sharing of conduit space between the Parties at the locations and subject to the terms and conditions of "Exhibit 1," which is attached hereto and incorporated herein by this reference as though fully set forth herein. This Agreement does not involve any other locations or rights with respect to use of any City owned property or right-of-way. This Agreement does not replace or excuse the need to obtain any separate permits or licenses which may be required by City Code or any other City regulations. As described on "Exhibit 1," the City will permit Bluebird to utilize City's preexisting traffic system conduit to place Bluebird communication cable. In exchange for the privilege of utilizing the City's conduit space, Bluebird shall provide and install fiber optic cable and telecommunication facilities for City's use as outlined in, and subject to the terms of, "Exhibit 1."

(2) TERM:

a. The term of this Agreement shall be for ten years from the date of its execution, with the option to renew the terms of this Agreement for consecutive five-year intervals with the consent of both Parties' duly authorized representatives.

b. Material breach of this Agreement shall include, without limitation, failure of Bluebird to repair City or Bluebird conduit utilized by Bluebird as identified in Exhibit 1, and failure by Bluebird to acquire any necessary permits or licenses. Any material breach shall be treated as a default hereunder and the breaching party shall be permitted a 30-day period to cure such breach.

c. This Agreement may be renewed by either Party notifying the other, in writing, of its intent to continue this Agreement at least 90-days, and no more than 180-days before the end of the Agreement term.

d. If at any time during the term of this Agreement a Party determined that its fibers or conduit have reached the end of their useful life, or the Party otherwise desires to not retain the rights granted herein, the Party shall have the right to abandon the rights granted herein by providing 180-days written notice to the other Party.

e. Upon termination of any rights granted herein, the rights and obligations of the Parties to that specific grant shall cease. In the event that this Agreement is not renewed or is terminated by the actions of the Parties, the facilities, fibers, and conduit which are collocated shall remain subject to the terms of this Agreement and the Parties agree to be bound by the terms of this Agreement while both Parties' facilities continue to be collocated at the locations described on "Exhibit 1."

(3) INSTALLATION AND MAINTENANCE:

a. Before beginning installation work, Bluebird shall secure any applicable permits from the City for said installation. Prior to beginning any installation work, Bluebird shall contact the Missouri One Call System which will help identify utilities located on the right of way.

b. Unless otherwise specified herein, including Exhibit 1, each Party shall be responsible for the cost and expense associated with maintaining their respective fiber optic communication system and facilities. All installation, maintenance, repairs, replacement or relocation of facilities, lines, or structures shall be done expeditiously and diligently until completion, performed in such a manner as to limit, as reasonably practicable, any use or occupancy of the City's right-of-way, and completed with full restoration of any portion of the City's right-of-way disturbed to the condition existing immediately prior to the work.

c. City shall not be responsible for any damage the City may cause to Bluebird facilities contained in City's Conduit and shall not be liable to Bluebird or its customers as a result of any such damage except for such damage caused by the negligence or willful misconduct of the City or any party under City's control.

d. Bluebird shall be responsible for damage it may cause to City facilities along the routes described in "Exhibit 1." Should Bluebird damage City facilities, Bluebird shall reimburse the City for actual costs incurred for necessary repairs to City facilities.

e. Should any damage occur which causes an "out of service" condition to both City and Bluebird cable, priority shall be given to services necessary for preservation of health and safety first, but both Parties shall attempt to restore service in a manner that does not interfere with each other.

f. City and Bluebird recognize that in the event of a calamity or interruption of use of Bluebird's or City's cable in the City's conduit that it is more efficient to have one crew respond first to the scene and perform maintenance and repair up to the City's pull boxes. To this end, Bluebird may prefer to maintain and repair City cable with permission of the City. In no event shall this Paragraph be construed to limit the City's ability to maintain its facilities in the right-of-way.

g. Bluebird shall supply to City "as built" drawings of any locations shared by the two Parties or where Bluebird is installing City fibers or facilities on behalf of the City.

h. In order to coordinate maintenance activities on Bluebird's fiber optic communication system, Bluebird shall notify the City prior to beginning maintenance work. Bluebird shall contact the Missouri One Call System, which will help identify utilities located on the right of way. Before beginning maintenance work within City right-of-way, Bluebird shall secure any applicable permits from the City for the maintenance of the fiber optic communication system or any related facilities. Any maintenance activities done by Bluebird which involves closing one or more of the through lanes of traffic or affects the safety of the traveling public may result in additional requirements placed on the issuance of the permit by the City.

(4) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used during installation and maintenance shall be in accordance and comply with the latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways, City of Springfield Work Zone Policy Guide, and any other applicable traffic control requirements.

(5) ATTORNEY FEES: In the event of any litigation arising from breach of this Agreement and the City prevails, the City shall be entitled to recover from Bluebird all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

(6) 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 representative of Bluebird and the City.

(7) UTILITY LOCATING RESPONSIBILITY: Bluebird shall become and remain a member of Missouri One Call System or its successor (if the agency is replaced) in accordance with Chapter 319 RSMo. Bluebird shall be responsible for any utility locate request information concerning Bluebird's fiber optic communication system, including the pull box(es) and conduit(s) on the City's Right of Way. Bluebird shall be solely responsible for any damage or interruptions where Bluebird's facilities are present i) in the City's conduit or ii) in Bluebird conduit, resulting from Bluebird's failure to locate City facilities.

(8) CITY RIGHT-OF-WAY: Unless otherwise provided for in "Exhibit 1," in the event of any repair, widening, improvement, maintenance, or reconstruction by the City within or on the City's right-of-way, the City shall provide reasonable protection to Bluebird's fiber optic communication system and supporting equipment. If necessary, the City may require the removal and reinstallation or relocation of the Bluebird's fiber optic communication system and supporting equipment, and Bluebird shall at its own expense remove, reinstall or relocate said conduit and supporting equipment in accordance with plans and specifications approved by the City. Bluebird shall be responsible for locating its facilities in response to utility locate requests. Where Bluebird and City cables are collocated, whether in the same or adjacent conduits, Bluebird shall be responsible for locating City Cable. City shall be responsible for locating its own facilities where Bluebird cable is not present. In order for the City to locate its cable, Bluebird shall furnish and install a tracer wire where new City Cable is installed by itself and would not be able to be located along with the Bluebird cable.

(9) CITY REPRESENTATIVE: The City's Public Works Director is designated as the City's Representative for the purpose of administering the provisions of this Agreement, including without limitation exercising on behalf of the City its options to renew this Agreement. The City's Representative may designate by written notice to each of Bluebird's Representatives, additional persons having the authority to act on behalf of the City in the performance of this Agreement.

(10) BLUEBIRD REPRESENTATIVE: Bluebird's Director of OSP Engineering/Construction is designated as Bluebird's representative for the purpose of administering the provisions of this Agreement. The Bluebird Representative may designate by written notice to the City's Representative additional persons having the authority to act on behalf of Bluebird in the performance of this Agreement.

(11) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given upon delivery by First Class, Priority or Express United States mail, postage prepaid, email, or upon actual receipt by courier or personal delivery, addressed as follows:

- a. To the City:
Director of Public Works
City of Springfield
840 Boonville Avenue
Springfield, MO 65802
Email: tdancey@springfieldmo.gov
- b. To Bluebird:
Director, OSP Engineering/Construction
Bluebird Network
800 NW Chipman Rd, Ste 5750
Lee's Summit, MO 64063
Email:

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(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 Greene County, Missouri.

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

(14) INDEMNIFICATION:

a. To the extent allowed or imposed by law, Bluebird shall defend, indemnify and hold harmless the City, including its officials and 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 Bluebird's wrongful or negligent performance of its obligations under this Agreement.

b. Bluebird is required or will require any contractor procured by Bluebird to work under this Agreement to carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the City and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities 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.

(15) WARRANTY: Each party warrants that it will comply with all applicable City, State or Federal laws as it relates to the parties' performance under this Agreement.

(16) ASSIGNMENT: Bluebird shall not assign this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.

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

cancellation sent to Bluebird. Upon any such cancellation by the City, the Bluebird provided fiber optic cable and telecommunication facilities for City's use as outlined in Exhibit 1 shall be terminated upon the date specified in the City's notice of cancellation.

(18) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(19) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Bluebird.

(20) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(21) ENTIRE AGREEMENT AND CONFLICT: This Agreement, and the Exhibits attached hereto and incorporated herein, represents the entire Agreement between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject. In the event of a conflict between the terms of this Agreement and the Exhibits attached hereto, the terms of the Exhibit, specifically "Exhibit 1," shall govern and control over the terms of this Agreement.

(22) NO INTEREST: By placing Bluebird's fiber optic communication system on the City's right-of-way, Bluebird gains no property interest in City's right of way. The City shall not be obligated to allow Bluebird's fiber optic communication system to remain in place if the City, in its sole discretion, determines removal or modification of Bluebird's fiber optic communication system is in the best interests of the City. Upon any such notice for removal or modification of Bluebird's fiber optic communication system, the City's right to use the Bluebird provided fiber optic cable and telecommunication facilities for City's use for the affected segments as outlined in Exhibit 1, in Bluebird's sole discretion, shall be terminated or modified upon the date specified in the City's notice.

(23) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the City and Bluebird as partners in a partnership or joint venture for any purpose whatsoever.

(24) SUCCESSORS AND ASSIGNS: The provisions of this Agreement shall apply to and be binding upon the Parties executing this Agreement, their successors, assigns, agents, subsidiaries, affiliates, and lessees, including officers, employees, agents, servants, corporations, and any persons acting under, through, or for the parties agreeing hereto.

(25) CONTINUING DURATION: The term of this Agreement will be of a continuing duration until terminated pursuant to the terms of this Agreement or by mutual consent

of the parties.

(26) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

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

REVIEWED BY:

Assistant Director of Public Works

RECOMMENDED BY:

Director of Public Works or Acting Director

MISSOURI NETWORK ALLIANCE LLC

By: _____

Printed Name: _____

Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager of his/her designee

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

Exhibit 1

Traffic Communications Conduit Sharing Agreement – Terms and Conditions

The following terms and conditions shall govern the Parties actions regarding their Traffic Communications Conduit Sharing Agreement.

SECTION 1 – ALONG CITY ROUTE (as identified on “Exhibit 2.1”)

- City will permit access to City-owned conduit and pull boxes (either existing or planned for construction) along the following segments, which are also identified on “Exhibit 2,” which is attached hereto and incorporated herein by this reference:
 - Republic Road – Golden Avenue to Kansas Expressway (existing)
 - Republic Road – Through the west James River Freeway bridge (existing)
 - Republic Road – Parkcrest Avenue to Fairview Avenue (existing)
 - Campbell Avenue – Primrose Street to South Avenue (existing)
 - Primrose Street – Campbell Avenue to South Avenue (existing)
 - Primrose Street – South Avenue to Kimbrough Avenue (under construction)
 - Primrose Street – Kimbrough Avenue to Kings Avenue (existing)
 - Fremont Avenue – Sunset Street to Battlefield Road (existing but planned for replacement in 2020)
- City will permit Bluebird to install innerduct through existing above-referenced City conduit (hereinafter referred to as “City conduit”) and to install Bluebird fiber optic cable in the City conduit.
- Said permission to install such facilities is expressly subject to the following terms and conditions:
 - City will permit Bluebird to remove existing City cable in City conduit where necessary to install Bluebird innerduct and cable and after notice to the City.
 - Existing City cable may be left in place along Republic Road from Golden Avenue to Kansas Expressway and along Campbell Avenue from Primrose Street to South Avenue.
 - Bluebird shall be responsible for replacement of any existing City cable either removed or damaged during installation of Bluebird facilities.
 - Bluebird shall furnish and install a separate new cable containing a minimum of 24 single-mode fibers (herein after referred to as “new City cable”) along the entire route, except where existing City cable is left undamaged and in-place.
 - Bluebird shall perform optical time-domain reflectometer (OTDR) testing, with readings at 1310nm and 1550nm, to certify continuity of new City cable upon installation and shall provide documentation of test results to City.
 - Bluebird shall replace any segment of cable which is shown to be damaged, of inadequate length, or containing defective splices based on test results. Any replacement shall be sufficient to allow continuous runs, without splices, between City traffic cabinets.
 - Bluebird shall install a 6 ft slack coil in each City pull box.
 - Bluebird shall install a coil in the City pull box nearest the traffic cabinet at each of the locations listed below (hereinafter referred to as “City access locations”) and as shown in “Exhibit 2.” The coil length shall equal 120 feet (or

at least 60 feet for each end) plus the distance between the pull box and cabinet.

- Republic Road & Golden Avenue
- Republic Road & Scenic Avenue
- Republic Road & Cox Avenue
- Republic Road & Kansas Expressway
- Republic Road & Broadway Avenue
- Campbell Avenue & South Avenue
- Campbell Avenue & Primrose Street
- Primrose Street & Jefferson Avenue
- Primrose Street & Kings Avenue
- Fremont Avenue & Sunset Street
- Fremont Avenue & Battlefield Mall Entrance
- Fremont Avenue & Battlefield Road
- Unless otherwise approved by City, new City cable shall be continuous, without splices, between the City access locations.
- City will be responsible for pulling any new City cable into the traffic cabinets and will terminate City cable.
- City will take ownership and maintain new City cable upon acceptance by City.
- City will retain ownership of City conduit and existing pull boxes.
- Bluebird shall be responsible for maintenance and repairs of all conduit containing Bluebird cable.
- City makes no guarantee of the condition of its existing conduit. Bluebird is responsible for any repairs necessary to facilitate installation of innerduct, Bluebird cable, and new City cable.
- Bluebird is responsible for constructing additional conduit and pull boxes necessary to provide connectivity between Republic Road at Golden Avenue and Primrose Street at Kings Avenue. At a minimum, Bluebird shall construct the following segments:
 - Republic Road – Kansas Expressway to U.S. 60 (James River Freeway) Bridge
 - Republic Road – U.S. 60 (James River Freeway) Bridge to Parkcrest Avenue
 - Fairview Avenue – LaSalle Street to Republic Road
 - LaSalle Street – Fairview Avenue to Campbell Avenue
- Bluebird shall be responsible for locating its facilities in response to utility locate requests. Where Bluebird and City cables are collocated, either in the same or adjacent conduits, Bluebird shall be responsible for locating the City cable.
- City shall be responsible for locating its own facilities where Bluebird cable is not present. In order for the City to locate its cable, Bluebird shall furnish and install a tracer wire where new City cable is installed by itself and would not be able to be located along with the Bluebird cable.

- Bluebird shall be responsible for relocation (replacement) of all conduit and pull boxes containing Bluebird cable, along with any other conduit constructed by Bluebird containing City cable, as necessary for public improvement projects, in which case, Bluebird shall furnish and install a separate conduit for exclusive use by City (and owned by City) within the limits of relocation. City agrees to reimburse Bluebird for 25 percent of the reasonable cost of such relocation provided that Bluebird provide invoices and any other documentation reasonably requested by City to verify the reasonable cost of the relocation. Such reimbursement is subject to funds having been appropriated for such purpose by the City.
- City will provide access, under the same provisions in this Agreement, to existing and future City conduit and pull boxes along Campbell Avenue between South Avenue and Republic Road and along Republic Road between Fairview Avenue and Campbell Avenue.

SECTION 2 – ALONG BLUEBIRD ROUTE (as identified on “Exhibit 2.2”)

- Bluebird shall furnish and install new City cable, containing a minimum of 24 single-mode fibers, in conduit to be constructed by Bluebird along the following segments:
 - Division Street – Cedarbrook Avenue to U.S. 65
 - Barnes Avenue – Chestnut Expressway to Cherry Street
 - Cherry Street – Glenstone Avenue to Barnes Avenue
 - Sunshine Street – Kansas Expressway to Thelma Avenue (KY3)
- Bluebird shall construct conduit and pull boxes necessary to provide access to City cable at the existing pull box adjacent to the City or MoDOT traffic cabinet at each of the following City access locations as shown in “Exhibit 2:”
 - Division Street & U.S. 65 Southbound Ramps
 - Division Street & Packer Road
 - Division Street & Cedarbrook Avenue
 - Barnes Avenue & Chestnut Expressway
 - Cherry Street & Barnes Avenue
 - Cherry Street & Glenstone Avenue
 - Sunshine Street & Kansas Expressway
 - Sunshine Street & Fort Avenue
 - Sunshine Street & Thelma Avenue
- Bluebird agrees to install such facilities on the following terms:
 - Unless otherwise approved by City, new City cable shall be continuous, without splices, between the City access locations.
 - Bluebird shall perform optical time-domain reflectometer (OTDR) testing, with readings at 1310nm and 1550nm, to certify continuity of new City cable upon installation and shall provide documentation of test results to City.
 - Bluebird shall replace any segment of cable which does not meet minimum standards based on test results. Any replacement shall be sufficient to allow continuous runs, without splices, between City traffic cabinets.
 - Bluebird shall install 10 ft slack coil for City cable in each Bluebird pull box.
 - Bluebird shall install a coil in the City pull box nearest the traffic cabinet at each City access location as shown in “Exhibit 2.” The coil length shall equal

120 feet (or at least 60 feet for each end) plus the distance between the pull box and cabinet.

- City will pull new City cable into the traffic cabinets and will terminate City cable.
- City will take ownership and maintain new City cable upon acceptance by City.
- Bluebird shall retain ownership of new conduit and pull boxes, except for the segment of conduit between a Bluebird pull box and City pull box, which contains only City cable.
- Bluebird shall be responsible for maintenance and repairs of all conduit containing Bluebird cable.
- Bluebird shall be responsible for locating its facilities in response to utility locate requests. Where Bluebird and City cables are collocated, either in the same or adjacent conduits, Bluebird shall be responsible for locating the City cable.
- City shall be responsible for locating its own facilities where Bluebird cable is not present. In order for the City to locate its cable, Bluebird shall furnish and install a tracer wire where new City cable is installed by itself and would not be able to be located along with the Bluebird cable.
- Bluebird shall be responsible for relocation (replacement) of all conduit and pull boxes containing Bluebird cable, along with any Bluebird conduit containing City cable, as necessary for public improvement projects, in which case, Bluebird shall furnish and install a separate conduit for exclusive use by City (and owned by City) within the limits of relocation.

SECTION 3 – ADDITIONAL BLUEBIRD ROUTES (as identified on “Exhibit 2.3”)

- If, and when, Bluebird constructs the entirety, or any portion of, the following additional routes within City rights-of-way, Bluebird shall provide written notice to the City that Bluebird is prepared to construct within said routes. Upon written notice from the City, Bluebird shall furnish and install new City cable or permit City access to Bluebird conduit and pull boxes to install City cable:
 - Walnut Street – Kansas Expressway to Kimbrough Avenue
 - Battlefield Road – Woodstock Avenue to Blackman Road
 - Blackman Road – Sunshine Street to Battlefield Road
 - Grand Street – Kansas Expressway to west of MNA railroad crossing
 - El Camino/Monastery Street – Campbell Avenue to Republic Road
 - Jefferson Avenue – Chestnut Expressway to Walnut Street
 - Cedarbrook Avenue – Division Street to Chestnut Expressway
 - Ventura Avenue – Sunshine Street to Seminole Street
- When Bluebird is installing City facilities, the following terms shall apply:
 - City is responsible for constructing additional conduit and pull boxes, and performing any cable splicing, required to access City cable in City traffic cabinets.
 - Bluebird shall perform optical time-domain reflectometer (OTDR) testing, with readings at 1310nm and 1550nm, to certify continuity of new City cable upon installation and shall provide documentation of test results to City.

- Bluebird shall replace any segment of cable which does not meet minimum standards based on test results.
- Bluebird shall install 10 ft slack coil for City cable in each Bluebird pull box.
- Bluebird shall install a coil of City cable in the Bluebird pull box nearest the City or MoDOT traffic cabinet at each existing signalized intersection, or nearest the intersection at other locations, as listed below. The coil length shall equal 120 feet (or at least 60 feet for each end) plus the distance between the pull box and cabinet.
 - Walnut Street & Kansas Expressway
 - Walnut Street & Grant Avenue
 - Walnut Street & Campbell Avenue
 - Walnut Street & Jefferson Avenue
 - Walnut Street & Kimbrough Avenue
 - Battlefield Road & Woodstock Avenue
 - Battlefield Road & Blackman Road (150 feet in pull box nearest the intersection)
 - Blackman Road & Sunshine Street
 - Blackman Road & Farm Road 156 (150 feet nearest the intersection)
 - Grand Street & Kansas Expressway
 - Campbell Avenue & Cardinal Drive (75 feet nearest the intersection)
 - Monastery Street – West of Kimbrough Avenue (75 feet)
 - Jefferson Avenue & Chestnut Expressway
 - Jefferson Avenue & Olive Street
 - Cedarbrook Avenue & Division Street
 - Cedarbrook Avenue & Pythian Street (150 feet nearest the intersection)
 - Cedarbrook Avenue & Chestnut Expressway
 - Ventura Avenue & Sunshine Street
 - Ventura Avenue & Seminole Street (75 feet nearest the intersection)
- City will take ownership and maintain new City cable upon acceptance by City.
- Bluebird shall retain ownership of new conduit and pull boxes constructed by Bluebird.
- Bluebird shall be responsible for maintenance and repairs of all conduit containing Bluebird cable.
- Bluebird shall be responsible for relocation (replacement) of all conduit and pull boxes containing Bluebird cable as necessary for public improvement projects.

SECTION 4 – ADDITIONAL ROUTES

The Parties agree that additional routes may be added to the scope of this Agreement provided that the added routes are mutually agreed to in writing by both Parties' representatives. The terms, conditions, and requirements of Section 1 of this Exhibit shall govern when Bluebird is performing work on City facilities within these additional routes. The terms, conditions, and requirements of Section 3 of this Exhibit

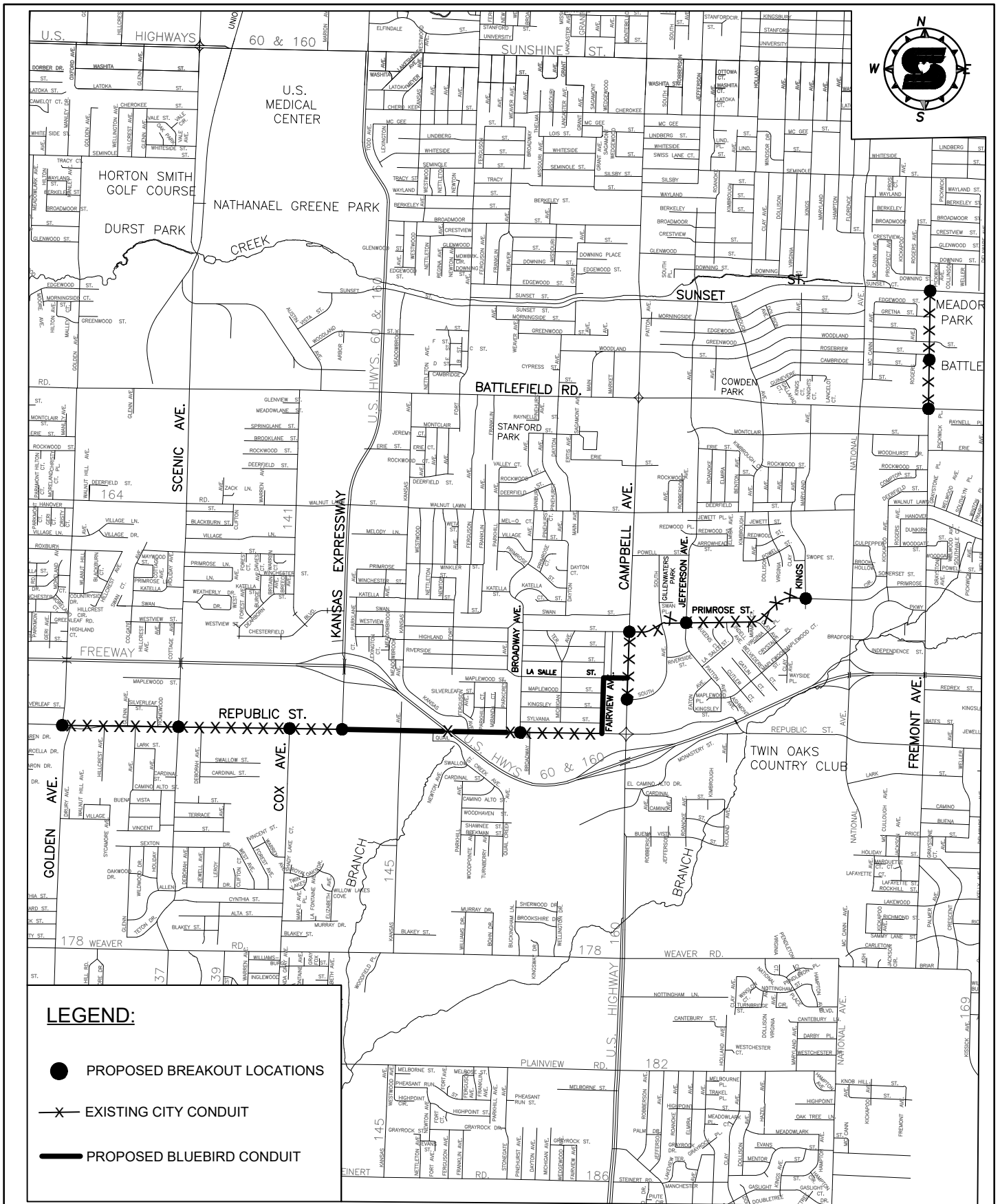


EXHIBIT 2.1: ALONG CITY ROUTES

Exhibit 2.1.1 – Republic Road & Golden Avenue

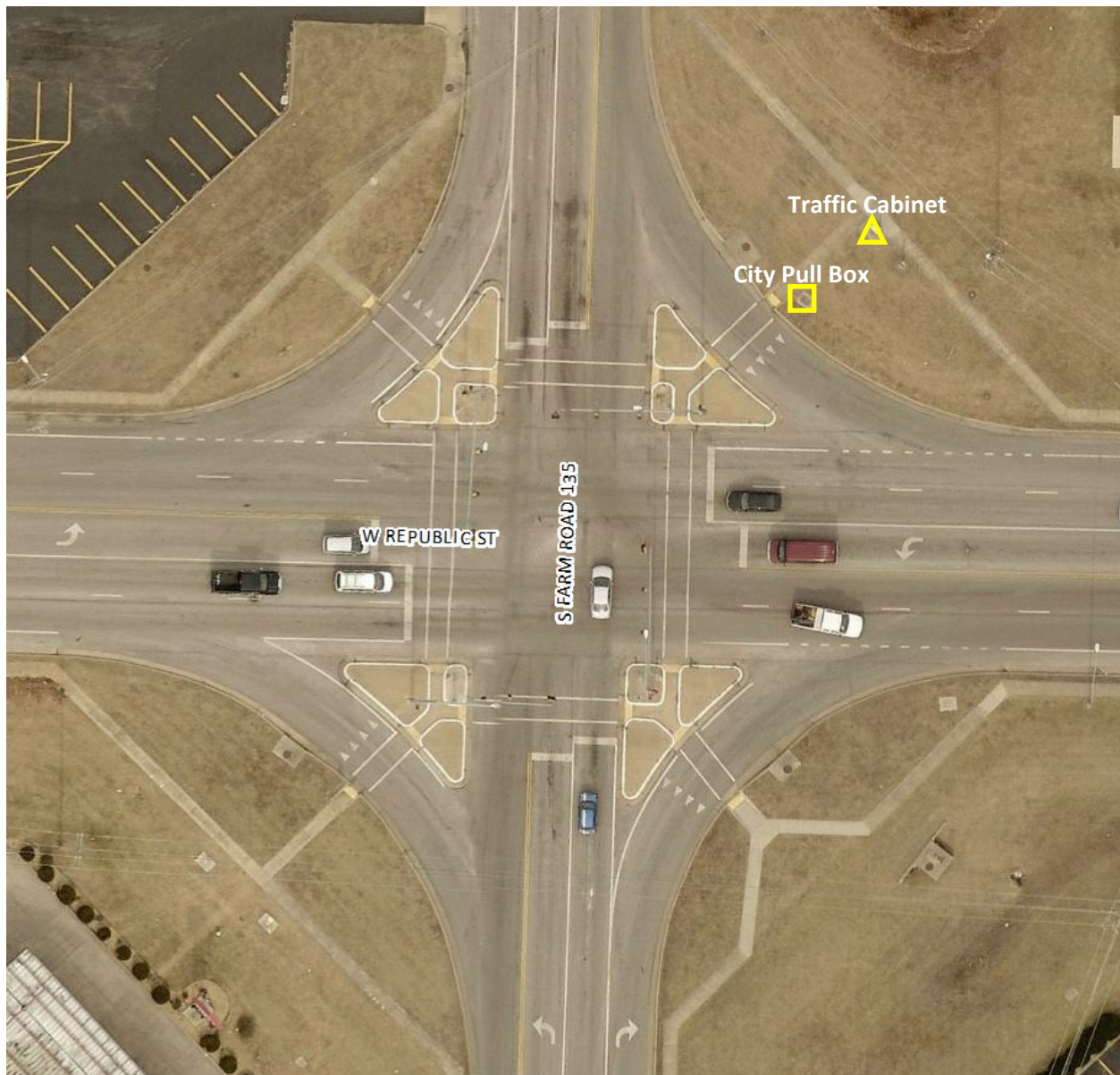


Exhibit 2.1.2 – Republic Road & Scenic Avenue



Exhibit 2.1.3 – Republic Road & Cox Avenue

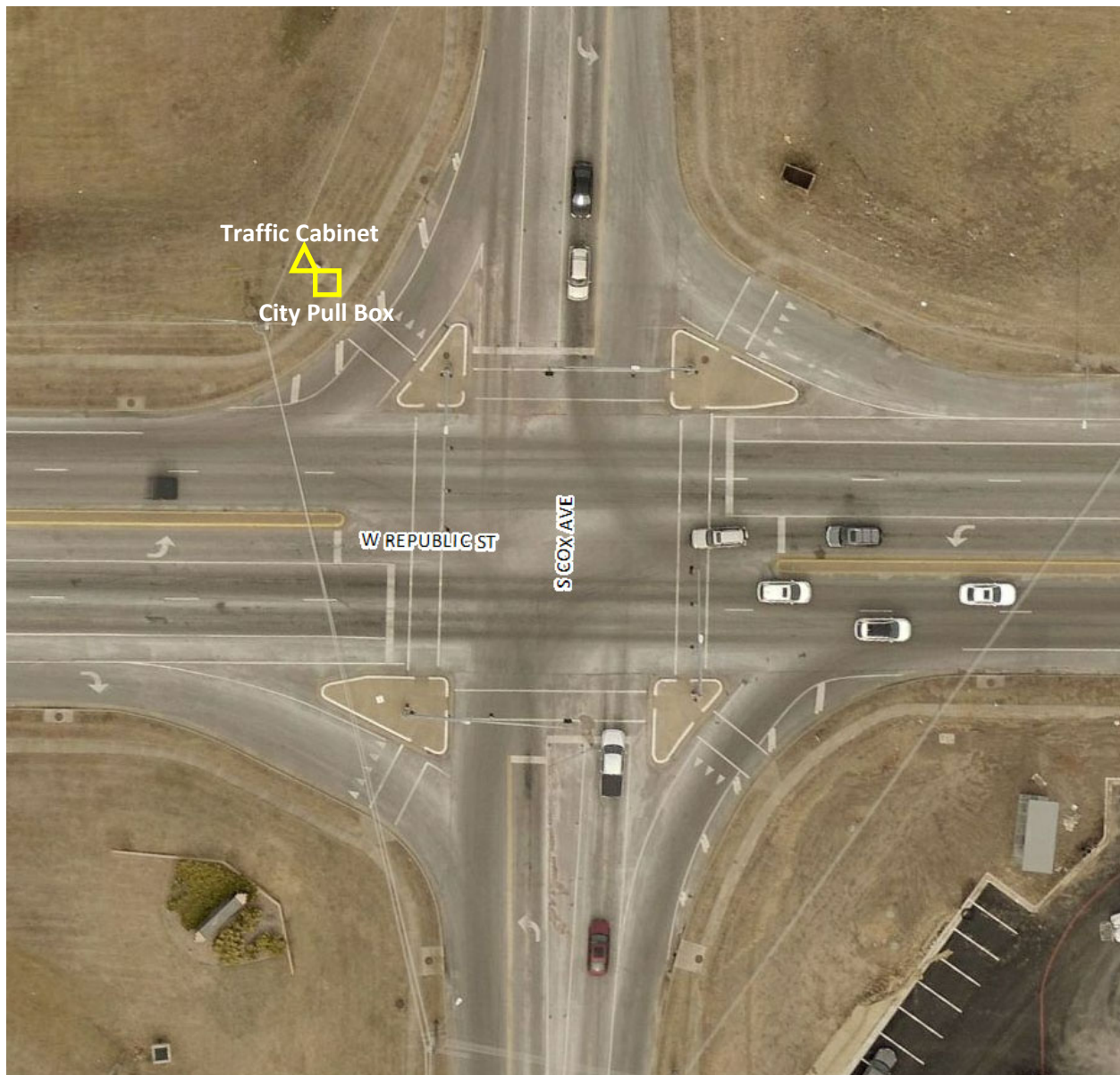


Exhibit 2.1.4 – Republic Road & Kansas Expressway



Exhibit 2.1.5 – Republic Road & Broadway Avenue



Exhibit 2.1.6 – Campbell Avenue & South Avenue

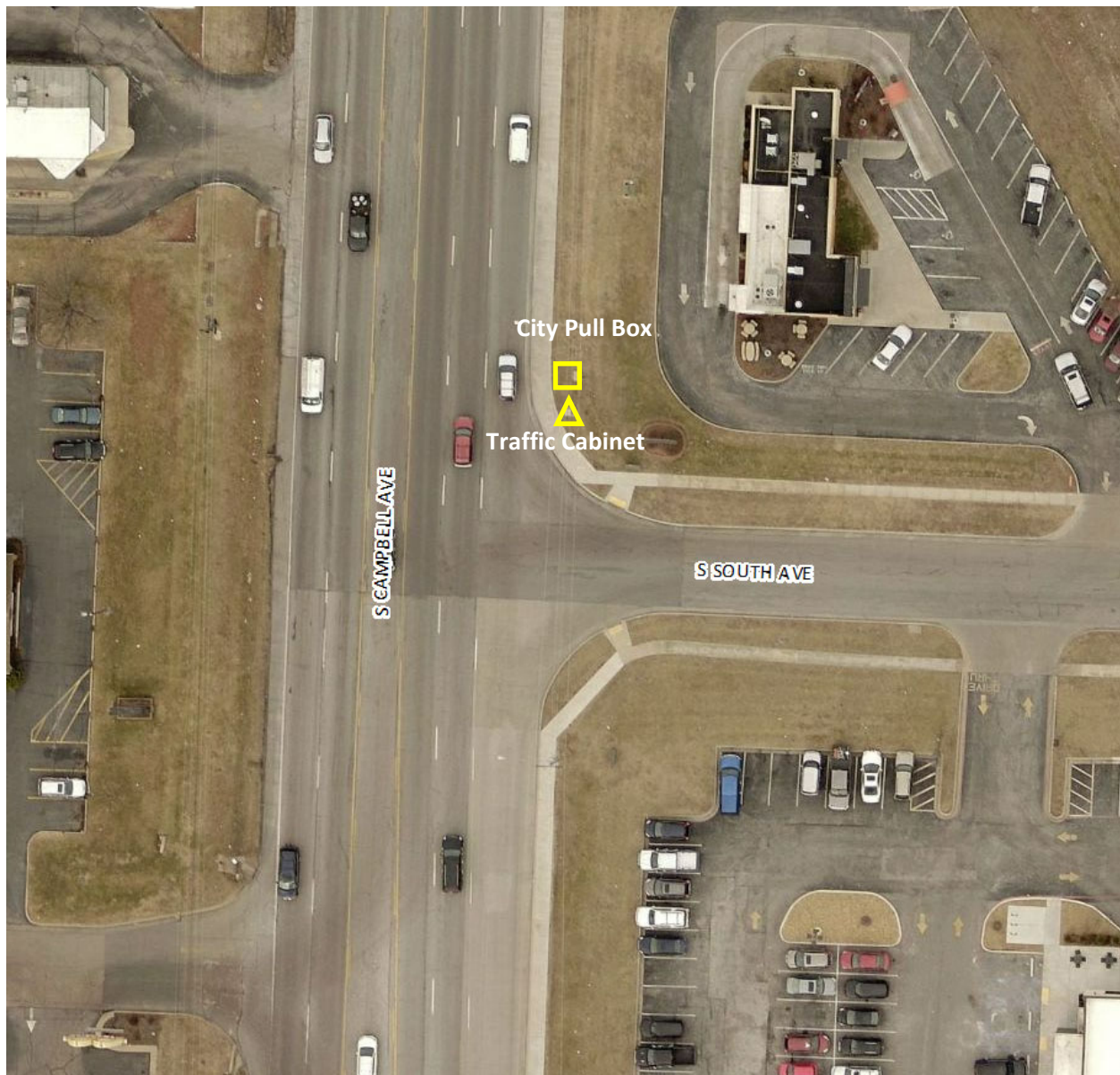


Exhibit 2.1.7 – Campbell Avenue & Primrose Street

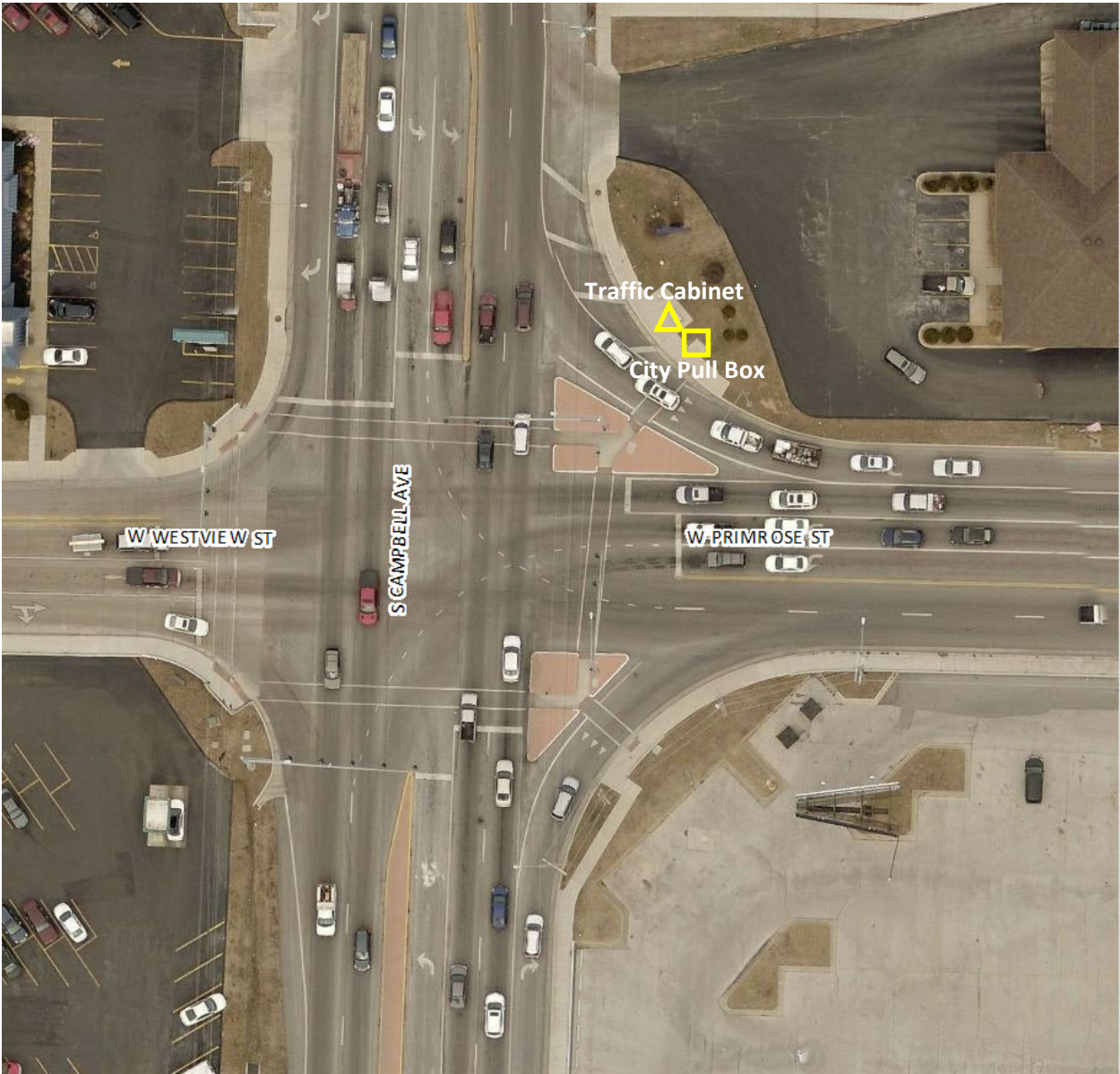


Exhibit 2.1.8 – Primrose Street & Jefferson Avenue



Exhibit 2.1.9 – Primrose Street & Kings Avenue

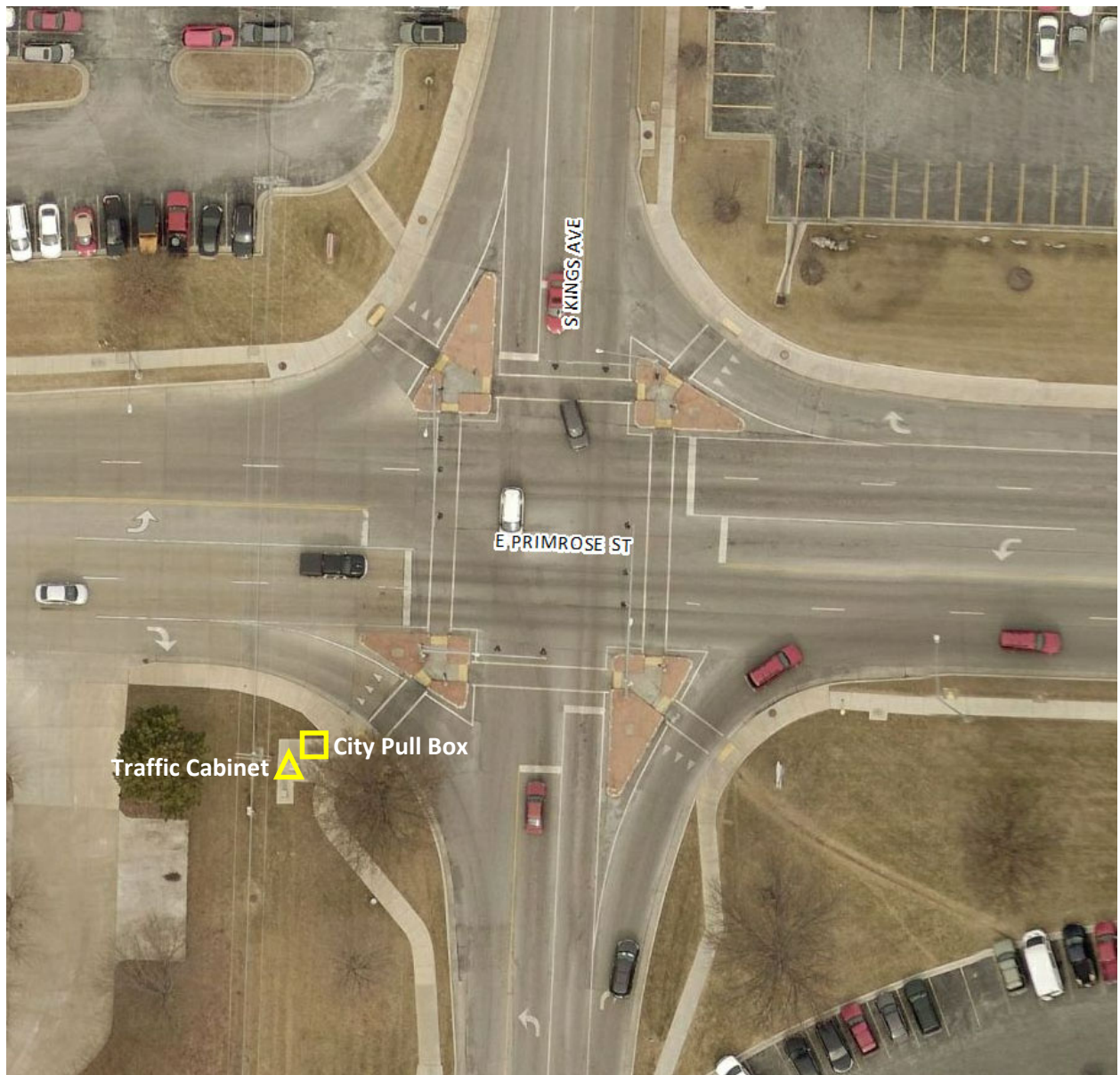


Exhibit 2.1.10 – Fremont Avenue & Sunset Street

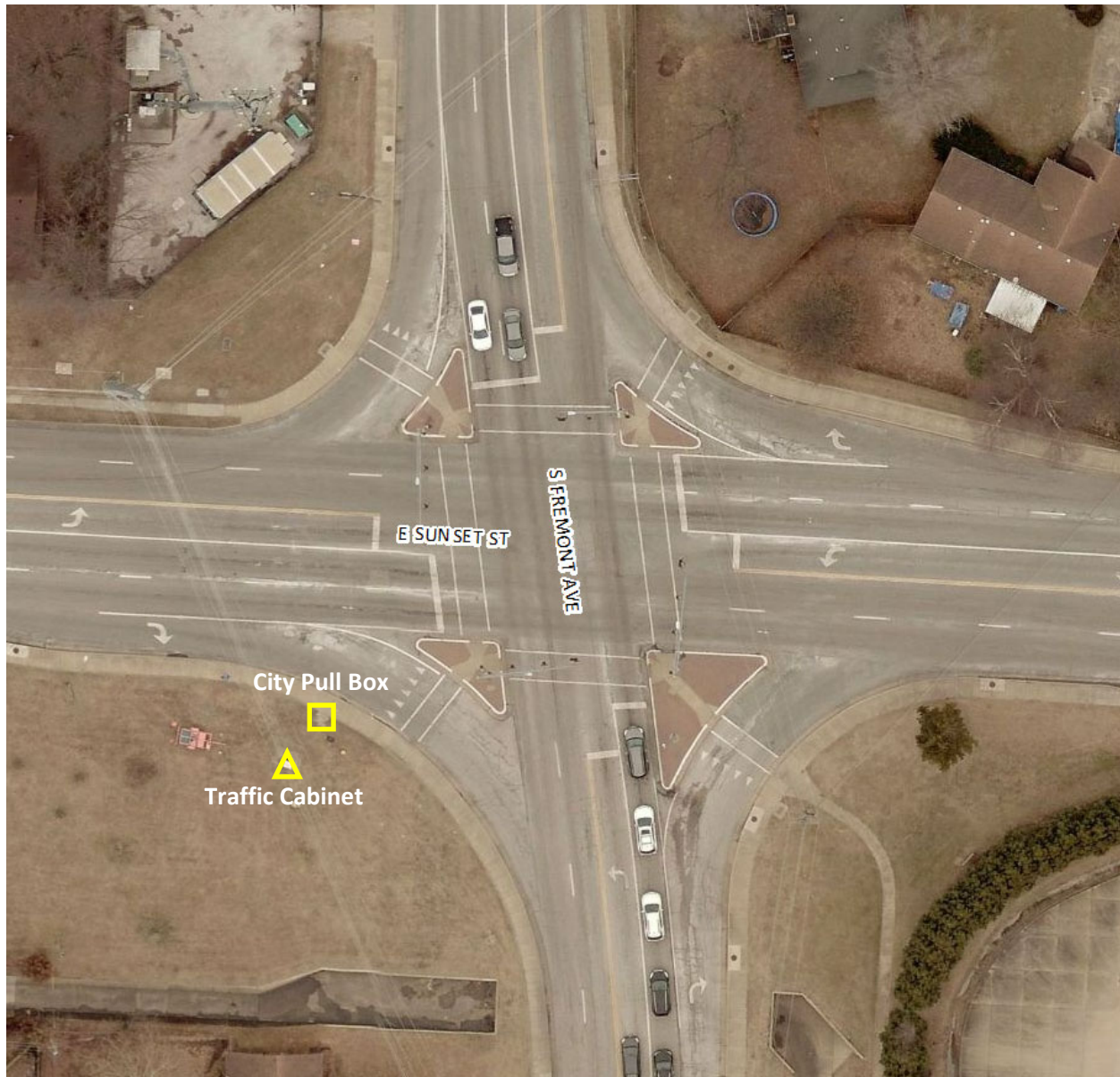


Exhibit 2.1.11 – Fremont Avenue & Battlefield Mall Entrance

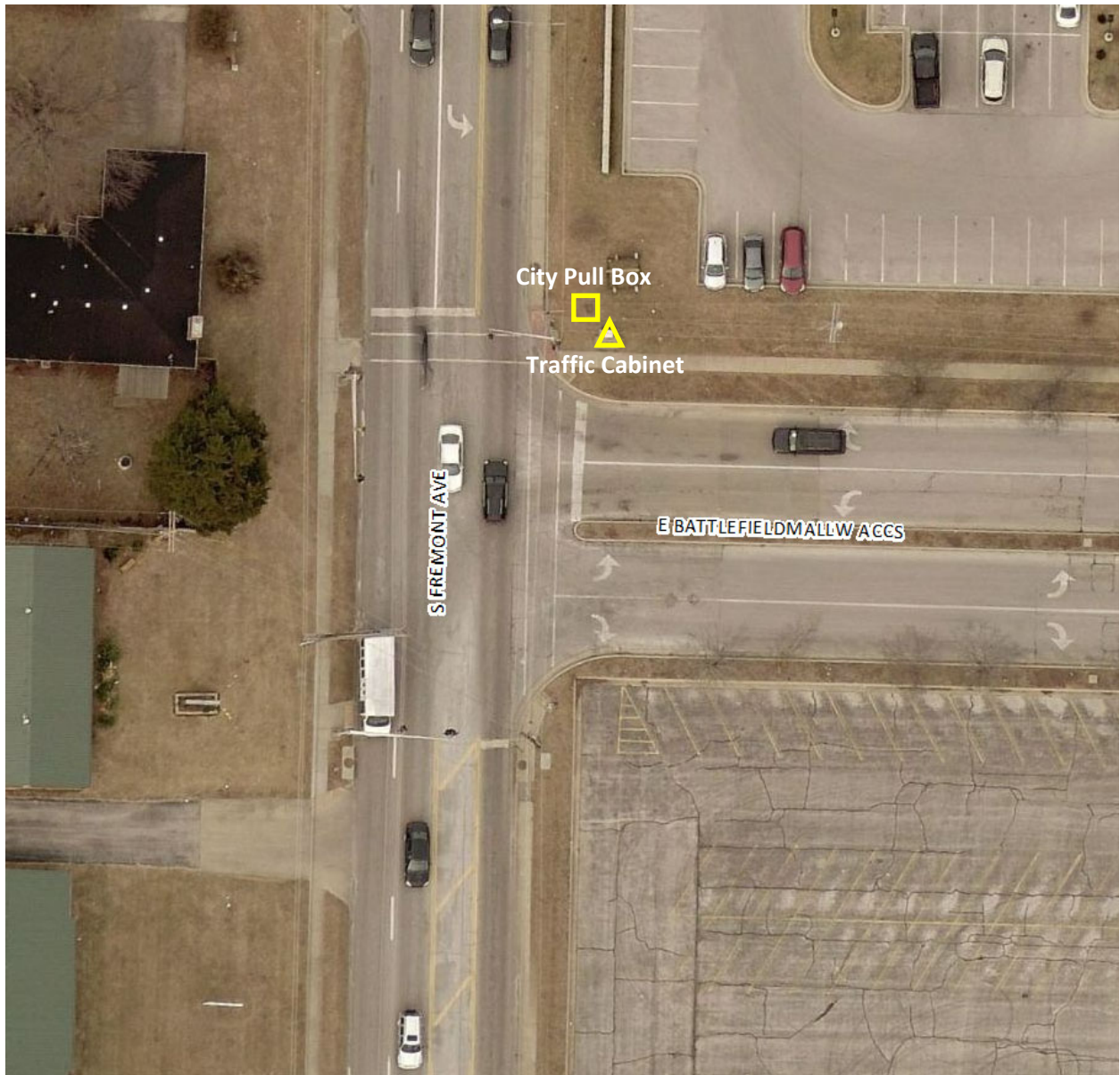
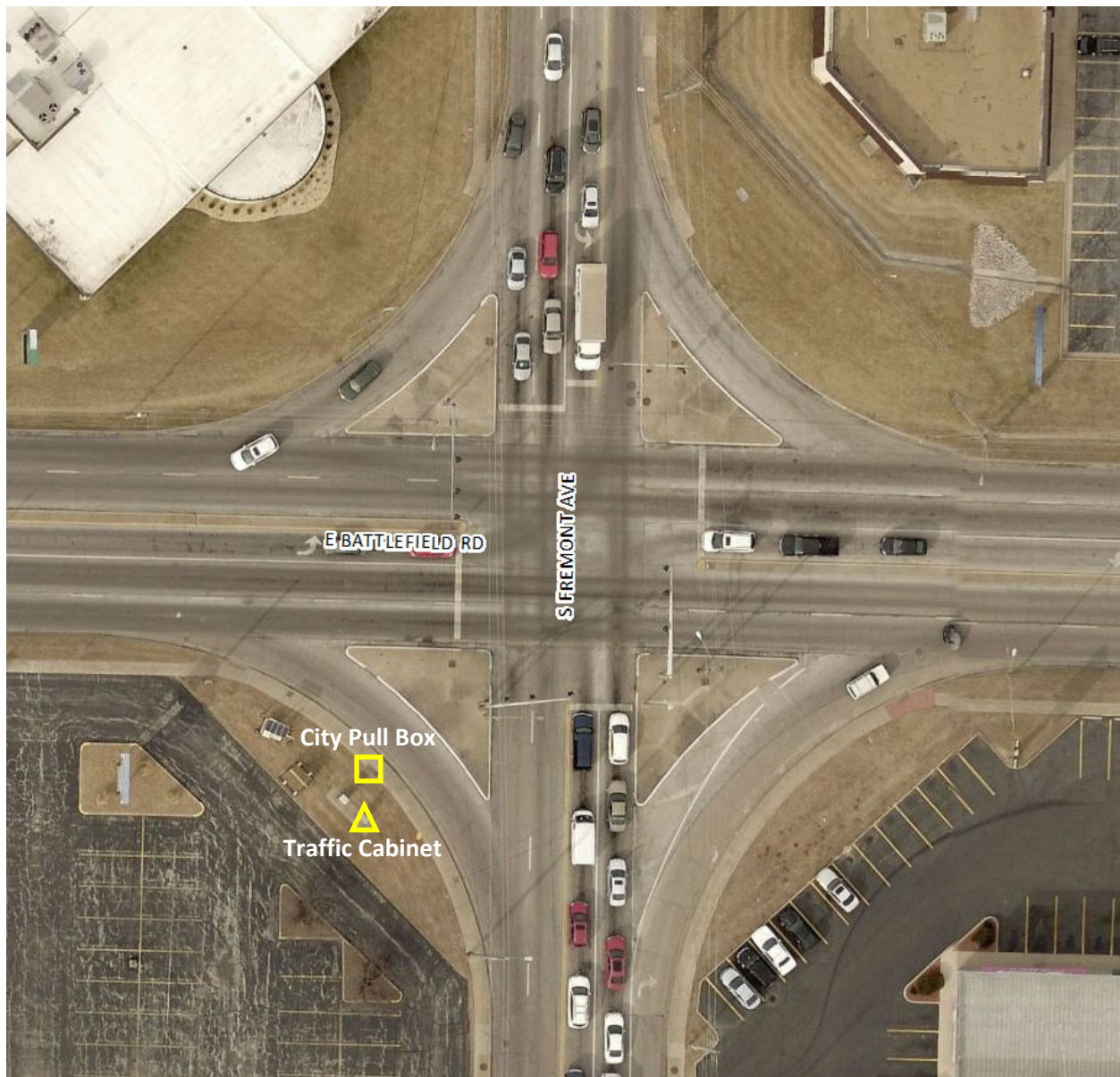


Exhibit 2.1.12 – Fremont Avenue & Battlefield Road



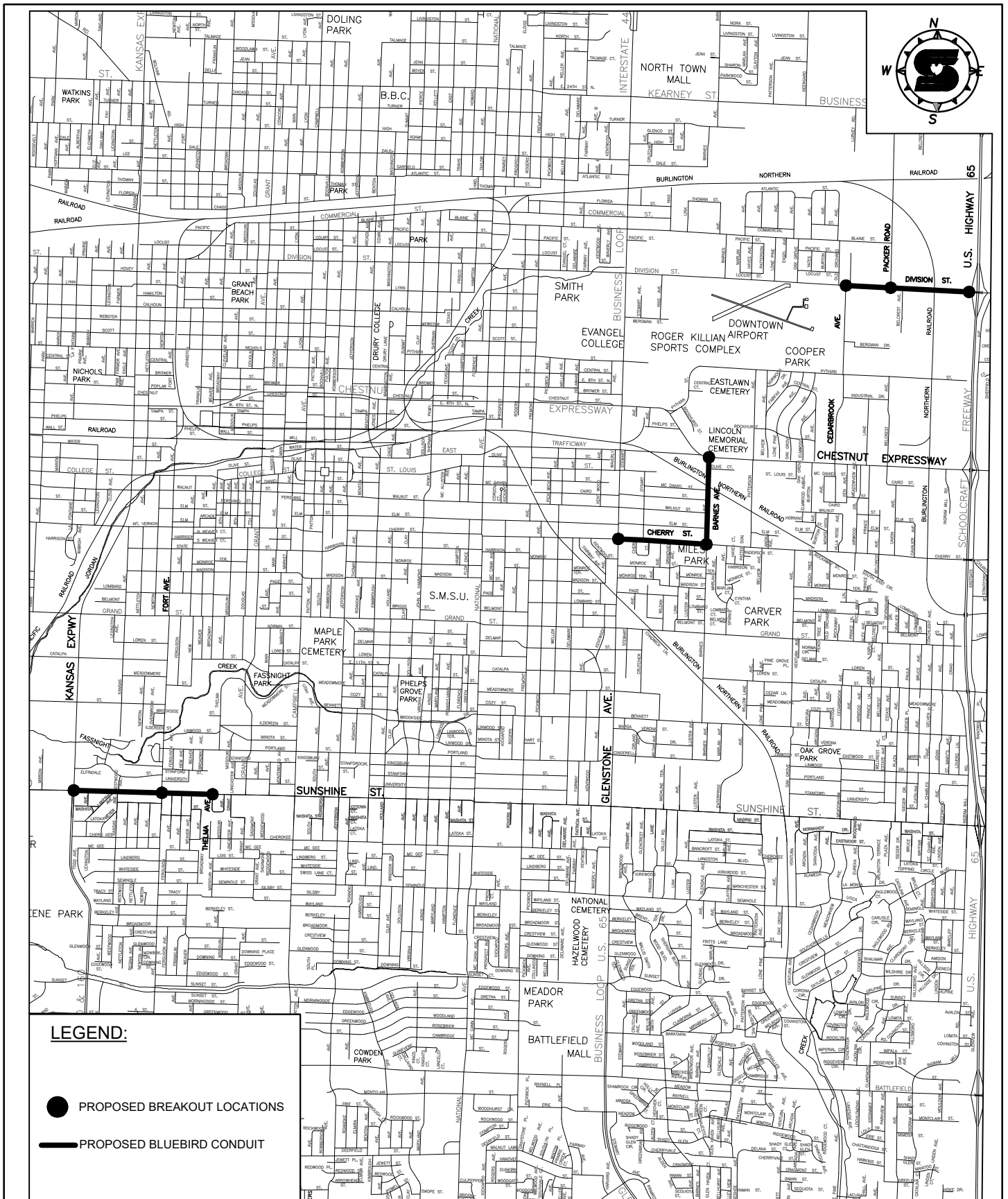


EXHIBIT 2.2: ALONG BLUEBIRD ROUTE

Exhibit 2.2.1 – Division & U.S. 65 Southbound Ramps



Exhibit 2.2.2 – Division Street & Packer Road

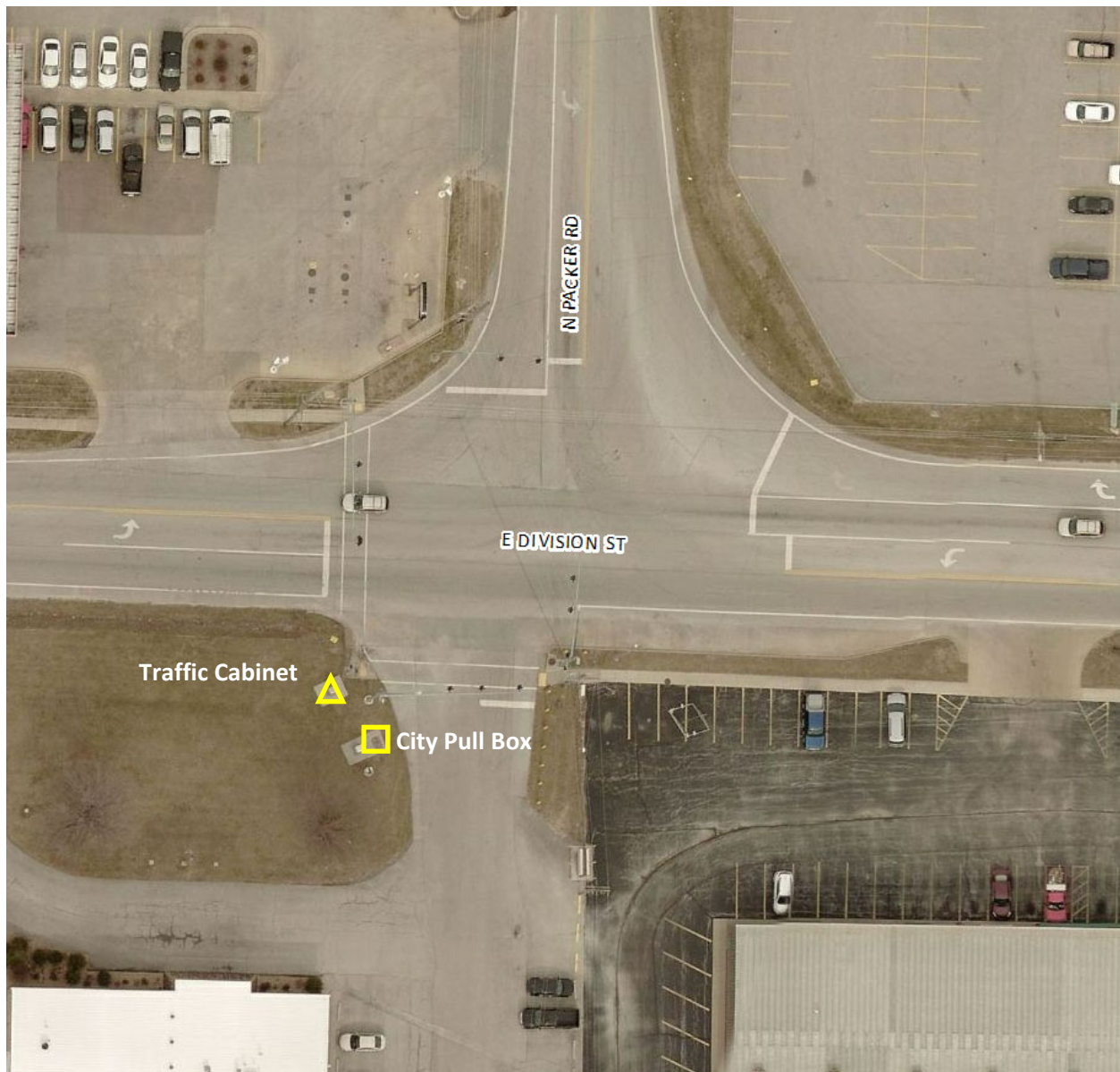


Exhibit 2.2.3 – Division Street & Cedarbrook Avenue



Exhibit 2.2.4 – Barnes Avenue & Chestnut Expressway

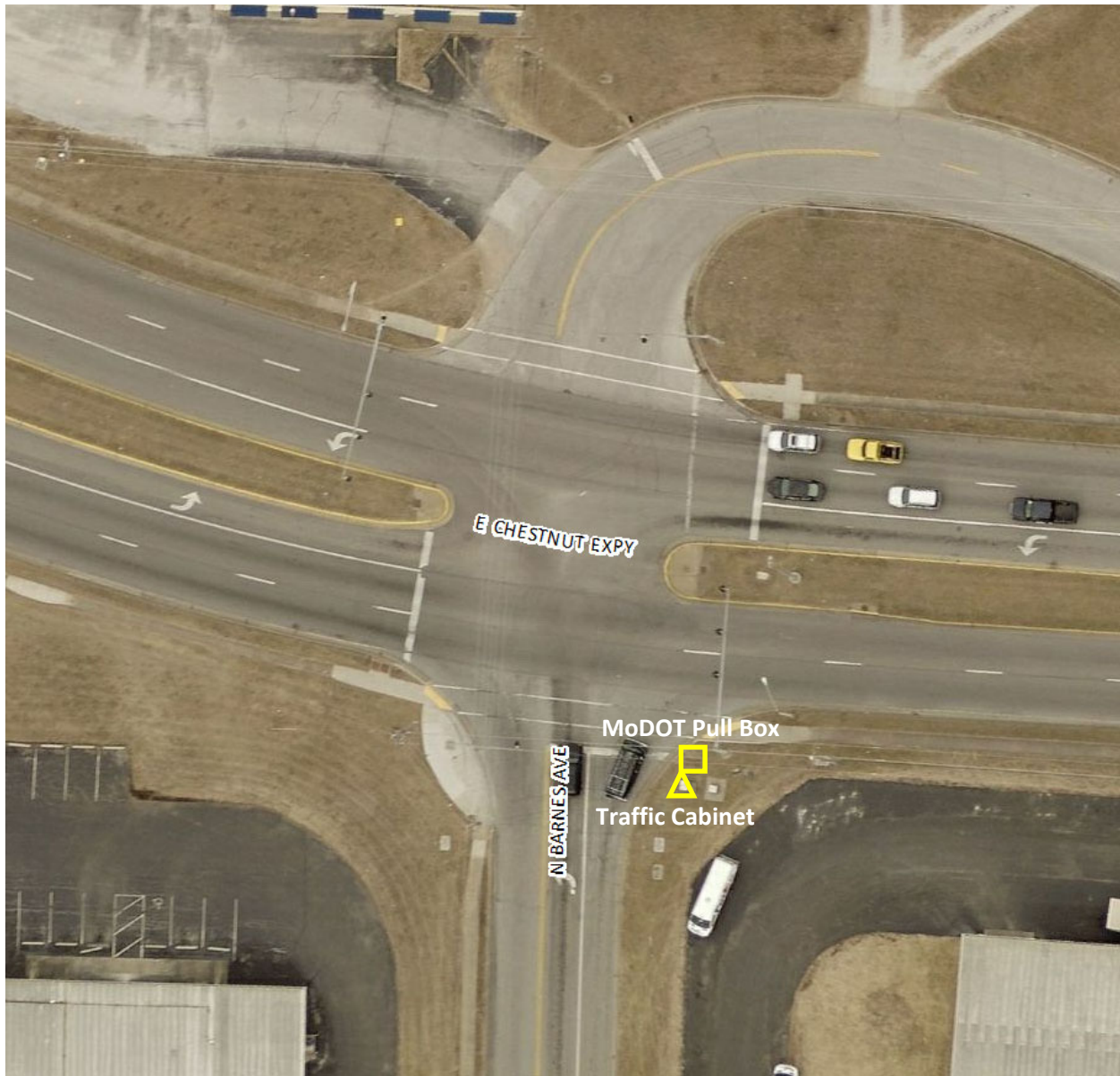


Exhibit 2.2.5 – Cherry Street & Barnes Avenue

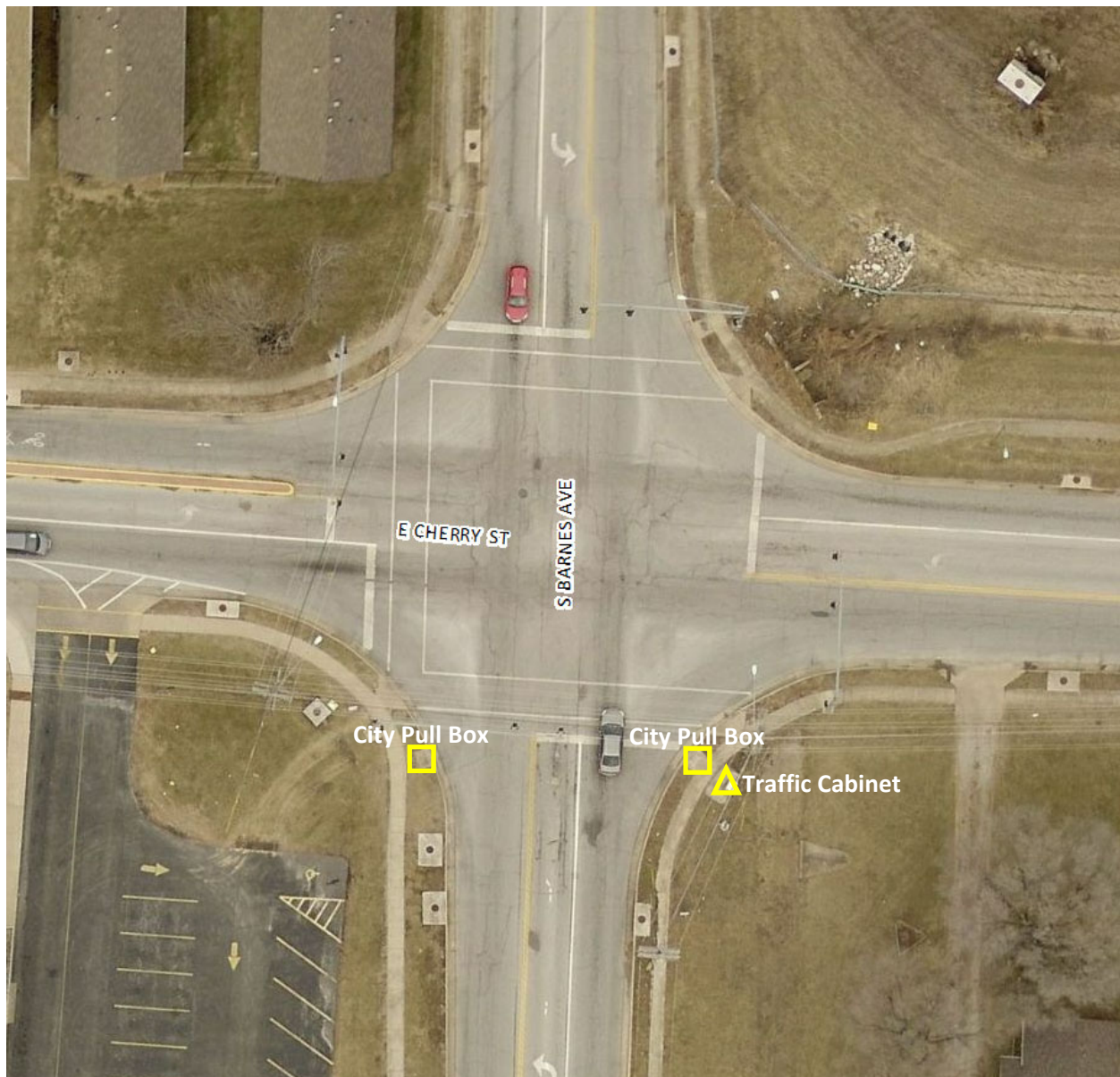


Exhibit 2.2.6 – Cherry Street & Glenstone Avenue

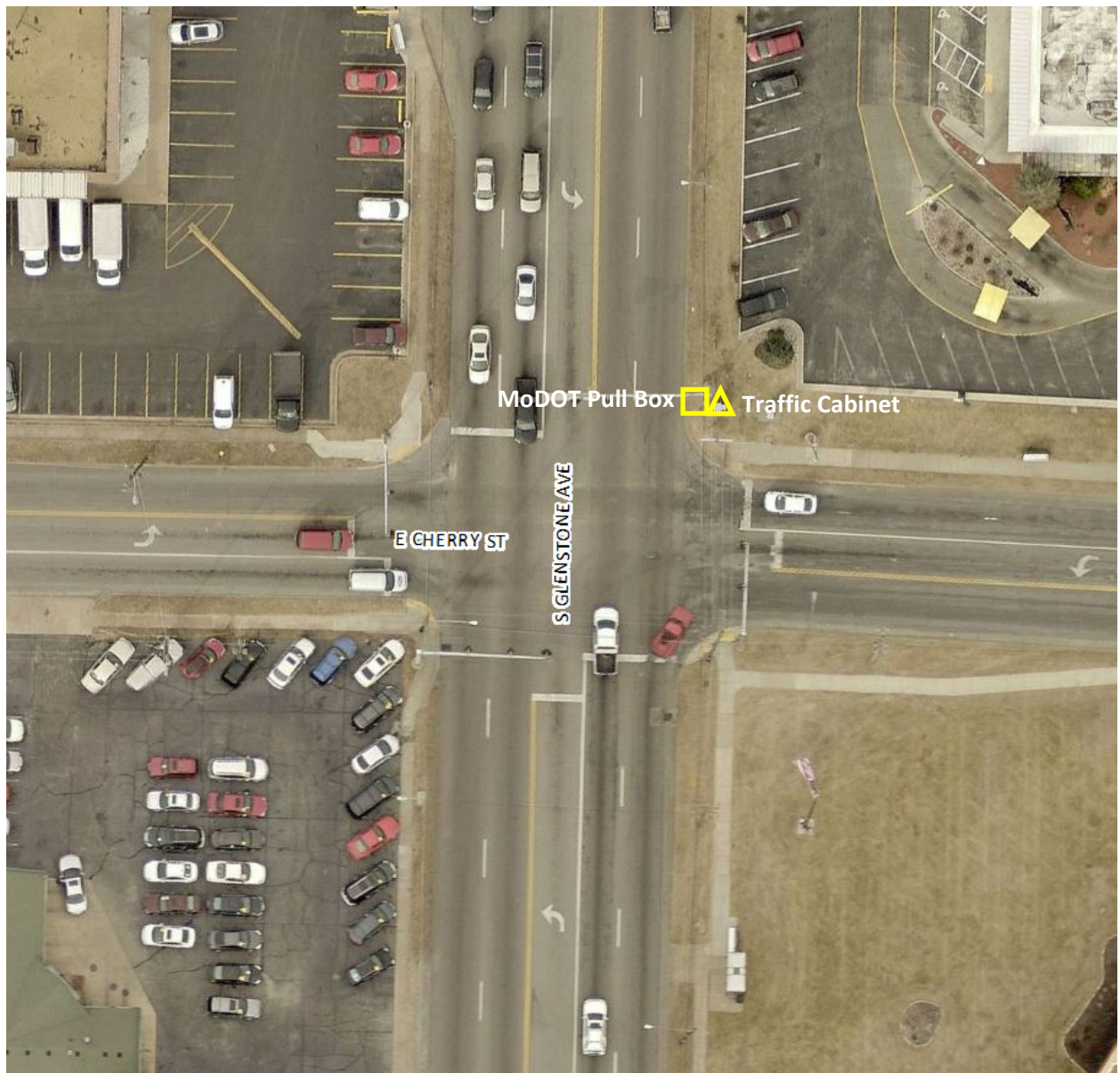


Exhibit 2.2.7 – Sunshine Street & Kansas Expressway



Exhibit 2.2.8 – Sunshine Street & Fort Avenue



Exhibit 2.2.9 – Sunshine Street & Thelma Avenue



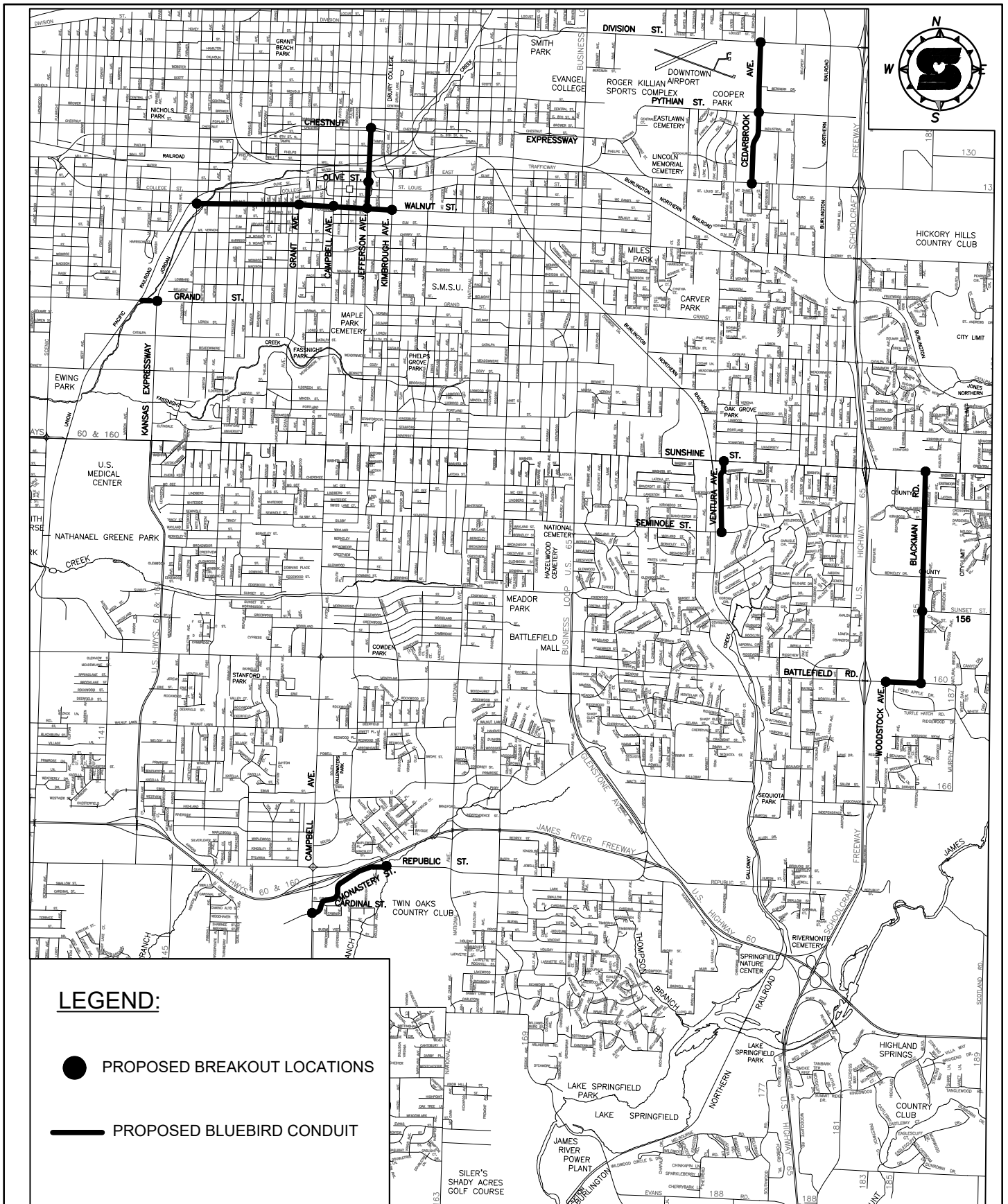


EXHIBIT 2.3: ADDITIONAL BLUEBIRD ROUTES

Exhibit 2.3.1 – Walnut Street & Kansas Expressway

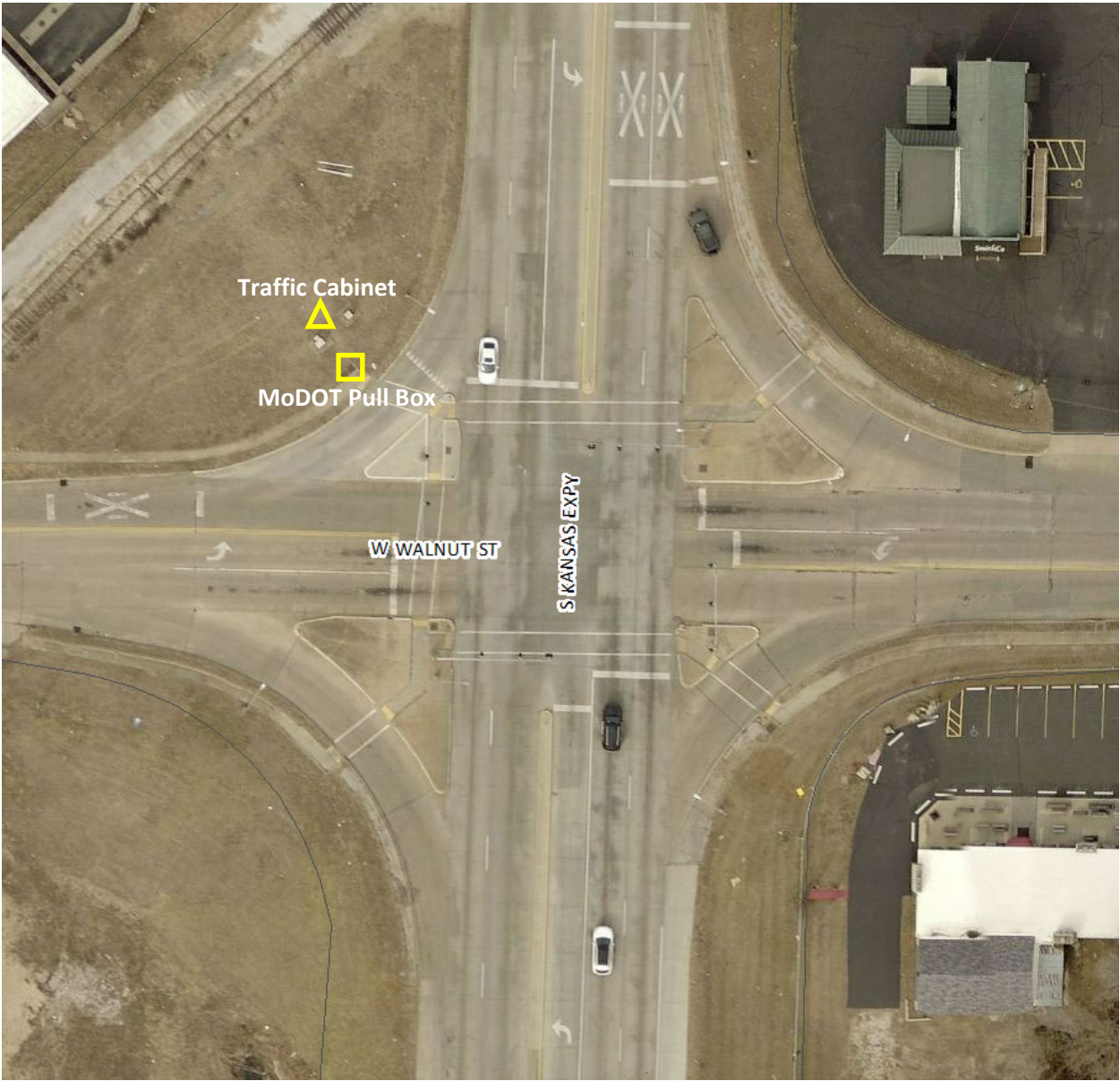


Exhibit 2.3.2 – Walnut Street & Grant Avenue



Exhibit 2.3.3 – Walnut Street & Campbell Avenue

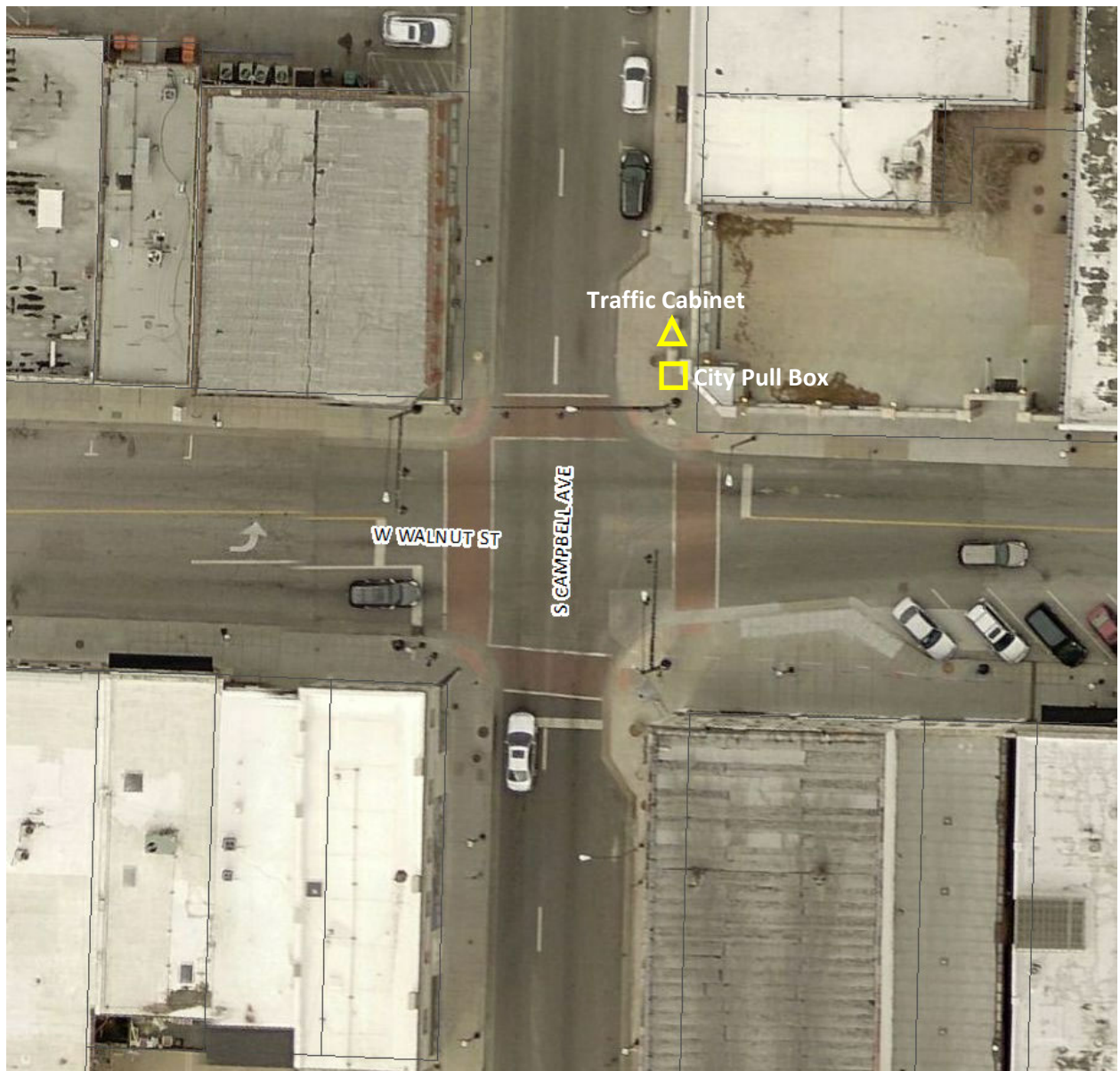


Exhibit 2.3.4 – Walnut Street and Jefferson Avenue



Exhibit 2.3.5 – Walnut Street & Kimbrough Avenue



Exhibit 2.3.6 – Battlefield Road & Woodstock Avenue

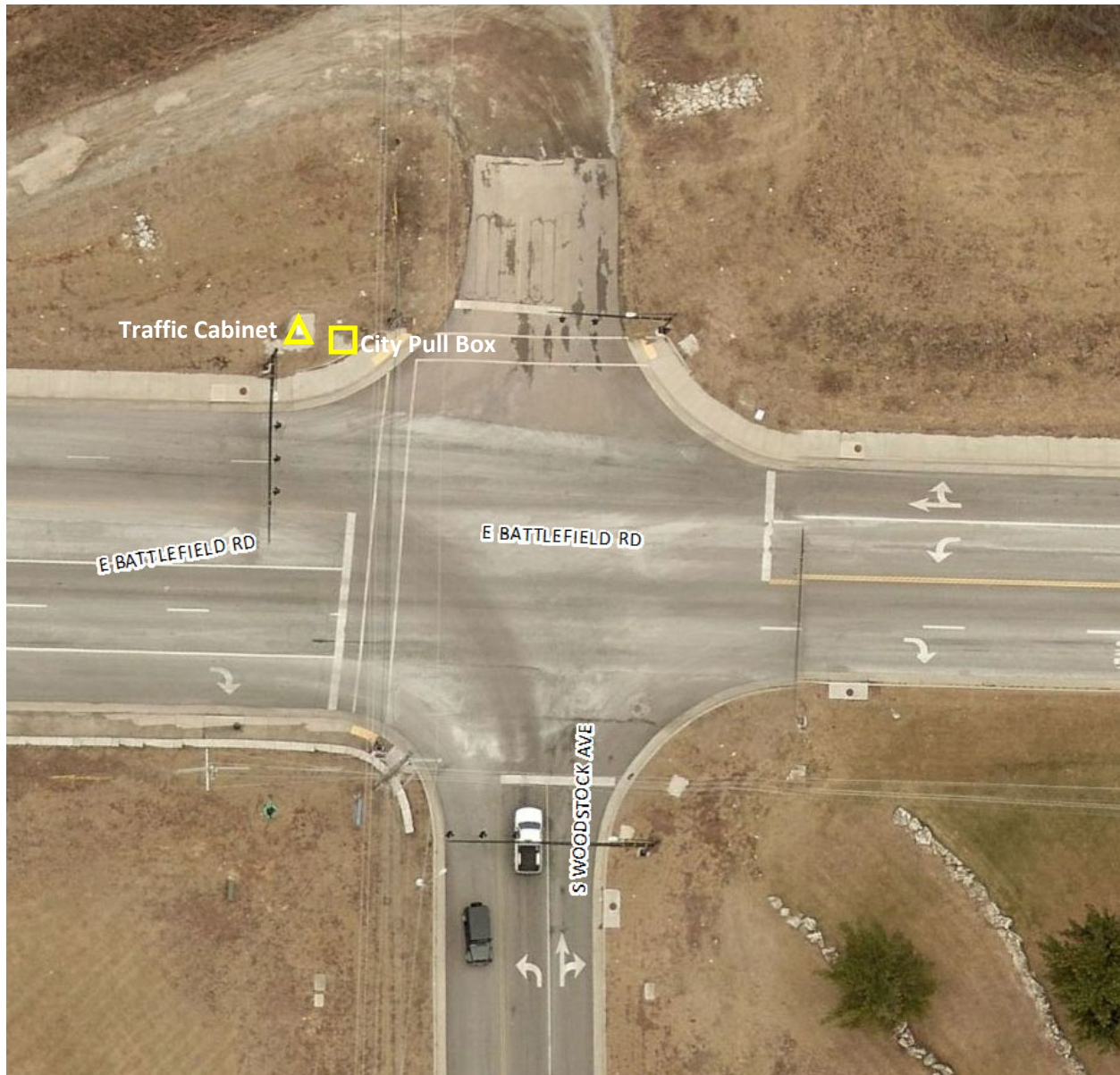


Exhibit 2.3.7 – Battlefield Road & Blackman Road

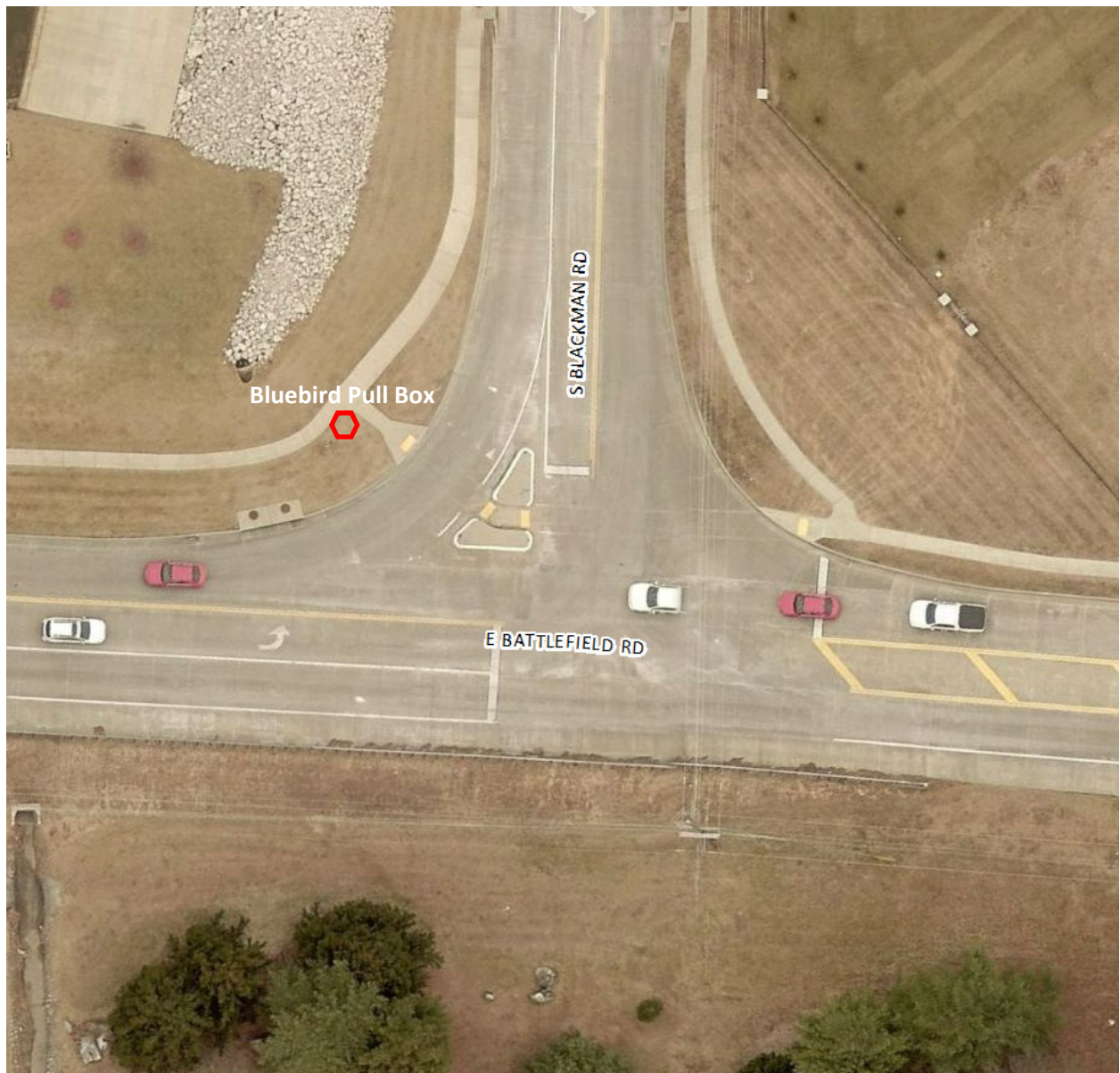


Exhibit 2.3.8 – Blackman Road & Sunshine Street



Exhibit 2.3.9 – Battlefield Road & Farm Road 156

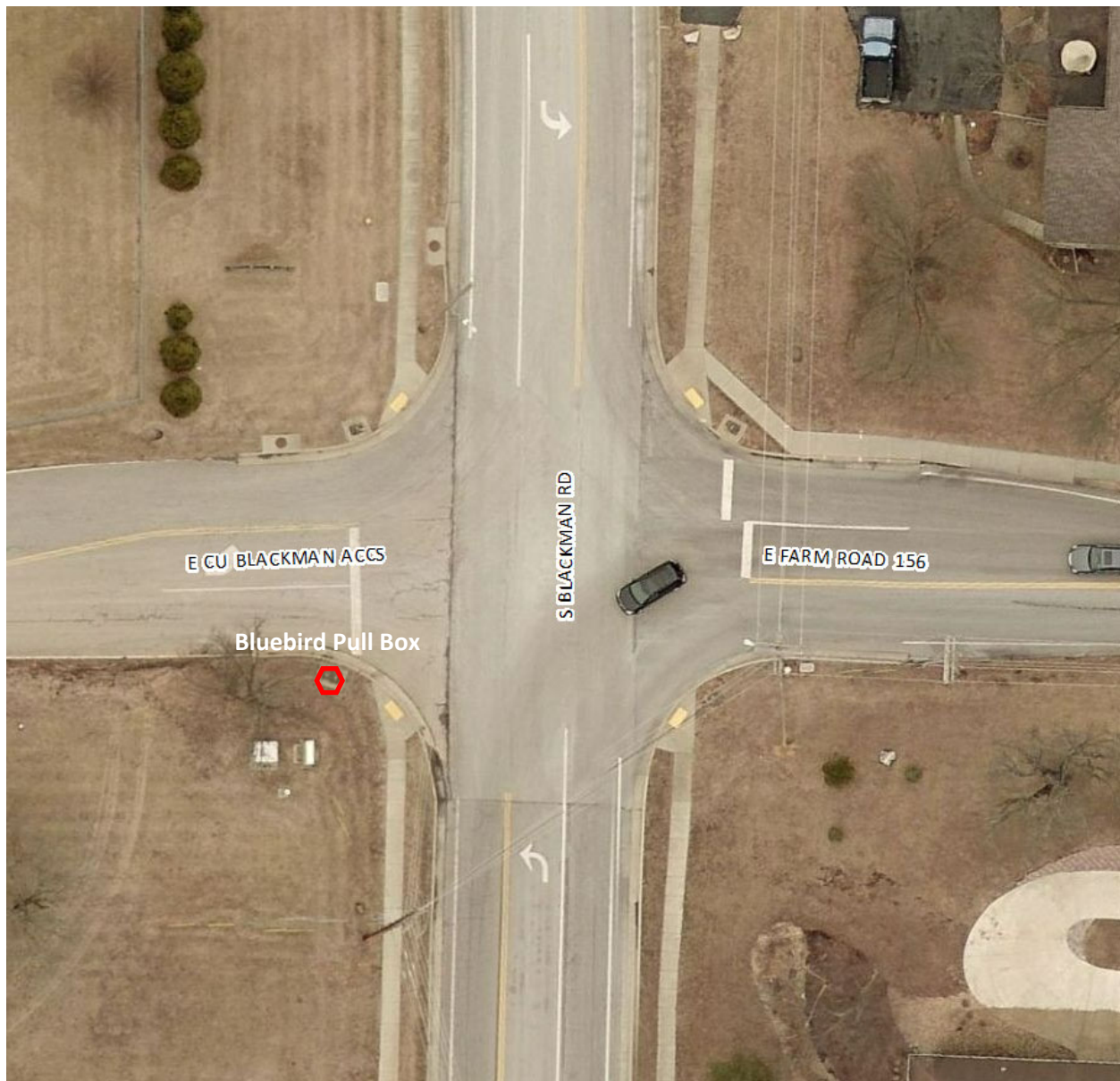


Exhibit 2.3.10 – Grand Street & Kansas Expressway



Exhibit 2.3.11 – Campbell Avenue & Cardinal Drive



Exhibit 2.3.12 – Monastery Street – West of Kimbrough Avenue



Exhibit 2.3.13 – Jefferson Avenue & Chestnut Expressway



Exhibit 2.3.14 – Jefferson Avenue & Olive Street



Exhibit 2.3.15 – Cedarbrook Avenue & Division Street



Exhibit 2.3.16 – Cedarbrook Avenue & Pythian Street

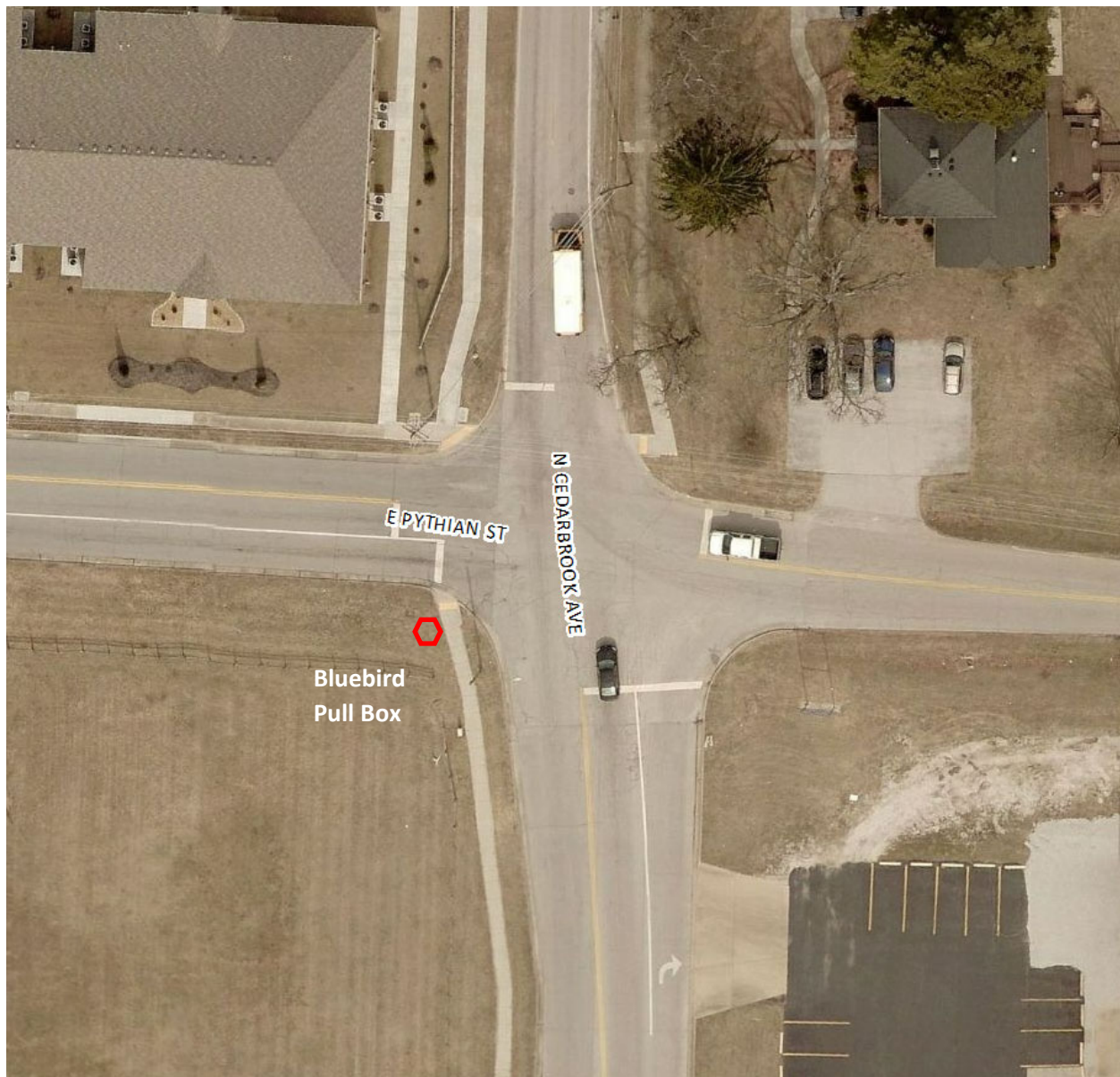


Exhibit 2.3.17 – Cedarbrook Avenue & Chestnut Expressway

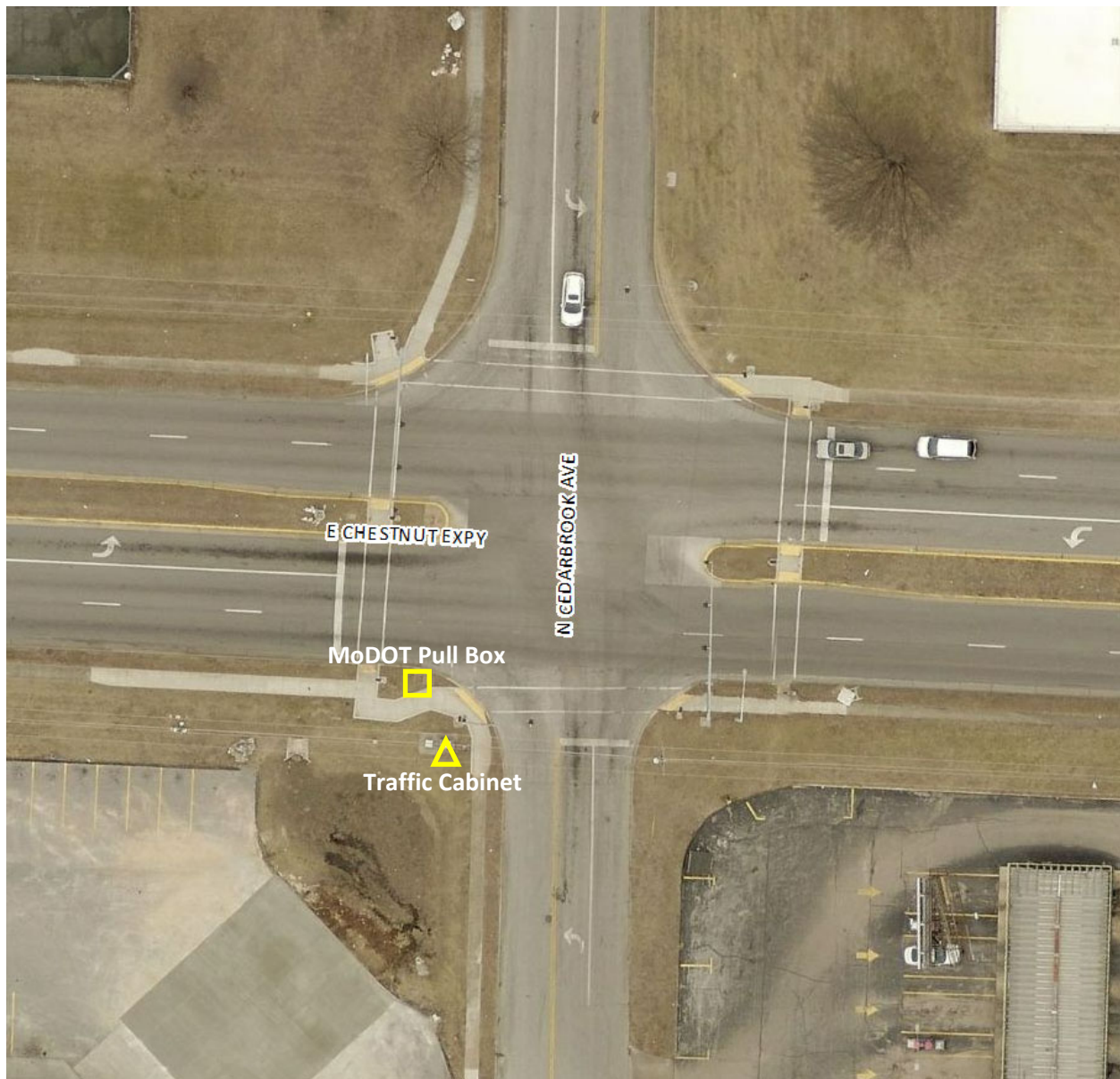


Exhibit 2.3.18 – Ventura Avenue & Sunshine Street



Exhibit 2.3.19 – Ventura Avenue & Seminole Street



One-rdg. _____
P. Hrngs. _____
Pgs. 88
Filed: 08-20-19

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 201

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a supplemental
2 agreement in the amount of \$40,097.53, with Missouri Highways and
3 Transportation Commission and TransCore, LP, for additional
4 development, implementation and maintenance of the Advanced
5 Traffic Management System software and hardware to be operated by
6 the Missouri Department of Transportation and the City of Springfield
7 at the Transportation Management Center of the Ozarks, for traffic
8 management and traveler information services throughout the regional
9 roadway network.
10 _____
11

12 WHEREAS, the City has previously entered into a contract with both the Missouri
13 Highways and Transportation and TransCore, LP, for software and hardware to support
14 the Advanced Traffic Management System; and
15

16 WHEREAS, the additional services will enhance and expand upon the initial
17 contract to address areas identified in development and implementation of the system.
18

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

22 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
23 a supplemental agreement with the Missouri Highways and Transportation Commission
24 and TransCore, LP, said agreement to be in substantially the same form as “Exhibit 1,”
25 which is attached hereto and incorporated herein by reference as though fully set forth.
26

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

30 Passed at meeting: _____
31
32
33

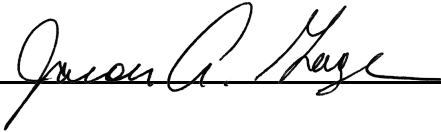
Mayor

34
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Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-201

FILED: 08-20-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a supplemental agreement ("Exhibit 1") with Missouri Highways and Transportation Commission ("MHTC") and TransCore, LP (hereinafter, "Consultant"), for additional development, implementation and maintenance of Advanced Traffic Management System ("ATMS") software and hardware to be operated by the Missouri Department of Transportation ("MoDOT") and the City of Springfield at the Transportation Management Center of the Ozarks ("TMC") for traffic management and traveler information services throughout the regional roadway network.

BACKGROUND INFORMATION: MHTC, the Consultant, and the City previously entered into an agreement (Special Ordinance 26817) ("Exhibit 2") for the purpose of defining the services to be provided by the Consultant and cost apportionment between MoDOT and the City for the development, implementation, and maintenance of TransSuite ATMS software. This supplemental agreement defines additional services to be provided by the Consultant and the terms under which the City and MoDOT will share in the additional cost.

The TransSuite software provides TMC staff with integrated traffic management functionality through deployment of Event Management for incidents, roadwork, and special events; traffic sensor data processing; data storage and retrieval of field data for performance measure reporting; closed-circuit television ("CCTV") traffic monitoring camera control; dynamic message sign ("DMS") control; computer-aided dispatch ("CAD") interface that supports importing of external incidents from E911; and data feeds to the public website and external partners. The software is also utilized in Kansas City and St. Louis, which provides for enhanced interoperability among all three TMCs in Missouri.

Proposed additional services include development and deployment of: 1) two additional dynamic message sign reports that will enhance the ability to determine how field devices are being operated; 2) reports that summarize incident and construction event data filtered/sorted by specific corridors and time periods; and 3) updates to the system mapping and Event Management module providing functionality to define lane closures and more effectively initiate response plans for incidents/events affecting center turn lanes on arterial streets and multiple approaches at intersections.

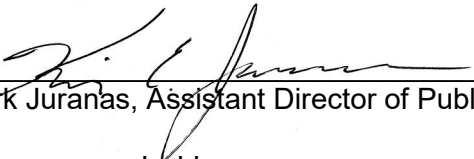
The original total project cost was \$339,987.85, for which the City was responsible for twenty-five percent (25%) of actual costs, not to exceed \$84,996.96, made payable directly to the Consultant. This supplemental agreement would authorize an additional \$160,390.10 total contract amount. The City's share (25%) of additional cost, \$40,097.53, would be funded from the 1/8-cent Transportation Sales Tax Intelligent Transportation Systems ("ITS") and Signal System Improvements Program and is already budgeted.

Supports the following 2019 City Council Priorities:

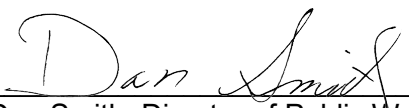
- Quality of Place
- Fiscal Sustainability and Accountability
- Economic Vitality
- Public Safety

REMARKS: This agreement is an example of the City and MoDOT working together to improve regional traffic management and traveler information. Public Works recommends approval of this Council Bill.

Submitted by:


Kirk Juranas, Assistant Director of Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:

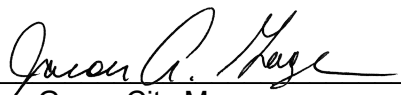

Jason Gage, City Manager

Exhibit 1

CCO Form: DE44
Approved: 01/00 (BDG)
Revised: 06/17 (TP)
Modified:

Supplemental Agreement No. 2019-01-47076
Route: Various
County: Various
Job No.: 8Q3107

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
DESIGN CONSULTANT SUPPLEMENTAL AGREEMENT #2019-01-47076
(FEDERAL ASSISTANCE)**

THIS 1st SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the City of Springfield (hereinafter, "City"), and TransCore ITS, LLC (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Commission, City and the Consultant entered into an Agreement on February 6, 2017, to perform professional services in the preparation of Advanced Transportation Management System (ATMS) software and maintenance for Route Various, Various County, designated as Job No. 8Q3001 (hereinafter, "Original Agreement"); and

WHEREAS, the Commission, City and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES: The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are described and defined in Exhibit A, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (10) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be integrated with the cost of the Original Agreement.

(C) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit B, which is attached hereto and incorporated herein by reference.

(D) The fixed fee and maximum amount payable included in Section (10) of the Original Agreement are modified as follows:

	Original Amount	Supplemental Agreement No. 1	TOTAL
Fixed Fee	\$28,942.27	\$17,184.65	\$46,126.92
Max. Fee Payable	\$339,987.85	\$160,390.10	\$500,377.95

(3) **DBE PARTICIPATION:** In the Original Agreement, the Consultant agreed to use DBE firms to complete an established DBE goal of at least 0% of the total services by dollar value. This DBE goal shall apply to all additional services under the Original Agreement, unless otherwise modified by the Commission by Supplemental Agreement. After evaluation of the work associated with this Supplemental Agreement, it was ultimately determined that a 0% DBE goal would apply to this supplemental work.

DBE FIRM NAME(S) FOR THIS SUPPLEMENTAL	TYPE OF SERVICE	TOTAL VALUE OF DBE WORK FOR THIS SUPPLEMENTAL	PERCENTAGE OF SUBCONTRACT VALUE APPLICABLE TO THE TOTAL GOAL
DBE Firm #1		\$	%
DBE Firm #2		\$	%
DBE Firm #3		\$	%
DBE TOTAL VALUE FOR THIS SUPPLEMENTAL	\$		

DBE TOTAL VALUE (including Original Contract DBE work)	\$
--	----

ESTIMATED % DBE PARTICIPATION FOR THIS SUPPLEMENTAL: DBE total value for this supplemental divided by the maximum fee payable for this supplemental	%
--	---

ESTIMATED TOTAL % DBE PARTICIPATION: DBE total value (including Original Contract DBE work) divided by the total maximum fee payable (the total contract ceiling)	%
--	---

(4) **SUBCONSULTANTS:** Pursuant to Section (8) of the Original Agreement and in addition to any other firms expressly permitted by the Commission to perform subconsultant services, the Commission consents to transfer of a portion of the Consultant's services to the following firms:

<u>Firm Name</u>	<u>Complete Address</u>	<u>Nature of Services</u>
gbaSI	9801 Renner Blvd, Suite 300, Lenexa, KS 66219	IT Support
Vireo	929 Walnut Street, Suite 700, Kansas City, MO 64106	Program Support

(5) PERIOD OF SERVICE: Exhibit C, Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit C for completion of these additional services shall be 0 days. The projected completion date shown on Exhibit C remains November 3, 2020, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement.

[remainder of page intentionally left blank]

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

Executed by the Consultant this ____ day of _____, 20__.

Executed by the City this ____ day of _____, 20__.

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

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: _____

Title: _____

ATTEST: (Commission seal)

Secretary to the Commission

APPROVED AS TO FORM:

Commission Counsel

TRANSCORE ITS, LLC

By: _____

Title: _____

ATTEST: (Consultant seal, if existing)

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

CITY OF SPRINGFIELD

By: _____

Title: _____

ATTEST: (City seal, if existing)

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

City Ordinance Number _____

Springfield Region

Advance Transportation Management System (ATMS)

Extension No.1

Exhibit A: Scope of Services

Prepared for:



Transportation Management Center of the Ozarks
1107 W. Chestnut Expressway
Springfield, MO 65802

Prepared by:



150 4th Avenue North
Suite 1200
Nashville, TN 37219

April 29, 2019
Version 1.5 (v1g)



Revision #	Date	Purpose
1.0	Jan-10-2019	Initial extension draft
1.1	Jan-23-2019	Incorporate comments after internal review of task descriptions
1.2	Jan-24-2019	Release draft to client for review and comment
1.3	Feb-8-2019	Revised per client comments
1.4	Jun-10-2019	Added core system support

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INTRODUCTION

Through this work, TransCore shall provide technical services and enhancement work for the Commission and City of Springfield, that will facilitate improved reporting and operations support for the regional transportation management center.

The following document details the scope of work covering the tasks to be performed under the contract period.

1. PROJECT MANAGEMENT

This task includes all activities necessary to administer and provide quality control for the project, development of action items, cost and schedule control, development of regular progress reports, and contracting activities.

1.1 Project Manager

TransCore will provide a project manager who will coordinate directly with project staff and TransCore personnel. The manager will help facilitate the planning, execution, review, and client acceptance of each aspect of the project. The individual will provide monitoring and control services to ensure that the project stays on schedule and budget and meets all quality standards.

2. ENHANCEMENT TASKS

The following tasks have been identified as part of the contract extension.

2.1 DMS Usage Reports

As part of this effort TransCore will develop and deploy two dynamic message sign reports that will enhance the ability to determine how field devices are being operated. System requirements for this enhancement include:

User Interface Requirements

- User can have the option of selecting one or more DMS for report
- Display of DMS Description and ID to allow for signs to be easy to identify for user selection
- Ability to sort signs by organization, ID, Route to help quick identify a DMS grouping to review
- Should support the ability to do a dynamic smart search function, where a user enters part of the sign's description and a list of potential devices appear based on if any part of the typed field matches any part of the description, the list would decrease as more text is entered
- Should support the ability to select a date range using both calendar or allowing user to enter a start/end date and time

Report Output Requirements

- Results should be first displayed to the user's screen but allow for them to save the displayed report as a word, pdf, or html document

Report: Total Time in Use

- Report will show the total time a DMS was active over the period selected by the user
- Report will list "Total Time Active" in "minutes:seconds"; calculated based on actual time a message of any kind was visible



- Report will list longest continuous message displayed over this period and time/date it was active; calculated based on determining the longest string of time any single message was displayed and display both the message and the start/end date/time this message was displayed
- Report will show total time each TIS function used the selected board; calculated for each TIS function, such as EM, Schedule, User, Plan, Etc over the period indicated for the user
- If more than one board is selected by the user the information in the previous bullets will be displayed for each sign selected, with each individual DMS as a header separating each section

Report: Detailed DMS Communication History

- Report will be like the currently available DMS History Report in TIS, except instead of display time/date and message duration, the report list time/date and duration of each time the DMS was not unable to be reached due to unable to communicate
- Report should provide a summary displaying total amount of time over the user selected period that sign was in comm failed condition

Deliverables:

Report: Total Time in Use

Report: Detailed DMS Communication History

2.2 Data Portal / Event Viewer: Corridor Reports

Under this task TransCore would add the ability to generate a report that provides the following items on a monthly basis.

User Interface Requirements

- Report will be accessible through the Data Portal / Event Viewer interface
- Although designed for monthly reporting other date and time ranges should be supported

Report Output Requirements

- Results should be first displayed to the user's screen but allow for them to save the displayed report as a word, pdf, or html document

Optional Requirements

- Optional output to be discussed; setup of a dashboard that shows this information in a visualized form instead of a tabular report
- Optional function to allow "saving" of filters to allow a user run any number of reports not just the summary reports to be generated below

Report: System Wide Performance

- Total Incidents Entered
- Total Confirmed Incidents
- Total Incidents from 7am to 6pm (working hours)
- Total Confirmed Incidents from 7am to 6pm (working hours)
- % of Working Hour Incidents to Total Incidents
- % of Working Hour Confirmed Incidents to Total Working Hour Incidents
- Avg Incident Duration (Detection to Clearance—for confirmed incidents only)
- Avg Lane Blockage Duration (Mainline Only)
- Response Time for MoDOT ER
- Total Construction Events
- Total number of incidents that had DMS boards lit in association



Report: Corridor Performance

Same requirements as "System Wide Performance" filtered for pre-determined corridors.

Deliverables:

Report: System Wide Performance

Report: Corridor Performance

2.3 Add Center Lane to Map and Event Manager

The Event Management System currently supports locations with a single direction covering Interstate or other limited access roads. Arterials only sometimes have a median that would be able to reasonably accommodate having two locations in TransSuite, one for each direction. Arterials without a median should really be modeled as a single segment for both directions.

Event Management Interface

To better support arterial location with no median we are proposing to change Event Management from its current representation of each direction as an independent location to a single location that represent both directions. We will add new fields to support storing the opposing lane configuration and impact plans alongside the current fields. In addition, events with a bidirectional location will have the current impact level, for positive direction, and a new field for opposing impact level.

Lane Closures

The current way of entering lane closures looks like the following:



The UI will change to a more graphical representation of the buttons like the following:



Impact Plans

Additional configuration of opposing impact plans and event opposing impact level will be available.

Cameras

Arterial locations tend to have camera coverage on cross streets in addition to main streets. Minimally Event Management should support associating the cross street to left and to right cameras with buttons like the current before and after cameras.



Location Data

To support the bidirectional segments in TransSuite location data we will need to add at least the following fields to TransSuite location data in the database and the source GIS data:

- Is Arterial: If the location is an arterial location
- Opposing Cross Street: Next cross street when coming the direction opposing what is considered positive for the segment
- Opposing Cross Street, for right turns: Next cross street for right turns when coming the direction opposing what is considered positive for the segment
- Opposing Cross Street, for left turns: Next cross street for left turns when coming the direction opposing what is considered positive for the segment
- Opposing Impact Plan: Dynamic response impact plan to use for opposing what is considered positive for the segment
- Opposing Location: Relative location of the Opposing Cross Street
- Opposing Location To: Relative location of the Opposing Cross Street for turns
- Center Turn Lane Count: Number of centers turn lanes
- Opposing Left Turn Lane Count: Number of left turn lanes in direction opposing what is considered positive for the segment
- Opposing Mainline Lane Count: Number of mainline lanes in direction opposing what is considered positive for the segment
- Opposing Right Turn Lane Count: Number of right turn lanes in direction opposing what is considered positive for the segment
- Opposing Right Shoulder Count: Number of right shoulder lanes in direction opposing what is considered positive for the segment

A series of scenarios are in Appendix A to show how this would function under typical use cases once deployed.

2.4 Add Additional Intersection Configurations

Additional land configurations have been reviewed but labor estimates can not be generated.

Supporting these new types of intersection configurations would require extensive reprogramming for the dynamic functions of the Event Management application. Continued evaluation is being done, but scope or estimate can be provided at this time.

2.5 Ongoing Support Services

Continued support will be provided by TransCore through the enhancement's deployment through the end of the contract. The support is meant to allow for tweaking the developed feature and for general maintenance and troubleshooting activities necessary to keep the system operating at a high level.

3. CORE SYSTEM MAINTENANCE

3.1 System Operational Support

TransCore will continue to offer support and maintenance of the core installation and provide troubleshooting and configuration of the production environment. This means providing review and investigation of issues or questions that arise during the ongoing use of the system, as well as correcting discovered bugs. Ongoing support for map changes, or adjustments to configurations of currently defined or new equipment to be added to the system are also supported by this effort.



4. SCHEDULE

4.1 Project Timeframe

It is anticipated that the work will conclude prior to the end of the current project completion which has a contractual end date of December 30, 2020, unless stated otherwise through agreed to amendments between parties.

5. COST SCHEDULE

5.1 Payment Terms

Current hours and cost anticipated for the work are broken down as follows:



150 4th Avenue North, Suite 1200
Nashville, TN 37219

Prepared By:
Rick Zygowicz
414-331-5821
Rick.Zygowicz@TransCore.com

Consultant Contract Fee Computation - Exhibit B

Summary of Costs

Project: Springfield-ATMS Ext-1
Revised: June 10, 2019

Prepared For:
Customer: MoDOT/City of Springfield
Contact: Marc Lewis

Labor Costs

Person	Role	Hours	Rate	Total
David Shackelford	Software Manager	305	\$ 68.10	\$ 20,769.74
Keith Patton	Responsible Officer	0	\$ 68.25	\$ -
Rick Zygowicz	Project Manager	53	\$ 60.59	\$ 3,211.23
Glen Holcomb	Senior Software Engineer	198	\$ 48.26	\$ 9,555.88
James Lewis	Software Engineer	80	\$ 40.74	\$ 3,259.42
Eric Purser	Software Support	112	\$ 37.10	\$ 4,155.72
Kevin Jones	Software Support	188	\$ 21.59	\$ 4,058.45
Leticia Tomusiak	Quality Control Engineer	120	\$ 34.60	\$ 4,151.98
Michael Bayer	Senior Systems Engineer	54	\$ 49.18	\$ 2,655.56
Tiffany Bronk	Support Coordinator	166	\$ 35.67	\$ 5,921.97
Total Direct Labor		1,276		\$ 57,739.94
Overhead	148.02%			\$ 85,465.51
Subtotal				\$ 143,205.45
Fee	12.00%			\$ 17,184.65
Subtotal Labor Costs				\$ 160,390.10

Direct Expenses

	Total
Airfare	\$ -
Hotel	\$ -
Car Rental & Fuel	\$ -
Mileage	\$ -
PerDiem	\$ -
Parking	\$ -
Hardware & COTS	\$ -
License	\$ -
Subtotal Direct Expenses	\$ -

Subconsultants

	Total
GBAsi	\$ -
Vireo	\$ -
Subtotal Subconsultants	\$ -

Project Total	\$ 160,390.10
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Consultant Contract Fee Computation - Exhibit B

TransCore
Estimate of Hours

Project: Springfield-ATMS Exp-1
Customer: MoDOT/City of Springfield
Revised: June 10, 2019

Task Description	Employee Name	David Shackelford	Keith Patton	Rick Zigowitz	Glen Holcomb	James Lewis	Eric Purser	Kevin Jones	Leticia Tomudlik	Michael Bayer	Tiffany Blank	Total
Role	Responsible	Manager	Officer	Manager	Engineer	Engineer	Software Support	Software Support	Quality Control Engineer	Senior Systems Engineer	Support Coordinator	
1 Project Management												
1.1 Project Manager				4								4
Task Subtotal				4								4
2.1 Bih-DMS Usage Reports												
Interface/Output	10				6		4	4		4		28
Report: Total Time in Use	10				8		8	8		4	3	41
Report: DMS Comm History	10				8		8	8		4	3	41
Task Subtotal	30				22		20	20		12	6	110
2.2 Bih-DP / EV Corridor Reports												
Interface/Output	10				6		4	4		4		28
Report: Systems Wide Data	20				20		18	16		8	5	87
Report: Corridor by Corridor Data	25				20		20	20		20	10	105
Task Subtotal	55				46		42	40		22	15	220
2.3 Center Lane Support Map/DM												
Interface Enhancements	100			4	50		50	48	40	20	25	337
Task Subtotal	100			4	50		50	48	40	20	25	337
2.4 Add Intersection Config (Currently Under Test)												
Task Subtotal												
2.5 Ongoing Support Services												
Continued maintenance												
Task Subtotal												
3 Data System Maintenance												
3.1 System Operational Support	120			45	80	80	80	80	80	80	120	605
Task Subtotal	120			45	80	80	80	80	80	80	120	605
Project Total	305			53	198	80	112	388	120	54	166	1,276

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS Ext-1
 Customer: MoDOT/City of Springfield
 Revised: June 10, 2019

Direct Expenses

Task	Description	Direct Cost: Unit Rate	Airfare	Hotel	Car Rental & Fuel	Mileage	Per Diem	Parking	Hardware & COTS	License	Total
1 Project Management											
1.1	Project Manager		0	0	0	0	0	0	0	0	-
Task Subtotal											
2.1 Enh-DMS Usage Reports											
	Interface/Output										-
	Report: Total Time in Use										-
	Report: DMS Comm History										-
Task Subtotal											
2.2 Enh-OP / EV Corridor Reports											
	Interface/Output										-
	Report: System Wide Data										-
	Report: Corridor by Corr Data										-
Task Subtotal											
2.3 Center Lane Support Map/EM											
	Interface Enhancements										-
Task Subtotal											
2.4 Add Intersection Config.											
	(Currently Undefined)										-
Task Subtotal											
2.5 Ongoing Support Services											
	Continue Maintenance										-
Task Subtotal											
3 Core System Maintenance											
3.1	System Operational Support		0	0	0	0	0	0	0	0	-
Task Subtotal											
Project Total Quantity											
Project Total Cost											
		\$	-	\$	-	\$	-	\$	-	\$	-



Summary of Costs by Task

Consultant Contract Fee Computation - Exhibit B

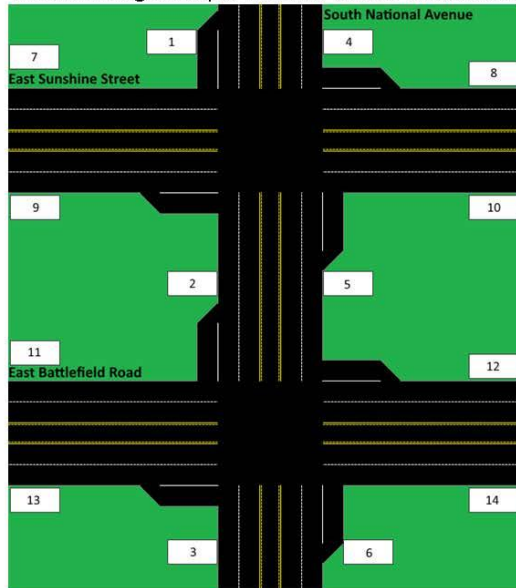
Project: Springfield-ATMS Ext-1
Customer: MoDOT/City of Springfield
Revised: June 10, 2019

Task	Description	Total Labor Costs	Direct Expenses	Total
1 Project Management				
1.1	Project Manager	\$ 673.22	\$ -	\$ 673.22
	Task Subtotal	\$ 673.22	\$ -	\$ 673.22
2.1 Enh-DMS Usage Reports				
	Interface/Output	\$ 3,894.54	\$ -	\$ 3,894.54
	Report: Total Time in Use	\$ 5,112.10	\$ -	\$ 5,112.10
	Report: DMS Comm History	\$ 5,112.10	\$ -	\$ 5,112.10
	Task Subtotal	\$ 14,118.74	\$ -	\$ 14,118.74
2.2 Enh-DP / EV Corridor Reports				
	Interface/Output	\$ 3,894.54	\$ -	\$ 3,894.54
	Report: System Wide Data	\$ 10,867.49	\$ -	\$ 10,867.49
	Report: Corridor by Corr Data	\$ 13,027.99	\$ -	\$ 13,027.99
	Task Subtotal	\$ 27,790.02	\$ -	\$ 27,790.02
2.3 Center Lane Support Map/EM				
	Interface Enhancements	\$ 43,378.24	\$ -	\$ 43,378.24
	Task Subtotal	\$ 43,378.24	\$ -	\$ 43,378.24
2.4 Add Intersection Config.				
	(Currently Undefined)	\$ -	\$ -	\$ -
	Task Subtotal	\$ -	\$ -	\$ -
3 Core System Maintenance				
3.1	System Operational Support	\$ 74,429.88	\$ -	\$ 74,429.88
	Task Subtotal	\$ 74,429.88	\$ -	\$ 74,429.88
	Project Total	\$ 85,960.22	\$ -	\$ 160,390.10

6. APPENDIX A: CENTER LANE SUPPORT SCENARIOS

6.1 Example Location

The following example location will be used throughout the discussion:



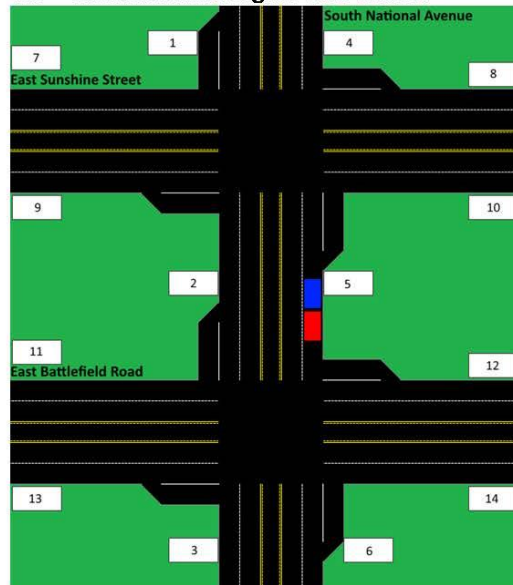
The location is based on an actual section of South National Avenue between two major arterials with several minor arterial cross streets in between. The locations positive direction, the direction shown on the righthand side in lane closures, is northbound.

6.2 Signs

The following list describes the signs that will be referenced for message in the example scenarios:

1. Southbound sign before any example events
2. Southbound sign at or near any example events
3. Southbound sign past any example events
4. Northbound sign after any example events
5. Northbound sign at or near any example events
6. Northbound sign before any example events
7. Westbound sign on East Sunshine Road after South National Avenue
8. Westbound sign on East Sunshine Road before South National Avenue
9. Eastbound sign on East Sunshine Road before South National Avenue
10. Eastbound sign on East Sunshine Road after South National Avenue
11. Westbound sign on East Battlefield Road after South National Avenue
12. Westbound sign on East Battlefield Road before South National Avenue
13. Eastbound sign on East Battlefield Road before South National Avenue
14. Eastbound sign on East Battlefield Road after South National Avenue

6.3 Northbound: Right Lane Closed



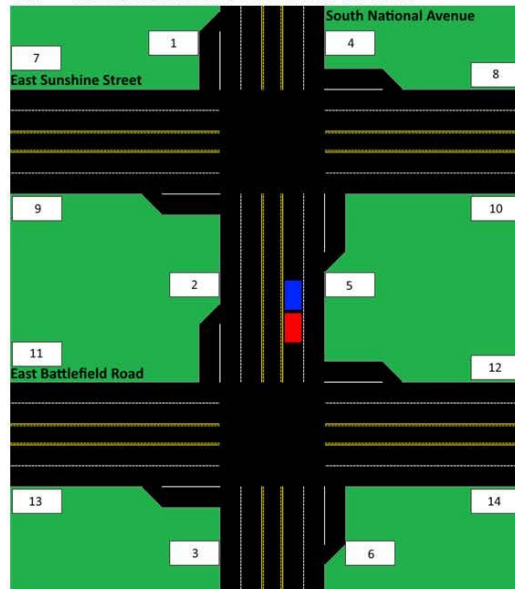
6.3.1 Web Description

ACCIDENT
S NATIONAL ST NB PAST E BATTLEFIELD RD
RIGHT LANE CLOSED
EST. CLEARANCE TIME: <time>

6.3.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL NB PAST SUNSHINE	EXPECT SLOW TRAFFIC
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT PAST BATTLEFIELD	RIGHT LANE CLOSED
7	N		
8	N		
9	N		
10	N		
11	N		
12	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	RIGHT LANE CLOSED
13	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	RIGHT LANE CLOSED
14	N		

6.4 Northbound: Left Lane Closed



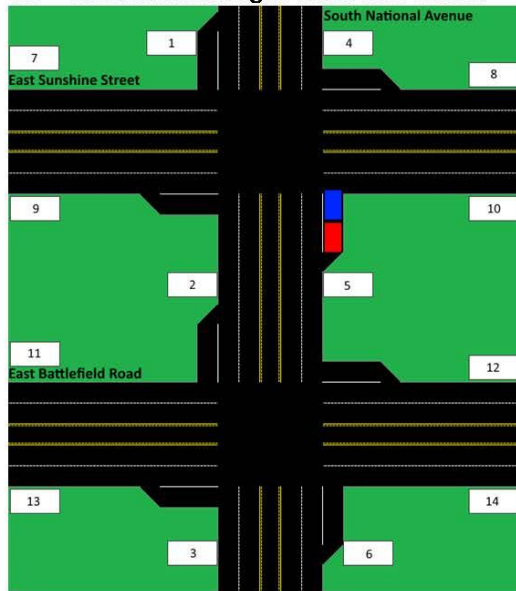
6.4.1 Web Description

ACCIDENT
S NATIONAL ST NB PAST E BATTLEFIELD RD
LEFT LANE CLOSED
EST. CLEARANCE TIME: <time>

6.4.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL NB PAST SUNSHINE	EXPECT SLOW TRAFFIC
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT PAST BATTLEFIELD	LEFT LANE CLOSED
7	N		
8	N		
9	N		
10	N		
11	N		
12	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	LEFT LANE CLOSED
13	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	LEFT LANE CLOSED
14	N		

6.5 Northbound: Right Turn Lane Closed



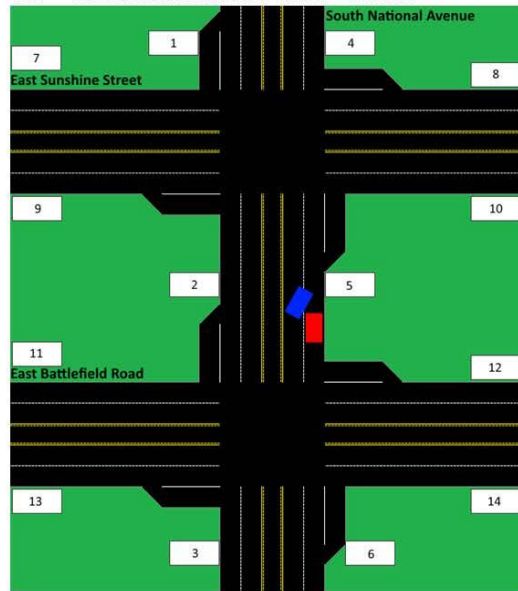
6.5.1 Web Description

ACCIDENT
S NATIONAL ST NB PAST E BATTLEFIELD RD
RIGHT TURN LANE CLOSED
EST. CLEARANCE TIME: <time>

6.5.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL NB PAST SUNSHINE	EXPECT SLOW TRAFFIC
2	N		
3	N		
4	N		
5	Y	ACCIDENT NATIONAL NB AT SUNSHINE	
6	Y	ACCIDENT NATIONAL NB AT SUNSHINE	RIGHT TURN LANE CLOSED
7	N		
8	N		
9	N		
10	N		
11	N		
12	Y	ACCIDENT NATIONAL NB AT SUNSHINE	
13	Y	ACCIDENT NATIONAL NB AT SUNSHINE	RIGHT TURN LANE CLOSED
14	N		

6.6 Northbound: All Lanes Closed



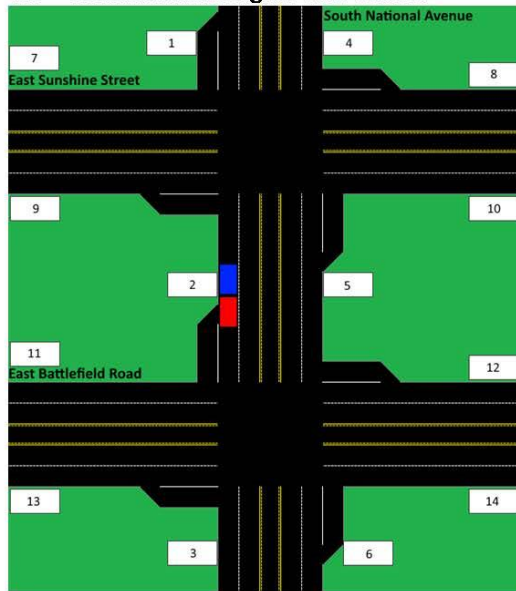
6.6.1 Web Description

ACCIDENT
S NATIONAL ST NB PAST E BATTLEFIELD RD
ALL LANES CLOSED
EST. CLEARANCE TIME: <time>

6.6.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL NB PAST SUNSHINE	EXPECT SLOW TRAFFIC
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT PAST BATTLEFIELD	ALL LANES CLOSED
7	N		
8	N		
9	N		
10	N		
11	N		
12	N	ACCIDENT NATIONAL NB PAST BATTLEFIELD	ALL LANES CLOSED
13	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	ALL LANES CLOSED
14	N		

6.7 Southbound: Right Lane Closed



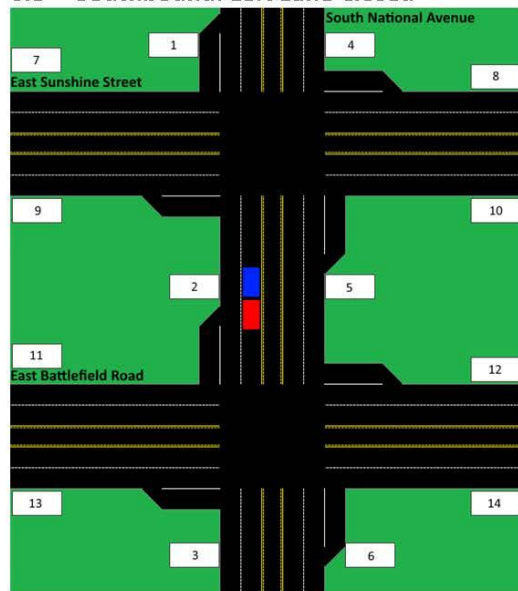
6.7.1 Web Description

ACCIDENT
S NATIONAL ST SB PAST E SUNSHINE ST
RIGHT LANE CLOSED
EST. CLEARANCE TIME: <time>

6.7.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT PAST SUNSHINE	RIGHT LANE CLOSED
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT NATIONAL SB PAST BATTLEFIELD	EXPECT SLOW TRAFFIC
7	N		
8	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	RIGHT LANE CLOSED
9	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	RIGHT LANE CLOSED
10	N		
11	N		
12	N		
13	N		
14	N		

6.8 Southbound: Left Lane Closed



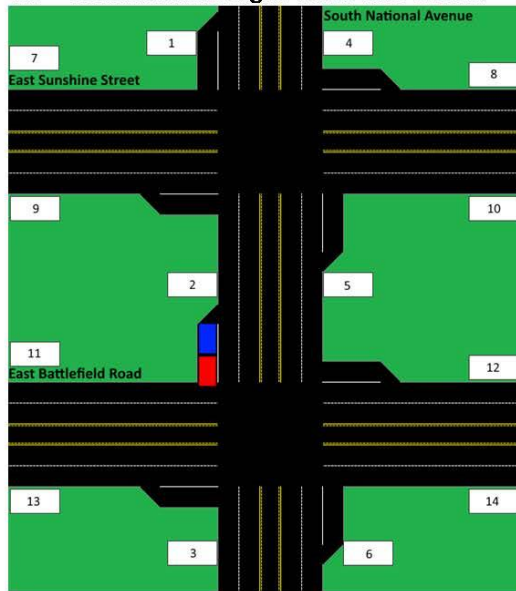
6.8.1 Web Description

ACCIDENT
S NATIONAL ST SB PAST E SUNSHINE ST
LEFT LANE CLOSED
EST. CLEARANCE TIME: <time>

6.8.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT PAST SUNSHINE	LEFT LANE CLOSED
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT NATIONAL SB PAST BATTLEFIELD	EXPECT SLOW TRAFFIC
7	N		
8	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	LEFT LANE CLOSED
9	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	LEFT LANE CLOSED
10	N		
11	N		
12	N		
13	N		
14	N		

6.9 Southbound: Right Turn Lane Closed



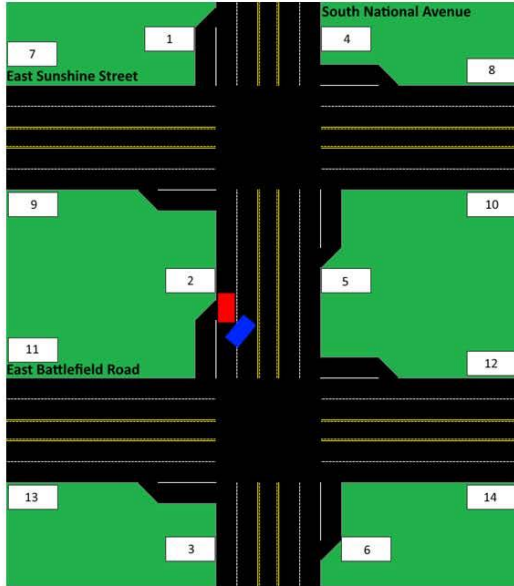
6.9.1 Web Description

ACCIDENT
S NATIONAL ST SB PAST E SUNSHINE ST
RIGHT TURN LANE CLOSED
EST. CLEARANCE TIME: <time>

6.9.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL SB AT BATTLEFIELD	RIGHT TURN LANE CLOSED
2	Y	ACCIDENT NATIONAL SB AT BATTLEFIELD	
3	N		
4	N		
5	N		
6	Y	ACCIDENT NATIONAL SB PAST BATTLEFIELD	EXPECT SLOW TRAFFIC
7	N		
8	Y	ACCIDENT NATIONAL SB AT BATTLEFIELD	RIGHT TURN LANE CLOSED
9	Y	ACCIDENT NATIONAL SB AT SUNSHINE	RIGHT TURN LANE CLOSED
10	N		
11	N		
12	N		
13	N		
14	N		

6.10 Southbound: All Lanes Closed



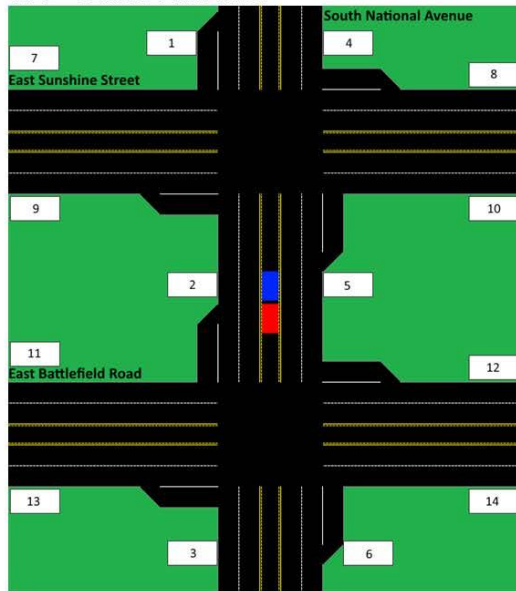
6.10.1 Web Description

ACCIDENT
S NATIONAL ST SB PAST E SUNSHINE ST
ALL LANES CLOSED
EST. CLEARANCE TIME: <time>

6.10.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT PAST SUNSHINE	ALL LANES CLOSED
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT NATIONAL SB PAST BATTLEFIELD	EXPECT SLOW TRAFFIC
7	N		
8	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	ALL LANES CLOSED
9	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	ALL LANES CLOSED
10	N		
11	N		
12	N		
13	N		
14	N		

6.11 Center Turn Lane



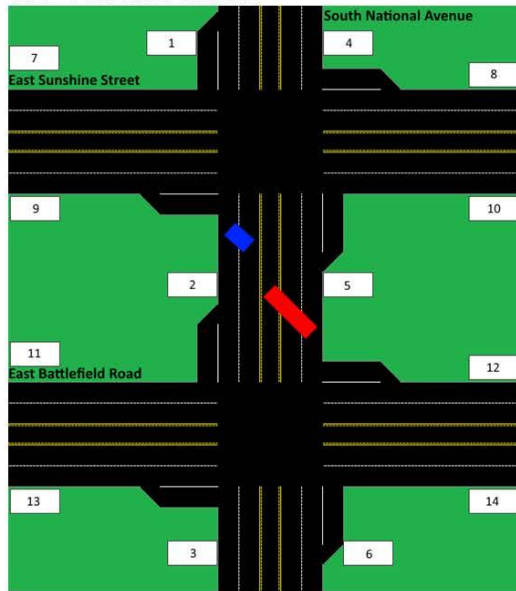
6.11.1 Web Description

ACCIDENT
S NATIONAL ST BETWEEN E BATTLEFIELD RD AND E SUNSHINE ST
LEFT TURN LANE CLOSED
EST. CLEARANCE TIME: <time>

6.11.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT PAST SUNSHINE	CENTER TURN LANE CLOSED
2, 3, 4, 5	N		
6	Y	ACCIDENT PAST BATTLEFIELD	CENTER TURN LANE CLOSED
7	N		
8	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	LEFT TURN LANE CLOSED
9	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	LEFT TURN LANE CLOSED
10	N		
11	N		
12	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	LEFT TURN LANE CLOSED
13	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	LEFT TURN LANE CLOSED
14	N		

6.12 All Lanes Closed



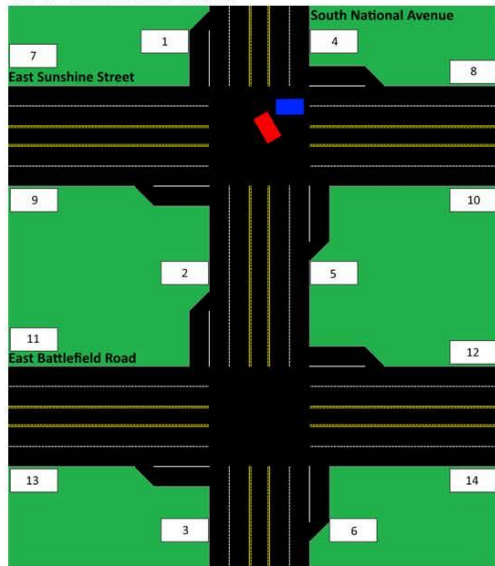
6.12.1 Web Description

ACCIDENT
S NATIONAL ST BETWEEN E BATTLEFIELD RD AND E SUNSHINE ST
ALL LANES CLOSED
EST. CLEARANCE TIME: <time>

6.12.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT PAST SUNSHINE	ALL LANES CLOSED
2, 3, 4, 5	N		
6	Y	ACCIDENT PAST BATTLEFIELD	ALL LANES CLOSED
7	N		
8	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	ALL LANES CLOSED
9	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	ALL LANES CLOSED
10	N		
11	N		
12	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	ALL LANES CLOSED
13	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	ALL LANES CLOSED
14	N		

6.13 In Intersection



6.13.1 Web Description

ACCIDENT
S NATIONAL ST AT E SUNSHINE ST
ALL LANES CLOSED
EST. CLEARANCE TIME: <time>

6.13.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL NB AT SUNSHINE	EXPECT SLOW TRAFFIC
2, 3, 4	N		
5	Y	ACCIDENT AT SUNSHINE	ALL LANES CLOSED
6	Y	ACCIDENT AT SUNSHINE	ALL LANES CLOSED
7	N		
8	Y	ACCIDENT AT NATIONAL	ALL LANES CLOSED
9	Y	ACCIDENT SUNSHINE WB AT NATIONAL	EXPECT SLOW TRAFFIC
10, 11	N		
12	Y	ACCIDENT NATIONAL NB AT SUNSHINE	ALL LANES CLOSED
13	Y	ACCIDENT NATIONAL NB AT SUNSHINE	ALL LANES CLOSED
14	N		



Exhibit 2

2017-0049

CCO Form: DE01-FA
Approved: 07/99 (DPP)
Revised: 06/15 (AR)
Modified:

Project Design Consultant Agreement
Route: Various
County: Various
Job No.: 8Q3001, 8Q3073, 8Q3107

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROJECT DESIGN CONSULTANT AGREEMENT (FEDERAL ASSISTANCE)

THIS AGREEMENT is entered into by TransCore ITS, LLC (hereinafter, "Consultant") and the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield (hereinafter, "City"). Collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Commission and City of Springfield have undertaken a regional Intelligent Transportation Systems (ITS) program called Transportation Management Center of the Ozarks (hereinafter referred to as "TMC of the Ozarks") located in Springfield, MO; and

WHEREAS, the Parties have selected the Consultant to perform professional services in the preparation of Advanced Transportation Management System (ATMS) software and maintenance for Route Various, Various County, from n/a to n/a, designated as Job No. 8Q3001.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Commission, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) **DEFINITIONS:** The following definitions apply to these terms, as used in this Agreement:

(A) "AASHTO" means the American Association of State Highway and Transportation Officials.

(B) "COMMISSION" means the Missouri Highways and Transportation Commission, an executive branch agency of state government, which acts by and through its Director, Chief Engineer and others in the Missouri Department of Transportation.

(C) "CONSULTANT" means the firm providing professional services to the Commission and City as a party to this Agreement.

(D) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in writing by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Commission's Engineers.

(E) "DELIVERABLES" means all software, drawings, and documents prepared in performance of this Agreement, to be delivered to and become the property of the Commission pursuant to the terms and conditions set out in Section (13) of this Agreement.

(F) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 C.F.R. Part 26, which is certified as a DBE firm in Missouri by the Commission. Appropriate businesses owned and controlled by women are included in this definition.

(G) "ENGINEER" means the Chief Engineer or any other authorized representative of the Commission. Where the specific term "Chief Engineer" is used, it shall mean the Chief Engineer exclusively.

(H) "FHWA" means the Federal Highway Administration within the USDOT, headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Engineer, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Commission either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE," in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Commission.

(M) "USDOT" means the United States Department of Transportation,

headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(O) "TMC of the Ozarks" means the Missouri Highways and Transportation Commission and the City of Springfield, and their representatives, as engaged in the regional ITS program.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary for Advanced Traffic Management System (ATMS) software, central traffic signal system software, and maintenance management software, as well as maintenance of all software and hardware provided.

(B) The specific services to be provided by the Consultant are set forth on Exhibit A to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Commission reserves the right to direct additional services not described in Exhibit A as changed or unforeseen conditions may require. Such direction by the Commission or its Engineer shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the supplemental agreement.

(4) INFORMATION AND SERVICES PROVIDED BY THE COMMISSION:

(A) At no cost to the Consultant and in a timely manner, the Commission will provide available information of record which is pertinent to this project to the Consultant upon request. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Commission concerning the project site, including without limitation, boring logs and subsurface data, pile driving and load testing, utility locations and layout survey data and will as expeditiously as possible advise the Engineer of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the

Commission shall provide the Consultant with new or verified data or information upon which the Consultant is entitled to rely. The Consultant shall not be liable for any errors, omissions, or deficiencies in the Consultant's services resulting from inaccurate or inadequate information furnished by the Commission which inaccuracies or inadequacies are not detected by the Consultant unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Commission and City; and if none are expressly established in this Agreement, published manuals and policies of the Commission and FHWA which shall be furnished by the Commission upon request; and, absent the foregoing, manuals and policies of AASHTO, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, design criteria and project planning will be in accordance with the information set out in Exhibit A. In addition, coordination meetings between the consultant, the TMC of the Ozarks, St. Louis Gateway Guide, and Kansas City Scout will be held on a quarterly basis.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Commission project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed plans, plans submitted for review by permit authorities, and plans issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plan(s), when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the plan(s) or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and

not obscured by other markings, as a disclosure to others that the plan(s) are incomplete or preliminary. When the plan(s) are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the plan(s) shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Commission and its Engineers, consultants, and contractors on adjacent projects, and with municipalities and local government officials, public utility companies and others as may be directed by the Engineer. This shall include attendance at meetings, discussions, and hearings as requested by the Engineer. The minimum number and location of public meetings and public hearings shall be defined in Exhibit A.

(F) In the event any lawsuit or court proceeding of any kind is brought against the TMC of the Ozarks, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the TMC of the Ozarks in preparing the TMC of the Ozarks's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the TMC of the Ozarks by the Consultant will be compensated at an amount or rate negotiated between the TMC of the Ozarks and the Consultant as will be identified in a separate agreement between the TMC of the Ozarks and the Consultant. To the extent the assistance given to the TMC of the Ozarks by the Consultant was necessary for the TMC of the Ozarks to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the TMC of the Ozarks to the Consultant will be reimbursed to the TMC of the Ozarks.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, 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, gifts, 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 will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0 % of the total Agreement dollar value.

(B) Consultant's Certification Regarding DBE Participation: The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. Policy: It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Commission to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by the Commission.

6. Verification of DBE Participation: Prior to final payment by the Commission, the Consultant shall file a list with the Commission showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Commission, the Commission may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Commission, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Commission is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Paragraph (7)(B)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and

socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete, 0 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
Vireo	Public Relations	N/A	N/A	N/A

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Paragraph (7)(B)(8) is less than the Commission's DBE goal given in Subsection (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Commission in Subsection (7)(A):

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the proper written consent of the Commission. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS

<u>Firm Name</u>	<u>Complete Address</u>	<u>Nature of Services</u>
gbaSI	9801 Renner Blvd, Suite 300, Lenexa, KS 66219	IT Support
Vireo	929 Walnut Street, Suite 700, Kansas City, MO 64106	Program Support

(B) The Consultant agrees, and shall require the selected Subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times at no charge to the Commission and their designees and/or representatives during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Commission or any of its authorized representatives (or any authorized representative of the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Commission, the Consultant agrees to require, and shall provide evidence to the Commission, that those Subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subcontract agreements, and in not less than the following amounts:

1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence; and
3. Worker's Compensation in accordance with the statutory

limits; and Employer's Liability: \$1,000,000.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Commission in accordance with the submitted invoices for such services, as set forth in Section (10), titled "Fees and Payments."

(F) The Consultant agrees to furnish a list of any Commission-approved DBE Subconsultants under this Agreement upon the request of the Commission.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds twenty-five thousand dollars (\$25,000).

(9) EXECUTIVE ORDER:

(A) The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(B) The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(10) FEES AND PAYMENTS:

(A) The amount to be paid to the Consultant by the Parties as full

remuneration for the performance of all services called for in this Agreement will be on the basis of the Consultant's actual costs plus a fixed fee of \$28,942.27, except that the combined costs and fee will not exceed a maximum amount payable of \$339,987.85 which is shown in Exhibit B, "Estimate of Costs," attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred as restricted by Commission reimbursement policy and in accordance with generally accepted accounting principles, to the extent they are considered necessary to the execution of the item of service. The Commission will be responsible for seventy five percent (75%) of the total project costs, currently estimated at two hundred fifty four thousand nine hundred ninety dollars and eighty nine cents (\$254,990.89). The Commission's share will come from its Southwest District TMC of the Ozarks operating budget, payable directly to TransCore. The City will be responsible for twenty five percent (25%) of the total project costs, currently estimated at eighty four thousand nine hundred ninety six and ninety six cents (\$84,996.96), payable directly to TransCore.

1. Quarterly coordination meeting costs will be shared by the TMC of the Ozarks, St. Louis Gateway Guide, and Kansas City Scout. The entire cost paid to the consultant for each meeting will be charged to one of the three aforementioned TMC groups, to be determined on a rotating basis.

(B) The Consultant's actual costs shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 C.F.R. Part 31, the Federal Acquisition Regulations (FAR), and 23 C.F.R. 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 9(B) 1 and 2 will be established based on the latest audit. If an audit determines that overhead has increased or decreased during the course of the services, the Consultant shall notify the Commission and utilize the latest audited data as the basis for interim payments and adjust overhead for prior periods. Upon completion of the services outlined under this Agreement, the final payment for these items will be based on accounting records of the Consultant incurred during the period of the Agreement. If, however, the Consultant's overhead has remained reasonably uniform during the period of the Agreement, the Consultant's latest audited rates may be accepted as a basis for establishing final payment for payrolls earned in the last fiscal year.

5. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Commission will be required prior to acquisition of reimbursable special equipment.

(C) The Consultant shall submit separate invoices for services rendered to the Commission and City not more than once every month. The invoice must be on the form provided by the Commission and must include all information required pursuant to section 134.5.1.1 of the Commission's Engineering Policy Guide, as amended. A graphic progress report indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress report, the Commission and City will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Consultant, within 45 days after the Commission's and City's receipt of the Consultant's invoice. The Commission and City will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

(11) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit C, "Schedule," attached hereto and made a part of this Agreement. The Consultant and the Commission will be required to meet this schedule.

(B) The Commission will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant,

before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(C) The Consultant and Commission agree that time is of the essence, and the Consultant and Commission will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit C of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Engineer, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;
4. Court proceedings;
5. Changes in services or extra services.

(12) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Commission may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Commission, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Commission.

(B) Should the Agreement be suspended or terminated for the convenience of the Commission, the Commission will pay to the Consultant its costs as set forth in Subsection (10)(B), including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Consultant, a proportional amount of the fixed fee based upon an

estimated percentage of Agreement completion, plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Commission for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Commission 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Commission. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Commission that funds are no longer available to continue performance.

2. The Commission's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Commission.

(13) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the TMC of the Ozarks upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. the Consultant shall have the right to their future use with written permission of the TMC of the Ozarks;

2. the Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. the Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. TMC of the Ozarks, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which TMC of the Ozarks, its consultant or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from Paragraph (g)(1) of the clause;

II. Paragraphs (g)(2) and (3) of the clause shall be deleted; and

III. Subsection (I) of the clause, entitled "communications" shall read as follows: "(I) Communications. All notifications required by this clause shall be submitted to the Chief Engineer."

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Commission

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Commission without further compensation and without restriction or limitation on their use.

(B) The TMC of the Ozarks may incorporate any portion of the deliverables into a project other than that for which they were performed, without further

compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the TMC of the Ozarks and the TMC of the Ozarks shall use same at its sole risk and expense; and (2) the TMC of the Ozarks shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(14) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Engineer will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud and appealable only as provided in section 134 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(B) The Engineer will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Engineer's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious of the result of fraud and appealable only as provided in section 134 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(C) If the Consultant has a claim for payment against the Commission or City which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of final payment. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the office of the Secretary to the Commission in Jefferson City, Missouri. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Commission.

(E) The claims procedure in Subsections (14)(C) and (D) do not apply

to any claims of the Commission against the Consultant. Further, any claims of the Commission against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (14) (C) and (D).

(F) Notwithstanding Subsections (14)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(15) SUCCESSORS AND ASSIGNS: The Commission and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(16) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Commission, the City, and the FHWA from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the TMC of the Ozarks as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the TMC of the Ozarks for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Commission's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Commission on this project arising out of the Consultant's services hereunder.

(17) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by

this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in (17)(C)(1) and (C)(2), above, the Consultant may obtain insurance at all times in an amount equal to the Commission sovereign immunity caps as stated in Section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in (17)(C)(1) and (C)(2), above.

(E) The Consultant shall, upon request at any time, provide the Commission with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (17) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(18) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement includes design services only, unless review of shop drawings and other construction phase services are specifically included. The

Consultant shall not be responsible for bidding, award of the construction contract, or construction administration or observation except as provided by Section (2), titled "Scope of Services," and Exhibit A to this Agreement.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(19) NONDISCRIMINATION ASSURANCE: With regard to services under this Agreement, the Consultant agrees as follows:

(A) Civil Rights Statutes: The Consultant shall comply with all state and federal statutes related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.). In addition, if the Consultant is providing services or operating programs on behalf of the Commission or the Missouri Department of Transportation, the Consultant shall comply with all applicable provisions of Title II of the Americans With Disabilities Act.

(B) Administrative Rules: The Consultant shall comply with the USDOT rules relative to nondiscrimination in federally assisted programs of the USDOT (49 C.F.R. Subtitle A, Part 21) which rules are incorporated herein by reference and made a part of this Agreement.

(C) Nondiscrimination: The Consultant shall not discriminate on the grounds of race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of Subconsultants, including the

procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. Subtitle A, Part 21, Section 21.5, including in its employment practices.

(D) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the Subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential Subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Consultant shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information which is required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Commission or the USDOT as appropriate, and shall set forth what efforts the Consultant has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Consultant fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its Subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(G) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Commission or USDOT may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the United State to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

(20) APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA. The Commission shall have no liability whatsoever for any cost or loss to the Consultant if the FHWA does not approve this Agreement.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that this Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place or be delivered at Jefferson City, Missouri, by reason of which the Consultant consents to venue of any action against it in Cole County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Commission and the FHWA or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Commission has notice of a potential claim against the Consultant and/or the Commission based on the Consultant's services under this Agreement, the Consultant, upon written request of the Commission, shall retain and preserve its records until the Commission has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Commission or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Commission: Notices to the Commission shall be addressed and delivered to the following Engineer, who is hereby designated by the Commission as its primary authorized Engineer for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

Marc Lewis
Traffic Center Manager
Missouri Department of Transportation
1107 W Chestnut Expressway
Springfield, MO 65803
Telefax No.: (417) 864-1176

Telephone No.: (417) 895-7665

The Commission reserves the right to substitute another person for the individual named at any time, and to designate one or more other Engineers to have authority to act upon its behalf generally or in limited capacities, as the Commission may now or hereafter deem appropriate. Such substitution or designations shall be made by the Chief Engineer in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

Rick Zygowicz
Senior Associate
TransCore, LP
150 4th Avenue North, Suite 1200
Nashville, TN 37219
Telephone No.: (414) 331-5821

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more Consultant's Representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Commission.

(24) MISCONDUCT CERTIFICATIONS: Under penalty of perjury, false declaration, and any other applicable consequences pursuant to state and federal law, the Consultant by signing this Agreement hereby certifies, unless expressly noted by submission of written exceptions, that the Consultant and its principals (any person associated with the Consultant in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any other administrative position): (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local governmental entity; (2) have not been indicted, convicted, or had a civil judgment rendered against them in any matter involving fraud or official misconduct within the past three years; and (3) have not had any public transactions terminated for cause or default in the last three years. If there are any exceptions to this certification, the Consultant shall submit those exceptions in writing, and these exceptions will be considered in determining whether to procure professional services from the Consultant. The Consultant shall not execute a subcontract for services under this Agreement with any business or person the Consultant knows to be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by a federal agency unless authorized by the Commission.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all

local, state, and federal laws and regulations which govern the performance of this Agreement.

(26) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Commission. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Commission's Engineer; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Commission under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Commission's Engineer, in advance.

(27) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

(28) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Commission and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(29) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Commission to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170,

RSMo, and must be provided to the Commission prior to the performance of such subconsultant services under this Agreement.

(30) CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

(31) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit A: Scope of Services.
- (B) Exhibit B: Estimate of Costs.
- (C) Exhibit C: Schedule.
- (D) Exhibit D: Work Eligibility Verification Affidavit.
- (E) Figure 1: License Agreement.
- (F) Figure 2: Software Processes.

[remainder of page intentionally left blank]

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

Executed by the Consultant the 2nd day of December, 2016.

Executed by the City the 20th day of January, 2017.

Executed by the Commission the 6 day of February, 2017.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: [Signature]

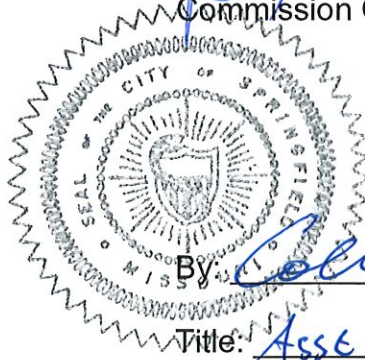
Title: Assistant Chief Engineer

ATTEST: (Commission seal)

[Signature]
Secretary to the Commission

APPROVED AS TO FORM:

[Signature]
Commission Counsel



CITY OF SPRINGFIELD

By: [Signature]

Title: Asst. City Manager

ATTEST: (City seal, if existing)

By: [Signature]

Title: City Clerk

TRANSCORE ITS, LLC

By: [Signature]

Title: Sr. Vice President

ATTEST: (Consultant seal, if existing)

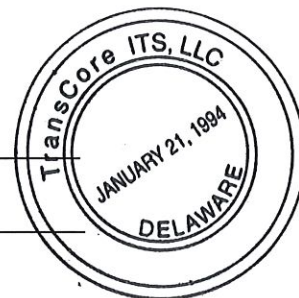
By: [Signature]

Title: Executive Assistant

APPROVED AS TO FORM:

By: [Signature]

Title: General Counsel



APPROVED AS TO FORM:

By: [Signature]

Title: 1/25/17

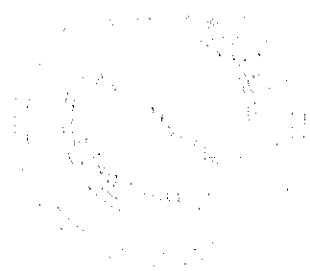
City Ordinance Number _____

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

[Signature]

Director of Finance or Acting Director



NOTES: The following information is for your reference only. It is not intended to be used as a substitute for the information provided in the main body of the document. The information is subject to change without notice.

Springfield Region

Advance Transportation Management System (ATMS)

Exhibit A: Scope of Services

Prepared for:



Transportation Management Center of the Ozarks
1107 W. Chestnut Expressway
Springfield, MO 65802

Prepared by:



150 4th Avenue North
Suite 1200
Nashville, TN 37219

September 9, 2016
Version 1.1 (v1g)

Document Revision History

Revision #	Date	Purpose
1.0	Aug-1-2016	Initial draft outline
1.1	Sept-9-2016	Incorporate comments and additional budget items

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INTRODUCTION

Through this contract, TransCore shall provide technical services and TransSuite software to the Missouri Department of Transportation (MoDOT) Southwest District and the City of Springfield. Include in these services are identification of regional-specific functional requirements, advanced transportation management system (ATMS) installation, software configuration, integration, and testing at the Transportation Management Center (TMC) of the Ozarks.

In addition, TransCore will provide operational support and software updates to allow the ATMS to maintain, refine, and continually improve the services provided to the TMC customers and partners. This document defines a high-level scope of work to be provided through this contract.

High level functions have been identified by the regional partners. Springfield is seeking an ATMS that will provide the following:

1. A system that is housed at the TMC with redundant capabilities and remote backup
2. Remote system access by field staff
3. Deployment of Event Management (EM) for incidents, roadwork, and special events
4. Integration with MoDOT TMS
5. Sensor data processing from Here.com, Wavetronic, and Acyclica
6. Data storage and retrieval of field data for performance measure reporting
7. CCTV control including pan/tilt/zoom of NTCIP compliant cameras
8. DMS control for NTCIP compliant signs
9. Furnish a CAD interface that supports import of external incidents from 911
10. Facilitate data feeds to public web site and external partners sites

Potential future support would include the following:

1. Future center to center data sharing, access, and control
2. AVL interface for local support vehicles and transit
3. RWIS stations support for advanced weather monitoring
4. Support for connected vehicle initiatives
5. Video wall systems support

Throughout the course of the project, TransCore will provide software system, network assistance, and ongoing operational support and training. The following document details the scope of work covering the tasks to be performed.

1 PROJECT MANAGEMENT

This task includes all activities necessary to administer and provide quality control for the project, including regular project coordination meetings, development of minutes and action items, cost and schedule control, development of regular progress reports, and contracting activities.

1.1 Project Manager

TransCore will provide a project manager who will coordinate directly with the project staff and TransCore personnel. The manager will help facilitate the planning, execution, review, and client acceptance of each aspect of the project. The individual will provide monitoring and control services to ensure that the project stays on schedule and budget and meets all quality standards.

1.2 Software Lead

TransCore will provide a software lead to manage software staff activities and act as a technical resource during the course of the contract. The software lead will help identify solutions to issues, as well as provide ideas on requested enhancements. They will provide monitoring on system software development and provide status on schedule and budget when required.

1.3 Invoicing

TransCore shall provide monthly invoices and progress reports to summarize the project status. The format of these reports will be mutually agreed upon between the client and TransCore. Key milestones accomplished shall be documented and copies of any generated documentation during the invoice period will be provided as reference; including but not limited to project meeting minutes, submitted schedules, or progress reports, which may contain itemized work tickets, ongoing / completed tasks, and cost to date.

1.4 Meetings

It is anticipated that regular meetings will be held throughout the course of the contract. The meeting times and places will be mutually agreed to at least two (2) weeks in advance of the scheduled date. It is anticipated that the client will provide a meeting space as needed; TransCore will provide a teleconference number for those that attend remotely. Meetings will be held bi-weekly.

1.5 Project Records & Files

TransCore will maintain the project records and files. Project records will include progress reports, meeting agenda and minutes, management plan and schedule updates, project correspondence, and other deliverables. The project records will be made available upon request or at intervals as directed.

Deliverables

- Bi-weekly project meetings
- Meeting documentation
- Project invoicing

2 TRANSSUITE ATMS DEPLOYMENT

There is currently no existing ATMS vendor in place for the Southwest (Springfield) Region. The TransSuite initial installation will focus on identifying critical systems and devices to be supported during the setup process. The following are tasks seen as needed to support the initial TransSuite ATMS deployment.

2.1 System Hardware and COTS

TransCore will specify, procure, provide, and install all necessary servers and COTS. This will include a complete set of production servers, test servers, and also test machines for the TransCore Atlanta Technology Center. SQL Server will also be included along with MapInfo for editing map files.

2.1.1 Deployment Plan

TransCore will develop and document a detailed plan containing the steps required for a smooth system rollout. The plan will contain at a minimum the following content:

1. Steps taken to verify system functionality and correct configuration
2. Roles and responsibilities for all parties, including TMC and TransCore staff
3. Revised schedule with critical path
4. Testing and verification requirements for plan progress and acceptance

The draft deployment plan will be submitted to the client for review. Following a 1-week review period, a meeting will be held to fully review the document and respond to comments. Following the review meeting a Final ATMS Deployment Plan will be submitted.

Deliverables

- Draft ATMS Deployment Plan
- Review Meeting with associated comments and responses
- Final ATMS Deployment Plan

2.2 Initial Test System Installation

TransCore will install an initial version of the TransSuite ATMS software in a test environment at the client TMC. This test system will be used to will be used to verify ATMS to field communications, inbound sensor receipt and processing, and device control. In addition it will provide hands-on experience with the TransSuite ATMS for staff wishing to train on the system prior to and after system deployment.

As part of the initial test system installation, several regional configured elements will be developed and or configured for review. These items are covered in the following tasks below.

2.2.1 Acyclica Sensor Data Pull Development

TransCore will develop a TransSuite ATMS driver to allow pulling sensor data from Acyclica servers. This data will be usable by the ATMS as other traditional detector station data.

TransCore will request documentation and contact information in order to develop a fully functional interface. TransCore will work with the TMC and the vendor to clarify any questions.

Deliverables

- Operational communications to pull and display Acyclica server data

2.2.2 Thin Client Deployment

Operators in the TMC will use Windows applications on their workstations; the applications will also be installed on a terminal server machine. In addition, a thin client application will be developed to allow basic functionality for external users. TransCore will work with the client to determine the acceptable functionality for the initial installation.

Deliverables

- Thin Client Interface for Initial Test Installation.

2.2.3 ATMS Map Creation

TransCore will create the map data files for the initial installation. These map files will be in "ShapeFile" format. The shapefiles will include the relationships to DMSs, responders, and CCTVs in order to support creating events with dynamic response plans.

TransCore will work with TMC staff to identify all relationships and responder associations. In addition, TransCore will train staff to edit the map files if requested.

Deliverables

- Map Files for Initial System Installation

2.2.4 Communications Verification

TransSuite ATMS software has been installed and configured to access the field communication infrastructure; the following items will be verified following an approved testing/verification procedure.

- a. Valid communication and receipt of Wavetronics detector data, (10 units)
- b. Valid communication and receipt of Here.com detector data, (Freeway segments)
- c. Valid communication and receipt of Acyclica detector data, (Arterial segments)
- d. Valid communication and control of NTCIP cameras, (approx. 140 cameras)
- e. Valid communication and control of NTCIP Dynamic Message Signs (approx. 25 signs)

TransCore will develop and submit for review the communication verification procedures and results. The communication verification procedures are intended to demonstrate correct and acceptable communication for items listed above.

Deliverables

- Communication verification procedures and results

2.3 Module Configuration

Other modules and system functions anticipated as part of the initial deployment will also be configured. These include the following:

2.3.1 Event Management (EM)

TransCore will configure the specific module for use by the TMC including adding responder plans, DMS plans, ITIS codes, counters, and external support for TMS and websites as needed.

Furthermore, TransCore will work with the TMC staff to incorporate the existing CAD data into the EM. The data integration will consume the feed currently being created by the TMC and auto generates events within the EM module. From there TMC staff will be able to add DMS, ITIS codes, counters or other information to achieve with the event for future performance measurement efforts.

2.3.2 Traveler Information System (TIS)

TransCore will configure the Traveler Information System (TIS) module to support regional signs to be monitored and controlled by the TMC. This includes adding the sign format (pixel dimensions), assigning communication channels, preparing the initial DMS library messages, and adding locations of the devices to the ATMS Map.

2.3.3 Video Control System (VCS)

TransCore will configure the Video Control System (VCS) used to monitor, manage and control cameras. The effort includes adding the cameras to the system, initial preset definitions, and adding the devices to the ATMS Map.

2.3.4 Central Communications System (CCS)

TransCore will configure the Central Communications Server (CCS) module which handles field traffic to and from the ATMS. The CCS will monitor and manage the request and data transfers between field and central.

2.3.5 Traffic Management System (TMS)

TransCore will configure the Traffic Management System (FMS) module, which supports the ability for a client to define various information and warning messages for DMS. These include the ability to define Travel Time, Variable Advisor Speed Warning, and Rural Queue Detection using one or a combination of detection systems defined in the system.

2.3.6 ATMS MAP (MAP)

TransCore will configure the ATMS Map (MAP) to initial display layers that represent cameras, detectors, and signs. The MAP will also support the display of traffic through colored segments configured with input from the client.

2.3.7 Thin Client

TransCore will configure an initial Thin Client release that will be used by internal and external partners to view resources without the need for full system access. External partner access to thin client will be discussed with the client and the final website configured accordingly.

2.3.8 Data Portal

TransCore will configure an initial Data Portal release that will be used by internal and external partners to view detector and incident information without the need for full system access. External partner access to Data Portal will be discussed with the client and the final website configured accordingly.

2.3.9 External and XML Interface Support

TransCore will complete the configuration and integration necessary to support access by third party systems or the retrieval of third party data that can be used by the central ATMS. At a minimum, may include the following:

1. Provide an XML file containing detector data for the public website or third party use
2. Provide an XML file containing incident data for the public website or third party use
3. Read and write data exchanges with Here.com
4. Provide XML format that can be read by the ATMS to support import of CAD data

Deliverables

- Configured software modules and functions in test environment.
- TransSuite ATMS Demonstration of configured systems
- Completed TransSuite ATMS ready for acceptance testing

2.4 System Testing and Acceptance

TransCore will develop and conduct system acceptance testing. The acceptance testing will be accomplished with the newest version of the TransSuite ATMS software, operating on the TMC test hardware.

2.4.1 System Acceptance Test (SAT) Procedures

TransCore will produce System Acceptance Test (SAT) procedures for the deployed systems. The testing procedure will be divided into test cases, which will be comprised of several test steps. Each test case will demonstrate acceptable performance of one or more system functions. The test procedures will be submitted at least two weeks prior to running the acceptance test.

Following a 1-week review period, a meeting will be held to fully review the test procedure and respond to comments. Following the review meeting a Final System Acceptance Test Procedure will be submitted.

Deliverables

- Draft ATMS SAT.
- Review meeting with comments and responses.
- Final ATMS SAT.

2.4.2 Perform SAT

TransCore will conduct the System Acceptance Test Procedure on-site at the TMC on the system hardware. TransCore and client staff will arrange for the scheduling of the SAT a minimum of two weeks prior to testing date. The SAT will be conducted in the presence of a representative who will have the authority to sign off on each of the successfully completed steps and sections.

Deliverables

- Completed ATMS SAT

2.5 ATMS Production System and Operation

TransCore will assist with the formal production release and operation of the TransSuite ATMS. The effort will include setup of the production (live) system, server redundancy, training, and rollout.

2.5.1 System Production Environment

TransCore will provide on-site assistance in the set-up and configuration of the ATMS production environment. TransCore will work with the central hardware for the production environment setting up the server redundancy and backup system. TransCore will document any production system environment requirements and will work with client staff for their implementation.

Deliverables

- Operational Production System Environment with TransSuite ATMS software
- Backup and redundant system configuration

2.5.2 Operator Training

TransCore will provide training on the use and operation of the TransSuite ATMS software. Training will include instruction for hardware, software and database maintenance. The training program will be developed and presented for approval prior to the actual training.

The training will be conducted at the TMC. TransCore shall be responsible for developing and distributing training materials as needed. The client will be responsible for the availability of operational workstations for staff during the training.

Please note at this training will not cover basic operations of either computers or the operating environment. Therefore, it is assumed that all participants will have a working knowledge of the Microsoft Windows environment prior to the training sessions.

Training will happen in phases with at least two training sessions prior to the system going live. The first training session will be a group introduction to the system meant to provide a high level review of the overall functions and features of the system. It will include examples and scenarios on how the system will improve their ability to service the public.

The second round of training will be done at least two weeks prior to the system going live. This training is intended to be more personalized and focused on small group or individual sessions to ensure a level of confidence can be gained by staff prior to having to use the ATMS on a

continuous and ongoing manner. The agenda for these sessions is more focused on features that will be used on a daily basis.

Deliverables

- Introduction Training,
(2-sessions, under 4 hours, class room setting, up to 14 participants total)
- Specific functionality training
(16 hours total, small or individual sessions, hands-on setting)

2.5.3 Workstation Setup

TransCore will provide on-site assistance in the installation of the TransSuite ATMS on the Springfield TMC operator workstations. TransCore will provide staff that can install and configure necessary software.

Deliverables

- Operational TransSuite ATMS software on Operator Workstations (approx. 6 stations)

2.5.4 System Activation

TransCore will provide on-site assistance during the system activation (live system). TransCore will work with TMC staff to train and to assist the system operators in the use of TransSuite prior to the system being activated.

Deliverables

- Operators using TransSuite ATMS software to manage Springfield regional ITS

2.5.5 Documentation

TransCore will provide software module documentation in the form of PDFs and or through the use of online help files accessible through the central software.

TransSuite ATMS is dependent upon COTS software, for these TransCore will deliver the documentation provided with this software as normally provided by the manufacturer/supplier. The client is alerted that the quantities of the documentation are generally limited to the number of licenses provided (or only one), does not include source code, and is often provided only in electronic form such as on-line help. Additional documentation for these COTS products may be purchased directly from the manufacturer/supplier by the client as deemed necessary. .

3 ONGOING SUPPORT

After installation of the core ATMS deployment, the client and TransCore shall work together to maintain the current operation level of TransSuite and develop enhancement to the software. The areas to be maintained under operational support include:

1. TransSuite® Systems
2. Third party software applications (installed by TransCore)
3. ATMS Servers

It is anticipated that both preventative and corrective maintenance will be supported under this contract. Preventative maintenance shall be done on regularly defined intervals, regardless of any issues being present. While corrective maintenance is seen as addressing issues that interrupt system performance and cannot wait to be addressed during a planned maintenance window. Operational support covers tasks that typically take 1-2 hours to address. Tasks taking longer than this are covered under Support Services.

3.1 TransSuite Systems

Ongoing support and troubleshooting of the TransSuite systems shall be provided as part of the operational support. These efforts will be focused on identification and correction of raised issues / error messages as well as potential solutions to address needs raised by client staff. TransSuite systems as defined by this contract include the software modules identified in the current Statewide License agreement or an updated agreement if necessary.

3.2 Third Party Applications

TransCore utilizes different third party applications. This software is used to perform functions critical to the successful operations of the TransSuite systems. Examples of the type of third party applications that may be part of this task include server operating systems, virtual machine packages that host the software, mapping applications, or video display bundles.

Third party applications will be updated on an as-needed basis, or as directed by the client. The following are anticipated third-party applications that shall be maintained as part of the operational support task, they include:

1. MapInfo: One (1) license

All other third party applications not called out specifically by the contract will be identified and brought to the Client's attention if they require any action or reconfiguration of the overall system; otherwise all systems will be maintained as currently installed.

3.3 ATMS Servers

TransCore shall maintain three separate environments; a production, backup, and test system. TransCore will continue to maintain these environments and update them as needed throughout the course of the contract period. Disruptions to any of the three will be planned in advance.

3.3.1 Test / Training Environment

The test environment is seen as a vital system used in troubleshooting and delivery of new software and services. TransCore will maintain this server environment, and update it as needed to review and assess new product enhancements, software corrections, or to determine capability with third party or outside agency applications that may be required by other departments. Maintenance on the test environment will be done with at least 24 hours notice to the TMC, unless directed otherwise.

This environment can also be used as a training environment. When new features are planned, updates to the environment will be done at least fourteen (14) calendar days prior to new

software systems being released on the production sites. This will allow time for TMC operators and other critical staff, to experience new features or enhancements before being released on the live production environment

3.3.2 Production Environment

The live system supports ongoing regional operations, and is seen as the most critical of the server environments. TransCore shall continue to maintain the existing production and backup environments, updating as corrections or enhancements are released. Release notes for upcoming or patches or system enhancements during the course of the performance period will be submitted prior to updating the production environments.

For the production environment any significant downtime, planned for longer than 60 minutes, TransCore shall provide at least fourteen (14) calendar days notice to allow time to alert critical staff and partners. For any unplanned downtime, TransCore will notify partner agencies in a timely manner and keep them informed on progress and estimated time until system is again available.

3.4 Documenting Support Activities

Tasks performed as part of the ongoing operational support shall be documented at the regular coordination meetings. A running list of “action items” shall be generated and tracked to ensure that activities associated with ongoing support are addressed in a timely fashion. For significant issues involving software concerns; requests shall be given a JIRA number in Atlanta’s software tracking software. Updates on the status of each JIRA request shall be provided at the regular coordination meetings.

Deliverables

- Copy of third party updated licenses
- Software release notes

4 SUPPORT SERVICES

It is anticipated that during this period, TransCore shall be asked to provide non-specific support services that are critical and related to supporting the ATMS or interact with the central software systems and functions. For these activities, which can last from a few hours to a few days of effort, Support Services will be used. TransCore working with client staff will identify tasks and effort for these services which may include but is not limited to the following:

1. Supporting new device pilot deployments
2. Updating software support for an existing device new firmware
3. Supporting the Department in their system troubleshooting efforts
4. Review of JSP or bid documents
5. Providing technical review and consultation on project planning activities
6. Completing required change management requests
7. System reconfiguration to support requested data outputs
8. MapInfo Quality check and shape file generation for ATMS Map

9. System training on new, existing, or modified features as requested
10. Support management requests for system data for special events or construction projects
11. Network and database services to support field communications
12. Public relations activities involved with the ATMS and related TMC services

TransCore will alert the client when activities are likely to fall under this category and provide an estimated cost. Likely efforts that will fall under this category are explored in greater detail below.

4.1 Device Integration

TransCore will integrate and configure new or modified field devices into ATMS as requested by the Client through an issued change management request. These devices may include: detectors, CCTV, DMS, CMS, or any other devices compatible with TransCore ATMS modules. Both freeway and arterial detector integration shall include all necessary configurations in all necessary ATMS modules to obtain valid travel time segments as defined by the TMC.

4.2 New Device Integration

Upon written request, TransCore shall provide technical guidance/support to Springfield or their vendors and partners in testing new devices, not currently compatible with TransCore ATMS modules. Technical assistance maybe requested for testing new device models or testing of new ITS products and/or new technologies as they become available.

4.3 Training

The client may request additional system training on new or existing system features and enhancements. The number of participants, topics, and length will be discussed prior to scheduling. For the purposes of this maintenance contract it is assumed that one training session will be held covering system advance features and new enhancements will be covered. All documentation generated for the training will be made available electronically.

4.4 System Configuration Support

TransCore will assist with general configuration support of the system including but not limited to DMS travel time adjustments, VAS settings, or actions that promotes limited or uninterrupted function of the central system as it continues to expand or change to meet growing operational needs. With limited staff to assist with future configuration of the TransSuite system TransCore will be called to fill this need, or to make system adjustments that are determined to be vitality important; using staff provided by TransCore who have a higher degree of system proficiency.

4.5 Third Party Service Integration

For third-party services to be integrated with the central system a separate contract with detailed requirements will be requested. In that contract a process for how third party access to API or XML code will be provided as well as technical contacts for TransCore to use will be presented. Schedule and milestones will be discussed and agreed to by both the Third Party service and TransCore before work proceeds. Funds may be added to this existing contract in

the form of a supplemental to provide for separate integration and coordination efforts with third party service.

5 SYSTEM ENHANCEMENTS

It is anticipated that during this period, TransCore shall develop and implement requested specific software enhancements. TransCore working with client staff will identify and develop requirements for the desired enhancements. The work is anticipated to take place over one phase(s) and within the contract performance period, starting with date of contract execution.

5.1 Enhancement Process

The Client and TransCore will do system enhancements under a design framework that consists of the following steps.

1. Identification of potential enhancement ideas
2. Initial description of each enhancement idea
3. Preliminary budget for prioritized enhancement list
4. Simple design outline that details exact features to be provided
5. Final enhancement selection approval by MoDOT

The enhancement design process is not intended to be an exhaustive exercise, but rather a process reflecting proposed changes that are likely to be incremental in nature. Thus the design process is streamlined to accommodate a more rapid discussion and delivery of the final requested changes.

5.2 Development Stage

During the development stage, TransCore shall provide regular updates on progress made, issue encountered, or question raised by software engineers. The development is seen as an iterative process with input along the way from the client. Efforts will be made to include and keep staff engaged throughout the process.

If significant changes to scope of enhancements happen during the development process it may require re-evaluating schedule and budget. Impacts and adjustments will be discussed with the Client as it occurs.

TransCore has moved to a quarterly software release schedule. Due to the nature of development work, it may not be feasible to provide every feature requested, but rather to deploy the most desired features first, with the additional desired features during a subsequent software release. TransCore will work with the Client to ensure primary or highly desired features are prioritized during development scheduling.

TransCore will work to follow an established process for development work done under this contract. Work will happen per the processes established in [Figure 2: Software Processes](#).

5.3 Testing

Testing during development will be performed by TransCore at their facilities. As features become ready for outside review, the test environment will be updated for review. If the test environment cannot be utilized, screenshots, or an enhancement preview using a web based conference tool may be substituted to help the client gain a better understanding of features and functions to be deployed.

Prior to formal build release, the test environment will be updated to allow for acceptance testing. TransCore will work with the Client to develop a set of test steps that will be used to demonstrate final enhancements meet expected results.

5.4 Deployment

Once cleared to be deployed, TransCore shall work with local staff to schedule an appropriate window of time to deploy on the production environments. Typical deployment will happen during business hours and avoid weeks with national or state holidays. Depending on the scope of the deployment, TransCore shall provide an estimated timeframe to complete the work so appropriate notification of partners can be provided.

Over the 48 hour window following a deployment TransCore will remotely monitor the system to ensure that the deployment has been done successfully. If any questions or comments do occur they can be provided at the next regularly scheduled meeting; or if deemed significant issued to the TransCore project manager directly by phone or email.

6 PAYMENT TERMS

The contract will be cost plus monthly invoices will be submitted. Invoices will show hours spent for services and enhancements, which will be given separate charge codes for tracking purposes. For the project a fixed fee of 12% will be used and the current TransCore audited overhead rate.

6.1 Invoice Formatting

Given the dual nature of the fixed price and cost plus elements, TransCore will work to establish appropriate invoicing formats to be used for the contract before the first submission.

7 SCHEDULE

The contract duration is for a period ending November 1, 2019. At the end of the maintenance period a new maintenance contract will be negotiated.

Exhibit B: Estimate of Costs

TRANSCORE
150 4th Avenue North, Suite 1200
Nashville, TN 37219

Consultant Contract Fee Computation - Exhibit B

Summary of Costs

Project: Springfield-ATMS
Revised: September 9, 2016

Prepared By:
Rick Zygowicz
414-331-5821
Rick.Zygowicz@TransCore.com

Prepared For:
Customer: MoDOT/City of Springfield
Contact: Marc Lewis

Labor Costs

Person	Role	Hours	Rate	Total
David Shackelford	Software Manager	655	\$ 65.30	\$ 42,773.40
Keith Patton	Responsible Officer	8	\$ 68.25	\$ 546.01
Rick Zygowicz	Project Manager	148	\$ 52.89	\$ 7,828.00
Glen Holcomb	Senior Software Engineer	88	\$ 48.26	\$ 4,247.06
James Lewis	Software Engineer	96	\$ 40.74	\$ 3,911.31
Eric Purser	Software Support	80	\$ 37.10	\$ 2,968.37
Kevin Jones	Software Support	120	\$ 21.59	\$ 2,590.50
Leticia Tomusiak	Quality Control Engineer	80	\$ 34.60	\$ 2,767.98
Michael Bayer	Senior Systems Engineer	292	\$ 47.51	\$ 13,873.18
Tiffany Bronk	Support Coordinator	712	\$ 31.54	\$ 22,457.98
Total Direct Labor		2,279	\$	103,963.78
Overhead		131.99%	\$	137,221.80
Subtotal			\$	241,185.58
Fee		12.00%	\$	28,942.27
Subtotal Labor Costs			\$	270,127.85

Direct Expenses

	Total
Airfare	\$ 1,800.00
Hotel	\$ 1,513.00
Car Rental & Fuel	\$ 960.00
Mileage	\$ 1,120.00
PerDiem	\$ 867.00
Parking	\$ 100.00
Hardware & COTS	\$ 63,500.00
License	\$ -
Subtotal Direct Expenses	\$ 69,860.00

Subconsultants

	Total
GBAsi	\$ -
Vireo	\$ -
Subtotal Subconsultants	\$ -

Project Total	\$ 339,987.85
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Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS
Customer: MoDOT/City of Springfield
Revised: September 9, 2016

TRANSCORE
Estimate of Hours

Task	Description	Employee Name:										Total
		David Shackelford	Keith Patton	Rick Zygowicz	Glen Holcomb	James Lewis	Eric Purser	Kevin Jones	Leticia Tomusiak	Michael Bayer	Tiffany Bront	
		Software Manager	Responsible Officer	Project Manager	Senior Software Engineer	Software Engineer	Software Support	Software Support	Quality Control Engineer	Senior Systems Engineer	Support Coordinator	
		Role:										
1 Project Management												
1.1	Project Manager			20								20
1.2	Software Lead	20										20
1.3	Invoicing			20								20
1.4	Meeting Coordination	60	8	60							60	188
1.5	Project Records / Files			39								39
Task Subtotal												287
2 TransSuite ATMS Deployment												
2.1	System Hardware and COTS	2		9	8			40		8	8	27
2.2	Initial Test System Installation	69								16	150	283
2.3	Module Configuration	120				16			6	28	77	247
2.4	System Testing / Acceptance	4							34		32	70
2.5	Production System / Operation	48								40	68	156
Task Subtotal												783
3 Ongoing Support												
3.1	TransSuite Systems	40								40	40	120
3.2	Third Party Applications										4	4
3.3	ATMS Servers	70								80	80	230
3.4	Documentation Support										40	40
Task Subtotal												394
4 Support Services												
4.1	Device Integration										45	45
4.2	New Device Support	40									16	40
4.3	Training										50	50
4.4	System Configuration Support										2	4
4.5	Third Party Service Support	2										
Task Subtotal												155
5 System Enhancements												
5.1	Enhancement Process				80	80	80	80				420
5.2	Development Stage	100										120
5.3	Testing	40							40	40	40	120
5.4	Deployment	40										40
Task Subtotal												660
Project Total												2,279

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS
Customer: MoDOT/City of Springfield
Revised: September 9, 2016

Direct Expenses

Task	Description	Airfare \$600.00	Hotel \$89.00	Car Rental & Fuel \$80.00	Mileage \$0.56	PerDiem \$51.00	Parking \$25.00	Hardware & COTS \$1.00	License \$0.00	Total
1. Project Management										
1.1	Project Manager									\$ -
1.2	Software Lead									\$ -
1.3	Invoicing									\$ -
1.4	Meeting Coordination		\$		2,000		1			\$ 1,845.00
1.5	Project Records / Files									\$ -
Task Subtotal		0	5	0	2,000	5	1	0	0	\$ 1,845.00
2. TransSuite ATMS Deployment										
2.1	System Hardware and COTS							63,500		\$ 63,500.00
2.2	Initial Test System Installation	1	\$	\$		\$	1			\$ 1,725.00
2.3	Module Configuration									\$ -
2.4	System Testing / Acceptance									\$ -
2.5	Production System / Operation									\$ -
Task Subtotal		1	5	5	0	5	1	63,500	0	\$ 65,225.00
3. Ongoing Support										
3.1	TransSuite Systems									\$ -
3.2	Third Party Applications									\$ -
3.3	ATMS Servers									\$ -
3.4	Documentation Support									\$ -
Task Subtotal		0	0	0	0	0	0	0	0	\$ -
4. Support Services										
4.1	Device Integration									\$ -
4.2	New Device Support									\$ -
4.3	Training	1	\$	\$		\$	1			\$ 1,725.00
4.4	System Configuration Support									\$ -
4.5	Third Party Service Support									\$ -
Task Subtotal		1	5	5	0	5	1	0	0	\$ 1,725.00
5. System Enhancements										
5.1	Enhancement Process									\$ -
5.2	Development Stage									\$ -
5.3	Testing	1	2	2		2	1			\$ 1,065.00
5.4	Deployment									\$ -
Task Subtotal		1	2	2	0	2	1	0	0	\$ 1,065.00
Project Total Quantity		3	17	12	2,000	17	4	63,500	0	
Project Total Cost		\$ 1,800.00	\$ 1,513.00	\$ 960.00	\$ 1,120.00	\$ 867.00	\$ 100.00	\$ 63,500.00	\$ -	\$ 69,860.00

Summary of Costs by Task

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS
Customer: MoDOT/City of Springfield
Revised: September 9, 2016

Task	Description	Total Labor Costs	Direct Expenses	Total
1 Project Management				
1.1	Project Manager	\$ 2,748.57	\$ -	\$ 2,748.57
1.2	Software Lead	\$ 3,393.51	\$ -	\$ 3,393.51
1.3	Invoicing	\$ 2,748.57	\$ -	\$ 2,748.57
1.4	Meeting Coordination	\$ 24,762.26	\$ 1,845.00	\$ 26,607.26
1.5	Project Records / Files	\$ 5,359.71	\$ -	\$ 5,359.71
Task Subtotal		\$ 39,012.61	\$ 1,845.00	\$ 40,857.61
2 TransSuite ATMS Deployment				
2.1	System Hardware and COTS	\$ 3,219.43	\$ 63,500.00	\$ 66,719.43
2.2	Initial Test System Installation	\$ 29,222.91	\$ 1,725.00	\$ 30,947.91
2.3	Module Configuration	\$ 32,361.36	\$ -	\$ 32,361.36
2.4	System Testing / Acceptance	\$ 6,357.89	\$ -	\$ 6,357.89
2.5	Production System / Operation	\$ 18,655.29	\$ -	\$ 18,655.29
Task Subtotal		\$ 89,816.87	\$ 65,225.00	\$ 155,041.87
3 Ongoing Support				
3.1	TransSuite Systems	\$ 15,003.13	\$ -	\$ 15,003.13
3.2	Thrid Party Applications	\$ 327.82	\$ -	\$ 327.82
3.3	ATMS Servers	\$ 28,309.50	\$ -	\$ 28,309.50
3.4	Documentation Support	\$ 3,278.22	\$ -	\$ 3,278.22
Task Subtotal		\$ 46,918.67	\$ -	\$ 46,918.67
4 Support Services				
4.1	Device Integration	\$ 3,688.00	\$ -	\$ 3,688.00
4.2	New Device Support	\$ 6,787.03	\$ -	\$ 6,787.03
4.3	Training	\$ 1,311.29	\$ 1,725.00	\$ 3,036.29
4.4	System Configuration Support	\$ 4,097.77	\$ -	\$ 4,097.77
4.5	Third Party Service Support	\$ 503.26	\$ -	\$ 503.26
Task Subtotal		\$ 16,387.35	\$ 1,725.00	\$ 18,112.35
5 System Enhancements				
5.1	Enhancement Process	\$ -	\$ -	\$ -
5.2	Development Stage	\$ 47,668.30	\$ -	\$ 47,668.30
5.3	Testing	\$ 15,320.92	\$ 1,065.00	\$ 16,385.92
5.4	Deployment	\$ 15,003.13	\$ -	\$ 15,003.13
Task Subtotal		\$ 77,992.35	\$ 1,065.00	\$ 79,057.35
Project Total		\$ 270,127.85	\$ 69,860.00	\$ 339,987.85

Exhibit C: Schedule

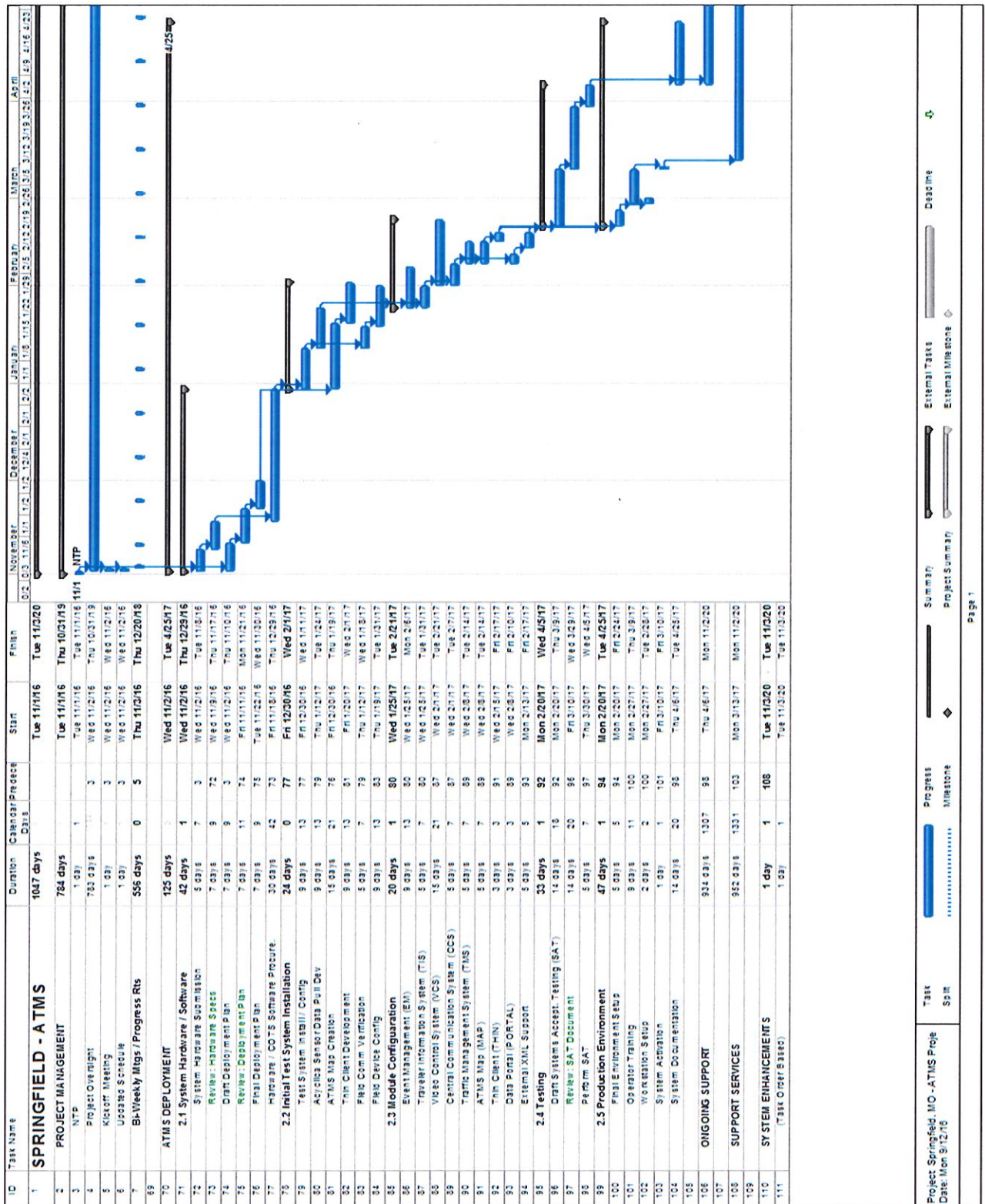


Exhibit D: Work Eligibility Verification Affidavit

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Tennessee)
) ss
COUNTY OF Davidson)

On this 13th day of September, 2014, before me appeared MICHAEL HOLLING, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is MICHAEL HOLLING, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the VICE PRESIDENT of TRANSCORE ITS, LLC, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ

or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the
aforementioned business entity and not under duress.

M. J. H.

Affiant Signature

Subscribed and sworn to before me this 13th day of September, 2016.

Nichole Richardson

Notary Public

My commission expires: 8/17/2020

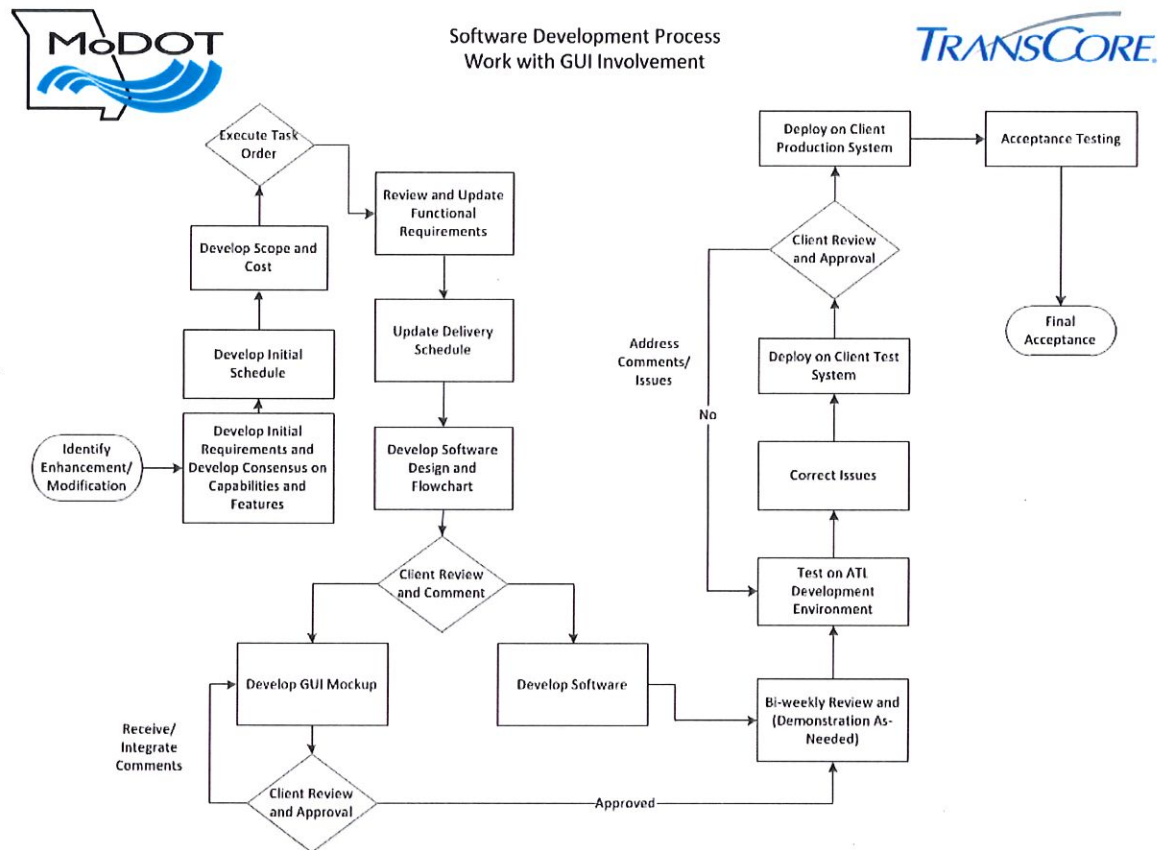
[documentation of enrollment/participation in a federal work authorization program attached]



Figure 1: License Agreement

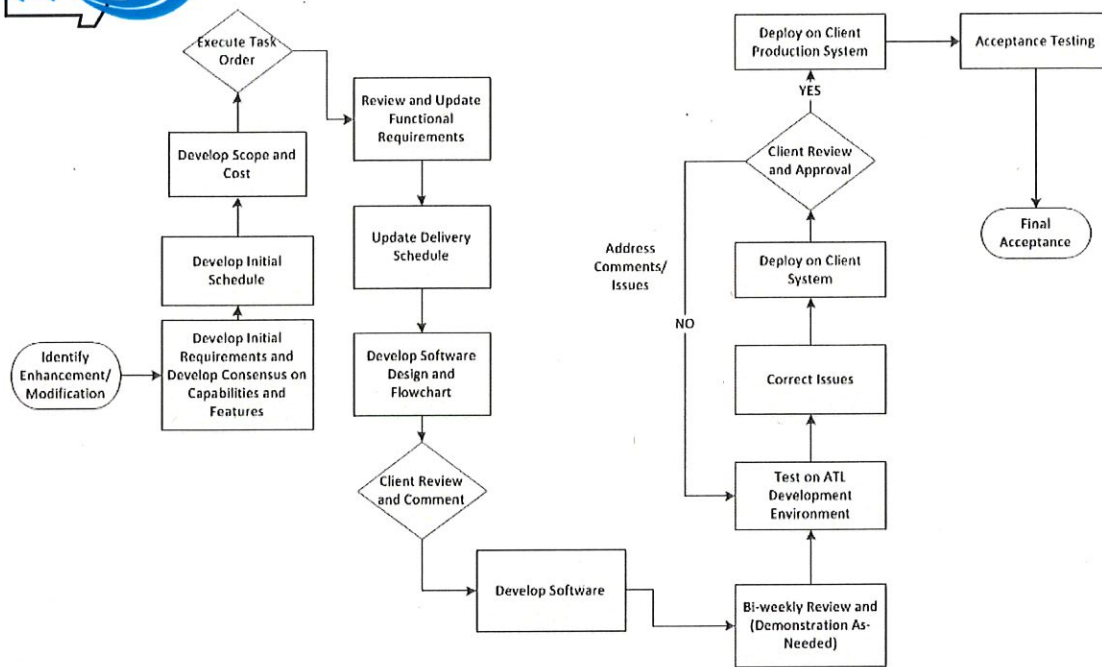
(No new license agreements need to be executed at this time...)

Figure 2: Software Processes





Software Development Process Back End Tasks





CERTIFICATE OF LIABILITY INSURANCE

20674

DATE (MM/DD/YYYY)
1/9/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	CONTACT NAME: Candance Coleman PHONE (A/C, No, Ext): 404-923-3590 FAX (A/C, No): E-MAIL ADDRESS: Candance.Coleman@wellsfargo.com																					
INSURED Roper Technologies, Inc; A Parent Company TransCore ITS, LLC 150 4th Ave. N, Ste. 1200 Nashville, TN 37219	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>National Union Fire Ins. Co. of Pittsburgh, PA</td><td>19445</td></tr><tr><td>INSURER B:</td><td>Greenwich Insurance Company</td><td>22322</td></tr><tr><td>INSURER C:</td><td>Commerce & Industry Insurance Company</td><td>19410</td></tr><tr><td>INSURER D:</td><td>XL Insurance America, Inc.</td><td>24554</td></tr><tr><td>INSURER E:</td><td>XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER F:</td><td colspan="2">See Below for Company Information</td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Union Fire Ins. Co. of Pittsburgh, PA	19445	INSURER B:	Greenwich Insurance Company	22322	INSURER C:	Commerce & Industry Insurance Company	19410	INSURER D:	XL Insurance America, Inc.	24554	INSURER E:	XL Specialty Insurance Company	37885	INSURER F:	See Below for Company Information	
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INSURER D:	XL Insurance America, Inc.	24554																				
INSURER E:	XL Specialty Insurance Company	37885																				
INSURER F:	See Below for Company Information																					

COVERAGES **CERTIFICATE NUMBER:** 11314599 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		1929789	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ \$25,000 Com ☒ \$25,000 Coll		RAD9437765	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000		19086871	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	RWD3001097 (AOS) RWR3001098 (WI)	04/01/2016 04/01/2016	04/01/2017 04/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Professional Liability (E&O) AIG Specialty Ins. Co.		024098733 (NAIC #26883)	11/01/2015	04/01/2017	\$10,000,000 Claims-made

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Advanced Traffic Management System (ATMS) Software and Services

City of Springfield and the Missouri Department of Transportation (MoDOT) are included as additional insured on the General and Auto liability with respect to liability arising out of the named insured's operations. Waiver of subrogation is granted as it relates to general and auto liability and workers' comp regarding work performed by the named insured. Umbrella follows form as it relates to additional insureds. The above general and auto liability coverage is primary and non-contributory where required by written contract, subject to the policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

CANCELLATION

Missouri Department of Transportation
Attn: Steve Patterson, Safety and Claims Manager
PO Box 270
Jefferson City, MO 65102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

(This certificate replaces certificate# 11314558 Issued on 1/9/2017)

One-rdg. X
P. Hrngs.
Pgs. 5
Filed: 08-20-19

Sponsored by: McClure

COUNCIL BILL 2019- 202 RESOLUTION

A RESOLUTION

1 APPROVING the Mayor's appointment of six members to the Tax Increment
2 Financing Advisory Commission and acknowledging the appointments
3 made by other taxing jurisdictions.
4
5

6 WHEREAS, the City of Springfield, Missouri has created a Tax Increment
7 Financing Advisory Commission in Sec. 2-241 of the Springfield City Code (the "Code");
8 and
9

10 WHEREAS, the Mayor is authorized by § 99.820 RSMo. and Sec. 2-241 of the
11 Code to appoint six of the nine members of the Tax Increment Financing Advisory
12 Commission (the "Commission"); and
13

14 WHEREAS, under § 99.820 RSMo. and Sec. 2-241 of the Code, a majority of the
15 City Council must consent to the Mayor's appointments; and
16

17 WHEREAS, Sec. 2-241 of the Code requires that of the six members appointed
18 by the Mayor, one member shall be from the Springfield-Greene County Library Board,
19 and one member shall be from City Council; and
20

21 WHEREAS, the Mayor has submitted a list of six appointees for approval by City
22 Council; and
23

24 WHEREAS, City Council also desires to acknowledge the appointments made by
25 other taxing jurisdictions.
26

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

30 Section 1 – City Council hereby consents to the Mayor's appointment of six
31 members of the Tax Increment Financing Advisory Commission, whose names are as
32 follows for the term indicated immediately following each name:
33

34 a) Councilman Richard Ollis, with term to expire on May 31, 2023;
35

- b) Marshall Kinne, Member at Large with term to expire on May 31, 2023;
- c) Ron Hawley, Member at Large, with term to expire on May 31, 2023;
- d) Aaron Jones, Member at Large, with term to expire on May 31, 2023;
- e) Regina Greer Cooper, Springfield-Greene County Library Board representative, with term to expire on May 31, 2021; and
- f) Brian Fogle, Member at Large, with term to expire on May 31, 2021.

Section 2 – City Council hereby acknowledges the other taxing jurisdictions' appointments as follows:

Greene County representatives:

- a) Bob Dixon, term to expire May 31, 2023; and
- b) John Russell, term to expire May 31, 2022.

The School District of Springfield, R12 representatives (for redevelopment projects and areas located within the R12 District):

- a) Tim Rosenbury, term to expire May 31, 2023; and
- b) Carol Embree, term to expire May 31, 2022.

Republic School District representatives (for redevelopment projects and areas located within the Republic School District):

- a) Todd Wojciechowski, term to expire May 31, 2023; and
- b) Chance Winstrom, term to expire May 31, 2022.

All other taxing jurisdictions' representative:

- a) Rob Rector, term to expire May 31, 2023.

Section 3 – This Resolution shall be effective immediately upon adoption.

Passed at meeting: _____

Mayor

Attest: _____ City Clerk

84 Filed as Resolution _____

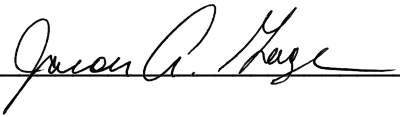
85

86

87 Approved as to form: , Assistant City Attorney

88

89

90 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019- 202

FILED 08-20-19

ORIGINATING DEPARTMENT: Planning and Development Department

PURPOSE: Approving the Mayor's appointment of six members to the Tax Increment Finance Advisory Commission and acknowledging the appointments made by other taxing jurisdictions.

BACKGROUND INFORMATION: Section 2-241 of the Springfield City Code establishes the creation of the Tax Increment Finance Advisory Commission. The Code also establishes the membership of the TIF Commission in accordance with State law. The Mayor appoints six of the eleven members with the consent of City Council. Of the six, one of the members appointed by the Mayor is to be a member of City Council, one is to be from the Springfield-Greene County Library Board, and the remaining four members from the public at large.

The other five members of the Commission are appointed by Greene County (2), the affected school board (2), and all other taxing jurisdictions (1).

The Mayoral appointments are to be made for four-year terms, which are staggered based on the expiration date of the former Commission members' terms. The other appointments may be made for a specific term or for a period of time to coincide with the Commission's consideration of a specific redevelopment plan or project.

The Mayor's recommended appointments to the TIF Commission are as follows:

- a) Richard Ollis, Council representative, term to expire May 31, 2023
- b) Marshall Kinne, Member at Large, term to expire May 31, 2023
- c) Ron Hawley, Member at Large, term to expire May 31, 2022
- d) Aaron Jones, Member at Large, term to expire May 31, 2022
- e) Regina Greer Cooper, Library Representative, term to expire May 31, 2021
- f) Brian Fogle, Member at Large, term to expire May 31, 2021

The other taxing jurisdiction's appointments are as follows:

Greene County representatives

- a) Bob Dixon, term to expire May 31, 2023
- b) John Russell, term to expire May 31, 2022

The School District of Springfield, R12 representatives (for redevelopment projects and areas located within the R12 District)

- a) Tim Rosenbury, School District of Springfield, R-12 representative, term to expire May 31, 2023

- b) Carol Embree, School District of Springfield, R-12 representative, term to expire May 31, 2022

Republic School District representatives (for redevelopment projects and areas located within the Republic School District)

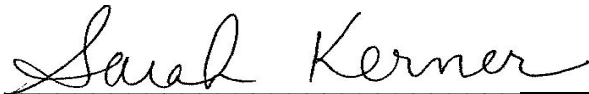
- a) Todd Wojciechowski, Republic School District representative, term to expire May 31, 2023
b) Chance Wistrom, Republic School District representative, term to expire May 31, 2022

All other taxing jurisdictions' representative

Rob Rector, term to expire May 31, 2023

REMARKS: Passage of this Resolution will grant the consent of City Council to the Mayoral appointments and acknowledge the appointments made by the County, affected School Districts, and other taxing jurisdictions. Staff recommends approval.

Submitted by:



Sarah Kerner, Economic Development Director

Recommended by:



Brendan K. Griesemer, AICP
Assistant Director

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

1 AUTHORIZING the City Manager, or his designee, to enter into a Joint Funding
2 Agreement with the United States Department of the Interior for the
3 purpose of operating and maintaining four streamgages.
4 _____

5
6 WHEREAS, the United States Geological Survey ("USGS"), which is part of the
7 Department of the Interior, maintains over 8,000 streamgages across the country; and
8

9 WHEREAS, these streamgages provide real-time, continuous data of water-
10 surface elevation and stream flow; and
11

12 WHEREAS, this data is used when designing highways and bridges, mapping
13 floodplains, issuing flood warnings due to major storm events, water-quality monitoring
14 studies, watershed planning purposes, and for education and research; and
15

16 WHEREAS, the City has shared in the costs of at least three streamgages since
17 1998; and
18

19 WHEREAS, this Agreement would authorize the City and USGS to share in the
20 cost of four streamgages located on Wilson's Creek at Scenic Avenue, Wilson's Creek
21 at Farm Road 156, South Creek at Highway FF, and Pearson Creek at Farm Road 148;
22 and
23

24 WHEREAS, the total annual cost to operate and maintain these four
25 streamgages is \$57,600.00 with fifty percent of this cost funded through the City's
26 General Fund from funds already budgeted to the Department of Public Works.
27

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

31 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
32 a Joint Funding Agreement with the United States Department of the Interior for the
33 purpose of operating and maintaining four streamgages; said agreement to be in

34 substantially similar form as that document attached hereto and incorporated herein by
35 reference as "Exhibit A."

36
37 Section 2 – This Ordinance shall be in full force and effect from and after
38 passage.

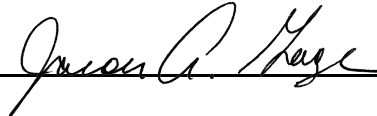
39
40 Passed at meeting: _____

41
42 _____
43 Mayor

44
45 Attest: _____, City Clerk

46
47
48 Filed as Ordinance: _____

49
50
51 Approved as to form: , Assistant City Attorney

52
53
54 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019-192

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.

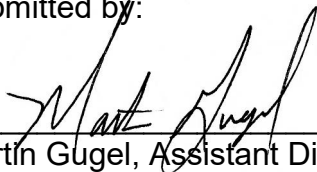
BACKGROUND INFORMATION: Streamgages are an important tool for various public entities when it comes to water resources. The United States Geological Survey ("USGS") operates and maintains over 8,000 streamgages across the country. More than 280 are located in Missouri. Streamgages provide real-time, 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.

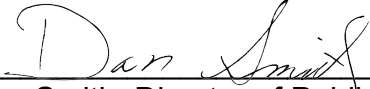
REMARKS: Public Works recommends approval of this Council bill.

Submitted by:



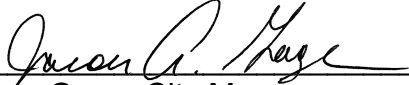
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

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>).

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

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

City of Springfield - Public Works

Signature

By C. Shane Barks Date: 07/08/2019

Name: Amy Beussink
Title: Director, Central Midwest WSC

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 Rolla, MO 65401	405 N. Goodwin Ave. Urbana, IL 61801	400 S. Clinton St. Rm 269 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
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

1 AUTHORIZING the City Manager, or his designee, to enter into an Encroachment
2 License Agreement with RollinFox, LLC, d/b/a The Hepcat, to allow for
3 the construction, installation and maintenance of a kitchen exhaust fan
4 vent over the public right-of-way at 220 South Campbell.
5 _____
6

7 WHEREAS, certain encroachments on City rights-of-way require the approval of
8 City Council; and
9

10 WHEREAS, RollinFox, LLC, d/b/a The Hepcat, has requested permission to
11 construct, install and maintain a kitchen exhaust fan over the public right-of-way at 220
12 South Campbell as depicted in "Exhibit 2;" and
13

14 WHEREAS, the City wishes to enter into an Encroachment License Agreement
15 with RollinFox, LLC, d/b/a The Hepcat, to allow this encroachment.
16

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

20 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
21 an Encroachment License Agreement with RollinFox, LLC, d/b/a The Hepcat, to allow
22 for the construction, installation and maintenance of a kitchen exhaust fan vent over the
23 public right-of-way at 220 South Campbell; said agreement to be in substantially similar
24 form as that document attached hereto and incorporated herein by reference as "Exhibit
25 1."
26

27 Section 2 – The encroachment authorized by this Ordinance shall comply with all
28 applicable provisions of City Code.
29

30 Section 3 – This Ordinance shall be in full force and effect from and after
31 passage.
32

33 Passed at meeting: _____

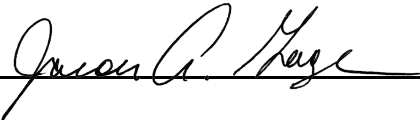
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Mayor

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

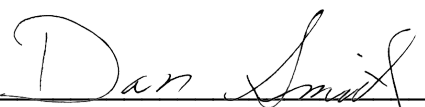
FINANCIAL: Proof of insurance has been received by the Department of Public Works, to protect the interests of the City of Springfield in connection with this project. There is no financial impact to the City.

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:

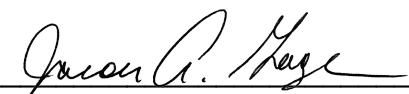

Jason Gage, City Manager

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/sovimunity.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 AVENUE; 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 WEST LINE OF SAID LOT 34, 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 10.00 FEET TO THE POINT OF BEGINNING, ALL LOCATED fN AND BEING A PART OF LOT 34 IN BLOCK !! 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.