



Agenda City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers General Councilmembers

Phyllis Ferguson, Zone 1 Jan Fisk, General A

Abe McGull, Zone 2 Craig Hosmer, General B

Mike Schilling, Zone 3 Andrew Lear, General C

Matthew Simpson, Zone 4 Richard Ollis, General D

Upcoming Council Meeting Agenda

January 25, 2021 6:30 p.m.

This meeting will be conducted both at 830 N. Boonville Ave. and electronically. The public may observe, physically attend (the number of people gathered will be limited to fewer than 10 per space with physical distancing requirements applied) or viewed at <https://cityview.springfieldmo.gov/livestream/>.

Speakers must [sign up with the City Clerk](#) no later than 5:00 p.m. the Friday before the meeting to speak to an issue on the agenda. Citizens wishing to submit comments to City Council may do so using the [citizen comments form](#).

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. JANUARY 11, 2021 CITY COUNCIL MEETING AND JANUARY 5, 2021 SPECIAL CITY COUNCIL MEETINGS.**

Documents:

01-05-21 SPECIAL CITY COUNCIL MEETING.PDF
01-11-21.PDF

3. **FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST NOTIFY THE CITY CLERK BY 5:00 P.M. ON FRIDAY, JANUARY 22, 2021.**

4. **CEREMONIAL MATTERS**

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5. **CITY MANAGER REPORT, PUBLIC HEALTH DIRECTOR REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETINGS.**

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

7. **Council Bill 2021-005 (Schilling)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 9 acres of property generally located at 3800 and 3850 South National Avenue and 1271 East Bradford Parkway from Planned Development No. 12, 1st and 5th Amendments, to GI, Government and Institutional Use; establishing Conditional Overlay District No. 191; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Lester E Cox Medical Centers; 3800 & 3850 South National Avenue and 1271 East Bradford Pkwy; Z-21-2020 w/COD #191.)

Documents:

[2021-005.PDF](#)

8. **Council Bill 2021-006 (Schilling)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.59 acres of property generally located at 2009 West Kingsley Street from GR, General Retail district, to R-MD, Medium-density Multi-family Residential district; establishing Conditional Overlay District No. 190; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Housing Authority of Springfield; 2009 West Kingsley Street; Z-20-2020 w/COD #190.)

Documents:

[2021-006.PDF](#)

9. **Council Bill 2021-007 (Ferguson)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.86 acres generally located at 1610 North Broadway Avenue and 1701 North Irving Avenue from HC, Highway Commercial to Planned Development No. 376; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Springfield Victory Mission Inc.; 1610 North Broadway Avenue; Planned Development 376.)

Documents:

[2021-007.PDF](#)

10. Council Bill 2021-008 (Ferguson)

A general ordinance amending Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Section 36-406 'Airport Overlay District,' to allow certain development in the Airport Overlay District with review and recommendation by the Springfield-Branson National Airport Board and with approval by City Council. (Staff and Planning and Zoning Commission both recommend approval.) (By: City of Springfield; Citywide; Airport Overlay District Amendments.)

Documents:

[2021-008.PDF](#)

11. Council Bill 2021-009 (Ferguson)

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing 239 acres of private property into the City of Springfield, Missouri, generally located at 5544 and 6006 West State Highway 266 and being generally referenced as Annexation A-1-21. (By: JJ&J Incorporated and Deer Lake Partners, LLC; 5544 and 6006 W. State Hwy 266; A-1-2021.)

Documents:

[2021-009.PDF](#)

12. Council Bill 2021-010 (Ferguson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 239 acres of property generally located at 5544 and 6006 West State Highway 266 from County Plot Assignment Districts 1015 and 1995, to HC, Highway Commercial District; establishing Conditional Overlay District No. 193; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: JJ&J Incorporated & Deer Lake Partners, LLC; 5544 West State Highway 226; Z-23-2020 w/COD #193.)

Documents:

[2021-010.PDF](#)

13. Council Bill 2021-011 (Ollis)

A general ordinance amending Springfield City Code, Chapter 36, 'Land Development Code,' Article IV. – 'Building Trades Examination and

Certification Board,' Division 6. – 'Fees and Licenses,' Sections 36-544 (b) and 36-545(a) to shorten the renewal period for trade certifications, registrations, and licenses from six months to three months.

Documents:

[2021-011.PDF](#)

14. Council Bill 2021-012 (Fisk)

A special ordinance authorizing the City Manager, or his designee, to enter into Addendum #1 to the annual agreement with the Springfield Convention & Visitors Bureau, Inc., executed on August 18, 2020; and amending the City's budget for Fiscal Year 2020-2021 in the amount of \$1,625,612, for the purpose of reflecting current and projected operational changes of the Springfield Convention and Visitors Bureau.

Documents:

[2021-012.PDF](#)

15. Council Bill 2021-013 (Lear, Schilling, Fisk And Simpson)

A general ordinance amending the Fee Schedule for certain City services as provided in the Springfield City Code, by making adjustments as provided in the attached "Evaluation of Charges for Municipal Services;" and adopting new fees for certain City services. (The Finance and Administration Committee recommends approval.)

Documents:

[2021-013.PDF](#)

16. Council Bill 2021-014 (McGull)

A special ordinance authorizing the exchange of approximately 0.15 acres of Smith Park, generally located at 1536 East Division Street, for a portion of real estate for right-of-way generally located at the intersection of Glenstone and Division; and accepting an executed sanitary sewer easement across 1536 East Division Street. (Planning and Zoning Commission and staff recommend approval.) (By: The Springfield-Greene County Parks Board; 1536 East Division Street; Request to Dispose 526.)

Documents:

[2021-014.PDF](#)

17. Council Bill 2021-015 (Schilling)

A special ordinance approving a Transportation Project Agreement between the City of Springfield, Ridge at Ward Branch Transportation Development District, and RW Development, LLC. (Staff recommends approval).

Documents:

[2021-015.PDF](#)

18. Council Bill 2021-016 (Schilling)

A special ordinance approving the plans and specifications for the Fassnight Trail Improvements and Luster Avenue Sidewalk project; accepting the bid of KCI Construction Company in the amount of \$159,176.10 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

[2021-016.PDF](#)

19. Council Bill 2021-017 (Simpson)

A special ordinance approving the plans and specifications for the Galloway Trail Reconstruction – Republic Road to Sequiota Park; accepting the bid of Liming Concrete, LLC, in the amount of \$141,380, for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

[2021-017.PDF](#)

20. Council Bill 2021-018 (Simpson)

A special ordinance approving the plans and specifications for the Sidewalk Connection to Galloway Trail project – Greenwood Street to Lone Pine Avenue; accepting the bid of D&E Plumbing & Heating, LLC, in the amount of \$163,051.90 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

[2021-018.PDF](#)

21. Council Bill 2021-019 (Simpson)

A special ordinance approving the plans and specifications for the Harvard Avenue Sidewalk project; accepting the bid of KCI Construction Company, in the amount of \$98,685.50 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

[2021-019.PDF](#)

22. Council Bill 2021-020 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to enter into a First Addendum to the Intergovernmental Agreement with Ozarks Technical Community College regarding cooperative training between the Springfield Fire Department and Ozarks Technical Community College for the purpose of extending the term of the existing agreement.

Documents:

[2021-020.PDF](#)

23. **RESOLUTIONS.**

24. **EMERGENCY BILLS.**

25. **PUBLIC IMPROVEMENTS.**

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

27. **Council Bill 2021-025 (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to execute an agreement between the City of Springfield and the Missouri Highways and Transportation Commission providing for a grant of funds to the City, by and through the Springfield-Branson National Airport Board, in the amount of \$100,000 for air service marketing and promotion of the Springfield-Branson National Airport and which requires the Airport to provide matching funds in the amount of \$11,111; amending the budget of the Airport Board in the amount of \$111,111; and declaring that this bill qualifies for approval on one reading.

Documents:

[2021-025.PDF](#)

28. **Council Bill 2021-026 (Schilling)**

A special ordinance authorizing the City Manager, or his designee, to accept a 319 Nonpoint Source Pollution Grant from the Missouri Department of Natural Resources to fund the Renew Jordan Creek – Main Avenue to Boonville Avenue Project; amending the budget of the Department of Public Works for Fiscal Year 2020-2021 in the amount of \$300,000; and declaring this bill may be passed in one reading.

Documents:

[2021-026.PDF](#)

29. **AMENDED BILLS.**

30. **COUNCIL BILLS FOR PUBLIC HEARING.**

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

32. **Council Bill 2021-027 (Fisk)**

A special ordinance amending the bylaws of the Airport Board of the City of Springfield, Missouri.

Documents:

[2021-027.PDF](#)

33. **Council Bill 2021-028 (Lear)**

A general ordinance amending Chapter 2, Section 2 92 of the Springfield City Code, known as the 'Salary Ordinance,' to add three full-time-equivalent positions in the Department of Building Development Services; and amending the Fiscal Year 2020-2021 budget of the Department of Building Development Services to reallocate funds for the addition of said positions and adjust the number of authorized employee positions.

Documents:

[2021-028.PDF](#)

34. **Council Bill 2021-029 (Ollis)**

A special ordinance amending the General Fund budget for the City of Springfield, Missouri, for Fiscal Year 2020-2021, by appropriating a portion of the Fiscal Year 2018-2020 carryover funds and increasing expenses in the amount of \$441,071 for costs associated with the settlement of Fiscal Year 2019-2020 salary negotiations with the International Association of Fire Fighters Local 152 bargaining unit.

Documents:

[2021-029.PDF](#)

35. **PETITIONS, REMONSTRANCES AND COMMUNICATIONS.**

Annastasia Rideeoutte wishes to address City Council.

Lisa Meeks wishes to address City Council.

36. **NEW BUSINESS.**

The City Manager recommends the following appointment to the Building Trades Examination & Certification Board: Christopher Straw, to replace James Scott, with a term to expire December 1, 2023.

The City Manager recommends the following reappointments to the Building Trades Examination & Certification Board: Chad Drake with term to expire December 1, 2023; Garen Gilmore with term to expire December 1, 2023; Lonney Smith with term to expire December 1, 2022; and, Terry Speake with term to expire December 1, 2022.

37. **UNFINISHED BUSINESS.**

38. **MISCELLANEOUS.**

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

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

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

42. **Council Bill 2021-021 (Lear)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Lease Agreement and Memorandum of Understanding with the Missouri Highways and Transportation Commission for the purpose of operating and apportioning costs of the Traffic Management Center; and amending the budget for the Department of Public Works in the amount of \$37,742 for the receipt of lease payments.

Documents:

[2021-021.PDF](#)

43. **Board Confirmations.**

Confirm the following appointment to the Industrial Development Authority: Haylee Davis with term to expire October 31, 2023.

Confirm the following reappointments to the Industrial Development Authority: Jeffrey Schmitt with term to expire October 31, 2022, John Taylor with term to expire October 31, 2022, and Joel Thomas with term to expire October 31, 2022.

44. **END OF CONSENT AGENDA.**

45. **ADJOURN.**

Persons addressing City Council will be escorted to a monitored computer and address City Council via Zoom. Please 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 three days prior to the scheduled meeting.

January 5, 2021
Springfield, Missouri

The City Council met in special session January 5, 2021 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

Roll Call

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

*Members attending via videoconference.

Closed Session

Councilman Simpson moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected pursuant to Section 610.021(12), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

Councilman McGull seconded the motion, and Mayor McClure called for a roll call vote. It was approved by the following vote: Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Fisk*, and McClure. Nays: None. Absent: Ferguson. Abstain: None.

*Members voting via videoconference.

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

**January 11, 2021
Springfield, Missouri**

The City Council met in regular session January 11, 2021 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. A moment of silence was observed.

Roll Call

Present. Andrew Lear, Abe McGull, Matthew Simpson, Mike Schilling, Phyllis Ferguson*, Jan Fisk*, Craig Hosmer, Richard Ollis, and Ken McClure. Absent. None.

*Member attending via videoconference.

Minutes

The minutes of December 14, 2020 City Council meeting and December 15, 2020, December 22, 2020, and January 5, 2021 Special City Council meetings were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

**Recognizing
former
Councilman
Thomas Bieker**

Sponsor: City Council. Council Bill 2021-001.

A resolution recognizing the life of former Springfield City Councilman Thomas Bieker.

Councilwoman Fisk provided an overview of the proposed. Councilwoman Fisk noted Thomas Bieker was a long-time resident of Springfield, a veteran, businessman, and a public servant. She further noted he worked to promote environmentally safe policies and served in various leadership roles within the community and his passion and hard work reflected his deep commitment and love for the community.

Mayor McClure expressed his support for the proposed, as well as expressed his condolences to Mr. Bieker's family and friends.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

Council Bill 2021-001. Resolution 10544 was approved by the following vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

**Recognizing
former Missouri
State
Representative
B.J. Marsh**

Sponsor: City Council. Council Bill 2021-002.

A resolution recognizing the life of former Missouri State Representative B.J. Marsh.

Councilman Hosmer provided an overview of the proposed. Councilman Hosmer noted Mr. Marsh was a long-time resident of Springfield, a prolific businessman, and a public servant. He further noted Mr. Marsh served in the Missouri House of

Representatives in two non-consecutive stints: 1988-1992 and 2001-2009. Councilman Hosmer noted during his legislative term, Mr. Marsh played an instrumental role in carrying the bill to rename Southwest Missouri State University to Missouri State University. He expressed his support for the proposed.

Councilman Schilling expressed his support for the proposed. He noted Mr. Marsh was notably gracious in defeat and was a humble individual.

Mayor McClure expressed his support for the proposed. He noted Mr. Marsh was a great advocate for the City and community.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

Council Bill 2021-002. Resolution 10545 was approved by the following vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling, and McClure. Nays: None. Absent: None. Abstain: None.

City Manager Report

Jason Gage, City Manager, and Maurice Jones, Co-Deputy City Manager, introduced Dwayne Shmel, who is the new Building Development Services Director. Mr. Jones thanked Wade Drossel, who served as Interim Building Development Services Director.

The City Council welcomed Mr. Shmel to the City.

Mr. Gage gave an update regarding the cold weather sheltering for the homeless population. He noted City Council had expressed an interest in utilizing emergency purchasing authority for the City to work with the Ozarks Alliance to End Homelessness. Mr. Gage further noted both parties have been participating in recent ongoing communication to finalize a proposal, which will emphasize the need for resources to address increase shelter staffing; the temporary cost of leased space that can be made available for sheltering the homeless; and possibly support for a short-term, mini-recreational vehicle sheltering in coordination with the Gathering Tree. He noted additional information will be provided to the City Council in the future.

Mr. Gage noted the Police Department was recently featured in a national e-newsletter called the Police Executive Research Forum for the Patrol Packs Initiative. He further noted since last October, police officers have handed out more than 160 tote bags of non-perishable food items made possible through support from the Convoy of Hope. Mr. Gage noted as police officers were going out on calls for service in the community, they were often encountering individuals in need of food, and officers were utilizing their own money to purchase items for individuals in need.

Mr. Gage noted the Patrol Packs are now a resource being utilized by Police to provide individuals they encounter in need with immediate assistance.

Mr. Gage noted next Monday, January 18, 2021, is a holiday in remembrance of Martin Luther King (MLK) Jr. He noted organizers are hosting the annual celebration a little different this year due to the COVID-19 pandemic. He noted the

local National Association for the Advancement of Colored People (NAACP) is encouraging individuals to visit at least two historical sites along the Springfield-Greene County's African American Heritage Trail throughout the entire MLK weekend. Mr. Gage noted individuals are encouraged to take a photo in front of the historic sites or markers.

Councilman Hosmer asked for information pertaining to the number of citations the Police Department has issued for noise violations over the past 3 or 4 years. Mr. Gage noted City staff would research and provide City Council with additional information.

Public Health Director Report

Clay Goddard, Springfield-Greene County Health Director, gave a COVID-19 updated. Mr. Goddard noted the first shipment of COVID-19 vaccine should be received by the Health Department and the Jordan Valley Community Health Center this week. He further noted the Jordan Valley Community Health Center will help the Health Department distribute and immunize Phase 1A individuals, such as health care workers not directly affiliated with a local major healthcare organization. Mr. Goddard noted approximately 1,000 healthcare workers have currently been immunized by the Health Department and Jordan Valley Community Health Center and should be able to immunize approximately 2,000 additional individuals in the immediate future. He further noted this does not include the number of individuals already immunized by Cox Healthcare and Mercy nor the number of individuals immunized at the various local long-term healthcare facilities.

Mr. Goddard noted the Health Department is waiting for the state to provide a dashboard system with real-time figures on how many individuals are being vaccinated locally in Greene County by the various providers. He noted once he receives additional information, he will provide it to the City Council.

Mr. Goddard asked if any local healthcare organization is in need of COVID-19 vaccine to please contact the Health Department at 417-874-1211 or e-mail coronavirus@springfieldmo.gov.

Mr. Goddard noted the Health Department is still awaiting guidance from the state regarding Phase 1B for vaccinating high-risk individuals and essential workers. He expressed once the state provides additional information, he will provide it to the City Council. He reminded everyone to remain vigilant by practicing social distancing at least 6 feet apart, handwashing and sanitizing, and wearing a mask until additional vaccine becomes available for further immunizing individuals.

Mr. Goddard noted the average recent 7 day rolling count is approximately 254 new COVID-19 positive cases, and the local healthcare systems continue to deal with capacity issues at the hospitals due to the COVID-19 pandemic. He further noted as of this morning, there were approximately 206 COVID-19 hospitalizations of which 45 require Intensive Care Unit care, and 25 individuals on ventilators. Mr. Goddard added approximately 97 of the 206 individuals are Greene County residents, or 47%. Mr. Goddard asked everyone to please consider participating in the Finish Strong pledge by staying vigilant and pledging to get the COVID-19 vaccine when it becomes available. He noted the Finish Strong pledge, as well as additional

information, is available via health.springfieldmo.gov/COVIDvaccine. Mr. Goddard further noted approximately 1,400 individuals have currently signed-up for the Finish Strong pledge, including himself. He added if anyone would like additional information about receiving COVID-19 updates, to please contact the Health Department at 417-874-1211.

Mayor McClure thanked Mr. Gage and Mr. Goddard for tonight's updates.

SECOND READING

The following bills appeared on the agenda under Resolutions.

Administrative Delay – Grant Avenue Parkway

Sponsor: McClure. Council Bill 2021-003.

A resolution extending the existing administrative delay for the acceptance and processing of applications for demolition, new construction, re-platting of property, including lot combinations, and rezoning of properties abutting the Grant Avenue Parkway Area for an additional 180 days to allow additional time to seek input regarding the Grant Avenue Parkway concept design and corridor plan, and for staff to review, comment and present a report to Council on their findings and recommendations. (Staff recommends approval).

Tim Rosenbury, Quality of Place Initiatives Director, provided an overview of the proposed. Mr. Rosenbury noted the Grant Avenue Parkway project will create multi-modal transportation improvements along Grant Avenue through the heart of Springfield. He further noted the proposed will extend the administrative delay on the acceptance and processing of applications for demolition, new construction, re-platting of property, including lot combinations and rezoning for those properties which abut the Grant Avenue Parkway project corridor for an additional 180 days. Mr. Rosenbury added the current administrative delay expires on January 23, 2021, and the proposed would extent it to July 22, 2021.

Mr. Rosenbury noted the proposed is consistent with past Council action to implement administrative delays on permits, platting and rezonings in the Phelps Grove and Rountree Urban Conservation Districts and rezoning requests and lot combinations in the Galloway area. He added the proposed would establish an appeal process if an applicant believes the City's determination not to accept or process an application is unreasonable.

Councilman McGull expressed he would like the Grant Avenue Project to proceed and would not like any further delays after the proposed.

Councilman Ollis asked for clarification whether there has been some activity regarding the Grant Avenue Project. Mr. Rosenbury noted there has been some demolition activity regarding the Grant Avenue Project corridor area, as well as some renovations. Mary Lilly Smith, Planning and Development Director, noted the City received one formal demolition request, which was approved due to the structure being deemed a dangerous building. There have been requests received for some

remodeling projects. She further noted there is a pending issue with a request, which is a newer construction project.

Councilman Lear asked for clarification whether there are issues that would impact the proposed causing a further delay. Mr. Rosenbury noted there is some flexibility within the proposed schedule, which should hopefully prevent any additional administrative delays extensions.

Councilman Hosmer asked for clarification whether the 180 days could be extended further for the proposed. Ms. Smith expressed her belief additional days could be considered, which was done for another project. Mr. Rosenbury noted City staff was trying to stay consistent with some past project delays, which is why the 180 days is being proposed. Ms. Smith further noted if the 180 days was amended, it would need to be held over for public comment. Mr. Rosenbury noted City staff can work with the proposed 180 days for the administrative delay.

Councilman Ollis expressed his opinion he would like the Grant Avenue Project to proceed without any further delays after the proposed.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

Council Bill 2021-003. Resolution 10548 was approved by the following vote: Ayes: Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson, and McClure. Nays: None. Absent: None. Abstain: None.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

The following bills appeared on the agenda under Grants.

Coronavirus Vaccine Efforts Grant

Sponsor: Hosmer. Council Bill 2021-004.

A special ordinance authorizing the City Manager, or his designee, to accept a Regional Coronavirus Vaccine Efforts grant from the Missouri Department of Health and Senior Services in the amount of \$128,479.88, for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2020-2021 budget in the amount of \$128,479.88, for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

Clay Goddard, Springfield-Greene County Health Director, provided an overview of the proposed. Mr. Goddard noted the proposed will be utilized by the Health Department to strengthen and leverage the relationship of local partners within our community. He further noted the Health Department will work with local health authorities and health care organizations within Region D to establish points of closed dispensing in each regional county that include at risk communities for COVID-19 disease.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

Council Bill 2021-004. Special Ordinance 27452 was approved by the following vote:
Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, and McClure. Nays: None. Absent: None. Abstain: None.

AMENDED BILLS

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

Rezoning at 3800 and 3850 South National Avenue and 1271 East Bradford Parkway

Sponsor: Schilling. Council Bill 2021-005.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 9 acres of property generally located at 3800 and 3850 South National Avenue and 1271 East Bradford Parkway from Planned Development No. 12, 1st and 5th Amendments, to GI, Government and Institutional Use; establishing Conditional Overlay District No. 191; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Lester E Cox Medical Centers; 3800 & 3850 South National Avenue and 1271 East Bradford Pkwy; Z-21-2020 w/COD #191.)

Mary Lilly Smith, Planning and Development Director, provided an overview of the proposed. Ms. Smith noted the intent of the proposed is to facilitate the development of the vacant or undeveloped site for a parking garage that would serve hospital employees and patients. She further noted a Conditional Overlay District has been submitted to mitigate any potential impacts of the base zoning, and the requirements include a Traffic Impact Study to be submitted at the time of development and any roadway improvements required will be defined in the Traffic Impact Study and must be constructed or escrowed. She added an administrative lot combination is required to combine all existing lots into one.

Councilman Ollis asked for clarification regarding location for the proposed. Ms. Smith noted the proposed is near 3800 S. National Avenue, which is close to the Wheeler Heart and Vascular Center building.

Councilman Lear asked for clarification whether the proposed parking garage would serve the Wheeler Heart and Vascular Center or Cox South Hospital, and would a bridge be needed for construction. Ms. Smith noted the proposed parking garage would serve both the Wheeler Heart and Vascular Center and Cox South Hospital. She further noted there is currently a bridge connecting the Wheeler Heart and Vascular Center and Cox South Hospital.

An opportunity was given for citizens to express their views.

Dane Seiler spoke in support of the proposed. Mr. Seiler noted he is a project engineer for the proposed. He noted Cox would like to connect to the existing Cox

buildings regarding the proposed, which will serve employees, as well as first responders. Mr. Seiler noted there were 3 neighbors at the socially distanced meeting, and they had no concerns.

Rob Hauk spoke in support of the proposed.

There being no additional speakers, the public hearing was declared closed.

**Rezoning at 2009
West Kingsley
Street**

Sponsor: Schilling. Council Bill 2021-006.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.59 acres of property generally located at 2009 West Kingsley Street from GR, General Retail district, to R-MD, Medium-density Multi-family Residential district; establishing Conditional Overlay District No. 190; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Housing Authority of Springfield; 2009 West Kingsley Street; Z-20-2020 w/COD #190.)

Mary Lilly Smith, Planning and Development Director, provided an overview of the proposed. Ms. Smith noted the applicant, Housing Authority of Springfield, intends to develop a Veterans Affairs supportive housing project to accommodate multi-family dwellings due to the proximity to the Gene Taylor Veterans' Outpatient Clinic. She further noted the applicant has requested a density of 28 dwelling units per acre, which is the maximum density, and no traffic study is required since this is being proposed as downzoning. Ms. Smith added the proposed must be in substantial conformance with Multi-Family Location and Design Guidelines and site plan.

An opportunity was given for citizens to express their views.

John Oke-Thomas spoke in support of the proposed. Mr. Oke-Thomas noted he serves as a consultant with the Housing Authority of Springfield. He further noted the proposed will serve homeless veterans where they can get the assistance from the Gene Taylor Veterans' Outpatient Clinic and all units will be fully compliant with the Americans with Disabilities Act for accessibility. Mr. Oke-Thomas noted most units for the proposed will be one bedroom, but there would be approximately six units with two bedrooms.

Councilman Ollis asked for clarification regarding the pedestrian access available near this area. Ms. Smith noted City staff would provide additional information about the issue of pedestrian accessibility to the City Council in the near future.

Councilman Ollis expressed his support for the proposed but would like additional information about pedestrian access.

Mr. Oke-Thomas noted a shuttle will be available for residents to utilize to the Gene Taylor Veterans' Outpatient Clinic.

There being no additional speakers, the public hearing was declared closed.

**Rezoning at 1610
North Broadway
Avenue and 1701
North Irving
Avenue**

Sponsor: Ferguson. Council Bill 2021-007.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.86 acres generally located at 1610 North Broadway Avenue and 1701 North Irving Avenue from HC, Highway Commercial to Planned Development No. 376; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Springfield Victory Mission Inc.; 1610 North Broadway Avenue; Planned Development 376.)

Mary Lilly Smith, Planning and Development Director, provided an overview of the proposed. Ms. Smith noted the applicant, Springfield Victory Mission, intends to redevelop their existing site with a multi-story building on the north half of the subject property and duplex housing located on the southern half of the property.

Ms. Smith noted the Springfield Victory Mission has reported their current building is an outdated and obsolete former nursing home currently being utilized as an overnight and transitional service shelter, and a new, more modern facility is needed to better serve the community. She noted the applicant has been operating in this location since 2001 and when the use was permitted in 2001 as a Highway Commercial district, the HC district allowed overnight and transitional service shelters provided that the facility was not located within a two thousand foot radius of another similar use, soup kitchen or emergency shelter. She further noted in June 2013, the City Council approved General Ordinance 6058, which required a Conditional Use Permit if an overnight or transitional service shelter located within five hundred feet of a residential district and stipulated that, "In no event shall a certificate of occupancy be issued for a transitional service shelter herein if it is less than 1,000 feet from an elementary or secondary school as measured from property lines." Ms. Smith added the proposed is located within 700 feet from Weaver Elementary. She noted because of the 2013 amendment, the Springfield Victory Mission facility is now considered a non-conforming use, and cannot be remodeled or enlarged under Section 36-457, Nonconformities, and a rezoning is required for the applicant to develop the property. Ms. Smith further noted if the proposed is approved, the applicant plans to demolish the former nursing home facility and would construct a multi-story building on the north half of the property and duplexes located on the southern half of the property.

Ms. Smith noted the proposed Planned Development will allow for a more compatible arrangement of uses adjacent to residential uses to the east, and the redevelopment will allow for a multi-story building located on the northern portion of the property toward Commercial Street. She further added the southern portion of the property is proposed to have six residential units that are more compatible with the existing residential uses and the density for the residential units is limited at eleven dwelling units per acre. Ms. Smith noted a 45-degree bulk plane from residential districts is required with a maximum height of 35 feet, which may increase 1 foot for every 2 feet additional setback for an overall maximum of 75 feet. She noted the proposed must be in substantial conformance with the site plan.

Mayor Pro Tem Ferguson asked for clarification regarding the maximum number of overnight shelter beds and transitional service beds allowed for the proposed. Ms. Smith noted the maximum number of overnight shelter beds allowed would be 50 and transitional service shelter beds allowed would be 110. She further noted the proposed will also include some duplex housing for residents graduating out of transitional services. Ms. Smith added no shelter beds would not be allowed to be utilized at the duplex housing.

Councilman Hosmer asked for clarification regarding the location of the nearest residential neighborhood to the proposed. Ms. Smith noted there are many residential structures near the proposed, which is also within 700 feet from the Weaver Elementary school.

An opportunity was given for citizens to express their views.

Jared Davis spoke in support of the proposed. Mr. Davis noted he represents Anderson Engineering for the proposed. He noted due to the Springfield Victory Mission's current building being outdated and an obsolete former nursing home, which is unable to be updated and remodeled for their needs, a new, more modern facility is needed to better serve the community. Mr. Davis noted their current capacity would remain the same for their overnight shelter and transitional shelter service beds except for the added duplex housing units. He further noted a neighborhood in person meeting was held at the Grant Beach Park in which several individuals attended about the proposed.

Jason Hynson spoke in support of the proposed. Mr. Hynson noted he is the Executive Director at the Springfield Victory Mission. He noted individuals who utilize the Springfield Victory Mission who are generally working on getting their lives on track. He noted the proposed will help the Springfield Victory Mission continue to help individuals with rebuilding their lives.

Mayor Pro Tem Ferguson commended Mr. Hynson on his dedicated work and service at the Springfield Victory Mission. She asked for clarification whether the Springfield Victory Mission has a dayroom available for individuals who are not working to occupy their time for activities. Mr. Hynson noted a dayroom shelter area will be available and would have gym equipment and computers for residents.

Mayor Pro Tem Ferguson asked for more information regarding their screening practices, given the elementary school's proximity. Mr. Hynson noted a picture ID is required, and the sex offender database is utilized for checking, because sex offenders are not allowed due to the proximity of Weaver Elementary. He further noted the Missouri CaseNet is also utilized by staff to check on someone for any incidents that may have been committed, as well as mental health screenings are performed by a licensed professional counselor and any medications are held at the front desk area by staff for residents.

Mayor Pro Tem Ferguson asked whether the police are contacted to handle individuals under the influence of drugs attempting to enter the Springfield Victory Mission. Mr. Hynson answered affirmatively, noting the amount of qualified staff

members have also increased. He additionally noted extra security cameras have also been installed to help with safety and prevent theft. Mayor Pro Tem Ferguson suggested a needle sharps bin could be utilized, so users could dispose of their needles in the bin as opposed to neighborhood yards.

Councilman McGull expressed his opinion regarding the issue of egress and ingress, a single point of entry is needed to help monitor the activities of residents and staff, such as possibly implementing a gated community area. Mr. Hynson thanked Councilman McGull for the advice.

Steve Sexton spoke in support of the proposed. Mr. Sexton noted the Springfield Victory Mission has been in its current location many years. He expressed his belief they are doing great work to help rehabilitate individuals, such as the homeless population, within the community.

There being no additional speakers, the public hearing was declared closed.

Amending Airport Overlay District

Sponsor: Ferguson. Council Bill 2021-008.

A general ordinance amending Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Section 36-406 'Airport Overlay District,' to allow certain development in the Airport Overlay District with review and recommendation by the Springfield-Branson National Airport Board and with approval by City Council. (Staff and Planning and Zoning Commission both recommend approval.) (By: City of Springfield; Citywide; Airport Overlay District Amendments.)

Mary Lilly Smith, Planning and Development Director, provided an overview of the proposed. Ms. Smith noted City Council initiated amendments to the Zoning Ordinance regarding the Airport Overlay (AO) District on November 30, 2020. She further noted the Airport Board unanimously passed a motion at their December 17, 2020 board meeting to express support for amending the Airport Overlay District to allow consideration of playfields as an acceptable land use through a new Conditional Use Permit process. Ms. Smith noted if the proposed is approved, playfield uses may be permitted in the AO-1 and AO-3 districts with the issuance of a Conditional Use Permit provided they are not closer than 1.5 miles from the ultimate end of any existing or planned runway shown on the most current Airport Layout Plan as approved by the Federal Aviation Administration. She further noted the amendment would also allow hotel and motel accessory off-street parking lots or facilities open to the sky in AO-3. Ms. Smith added the Airport Board will review each Conditional Use Permit and will provide comments prior to the Planning and Zoning Commission public hearing.

Ms. Smith noted Brian Weiler, Springfield-Branson National Airport Director, is also available via ZOOM to answer any questions about the proposed.

Councilman Ollis asked for clarification regarding a visual map location of the land area for the proposed. Ms. Smith reviewed the map location for the proposed is near the area location of 5544 and 6006 West State Highway 266, which is near the Deer Lakes Golf Course for a proposed soccer complex. She further noted the proposed

is only a text amendment and not being currently applied. Ms. Smith added a proposed annexation of this area will also be addressed during tonight's meeting.

Councilman Hosmer asked for clarification regarding the land uses prohibited in the AO-1 district. Ms. Smith noted the land uses prohibited in the AO-1 district pertain basically to residential uses, public uses, and recreational uses, such as outdoor carnivals or circuses, and stadiums. She further noted if the proposed is approved, playfields would be allowed within the AO-1 district. Ms. Smith added there are numerous regulations from the Federal Aviation Administration, as well as state legislation, on what is allowed near an airport area. Mr. Weiler expressed his belief the City's Airport Overlay District is the best one in the state pertaining to the Airport, which helps provide protections to the community and Airport. He noted airplane crashes are minimal, but when they do occur, they cause a lot of destruction and loss of life. Mr. Weiler further noted the Airport Overlay District helps protect the surrounding community from any potential noise emissions from the aircrafts. He added the Airport worked with the Airport Board, Planning and Development, and the developers for the proposed soccer complex for the proposed.

Councilman McGull asked for clarification whether any proposed residential developments are planned near the Airport. Mr. Weiler noted per the City's Airport Overlay District, residential uses are prohibited in the AO-1 district at this time. He reiterated his belief the City has the best Airport Overlay District in the state, which helps provide protections to the community and the Airport. Mr. Weiler also reiterated the Airport Board will review each Conditional Use Permit and will provide comments prior to the Planning and Zoning Commission public hearing.

Councilman Simpson asked for clarification regarding the issue of stadiums not being allowed in an AO-1 district. Ms. Smith noted outdoor bleacher seating would be allowed in the AO-1 district. She further noted the indoor area for the proposed soccer complex would not be constructed within the AO-1 district.

Councilman Schilling asked for clarification regarding the elevation of the aircrafts taking off and landing near the residential areas close to the Airport. Mr. Weiler noted the Federal Aviation Administration has regulations, which depends upon the topography of the land near the airport space. He further noted the elevation for the aircrafts at the Airport is well above the minimum requirements the Federal Aviation Administration requires. Mr. Weiler noted when zoning issues arise for possible development near an airport, traffic patterns are also reviewed, as well as approach corridors for aircrafts. He noted the responsibility to protect airports does not fall upon the Federal Aviation Administration, but the sponsor or owner of an airport, which for the Springfield-Branson National Airport is the City.

Mayor Pro Tem Ferguson asked for clarification whether the environmental concerns from the former Litton facility near the Airport would impact the monitoring efforts regarding any potential development near the Airport. Mr. Weiler noted the proposed soccer development would be on the other side of the Airport, which should not pose any concerns for the monitoring efforts of the former Litton facility.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

The following bills were read and discussed simultaneously.

**Annexing 5544 and
6006 West State
Highway 266 (A-1-
21)**

Sponsor: Ferguson. Council Bill 2021-009.

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing 239 acres of private property into the City of Springfield, Missouri, generally located at 5544 and 6006 West State Highway 266 and being generally referenced as Annexation A-1-21. (By: JJ&J Incorporated and Deer Lake Partners, LLC; 5544 and 6006 W. State Hwy 266; A-1-2021.)

**Rezoning at 5544
and 6006 West
State Highway 266**

Sponsor: Ferguson. Council Bill 2021-010.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 239 acres of property generally located at 5544 and 6006 West State Highway 266 from County Plot Assignment Districts 1015 and 1995, to HC, Highway Commercial District; establishing Conditional Overlay District No. 193; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: JJ&J Incorporated & Deer Lake Partners, LLC; 5544 West State Highway 226; Z-23-2020 w/COD #193.)

Mary Lilly Smith, Planning and Development Director, provided an overview of the proposed. Ms. Smith noted the owners of the proposed are requesting annexation into the City, as well as a rezoning for a proposed sports and soccer complex. She further noted annexation was initiated by City Council on November 30, 2020 at the property owner's request. Ms. Smith noted the proposed is within the City's Urban Service Area boundary and is immediately adjacent to the City. She noted the applicant intends to retain the golf course and facilitate the development of approximately 105 acres to the west for a sports and soccer complex along with other office, temporary lodging, and retail uses. Ms. Smith added the east portion of the property is currently a golf course with a clubhouse and the western portion is undeveloped and used for agricultural purposes. She noted City Council is required to hold a public hearing to determine whether the annexation is reasonable and necessary for the proper development of the City and whether the City has the ability to furnish normal city services within a reasonable period of time. Ms. Smith outlined the City's Growth Management and Land Use Plan of the Comprehensive Plan supports the annexation because it enhances government efficiencies through rational and simplified city boundaries. She noted the City will receive sales and property tax revenue upon annexation of this property. Ms. Smith further noted if no written objection is filed within fourteen days of the public hearing, the City may annex the property by ordinance without further action.

Ms. Smith noted the proposed also relates to rezoning approximately 239 acres from County Plot Assignment Districts 1015 and 1995 to Highway Commercial district

**Amending
Building Trades
Examination and
Certification
Board**

with Conditional Overlay District 193 and Airport Overlay District No. 1 and 3. She noted the Airport Overlay District is also being considered, which was previously addressed, for amending as part of the proposed to allow playfields as a conditional use. Ms. Smith reiterated the proposed is consistent with the City's Growth Management and Land Use Plan of the Comprehensive Plan.

Councilman Hosmer asked for clarification whether the club house and southern portion of the Deer Lakes Golf Course are included within the area proposed to be annexed. Ms. Smith noted the southern part of the golf course is not connected with the city limits. She further noted emergency response teams would have difficulty in responding to the southern portion for emergency services. She further noted the club house is located within the northern portion near Chestnut Expressway, which is included in the proposed annexation.

An opportunity was given for citizens to express their views.

Jared Rasmussen spoke in support of the proposed. Mr. Rasmussen noted he is representing the applicant for the proposed and is available to address any questions. There were no questions posed by the City Council.

There being no additional speakers, the public hearing was declared closed.

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

Sponsor: Ollis. Council Bill 2021-011.

A general ordinance amending Springfield City Code, Chapter 36, 'Land Development Code,' Article IV. – 'Building Trades Examination and Certification Board,' Division 6. – 'Fees and Licenses,' Sections 36-544(b) and 36-545(a) to shorten the renewal period for trade certifications, registrations, and licenses from six months to three months.

Kevin Pierce, Building Development Services Code Administrator, provided an overview of the proposed. Mr. Pierce noted the Building Trades Examination and Certification Board voted to reduce the renewal period from 6 months to 3 months making the new renewal period January 1 through March 31 of that calendar year. He noted if approved, Building Development Services would be sending out the new date of renewal to all Masters, Journeymen, and Apprentices registered with the City as a licensed tradesperson with the annual renewal application mailing.

Mayor McClure asked for clarification regarding the effective date of passage, because if the proposed is approved, almost a month would be lost due to the date proposed renewal period being January 1 through March 31. Rhonda Lewsader, City Attorney, noted City staff would review the proposed renewal period and draft an amendment. She added City staff would provide additional information to the City Council.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

**Agreement with
the Springfield
Convention &
Visitors Bureau**

Sponsor: Fisk. Council Bill 2021-012.

A special ordinance authorizing the City Manager, or his designee, to enter into Addendum #1 to the annual agreement with the Springfield Convention & Visitors Bureau, Inc., executed on August 18, 2020; and amending the City's budget for Fiscal Year 2020-2021 in the amount of \$1,625,612, for the purpose of reflecting current and projected operational changes of the Springfield Convention and Visitors Bureau.

Tracy Kimberlin, President of the Springfield Convention and Visitors Bureau (CVB), provided an overview of the proposed. Mr. Kimberlin noted the CVB works with the City to produce a positive economic impact in the City. He further noted the exhibits contained include the operating budget and marketing plan, and an addendum is necessary to amend the contract and its exhibits. Mr. Kimberlin noted due to the COVID-19 pandemic, the travel industry has been significantly impacted globally. He noted locally, there is some recovery rebound occurring in the travel industry, but figures are still significantly lower than usual. Mr. Kimberlin further noted a CARES Act grant through Missouri Division of Tourism for \$1,676,297 has been awarded. He added some significant budget additions include funds for a marketing campaign, for the purchase of personal protective equipment, and building improvements for safety.

Mayor McClure asked for clarification regarding the deadline for spending the CARES Act grant funds from the Missouri Division of Tourism. Mr. Kimberlin noted there is no specific deadline. He noted Missouri Division of Tourism helped reimburse the CVB with payroll for approximately 8 and one-half months during the COVID-19 pandemic.

Councilman McGull asked for clarification whether the proposed could be reallocated if these funds are not spent. Mr. Kimberlin noted if the monies within the proposed are not spent, the funds would be reallocated towards next year's budget for the CVB if needed.

Councilman Simpson asked for clarification whether the sports industry travel will be rebounding within the local tourism market. Mr. Kimberlin noted sports industry travel is very important to our local tourism economy and hopes to see a significant increase in the future, as the COVID-19 vaccine becomes readily available and families begin to travel again. He further noted there is currently a lack of space available to host local indoor sports activities. Mr. Kimberlin expressed his belief the future growth for overnight travel is with sports industry travel, especially when the proposed sports and soccer complex is constructed.

Councilman Hosmer asked for clarification regarding the number of percentages of sports industry travel compared to meeting and convention travel. Mr. Kimberlin noted regarding the issue of generating overnight travel, sports industry travel generated approximately 5% and meeting and convention travel generated approximately 15%, which was pre-COVID-19 pandemic. He further noted once the proposed sports and soccer complex is built and operating, he hopes sports industry travel will increase by an additional 5%, especially when more indoor facilities for sporting events are developed.

Mayor Pro Tem Ferguson asked for clarification regarding the number of overnight travel other cities are experiencing that have indoor sports facilities for amateur sporting events. Mr. Kimberlin noted it depends upon the city and what they have to offer travelers. He further noted more smaller communities are constructing indoor sports complexes to hold amateur sporting events in their communities to help generate revenues. Mr. Kimberlin added many of the sporting complex facility areas within the City, such as Lake Country Soccer, need upgrades to entice amateur sporting events to come to the city.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

**Amending Fee
Schedule**

Sponsor: Lear, Schilling, Fisk, and Simpson. Council Bill 2021-013.

A general ordinance amending the Fee Schedule for certain City services as provided in the Springfield City Code, by making adjustments as provided in the attached "Evaluation of Charges for Municipal Services;" and adopting new fees for certain City services. (The Finance and Administration Committee recommends approval.)

Teresa Allen, Budget Coordinator, provided an overview of the proposed. Ms. Allen noted adjustments to the City's municipal fees are recommended based on the policy statement included in the fee study and the recommendations of the Finance and Administration Committee, which met on December 9, 2020 and gave approval. She noted 103 fees are included in the evaluation of charges and the cost recover of the recommended fees is 100% excluding Hazelwood Cemetery and Enterprise Charges, which require special consideration. She further noted due to the impact of COVID-19 in Fiscal Year 2020-2021 to services, the Springfield-Greene County Health Department respectfully requests to delay the increase for Fiscal Year 2021-2022 regarding three food permit fees that were not at 100% cost recovery. Ms. Allen noted per the City's policy, approximately one-third of the fees are fully evaluated on an annual rotating basis and the remaining two-thirds of the fees are not included within "Exhibit A" will increase by the Consumer Price Index of 0.99% for Fiscal Year 2021-2022 to keep pace with inflation. She further noted all fees would be effective on July 1, 2021.

Mayor McClure thanked Ms. Allen for tonight's presentation and for the Finance and Administration Committee's review.

Councilman Lear expressed his appreciation to the Finance Department and City staff for the proposed.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

**Exchange of
property at Smith
Park located at**

Sponsor: McGull. Council Bill 2021-014.

A special ordinance authorizing the exchange of approximately 0.15 acres of Smith Park, generally located at 1536 East Division Street, for a portion of real estate for

**Glenstone and
Division**

right-of-way generally located at the intersection of Glenstone and Division; and accepting an executed sanitary sewer easement across 1536 East Division Street. (Planning and Zoning Commission and staff recommend approval.) (By: The Springfield-Greene County Parks Board; 1536 East Division Street; Request to Dispose 526.)

Lana Woolsey, Assistant City Attorney, provided an overview of the proposed. Ms. Woolsey noted the Springfield-Greene County Park Board proposed to dispose of a portion of Smith Park property to Evangel University generally located at 1536 East Division Street. She further noted the City approached Evangel University to negotiate acquiring a small portion of real estate for right-of-way purposes necessary for the City's street and stormwater improvements project at and near the intersection of Division and Glenstone. She added, as a result, Evangel University has agreed to donate the land to the City in exchange for a portion of Smith Park property to expand their ballfield area. Ms. Woolsey noted the Park Board passed a resolution on November 13, 2020 to authorize the transfer of Smith Park property to Evangel University.

Councilman McGull expressed his belief the City's street and stormwater improvements project at and near the intersection of Division and Glenstone will hopefully help with flooding issues in this area.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

**Agreement with
Ridge at Ward
Branch and RW
Development,
LLC.**

Sponsor: Schilling. Council Bill 2021-015.

A special ordinance approving a Transportation Project Agreement between the City of Springfield, Ridge at Ward Branch Transportation Development District, and RW Development, LLC. (Staff recommends approval).

Sarah Kerner, Economic Development Director, provided an overview of the proposed. Ms. Kerner noted RW Development, LLC. is in the process of developing a 100-acre mixed-use site in southwest Springfield and has formed the Ridge at Ward Branch Transportation Development District to generate revenue to fund various street and parking lot improvements for the development. She further noted the developer, at its cost, shall construct the local transportation project on behalf of the Transportation Development District in accordance with all applicable laws and regulations. Ms. Kerner added once it is complete, the developer will dedicate to the City the portions of the local project identified on any subdivision plat approved by the City, and the City will be responsible for maintenance of those improvements. She noted upon completion of the portions of the local transportation project that will not be dedicated to the City or the Missouri Highways and Transportation Commission, including driveways and parking lots, the developer shall grant an easement or license to the Transportation Development District providing for the public use of the parking lot portion for its useful life.

Mr. Schilling asked for clarification regarding the estimated cost of the proposed relating to improvements. Ms. Kerner noted the estimated amount is approximately

\$14.3 million. She further noted the proposed Transportation Development District does not cover the entire proposed mixed-use development area. Ms. Kerner added the proposed Transportation Development District is for approximately 56.11 acres, which would be bounded by the Library Center to the north, West Weaver Road to the south, South Campbell Avenue to the east, and the Wellington Hills subdivision to the west. Ms. Kerner noted Transportation Development Districts are usually approved by the court system.

Anita Cotter, City Clerk, noted developer representatives are available for any questions if needed. There were no additional questions from City Council.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

The following bills were read and discussed simultaneously.

Bid for Fassnight Trail

Sponsor: Schilling. Council Bill 2021-016.

Improvements and Luster Avenue Sidewalk Project

A special ordinance approving the plans and specifications for the Fassnight Trail Improvements and Luster Avenue Sidewalk project; accepting the bid of KCI Construction Company in the amount of \$159,176.10 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Bid for the Galloway Trail Reconstruction – Republic Road to Sequiota Park

Sponsor: Simpson. Council Bill 2021-017.

A special ordinance approving the plans and specifications for the Galloway Trail Reconstruction – Republic Road to Sequiota Park; accepting the bid of Liming Concrete, LLC, in the amount of \$141,380, for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Bid for the Sidewalk Connection to Galloway Trail Project – Greenwood Street to Lone Pine Avenue

Sponsor: Simpson. Council Bill 2021-018.

A special ordinance approving the plans and specifications for the Sidewalk Connection to Galloway Trail project – Greenwood Street to Lone Pine Avenue; accepting the bid of D&E Plumbing & Heating, LLC, in the amount of \$163,051.90 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Bid for the Harvard Avenue Sidewalk Project

Sponsor: Simpson. Council Bill 2021-019.

A special ordinance approving the plans and specifications for the Harvard Avenue Sidewalk project; accepting the bid of KCI Construction Company, in the amount of \$98,685.50 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Brett Foster, Traffic Engineer, provided an overview of the proposed. Mr. Foster noted all the proposed are for trail and sidewalk improvement projects that were

requested by numerous citizens over the past several years for improvements. He further noted all the proposed are contingent upon approval by the Missouri Department of Transportation. Mr. Foster added the bids received were all lower than the Engineer's Estimate for all the proposed. He noted if all the proposed are approved, they would be constructed in year 2021.

Mr. Foster noted Council Bill 2021-016 will extend the existing Fassnight Greenway Trail beyond Jefferson Avenue to connect with the Phelps Grove Park. He further noted this will result in a 10-foot, shared use trail connection between the Springfield Art Museum, Phelps Grove Park, Parkview High School, Fassnight Park, and the Springfield Skate Park. Mr. Foster added the Luster Avenue Sidewalk project will provide new sidewalks along Luster Avenue from Sunset Drive, north to Seminole Street resulting in a continuous sidewalk corridor from Seminole Street to Battlefield Road, which will improve access and connectivity to the Field Elementary School.

Mr. Foster noted Council Bill 2021-017 is for Galloway Trail Reconstruction that will reconstruct an existing portion of the Galloway Trail near Republic Road to Sequiota Park due to heavy use and aging pavement surfaces. He noted the existing asphalt surface will be replaced with an 8 to 10-foot wide, Americans with Disabilities Act compliant concrete trail resulting in improved walkability on one of the City's busiest trails.

Mr. Foster noted Council Bill 2021-018 is for a sidewalk connection to the Galloway Trail, which will provide new sidewalk along the west side of Lone Pine Avenue to Covington Street, a traffic signal at Lone Pine and Covington Street with pedestrian crossings, and sidewalk along the north side of Covington connecting directly to the Galloway Trail. He noted the City has received many citizen requests to make this connection from the Brentwood Neighborhood to the Galloway Trail.

Mr. Foster noted Council Bill 2021-019 would provide new sidewalk along the west side of Harvard Avenue from Swallow Street to Aladdin Court. He noted the proposed will make a much-needed pedestrian connection between the Farmer's Park to several single-family residences. He noted the City has also received many requests from the neighborhoods within this area for sidewalks along Harvard Avenue not only to connect to the Farmer's Park, but to also provide sidewalks for children when walking to and from the school bus stop.

Mayor McClure noted there were several bids submitted for all the proposed. He expressed he was pleased with the response from the various companies, especially since they were below the engineer's estimate.

Councilman McGull asked for clarification whether one of the bidders was a plumbing and heating company. Mr. Foster noted D&E Plumbing & Heating, LLC. is a company name but has been conducting major construction projects, such as road construction, for numerous years, and are well diversified to handle many types of projects.

Councilman Ollis expressed his support for all the proposed. He noted these projects will help improve walkability and connectivity within the community. He commended

City staff for their dedicated efforts and for the bid response received from the various companies for all the proposed.

Councilman Schilling asked for clarification regarding the miles of sidewalk and trails being added for all the proposed within the community. Mr. Foster noted he does not know the miles of sidewalk and trails being added but does know the length of trails being added for connectivity is a considerable amount. He further noted City staff would provide additional information to the City Council.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

**Agreement with
Ozarks Technical
Community
College and Fire
Department**

Sponsor: Hosmer. Council Bill 2021-020.

A special ordinance authorizing the City Manager, or his designee, to enter into a First Addendum to the Intergovernmental Agreement with Ozarks Technical Community College regarding cooperative training between the Springfield Fire Department and Ozarks Technical Community College for the purpose of extending the term of the existing agreement.

Councilman Simpson recusing himself from the proposed due to the Ozarks Technical Community College being his employer.

Jason Gage, City Manager, provided an overview of the proposed. Mr. Gage noted the City's Fire Department and the Ozarks Technical Community College have a long tradition of providing firefighter training in the Springfield area, and have shared facilities and training props since 2012. He further noted the proposed modification and extension of the period of the intergovernmental agreement to June 30, 2024, to coincide with the fiscal year observed by the College. Mr. Gage added this will facilitate an opportunity for use of grant funds by the College for sustainment and enhancement of the College's supplied apparatus, equipment, and training props.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Donald Lindsey did not appear to address City Council.

Lisa Meeks addressed the issue of COVID-19. Ms. Meeks referred to a study, which she noted pertained to the issue of asymptomatic spread. She expressed her belief masking does not work and does not prevent the spread of COVID-19.

Heather Dietz did not appear to address City Council.

The following items appeared on the agenda under New Business.

The City Manager recommends the following appointment to the Industrial Development Authority: Haylee Davis with term to expire October 31, 2023.

The City Manager recommends the following reappointment to the Industrial Development Authority: Jeffrey Schmitt with term to expire October 31, 2022, John Taylor with term to expire October 31, 2022, and Joel Thomas with term to expire October 31, 2022.

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

UNFINISHED BUSINESS

MISCELLANEOUS

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

Lease Agreement and Memorandum of Understanding with the Missouri Highways and Transportation

Sponsor: Lear. Council Bill 2021-021.

A special ordinance authorizing the City Manager, or his designee, to enter into a Lease Agreement and Memorandum of Understanding with the Missouri Highways and Transportation Commission for the purpose of operating and apportioning costs of the Traffic Management Center; and amending the budget for the Department of Public Works in the amount of \$37,742 for the receipt of lease payments.

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

Appointment to the Springfield Enhanced Enterprise Zone

Sponsor: Ollis. Council Bill 2021-022.

A resolution approving the appointment of Samuel Ackerman to serve as a member of the Springfield Enhanced Enterprise Zone Board.

Council Bill 2021-022. Resolution 10546 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

Reappointments to the Downtown Springfield Community Improvement District

Sponsor: Lear. Council Bill 2021-023.

A resolution confirming the reappointments of Chris Ball, Bart Tacke, Ken Chumbley, Bruce Adib-Yazdi and Dick Scott to the Downtown Springfield Community Improvement District Board of Directors. (Staff and the Downtown Springfield Community Improvement District Board of Directors recommend approval.)

Council Bill 2021-023. Resolution 10547 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

Blueprint for Safer Roadways Grant “SGF Yields”

Sponsor: Fisk. Council Bill 2021-024.

A special ordinance authorizing the City Manager, or his designee, to accept a ‘Blueprint for Safer Roadways Grant’ in the amount of \$6,500 from the Missouri Highways and Transportation Commission to support continuation of the City’s pedestrian safety education program “SGF Yields;” amending the budget of the Department of Public Works for Fiscal Year 2020-2021 in that amount upon award of the grant; and declaring that this bill qualifies as a one-reading bill.

Council Bill 2021-024. Special Ordinance 27450 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

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

Sedona Charitable Trust Grant for Smoke Alarms and Batteries for Hearing Impaired

Sponsor: Lear. Council Bill 2021-307.

A special ordinance authorizing the City Manager, or his designee, to accept a grant in the amount of \$1,861 from the Stephen and Helen G. Sedora Charitable Trust, to provide free smoke alarms and batteries for the hearing impaired; and amending the budget for the Fire Department for Fiscal Year 2020-2021.

Council Bill 2021-307. Special Ordinance 27451 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

The City Manager confirms the following appointment to the Springfield-Greene County Park Board: Susan Turner with term to expire June 1, 2021.

The City Manager confirms the following appointment to the Springfield-Greene County Park Board: Leslie Carrier with term to expire June 1, 2023.

END OF CONSENT AGENDA.

Motion to Adjourn

Councilman Simpson moved to Adjourn. Councilman Lear seconded the motion, and it was approved by the following vote. Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, and McClure. Nays: Hosmer. Absent: None. Abstain: None. The meeting adjourned at 9:10 p.m.

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrngs. _____
Pgs. 16 _____
Filed: 01-05-21 _____

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-005

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 9 acres of
3 property generally located at 3800 and 3850 South National Avenue and
4 1271 East Bradford Parkway from Planned Development No. 12, 1st and
5 5th Amendments, to GI, Government and Institutional Use; establishing
6 Conditional Overlay District No. 191; and adopting an updated Official
7 Zoning Map. (Staff and Planning and Zoning Commission both
8 recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at 3800 and 3850 South National Avenue and 1271 East Bradford
13 Parkway from Planned Development No. 12, 1st and 5th Amendments to GI,
14 Government and Institutional Use with Conditional Overlay District No. 191; and
15

16 WHEREAS, Conditional Overlay District No. 191 shall modify the requirements
17 of the Springfield Land Development Code Section 36-401, GI, Government and
18 Institutional Use, by requiring that the property described in "Exhibit B" comply with the
19 requirements described in "Exhibit A;" and
20

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

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

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

33 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

34 SPRINGFIELD, MISSOURI, as follows, that:

35
36 Section 1 – The property described in "Exhibit B," which is attached hereto and
37 incorporated herein by this reference, is hereby rezoned from Planned Development
38 No. 12, 1st and 5th Amendments, to GI, Government and Institutional Use, with
39 Conditional Overlay District No. 191. Springfield Land Development Code, Section 36-
40 306, 'Official zoning map and rules for interpretation,' is hereby amended, changed and
41 modified consistent with this Ordinance.

42
43 Section 2 – City Council hereby establishes Conditional Overlay District No. 191
44 which shall contain the requirements and standards provided on "Exhibit A," which is
45 attached hereto and incorporated herein by this reference as though set forth herein.
46 The requirements of Conditional Overlay District No. 191 shall modify the requirements
47 of the Springfield Land Development Code Section 36-401, GI, Government and
48 Institutional Use, by requiring the property described on "Exhibit B" comply with the
49 requirements contained in "Exhibit A."

50
51 Section 3 – City Council hereby directs the City Manager, or designee, to update
52 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
53 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
54 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
55 rules of interpretation.'

56
57 Section 4 – The Official Zoning Map herein adopted shall be maintained and
58 archived in the same digital form in which this Council has approved its adoption.

59
60 Section 5 – This Ordinance shall be in full force and effect from and after
61 passage.

62
63 Passed at meeting: _____

64
65 _____
66 Mayor

67
68 Attest: _____, City Clerk

69
70
71 Filed as Ordinance: _____

72
73 Approved as to form: Kyle Tolbert, Assistant City Attorney

74
75
76 Approved for Council action: Jason A. Hays, City Manager
77

EXPLANATION TO COUNCIL BILL 2021 - 005

FILED: 01-05-21

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 9 acres of property generally located at 3800 and 3850 South National Avenue and 1271 East Bradford Parkway from Planned Development No. 12, 1st and 5th Amendments to GI, Government and Institutional Use and establishing Conditional Overlay District No. 191. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-21-2020 & CONDITIONAL OVERLAY DISTRICT NO. 191

The applicant is proposing to rezone approximately 9 acres of property generally located at 3800 and 3850 South National Avenue and 1271 East Bradford Parkway from Planned Development No. 12, 1st and 5th Amendments to GI, Government and Institutional Use and establishing Conditional Overlay District No. 191. The intent of this rezoning application is to facilitate the development of the vacant/undeveloped site for a parking garage that would serve hospital employees and patients.

A Conditional Overlay District has been submitted to mitigate any potential impacts of the base zoning. The requirements include a Traffic Impact Study to be submitted at the time of development and any roadway improvements required will be defined in the Traffic Impact Study and must be constructed or escrowed. Also, an administrative lot combination is required to combine all existing lots into one.

REMARKS:

The Planning and Zoning Commission held a public hearing on December 17, 2020, 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 D," Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*, which identifies the subject property as appropriate for Community and Public uses and Medium Intensity Retail, Office and Housing uses. The GI District is listed as an appropriate zoning district for this Land Use category. There is a small portion of Low-Density housing shown on the Plan at Primrose Street and Kickapoo Avenue; however, this area is currently being used for

off-street parking and the current PD allows for office and commercial uses to be developed at this site. These properties are also located in the James River Freeway and National Avenue (Community) Activity Center.

2. The requested GI zoning is consistent with the existing GI zoning to the northwest and west of the subject property which is also part of the Cox Health Medical Campus.
3. A Conditional Overlay District has been submitted to mitigate any potential negative impacts of the Government and Institutional Use District within this area.
4. This request is consistent with the City's policies to promote infill development where investments have already been made in public services and infrastructure.

Submitted by:



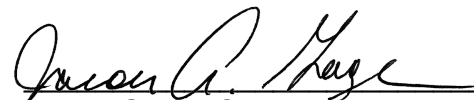
Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Conditional Overlay District Provisions

Attachment 3: Neighborhood Meeting Summary

Exhibit A

**CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-21-2020 & CONDITIONAL OVERLAY DISTRICT NO. 191**

The requirements of Section 36-401 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. A Traffic Impact Study shall be submitted at the time of development or redevelopment of additional building square footage based on the actual before and after uses of the property. Any improvements required based on the study will be required to be constructed or funds escrowed prior to the issuance of a building permit.
2. An administrative lot combination shall be required to combine all subject properties following the Subdivision Regulations.

Exhibit B

LEGAL DESCRIPTION
ZONING CASE Z-21-2020 & CONDITIONAL OVERLAY DISTRICT NO. 191

ALL OF LOTS 10, 17 AND 18 OF BRADFORD PARK, A SUBDIVISION IN THE CITY OF SPRINGFIELD, MISSOURI, RECORDED IN PLAT BOOK HH PAGE 68 GREENE COUNTY RECORDER'S OFFICE. ALL BEING IN SECTION 7, TOWNSHIP 28 NORTH, RANGE 21 WEST.

Exhibit C

**RECORD OF PROCEEDINGS
ZONING CASE Z-21-2020 & CONDITIONAL OVERLAY DISTRICT NO. 191
Planning and Zoning Commission – December 17, 2020**

Z-21-2020 w/COD #191

3800 & 3850 South National Avenue and 1271 East Bradford Pkwy

Applicant: Lester E Cox Medical Centers

Mr. King Coltrin recused himself.

Mr. Hosmer stated that this is a request to rezone approximately 9 acres of property generally located at 3800 and 3850 S. National Avenue and 1271 E. Bradford Pkwy from Planned Development No. 12, 1st and 5th Amendments to GI, Government and Institutional Use and establishing Conditional Overlay District No. 191. The property is not located in a FEMA designated floodplain or a stream buffer area. On-site stormwater detention is already provided. The COD will require a lot combination and traffic impact study. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Dane Seiler, representative stated that Cox Hospital is one of Springfield's largest employer and wants to be able to connect to existing Cox buildings. There were 3 neighbors at the socially distanced meeting, and they had no concerns.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** item Z-21-2020 w/COD #191 (3800 & 3850 South National Avenue and 1271 East Bradford Pkwy). Ms. Ogilvy seconded the motion. Ayes: Doennig, Ogilvy, Cox, and Jobe, Thomas and Shuler. Nays: None. Abstain: None. Absent: Broekhoven and Rose. Mr. King Coltrin recused himself.



Bob Hosmer, AICP
Planning Manager

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING:
CITY COUNCIL PUBLIC HEARING:

December 17, 2020

January 11, 2021

CASE: Z-21-2020 w/COD #191

ACRES: Approximately 9 acres

LOCATION: 3800 and 3850 S. National Avenue and 1271 E. Bradford Pkwy

EXISTING LAND USE: Hospital, medical offices, parking & vacant/undeveloped land

APPLICANT: Lester E. Cox Medical Centers

STAFF: Daniel Neal, Senior Planner
417-864-1036

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).



SUMMARY OF REQUEST:

Request to rezone approximately 9 acres of property generally located at 3800 and 3850 S. National Avenue and 1271 E. Bradford Pkwy from Planned Development No. 12, 1st and 5th Amendments to GI, Government and Institutional Use and establishing Conditional Overlay District No. 191.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. 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 Community and Public uses and Medium Intensity Retail, Office and Housing uses. The GI District is listed as an appropriate zoning district for this Land Use category. There is a small portion of Low-Density housing shown on the Plan at Primrose Street and Kickapoo Avenue; however, this area is currently being used for off-street parking and the current PD allows for office and commercial uses to be developed at this site. These properties are also located in the James River Freeway and National Avenue (Community) Activity Center.
2. The requested GI zoning is consistent with the existing GI zoning to the northwest and west of the subject property which is also part of the CoxHealth Medical Campus.
3. A Conditional Overlay District has been submitted to mitigate any potential negative impacts of the Government and Institutional Use District within this area.
4. This request is consistent with the City's policies to promote infill development where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 12 Amended	PD 12	PD 12 Amended	GI
LAND USE	Retail and general office uses	Medical and general office uses	Medical and general office uses	Hospital

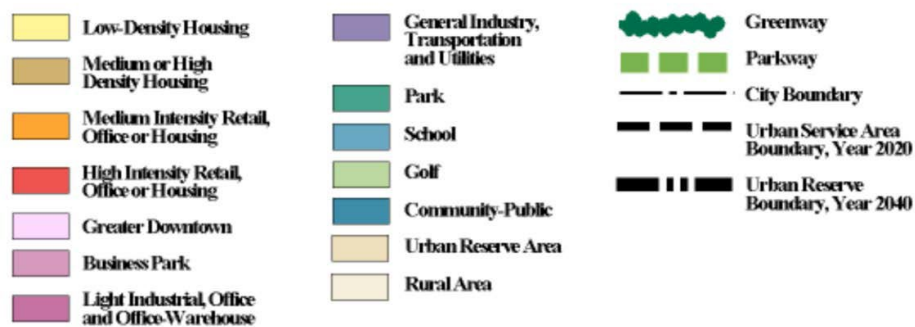
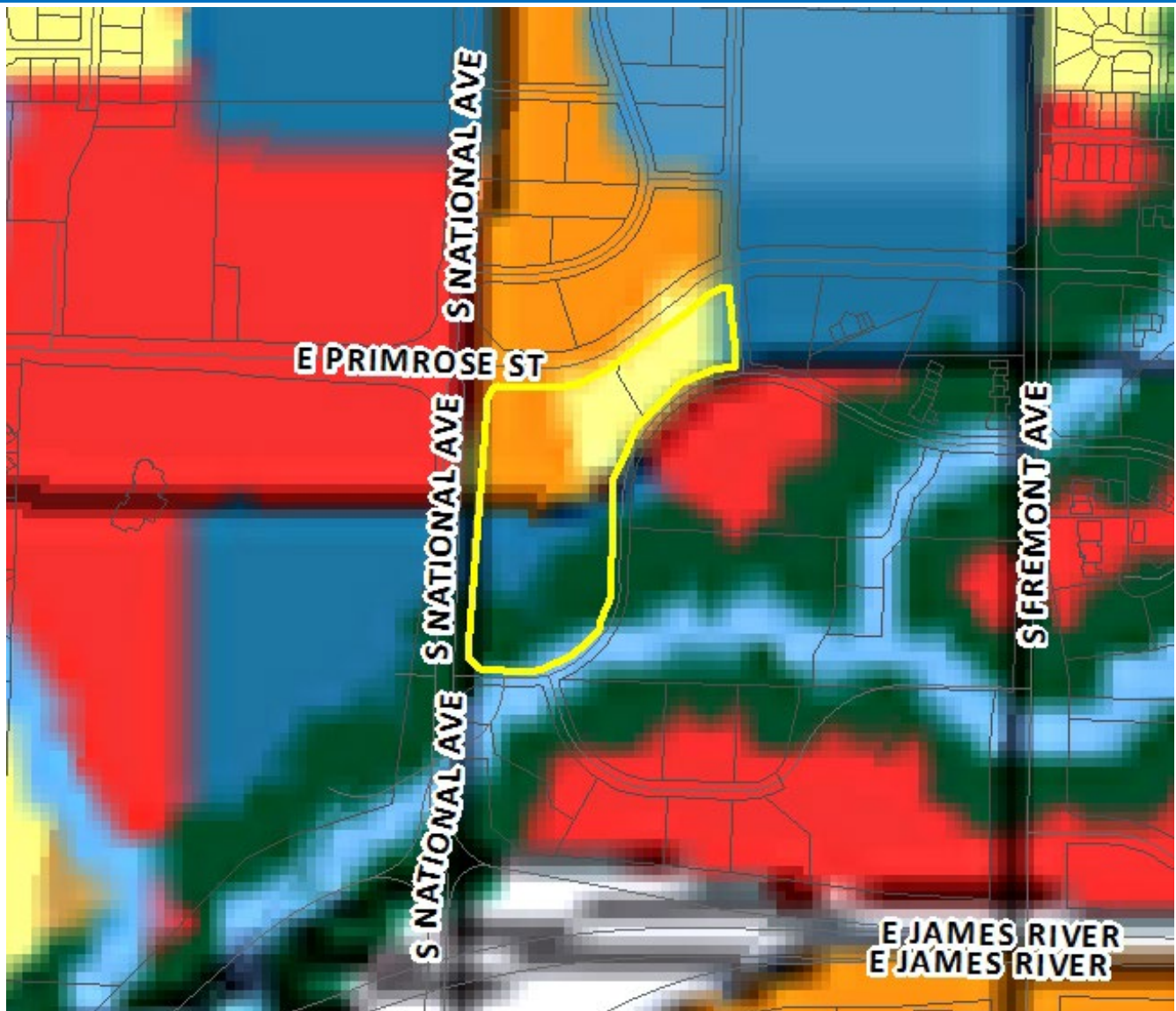
SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject properties were originally zoned Planned Development 12 in 1982 and was later amended in 1983 and 1988. The site has not had a map amendment since that time.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

- (a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:
1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
 2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
 3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
 4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
 5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
 6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
 7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
 8. Information submitted at the public hearing.

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GI
Minimum Yard Requirements	None, except as required by section 36-453, supplemental open space and yard regulations, and the bufferyard requirements.
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum Open Space	Not less than 20 percent
BULK PLANE	BUFFERYARD AND LANDSCAPING
N/A	N/A

COMPATIBILITY WITH COMPREHENSIVE PLAN:

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 Community and Public uses and Medium Intensity Retail, Office and Housing uses. The GI District is listed as an appropriate zoning district for this Land Use category. There is a small portion of Low-Density housing shown on the Plan at Primrose Street and Kickapoo Avenue; however, this area is currently being used for off-street parking and the current PD allows for office and commercial uses to be developed at this site.

These properties are also located in the James River Freeway and National Avenue (Community) Activity Center. The medical, office, retail and residential developments make this a true mixed-use Activity Center that runs north and south along National Avenue. Activity Centers are locations of significant business and high-density housing development. It is intended that additional development be concentrated in and around Activity Centers so as to optimize transportation investments, citizen convenience, investor confidence, a compact growth pattern and a sense of urban excitement. Land in each Activity Center is to be intensively and efficiently used.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 9 acres of property generally located at 3800 and 3850 S. National Avenue and 1271 E. Bradford Pkwy from Planned Development No. 12, 1st and 5th Amendments to GI, Government and Institutional Use and establishing Conditional Overlay District No. 191. The intent of this rezoning

application is to facilitate the development of the vacant/undeveloped site for a parking garage that would serve hospital employees and patients.

2. A Conditional Overlay District has been submitted to mitigate any potential impacts of the base zoning. The requirements include a Traffic Impact Study to be submitted at the time of development and any roadway improvements required will be defined in the Traffic Impact Study and must be constructed or escrowed. Also, an administrative lot combination is required to combine all existing lots into one.
3. The requested GI zoning is consistent with the existing GI zoning to the northwest and west of the subject property which is also part of the CoxHealth Medical Campus.
4. The GI District was established to apply to those lands where federal, state or local government activities are conducted and to major public and private educational and medical facilities. It's intended for those uses that are comparatively intensive or which require substantial buildings.
5. The proposed rezoning was reviewed by City departments, whose comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

Due to the Mayor's Proclamation of Civil Emergency (COVID-19), the applicant held a virtual neighborhood meeting with property owners and residents within 500 feet of the subject properties on December 1, 2020 from 4-6 p.m. A summary of the meeting is attached (Attachment 3).

PUBLIC NOTIFICATIONS:

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: 9 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the rezoning however we have the following comments about development on this site. PREDEV2020-00062 comments stated that the following; "Critical issue:

1. Public sewer is not available for lot 10 of the PD. If any use is planned that requires connection to sewer, public improvement plans will be required to extend sewer adjacent to the property. 2. Public improvements must be completed and accepted or escrowed before building permit can be issued. Allowance of escrow will be determined with subsequent plan review. Fee for public improvement plans must be paid and the plans must be filed before escrow can be approved. 3. Sewer impact permit fee required if constructing new building according to city code section 120.246." 4. After reviewing the final plat, there is a 10 foot private sewer lateral easement from lot 17 to lot 10 which could have provided sewer access except that it appears to be under an existing building. 5. A new private lateral easement would have to be recorded or public improvements would have to be extended to provide sewer access to lot 10.

FIRE DEPARTMENT:

Fire has no issues with the proposed rezoning.

CITY UTILITIES:

City Utilities has no issues with the proposed rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the Ward Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention not applicable as detention is already provided. Water quality is required if adding an additional acre of impervious area. The property is not located in a stream buffer area.

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 1 acre or greater, 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. A land disturbance permit will be required if disturbing 1 acre or greater.

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

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. National Avenue as a Primary Arterial, E. Primrose Street as a Secondary Arterial and E. Bradford Parkway as a Local-Commercial Street. The standard right-of-way width for S. National Avenue is 50-feet from the centerline, E. Primrose Street is 35-feet from the centerline and right of way width for E. Bradford Parkway is 30-ft from the centerline. It appears no additional right-of-way is needed along any of these roadways. A survey is recommended to determine the exact amount of existing right-of-way. S. National Avenue, E. Primrose Street and E. Bradford Parkway are city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on S. National Avenue is 40,000 vehicles per day and 19,000 vehicles per day on E. Primrose Street. There are no traffic counts for E. Bradford Parkway as it is classified as a local roadway. Traffic counts on local roadways are done by request only. On-street parking is not allowed along any of these roadways.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from E. Primrose Street and one from E. Bradford Parkway. Additional access will be allowed based on existing City of Springfield standards for the classification of the roadway. Access to this property from National Avenue is not allowed.

SIDEWALK

There is existing sidewalk along the property frontage of S. National Avenue, E. Primrose Street and E. Bradford Parkway.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Ward Branch Greenway Trail is in the area surrounding the property pertaining to this zoning. There is one bus stop along S. National Avenue and one bus stop along E. Primrose Street in the area of this development. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study shall be submitted at the time of development or redevelopment of additional building square footage based on the actual before and after uses of the property. Any improvements required based on the study will be required to be constructed or funds escrowed prior to the issuance of a building permit.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	S. National Avenue	Primary Arterial	No	65	50
Street 2	E. Primrose Street	Secondary Arterial	No	60	35
Street 3	E. Bradford Parkway	Local-Commercial	No	30	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		Not changing			
*Proposed Trips Generated					
Additional Trips Generated					

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

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-21-2020 & CONDITIONAL OVERLAY DISTRICT NO. 191

The requirements of Section 36-401 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. A Traffic Impact Study shall be submitted at the time of development or redevelopment of additional building square footage based on the actual before and after uses of the property. Any improvements required based on the study will be required to be constructed or funds escrowed prior to the issuance of a building permit.
2. An administrative lot combination shall be required to combine all subject properties following the Subdivision Regulations.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: PAD to GI
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 12/1/2020 - 4 PM to 6 PM
3. Meeting Location: Virtual
4. Number of invitations that were sent: _____
5. How the mailing list was generated: City of Springfield Provided
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).

The neighborhood meeting went well. We had three attendees, all of them were curious as to what was going on, I shared with them about the project and why we needed to rezone. I also answered some of their questions. No one voiced any concerns, but I told them if they had any more questions or comments, they could send in their form or reach out to me.

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

N/A

I, Dane Seiler (print name), attest that the neighborhood meeting was held on 12/1/2020 (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

Dane Seiler
Printed name of person completing affidavit

One-rdg. _____
P. Hrngs. _____
Pgs. 21
Filed: 01-05-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 006

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 1.59 acres of
3 property generally located at 2009 West Kingsley Street from GR, General
4 Retail district, to R-MD, Medium-density Multi-family Residential district;
5 establishing Conditional Overlay District No. 190; and adopting an
6 updated Official Zoning Map. (Staff and Planning and Zoning Commission
7 both recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 2009 West Kingsley Street from GR, General Retail district to R-
12 MD, Medium-density Multi-family Residential district with Conditional Overlay District
13 No. 190; and
14

15 WHEREAS, Conditional Overlay District No. 190 shall modify the requirements
16 of the Springfield Land Development Code Section 36-383, R-MD, Medium-density
17 Multi-family Residential district, by requiring that the property described in "Exhibit B"
18 comply with the requirements described in "Exhibit A;" and
19

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

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

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

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

34
35 Section 1 – The property described in "Exhibit B," which is attached hereto and
36 incorporated herein by this reference, is hereby rezoned from GR, General Retail
37 district, to R-MD, Medium-density Multi-family Residential district, with Conditional
38 Overlay District No. 190. Springfield Land Development Code, Section 36-306, 'Official
39 zoning map and rules for interpretation,' is hereby amended, changed and modified
40 consistent with this Ordinance.

41
42 Section 2 – City Council hereby establishes Conditional Overlay District No. 190
43 which shall contain the requirements and standards provided on "Exhibit A," which is
44 attached hereto and incorporated herein by this reference as though set forth herein.
45 The requirements of Conditional Overlay District No. 190 shall modify the requirements
46 of the Springfield Land Development Code Section 36-383, R-MD, Medium-density
47 Multi-family Residential district, by requiring the property described on "Exhibit B"
48 comply with the requirements contained in "Exhibit A."

49
50 Section 3 – City Council hereby directs the City Manager, or designee, to update
51 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
52 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
53 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
54 rules of interpretation.'

55
56 Section 4 – The Official Zoning Map herein adopted shall be maintained and
57 archived in the same digital form in which this Council has approved its adoption.

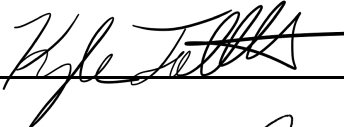
58
59 Section 5 – This Ordinance shall be in full force and effect from and after
60 passage.

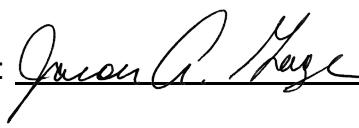
61
62 Passed at meeting: _____

63
64 _____
65 Mayor

66
67 Attest: _____, City Clerk

68
69
70 Filed as Ordinance: _____

71
72
73 Approved as to form: , Assistant City Attorney

74
75
76 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021 - 006

FILED: 01-05-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.59 acres of property generally located at 2009 West Kingsley Street from GR, General Retail to R-MD, Medium-density Multi-family Residential District with Conditional Overlay District No. 190 (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-20-2020/ CONDITIONAL OVERLAY DISTRICT NO. 190

The applicant is proposing to rezone approximately 1.59 acres of property generally located at 2009 West Kingsley Street from GR, General Retail to R-MD, Medium-density Multi-family Residential District with Conditional Overlay District No. 190. The applicant, Housing Authority of Springfield, intends to develop a Veterans Affairs supportive housing project; due to the proximity to the Gene Taylor Veterans' Outpatient Clinic.

The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for High Intensity Retail, Office or Housing. The property is also within the James River Kansas Expressway Activity Center. Activity Centers are intended as a means of encouraging infill growth, of using infrastructure efficiently, of reducing auto trips and creating diverse, exciting urban locations. Policies call for mixed- and multiple-land uses on any given site in the Activity Centers, with major consideration given to creating attractive pedestrian spaces and streetscapes, shared or public open spaces, and links to the greenways.

The R-MD District is intended to accommodate multi-family developments at densities up to approximately twenty-nine (29) dwelling units per acre (the applicant is requesting 28 du/ac or less). According to the Multi-family Development Location and Design Guidelines, the proposed development has attained 12 points, which would allow up to 24 dwelling units per acre. The applicant has requested a density of 28 dwelling units per acre. Staff supports that an additional point be awarded under the "Opportunities and Constraints" section for a physical barrier within a one-half mile of the site, which would allow 25 to 28 dwelling units per acre.

REMARKS:

The Planning and Zoning Commission held a public hearing on December 17, 2020, and recommended to approve, by a vote of 7 to 0.

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

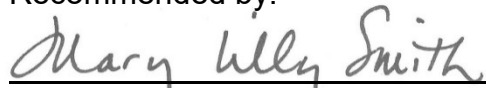
FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Element* of the *Comprehensive Plan* which designates this property as appropriate for High Intensity Retail, Office or Housing. The subject property is also within the James River Kansas Expressway Activity Center. Activity Centers are intended as a means of encouraging infill growth, of using infrastructure efficiently, of reducing auto trips and creating diverse, exciting urban locations.
2. The applicant intends to develop Veterans Affairs supportive housing due to the subject property's proximity to the Gene Taylor Veterans' Outpatient Clinic.
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.

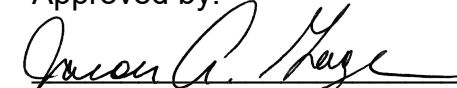
Submitted by:


Michael Sparlin, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Multi-Family Development Location and Design Guideline
Assessment

Attachment 3: Conditional Overlay District Provisions

Attachment 4: Site Plan

Exhibit A

CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-20-2020 & CONDITIONAL OVERLAY DISTRICT NO. 190

The requirements of *Section 36-383* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The development shall have a maximum density of 28 dwelling units per acre for a total 44 units.
2. The development of the subject property shall be in substantial conformance to the Multi-Family Location and Design Guidelines and the attached site plan (Attachment 5).

Exhibit B

LEGAL DESCRIPTION
ZONING CASE Z-20-2020 & CONDITIONAL OVERLAY DISTRICT NO. 190

ALL OF THE EAST 143.60 FEET OF LOT SIX (6), FINAL PLAT IN REPUBLIC PLAZA,
A SUBDIVISION IN GREENE COUNTY, MISSOURI

Exhibit C

RECORD OF PROCEEDINGS ZONING CASE Z-20-2020 & CONDITIONAL OVERLAY DISTRICT NO. 190 Planning and Zoning Commission – December 17, 2020

Z-20-2020 w/COD #190

2009 West Kingsley Street

Applicant: Housing Authority of Springfield

Mr. Hosmer stated that this is a request to rezone approximately 1.59 acres of property generally located at 2009 West Kingsley Street from GR, General Retail to R-MD, Medium-density Multi-family Residential District with Conditional Overlay District No. 190. The application is consistent with the Comprehensive Plan, which designates this property as appropriate for High Intensity Retail, Office or Housing. Near Activity Center. The Housing Authority of Springfield intends to develop a Veterans Affairs supportive housing project since the site is near the Gene Taylor Veterans' Outpatient Clinic. The Transportation Plan classifies Kingsley Street as a Local-Commercial roadway. A Traffic Impact Study is not required GR to R-MD. The property is not located in a FEMA designated floodplain or a stream buffer area. On-site stormwater detention is already provided. The Multi-Family Matrix, 12 points or 21 to 24 du/ac. The applicant has requested a density of 28 du/ac. Staff supports an additional point be awarded under the "Opportunities and Constraints" section for a physical barrier (JRF) within a one-half mile of the site, to allow 25 to 28 dwelling units per acre. On December 1, 2020 the Board of Adjustment approved a variance to allow off-street parking in the front yard. The COD will require a maximum density of 28 dwelling units per acre for a total 44 units and must be in substantial conformance to the Multi-Family Location and Design Guidelines. Requires majority vote of members present. Staff recommends approval.

Mr. Doennig opened the public hearing

Mr. John Oke-Thomas, representative, The Housing Authority will operate a building that is 100% for homeless veterans where they can get the assistance from the veteran's clinic nearby and all units will be fully accessible (ADA). This new project will allow veterans to learn life skills and get back into society.

Mr. King Coltrin asked how long veterans can stay.

Mr. Oke-Thomas stated that there is no answer only that they can stay until they are whole again and will have connections to the VA clinic available to them.

Mr. Doennig closed the public hearing.

Mr. King Coltrin stated that his is fully supportive but noted the odd location/place (between bank and hotel).

Mr. Thomas questioned the multi-family matrix and about the parking.

Mr. Hosmer stated that they have met the criteria and will have an out-door picnic area and require two parking spaces and Mr. John Oke-Thomas noted that most units are one bedroom, however six units are two bedrooms.

COMMISSION ACTION:

Ms. Cox motioned to **approve** item Z-20-2020 w/COD #190 (2009 West Kingsley Street). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Cox, and Jobe, Thomas and Shuler. Nays: None. Abstain: None. Absent: Broekhoven and Rose.

A handwritten signature in black ink, appearing to read "Bob Hosmer", is written over a horizontal line.

Bob Hosmer, AICP
Planning Manager

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING: CITY COUNCIL PUBLIC HEARING:

DECEMBER 17, 2020

January 11, 2021

CASE: Z-20-2020 w/COD #190

ACRES: Approximately 1.59 acres

LOCATION: 2009 West Kingsley Street

EXISTING LAND USE: Undeveloped land

APPLICANT: Housing Authority of Springfield

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

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).



SUMMARY OF REQUEST:

Request to rezone approximately 1.59 acres of property generally located at 2009 West Kingsley Street from GR, General Retail to R-MD, Medium-density Multi-family Residential District with Conditional Overlay District No. 190.

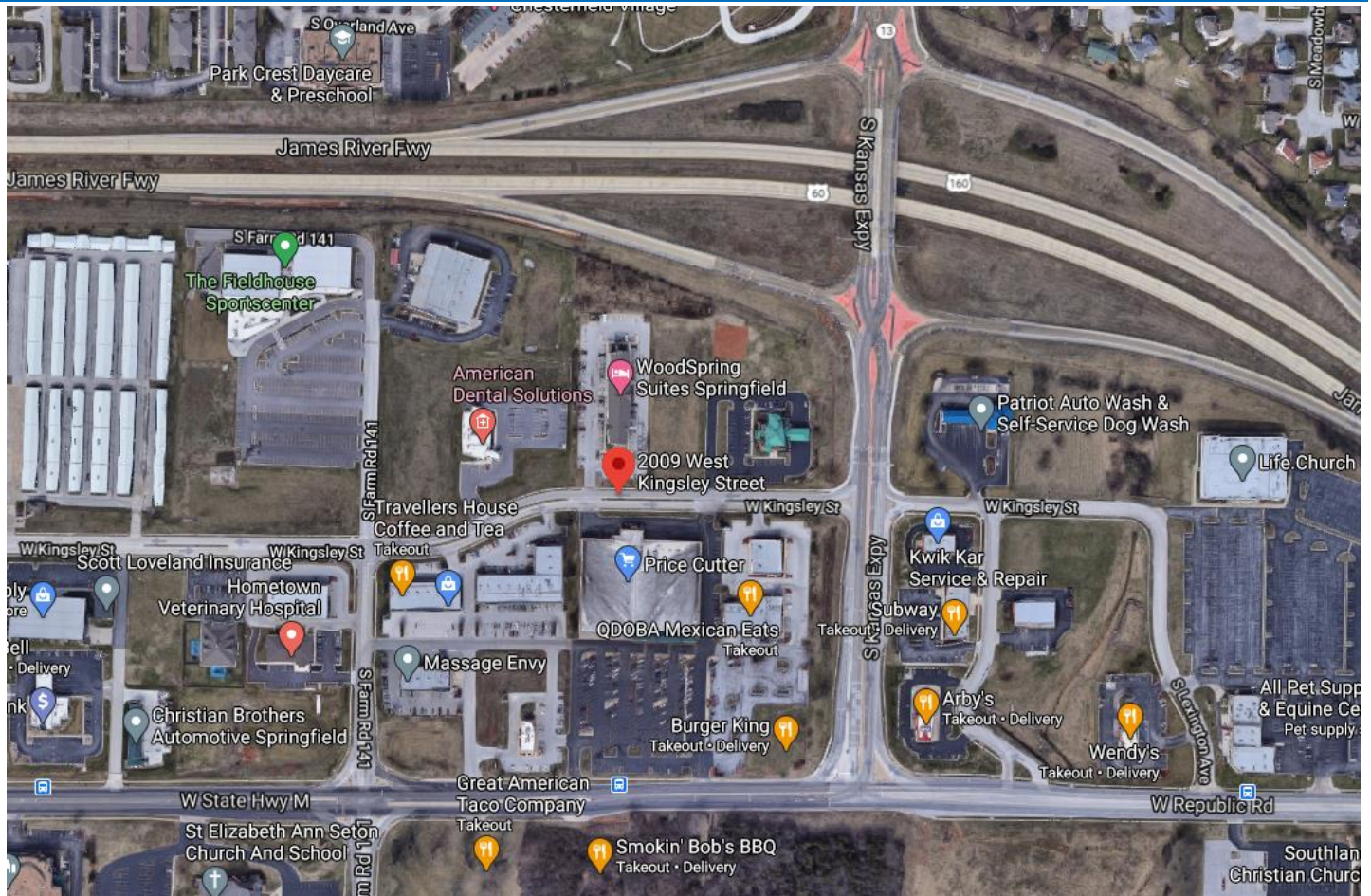
FINDINGS FOR STAFF RECOMMENDATIONS:

1. This application is consistent with the *Growth Management and Land Use Element* of the *Comprehensive Plan* which designates this property as appropriate for High Intensity Retail, Office or Housing. The subject property is also within the James River Kansas Expressway Activity Center. Activity Centers are intended as a means of encouraging infill growth, of using infrastructure efficiently, of reducing auto trips and creating diverse, exciting urban locations.
2. The applicant intends to develop Veterans Affairs supportive housing due to the subject property's proximity to the Gene Taylor Veterans' Outpatient Clinic.
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	PD141 Am 8	GR	GR	GR
LAND USE	James River Freeway/Financial and banking services	Grocery Store	Bank	Extended Stay Hotel

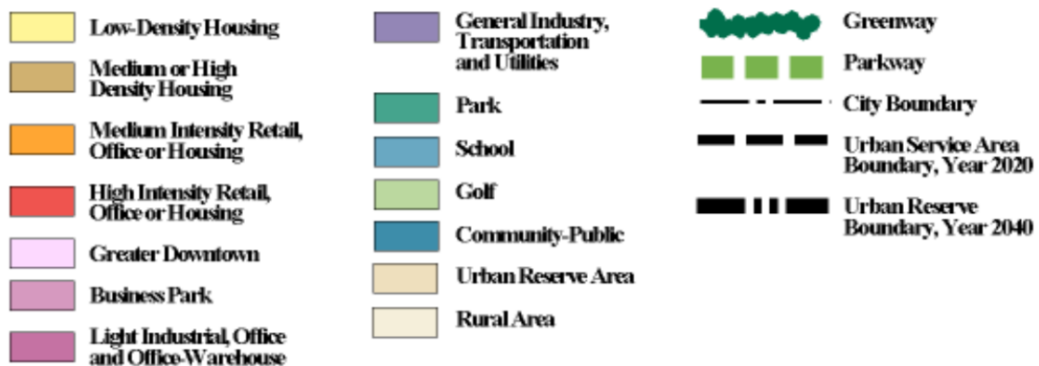
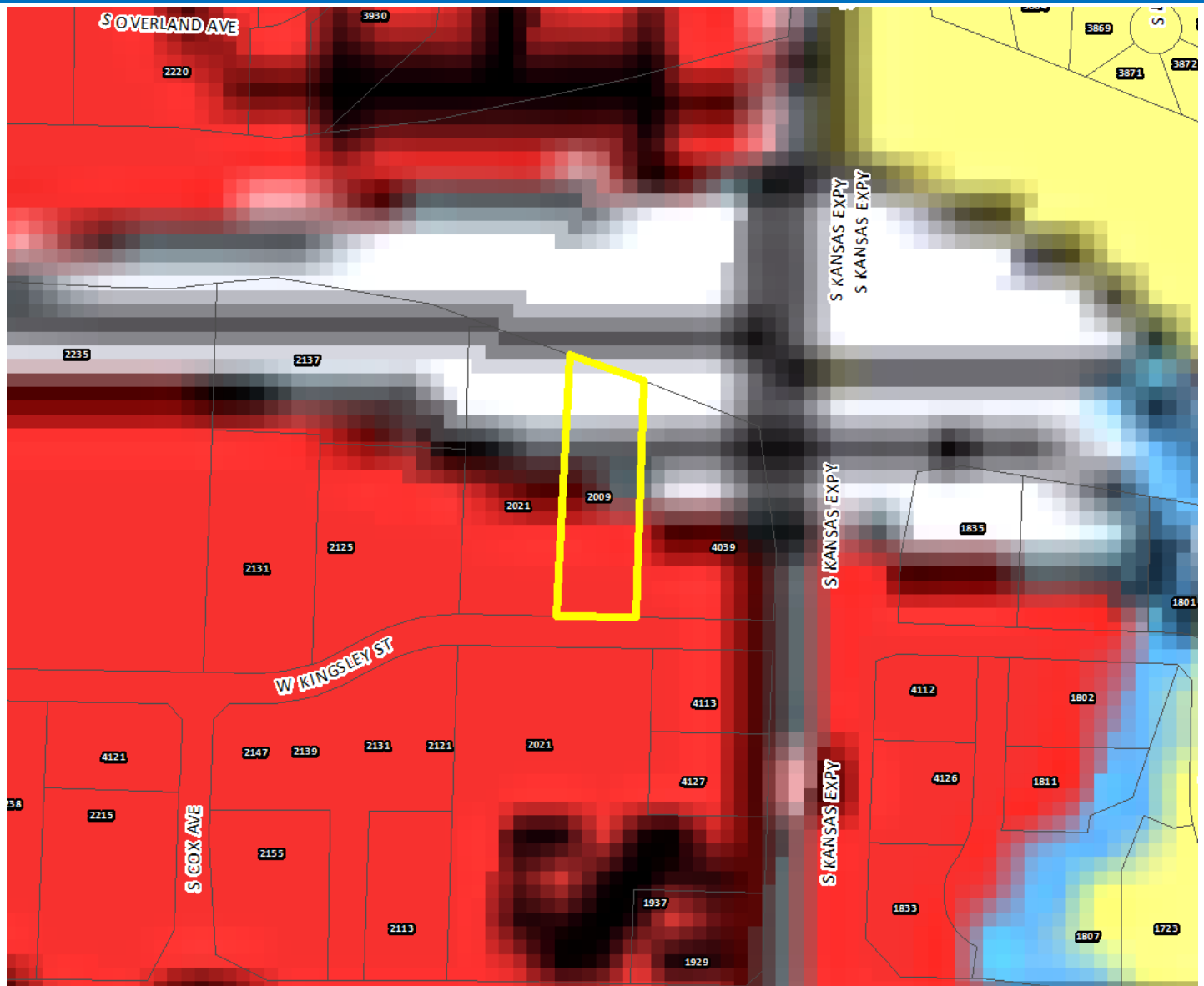
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was annexed in 1976 and has been zoned GR, General Retail District since the citywide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

- (7) Findings by the commission.
- (a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:
1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
 2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
 3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
 4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
 5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
 6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
 7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
 8. Information submitted at the public hearing.

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-MD
Maximum Structure Height	Thirty-five feet plus one additional foot for each additional two feet of setback provided on each side of the structure up to 75 feet. Above 75 feet, no additional setback is required.
Minimum open space	Not less than 20 percent
Maximum impervious area	Shall not exceed 80 percent of total lot area
BULK PLANE	BUFFERYARD AND LANDSCAPING
None.	No bufferyard.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for High Intensity Retail, Office or Housing. The James River Freeway and Kansas Expressway intersection is identified as an Activity Center. In those locations, plans, regulations and public investments should promote additional or new employment, intensified retail business, higher density housing and convenient transit service. Design should emphasize mixed- and multiple-use development, attractive public spaces, and high-quality site planning and architecture. Activity Centers should be linked to the bicycle and linear open space networks

STAFF COMMENTS:

- 1) The applicant is proposing to rezone approximately 1.59 acres of property generally located at 2009 West Kingsley Street from GR, General Retail to R-MD, Medium-density Multi-family Residential District with Conditional Overlay District No. 190. The applicant, Housing Authority of Springfield, intends to develop a Veterans Affairs supportive housing project; due to the proximity to the Gene Taylor Veterans' Outpatient Clinic.
- 2) The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for High Intensity Retail, Office or Housing. This category is sited on the map at locations identified as Activity Centers and is similar to the preceding except that the density and intensity of land development is expected to be greater. Policies call for mixed- and multiple-land uses on any given site in the Activity Centers, with major consideration given to creating attractive pedestrian spaces and streetscapes, shared or public open spaces, and links to the greenways.

- 3) The subject property is located within an Activity Center located at the intersection of the James River Freeway and Kansas Expressway. The *Comprehensive Plan* recommends that Activity Centers be developed with higher density, particularly employment, shopping and multi-family housing that is served by transit, major roads and bicycle routes. Activity Centers are intended as a means of encouraging infill growth, of using infrastructure efficiently, by reducing auto trips and creating diverse, exciting urban locations.
- 4) The R-MD District is intended to accommodate multi-family developments at densities up to approximately twenty-nine (29) dwelling units per acre (the applicant is requesting 28 du/ac or less). According to the Multi-family Development Location and Design Guidelines, the proposed development has attained 12 points, which would allow up to 24 dwelling units per acre. The applicant has requested a density of 28 dwelling units per acre. Staff supports that an additional point be awarded under the "Opportunities and Constraints" section for a physical barrier within a one-half mile of the site, which would allow 25 to 28 dwelling units per acre. Further analysis of the proposed development under the Revised Multi-Family Development Location and Design Guidelines is attached (Attachment 2). The development must be in substantial conformance to the attached site plan (Attachment 5).
- 5) The applicant applied for a variance to the Off-Street Parking Requirements, Section 36-455(7)(a), which will allow front yard off-street parking for a new multi-family residential structure. The Board of Adjustment approved the applicant's request at their meeting on December 1, 2020.
- 6) The application meets the intent of the R-MD district to accommodate multifamily developments at densities up to approximately 29 units per acre and would accommodate typical garden apartment development. This district is intended to serve as a transition between major streets or commercial areas and lower density residential areas. This district is intended for areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods. New single-family dwellings are not permitted to ensure that vacant land set aside for multifamily development is not preempted by less intense development. Certain other structures and uses necessary to serve governmental, educational, religious, recreational, and other needs of neighborhoods are allowed as permitted or conditional uses subject to restrictions intended to preserve and protect the residential character of this district.
- 7) 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.
- 8) The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

All neighborhood meetings have been cancelled due the Mayor's Proclamation of Civil Emergency related to COVID-19. Property owners were mailed a comment card to provide their comments.

PUBLIC NOTIFICATIONS:

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: 5 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with the proposed rezoning

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION COMMENTS:

No objection to rezoning. Tract has access to public sewer.

FIRE DEPARTMENT COMMENTS:

No issues with zoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Kingsley Street as a Local-Commercial roadway. The standard right-of-way width for W. Kingsley Street is 30 feet from the centerline. It appears no additional right-of-way is needed along W. Kingsley Street. A survey is recommended to determine the exact amount of existing right-of-way. W. Kingsley Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for W. Kingsley Street as it is classified as a Local street. Traffic counts on local street are provided by request only. On-street parking is not allowed along W. Kingsley Street.

DRIVEWAY ACCESS

There is one shared driveway access point onto the property from W. Kingsley Street. Access to this property will be allowed based on existing City of Springfield standards for a Local – Commercial.

SIDEWALK

Sidewalk currently exists along the property frontage of W. Kingsley Street.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along W. Kingsley Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study was not required as the existing zoning of GR allows for uses with more trips generated than the requested zoning of R-MD.

TRAFFIC - TABLE 1: REZONING DETAILS

Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
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Street 1	W. Kingsley Street	Local - Commercial	No	30	30
		AM Peak	PM Peak	Weekday	Weekend
	Existing Trips Generated	25.92	108.54	1166.4	
	*Proposed Trips Generated	22.68	27.54	291.6	
	Additional Trips Generated	-3.24	-81	-874.8	

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

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION COMMENTS:

The property is in the Ward Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention is not applicable because detention is already provided. Water quality will be required if disturbing more than one acre. The property is not located in a stream buffer area.

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 1 acre or greater, 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. A land disturbance permit will be required if disturbing 1 acre or greater.

Public Works Stormwater Division	Response
Drainage Basin	Ward Branch
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

MISSOURI DEPARTMENT OF TRANSPORTATION:

No comments.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINE ASSESSMENT ZONING CASE Z-20-2020 & CONDITIONAL OVERLAY DISTRICT NO. 190

The applicant is requesting approval of multi-family apartments on 1.59 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 12 points, which would allow up to 21 to 24 dwelling units per acre. The applicant has requested a density of 28 dwelling units per acre. Staff supports an additional point be awarded under the “Opportunities and Constraints” section for a physical barrier within a one-half mile of the site, which would allow 25 to 28 dwelling units per acre.

A. Land Use Accessibility (3/3 points)

Three points were given for land use accessibility. There is neighborhood retail mix, a supermarket and hospital/medical/dental within a ¼ mile and a park/greenway located within a ½ mile.

B. Connectivity Analysis (2/5 points)

Two out of a maximum of five points were given for connectivity. The proposed development received scores for its proximity to transit routes, roadway and sidewalk connectivity.

C. Road Network Evaluation (1/2 points)

One point was given for the road network evaluation; however, two points would be possible if a driveway access to Kansas Avenue was available.

D. Design Guidelines (6/6 points)

A maximum of six points were given for design guideline criteria. Below are the design considerations that have been incorporated into the proposed development.

1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. Pedestrian-scale lighting shall be provided within the development. Lighting sources or luminaries that have a cutoff shall not exceed a maximum of 30 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted conforming to these requirements for building permits.
2. Building Scale and Articulation - Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall be in compliance with the attached site plan and elevations.
3. Building Orientation and Interior Landscaping – Landscaping and open spaces shown shall be provided with approved ground cover and/or plantings per required city ordinances and zoning requirements. Landscaping islands with plantings shall be located throughout the parking lot. A landscaping plan shall be submitted conforming to these requirements for building permits.
4. Avoidance of Blank Walls along pedestrian circulation areas - Facades that face public streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features: windows, entrances, arcades, arbors, awning (over windows or doors), distributed along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan and elevations
5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system.
6. Useable Recreational Area/Facility – A minimum of 20% usable open space is required.

7. Amenities – The development will have a shared resident kitchenette and outdoor picnic area.
8. Preservation of Trees –All existing trees of 6” caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the attached site plan and the city ordinance.

E. Opportunities and Constraints

1. The Multi-family Development Location and Design Guidelines allows the site assessment to be adjusted based on certain site characteristics and the development proposals. This site is constrained by a physical barrier, James River Freeway to the north, that reduced the assessment points for the development. Staff believes that this barrier contributed to lower assessment points on the Connectivity Analysis and the Road Network Evaluation. Without the Freeway acting as a barrier, the site would have been awarded more points for these categories.

DENSITY: The assessment criteria resulted in a total of 12 points for a maximum density of 24 dwelling units per acre. The applicant has requested a density of 28 dwelling units per acre. Staff supports an additional point be awarded based on the “Opportunities and Constraints” section for a physical barrier within a one-half mile of the site, which would allow 25 to 28 dwelling units per acre.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 3 CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-20-2020 & CONDITIONAL OVERLAY DISTRICT NO. 190

The requirements of *Section 36-383* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The development shall have a maximum density of 28 dwelling units per acre for a total 44 units.
2. The development of the subject property shall be in substantial conformance to the Multi-Family Location and Design Guidelines and the attached site plan (Attachment 5).

SEQUENCE OF CONSTRUCTION

EARTHWORK AND GRADING OPERATIONS SHALL COMMENCE IN THE FOLLOWING SEQUENCE:

- CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCE. LIMIT ALL CONSTRUCTION TRAFFIC INTO AND OUT OF THE SITE TO THIS ENTRANCE.
- INSTALL SILT FENCE AROUND PERIMETER OF ALL AREAS TO BE DISTURBED OR AS SHOWN ON THE DRAWINGS.
- CONSTRUCT DETENTION BASIN(S) AND STORM WATER OUTLET CONTROL STRUCTURE(S) INCLUDING RIP-RAP SURFACES.
- COVER LOW FLOW OUTLETS OF DETENTION STRUCTURE WITH HARDWARE CLOTH, COVER WITH CLEAN GRADED STONE #467 GRADATIONS. COVER OTHER OUTLETS AS DIRECTED BY THE ENGINEER. BASIN OF DETENTION STRUCTURE WILL SERVE AS SEDIMENT BASIN AND REPLACE FILTER STONE AS REQUIRED.
- CLEAN SEDIMENT BASIN(S) PERIODICALLY AND AFTER EVERY RAINFALL EVENT. REMOVE AND REPLACE FILTER STONE AS REQUIRED.
- STRIP TOPSOIL FROM SITE AND STOCKPILE IN APPROVED AREA. SURROUND TOPSOIL STOCKPILE WITH SILT FENCE.
- PERFORM GENERAL SITE GRADING.
- INSTALL TEMPORARY SEED AND MULCH IF GRADING OPERATIONS ARE SUSPENDED FOR 30 DAYS OR MORE.
- WHEN SITE GRADING IS COMPLETE, INSTALL TOPSOIL AS INDICATED. SEED AND MULCH ALL AREAS.
- WHEN ALL CONSTRUCTION IS COMPLETE AND UNIFORM STANDS OF GRASS HAVE BEEN ACCEPTED, REMOVE FILTER STONE AND HARDWARE CLOTH FROM LOW FLOW DETENTION OUTLET.

EARTHWORK

GENERAL PROVISIONS

- SCOPE: FURNISH AND INSTALL/PERFORM ALL GENERAL EXCAVATION, FOOTING EXCAVATION, FILLING, BACKFILLING, STRIPPING OF TOPSOIL, SITE GRADING, AND RELATED ITEMS NECESSARY TO BRING THE SUB-GRADE TO PROPER CONTOUR.
- QUALITY CONTROL: TO ASSURE COMPLIANCE WITH THE FILLING AND BACKFILLING COMPACTION REQUIREMENTS, A SOIL TESTING LABORATORY SHALL BE NOTIFIED BY THE CONTRACTOR TO CHECK COMPACTION WHEN SO INSTRUCTED BY THE OWNER OR HIS AGENT. PROVIDE THE OWNER WITH A COPY OF THE COMPACTION TEST RESULTS.
- A SOIL REPORT WILL BE CONDUCTED AND FURNISHED BY OWNER AND SHALL BE REFERENCED FOR SPECIFIC SITE, SOIL, AND FOUNDATION MODIFICATIONS.

EARTHWORK

MATERIAL AND PERFORMANCE

- FOOTING EXCAVATION: ALL FOOTING EXCAVATION SHALL EXTEND INTO UNDISTURBED VIRGIN SOIL OF 3000 PSF MINIMUM BEARING CAPACITY, TO THE DEPTH OF THE FOOTING SHOWN, OR TO A MINIMUM DEPTH REQUIRED BY LOCAL CODE TO MEET FROST LINE OR OTHER RESTRICTIONS, WHICHEVER IS GREATER. ALL EXCAVATION BELOW THE BOTTOM OF THE FOOTING SHALL BE BACKFILLED WITH 2000 PSI CONCRETE, BUT EXCAVATION SHALL NOT EXCEED 10' WITHOUT THE APPROVAL OF THE ENGINEER. ALL FOUNDATION EXCAVATIONS SHALL BE FREE OF MUD, WATER, AND ALL FOREIGN MATERIAL PRIOR TO POURING, PROVIDE ADEQUATE PROTECTION AGAINST CAVE-IN. EXCAVATION FOR PLUMBING, HEATING, AND ELECTRICAL WORK SHALL BE DONE BY THE TRADES INVOLVED.
- GRADING: THE ENTIRE SITE SHALL BE GRADED TO DRAIN PROPERLY. EXISTING AND FINISH GRADES ARE SHOWN ON THE GRADING PLAN. GRADE AND PROVIDE NECESSARY CUT OR FILL TO BRING THE SUB-GRADE TO THE REQUIRED LEVEL FOR THE BUILDING. ALL FILL MATERIAL AND COMPACTION SHALL BE AS RECOMMENDED IN SOIL ENGINEER'S REPORT. MATERIAL AS SPECIFICALLY APPROVED IN WRITING BY THE ENGINEER. ALL FILL MATERIAL AND COMPACTION SHALL BE CLEAN YELLOW SAND OR OTHER BORROW IN THE EVENT OF CONFLICT BETWEEN GRADES ESTABLISHED ON THE GRADING PLAN SITE AND EXISTING GRADES ON ADJACENT PROPERTIES, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
- FILL MATERIAL: REFER TO SOIL REPORT FOR FILL MATERIAL AND COMPACTION SPECIFICATIONS. FOR EACH TYPE OF BORROW MATERIAL DELIVERED TO THE SITE, ONE (1) OPTIMUM MAXIMUM DENSITY CURVE SHALL BE ESTABLISHED BY AN ACCEPTED LABORATORY. THESE DENSITIES SHALL BE DETERMINED BY ASTM D1557, MODIFIED PROCTOR DENSITY. COMPACTION SHALL BE 95% OF MAXIMUM DENSITY WITH MOISTURE CONTENT WITHIN 3% OF OPTIMUM AND CAPABLE OF SUPPORTING 2000 PSF. FILL MATERIAL TO BE LACED IN 6 TO 8 INCH LIFTS.

ROADS AND WALKS

GENERAL REQUIREMENTS

- SCOPE: FURNISH AND INSTALL ALL CURBS AND GUTTERS, PAVING, MARKING STRIPES, AND SIDEWALKS AS SHOWN ON THE SITE PLAN AND NOTED HEREIN.
 - QUALITY CONTROL:
 - SAMPLING AND TESTING:
 - THE GENERAL CONTRACTOR IS TO EMPLOY AN INDEPENDENT LABORATORY TO CORE THE PARKING LOT ON THE DAY IT IS INSTALLED.
 - THE GENERAL CONTRACTOR IS TO ADVISE THE OWNER OF THE TESTING LABORATORY.
 - THE GENERAL CONTRACTOR SHALL NOTIFY THE TESTING COMPANY OF THE DATE OF THE PAVING, WITH A MINIMUM OF ONE (1) WEEK'S ADVANCE NOTICE.
 - IF REQUESTED BY THE OWNER, FURNISH FOR TEST AND ANALYSIS REPRESENTATIVE SAMPLES OF THE MATERIALS TO BE USED IN THE WORK.
 - SMOOTHNESS: THE SURFACE OF THE COMPLETED WORKS, WHEN TESTED WITH A 10' STRAIGHT EDGE, SHALL NOT CONTAIN IRREGULARITIES IN EXCESS OF 1/4 INCH.
- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES TO EXISTING UTILITIES AND SHALL REPAIR AND/OR REPLACE AT NO ADDITIONAL COST TO OWNER IN THE EVENT OF DAMAGES.

SITE DEMOLITION NOTES

- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES TO EXISTING UTILITIES AND SHALL REPAIR AND/OR REPLACE AT NO ADDITIONAL COST TO OWNER IN THE EVENT OF DAMAGES.



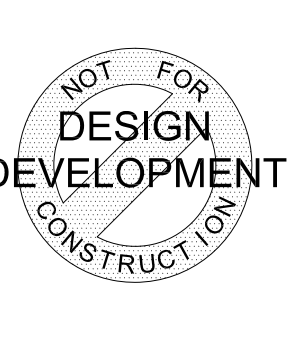
GENERAL SITE NOTES

- CAUTION - CONTACT "ONE-CALL" PRIOR TO ANY EXCAVATION. ALL UTILITIES ARE NOT SHOWN ON THESE PLANS, THEREFORE, IT SHALL BE IN THE CONTRACTORS RESPONSIBILITY TO VISIT THE SITE AND DETERMINE, FOR HIMSELF, THE LOCATION OF ALL UTILITIES AND OTHER OBSTRUCTIONS AND TO BE LIABLE FOR ANY DAMAGE AND REPAIR DUE TO HIS WORK WITHIN THE ARE.
- THE CONTRACTOR WILL KEEP THE SITE NEAT AND SAFE AT ALL TIMES DURING CONSTRUCTION. ACCESS TO AND FROM THE SITE SHALL BE KEPT CLEAR OF NO MUD, DEBRIS, AND WASTE MATERIAL AT ALL TIMES. THE CONTRACTOR SHALL KEEP THE PROJECT AREA FREE FROM LOOSE OR WIND DRIVEN DEBRIS AT ALL TIMES. THE ENTIRE CONSTRUCTION AREA SHALL BE CLEANED EACH EVENING BEFORE LEAVING. THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO OTHER ITEMS IN THE CONTRACT.
- REFER TO THE "SOIL INVESTIGATION" REPORT FOR SOIL COMPACTION REQUIREMENTS, PAVEMENT MIX DESIGN AND THICKNESS, AND/OR ANY OTHER SPECIAL CONSTRUCTION REQUIREMENTS. COORDINATE WITH "OWNER" FOR EXTENT OF TESTING REQUIRED.
- GRADES AND ELEVATIONS SHOWN ON THE PLANS AND/OR PROFILES ARE FINISHED GRADE ELEVATIONS. CONTRACTOR TO DETERMINE THE SUB-GRADE ELEVATION BY SUBTRACTING THE MATERIAL THICKNESS FROM FINISHED GRADE ELEVATION. REFER TO THE "SITE PLAN" FOR MATERIALS, DIMENSIONS, AND THICKNESS OF PAVEMENT, SIDEWALKS, TRASH PADS, ETC.
- ALL DISTURBED AREAS ARE TO BE RE-SEEDD AND MULCHED OR SODDED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF GREENE COUNTY AND /OR THE CITY OF SPRINGFIELD.
- THE CONTRACTOR SHALL INSTALL SILT FENCES, HAY BALES, OR SIMILAR DEVICES (MEETING THE REQUIREMENTS OF "GREENE COUNTY" AND /OR THE CITY OF SPRINGFIELD) PRIOR TO STARTING CONSTRUCTION. PLACEMENTS OF DEVICES ARE SHOWN ON THESE PLANS. ADJUSTMENT OF THE LOCATIONS BY THE CONTRACTOR MAY BE DONE TO MEET EXISTING FIELD CONDITIONS. ALL DEVICES ARE TO BE PLACED WITHIN THE OWNERS PROPERTY OR IN THE EXISTING STREET RIGHT OF WAY.
- REFER TO BUILDING PLANS FOR DETAILS, DIMENSIONS, AND ELEVATIONS OF BUILDINGS, SIDEWALKS, TRASH PADS, TRUCK DOCKS, AND OTHER ITEMS ADJACENT TO THE BUILDING.
- HANDICAP PARKING AREAS TO SLOPE NO GREATER THAN 1" PER 50' OR 2% SLOPE.
- THE SURVEY INFORMATION WAS PROVIDED BY OTHERS. THE ENGINEER CANNOT GUARANTEE THE ACCURACY AND COMPLETENESS OF THE SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING PROPERTY LINES, EXISTING CONDITIONS, AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- CHECK AND VERIFY ALL EXISTING ELEVATIONS, GRADES & DIMENSIONS SHOWN. REPORT ALL DISCREPANCIES TO THE ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION FOR PROPER LOCATION AND INTENT.
- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING SITE WORK.
- CONTRACTOR SHALL FIELD VERIFY WITH ALL UTILITY COMPANIES THE EXACT LOCATIONS AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING WORK.
- CONTRACTOR SHALL TAKE SPECIAL PRECAUTION PLACE TEMPORARY CONSTRUCTION FENCING AROUND ENTIRE CONSTRUCTION AREA PRIOR TO BEGINNING ANY CONSTRUCTION FOR THE ENTIRE LENGTH TO CONSTRUCTION FOR PUBLIC PROTECTION AND LIABILITY ISSUES.
- CONTRACTOR IS REQUIRED TO INSTALL SEDIMENT CONTROL PER C1.3 SEDIMENT AND EROSION CONTROL PLAN AND SHALL PLACE ADDITIONAL SEDIMENT CONTROL AS NEEDED IN THE EVENT SEDIMENT AND/OR CONSTRUCTION DEBRIS IS NOTICED TRAVELING INTO STREETS AND/OR NEIGHBORING PROPERTIES.
- CONTRACTOR SHALL PROTECT ANY STORM INLETS FROM SEDIMENT THAT TAKE STORM WATER FROM THE AREA OF CONSTRUCTION.

ATTACHMENT 4

PARKING SCHEDULE

- 4 STORY OPTION
45 UNITS x 1.5 SPACES PER UNIT = 67.5 PARKING SPACES
68 PARKING SPACES REQUIRED
- 4 VAN ACCESSIBLE HANDICAP SPACES PROVIDED
8 HANDICAP ACCESSIBLE SPACES PROVIDED
10 BICYCLE PROVIDED = 5 PARKING SPACES
47 STANDARD PARKING SPACES PROVIDED
69 TOTAL SPACES PROVIDED

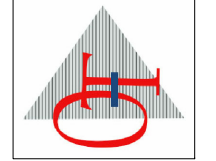


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MO # A6787
OKE-THOMAS + ASSOCIATES, INC.
MISSOURI STATE CERTIFICATION
OF AUTHORITY #2012038394

REVISIONS

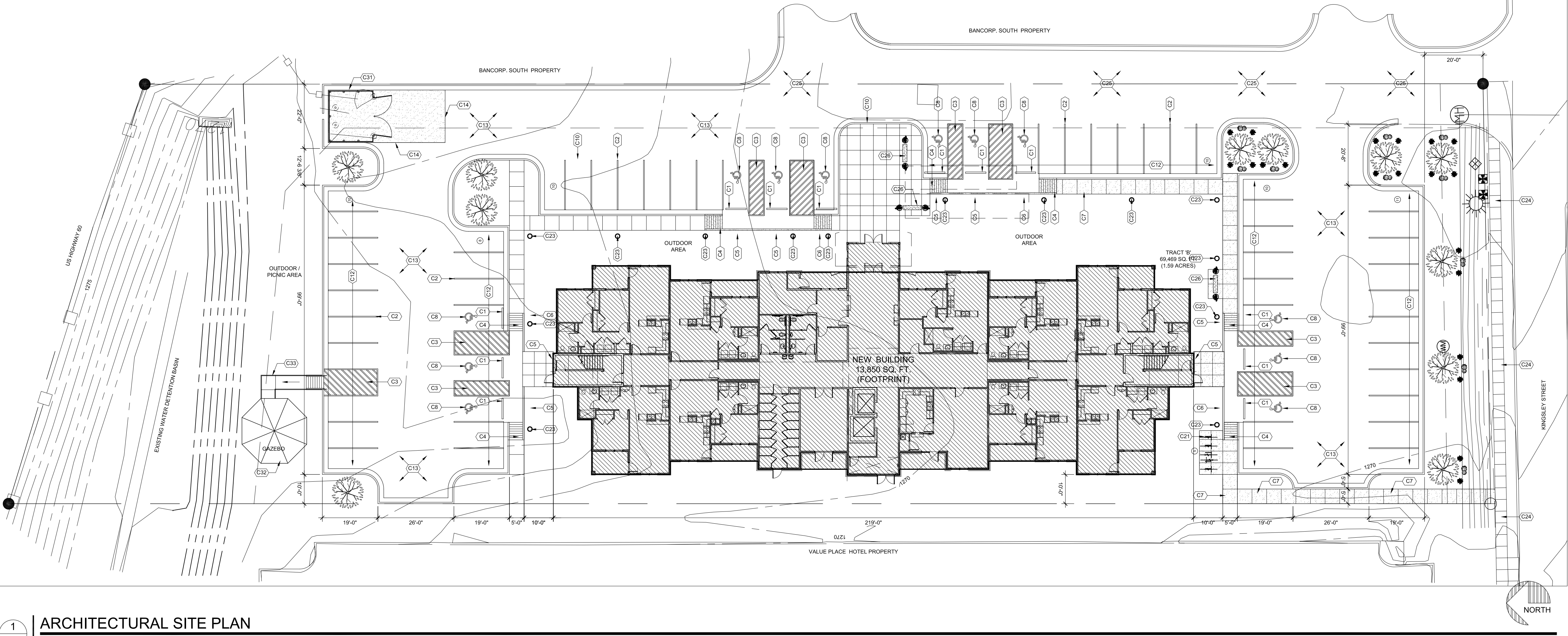
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DD PACKAGE	12-4-2020
CD PACKAGE	

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ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1972 EAST CHESTNUT EXPRESSWAY
SPRINGFIELD, MO 65802
TELEPHONE: (417) 863-6262
FAX: (417) 863-9222



SITE PLAN KEYNOTES

- INSTALL CONCRETE WHEEL STOP. SEE DETAIL 3/C1.1
- PAINT 4" WIDE PARKING LOT STRIPING (WHITE)
- PAINT 4" WIDE STRIPES @ 24" O.C., 45° ANGLE, WITH 4" WIDE PERIMETER STRIPE (WHITE)
- CONSTRUCT HANDICAP RAMP. SEE DETAIL 2/C1.1
- SUPPLY AND INSTALL HANDICAP SIGN W/ POST. SEE DETAIL 12/C1.1
- SUPPLY AND INSTALL "VAN ACCESSIBLE" HANDICAP SIGN W/ POST. SEE DETAIL 13/C1.1
- CONSTRUCT 4" THICK x 5'-0" WIDE CONCRETE SIDEWALK
- PAINT HANDICAP SYMBOL. SEE DETAIL 1/C2.0
- 4" FIRE LANE STRIPE. PAINT STRIPE RED WITH WHITE LETTERING - "FIRE LANE - NO PARKING"
- FIRE LANE. PAINT CURB RED WITH WHITE LETTERING - "FIRE LANE - NO PARKING"
- BUILDING SETBACK LINE
- MEDIUM DUTY ASPHALT PAVING FOR ALL PARKING SPACES. SEE DETAIL 4/C2.0
- HEAVY DUTY ASPHALT PAVING FOR ALL DRIVE LANES. SEE DETAIL 1/C1.1
- TRANSITION LINE BETWEEN HEAVY DUTY ASPHALT PAVING AND CONCRETE TRASH PAD LANDING
- 4" SANITARY SEWER TO NEW SEWER AT EASEMENT
- 2" WATER SERVICE LINE. EXTEND AND CONNECT TO CITY MAIN WATER LINE ON DIVISION STREET. CONTRACTOR TO FIELD VERIFY LOCATION. CONTRACTOR TO COORDINATE WITH CITY UTILITIES.
- 1-1/2" GAS SERVICE. SEE MECHANICAL DRAWINGS
- 6" FIRE SERVICE LINE. COORDINATE WITH THE SPRINGFIELD FIRE DEPARTMENT ON 6" FIRE SERVICE TO BE EXTENDED TO THE BUILDING
- WATER METER
- NEW 6'-0" WOOD FENCE. SEE DETAIL //C1.1
- (5) NEW "U" SHAPED BIKE RACKS EQUAL TO ULINE MODEL
- CONSTRUCT 4" THICK CONCRETE PAD OVER 4" COMPACTED GRAVEL BASE
- 42" LIGHTED ALUMINUM BOLLARD EQUAL TO.....
- EXISTING SIDEWALK TO REMAIN
- REPLACE THE EXISTING ASPHALT PAVING AFTER CONSTRUCTION IS NEARING COMPLETION
- PRECAST CONCRETE BENCH
- 25'-0" FLAG POLE AND BASE. SEE DETAIL 4/C201
- 30'-0" FLAG POLE AND BASE. SEE DETAIL 4/C201
- CONTROL JOINTS (TYPICAL)
- ISOLATION JOINTS (TYPICAL)
- CONSTRUCT WOOD FENCE ENCLOSURE FOR TRASH DUMPSTER. SEE DETAIL 1/C1.2
- WOOD FRAMED GAZEBO WITH ASPHALT SHINGLE ROOFING SHALL BE HANDICAP ACCESSIBLE
- CONCRETE RAMP SHALL BE NO GREATER THAN 1:12 PITCH. PROVIDE 1-1/2" ALUMINUM HANDRAILS



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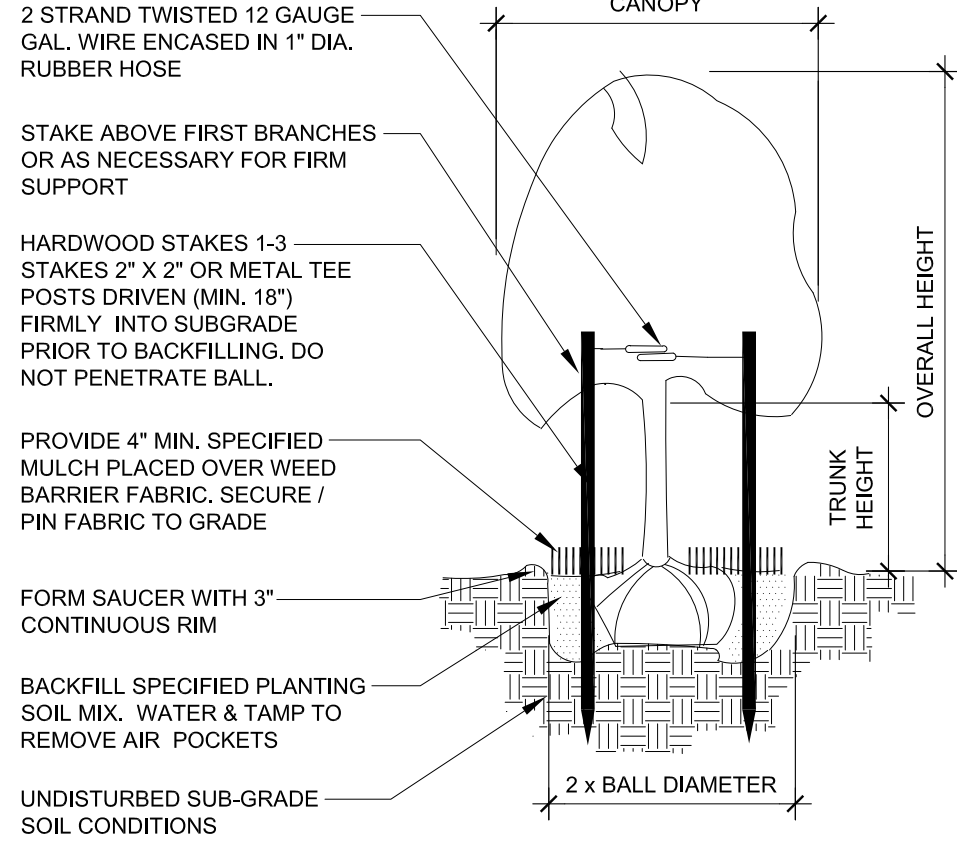
DATE
DECEMBER 4, 2020

COMM. NO.
2019-///

SHEET NO.
C1.1



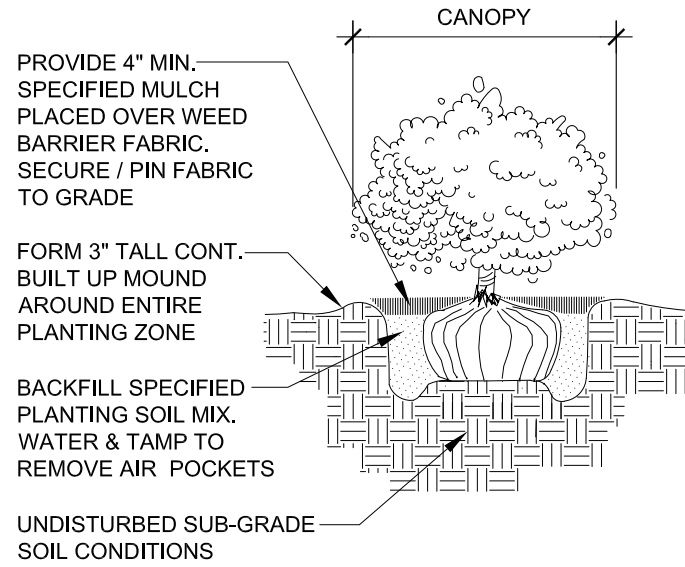
NOTE:
PLANT SO THAT TOP OF ROOT BALL
IS EVEN WITH THE FINISHED GRADE.



4 TREE PLANTING DETAIL

3/8"=1'-0"

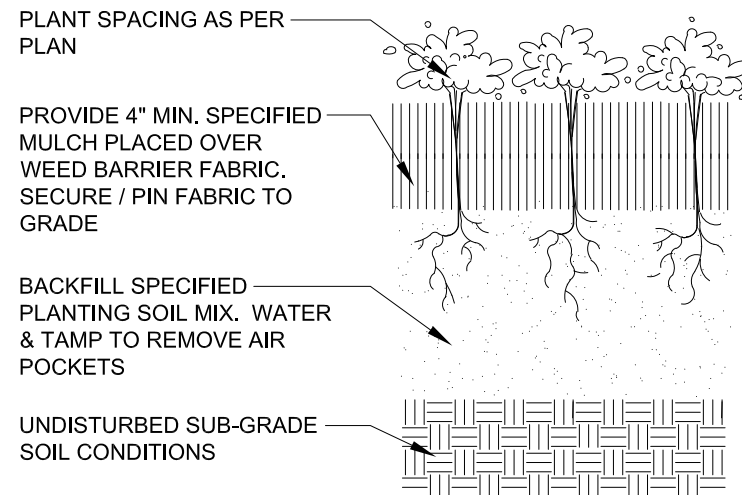
NOTE:
PLANT SO THAT TOP OF ROOT BALL
IS EVEN WITH THE FINISHED GRADE.



3 SHRUB PLANTING DETAIL

3/8"=1'-0"

NOTE:
PLANT SO THAT TOP OF ROOT BALL
IS EVEN WITH THE FINISHED GRADE.



2 GROUND COVER PLANTING DETAIL

3/8"=1'-0"

LANDSCAPING SCHEDULE

SCIENTIFIC NAME:	COMMON NAME:	SIZE:	QUANTITY:
(S1) COTINUS COGGYRIA	SMOKE TREE	(18"-24", #5)	QUANTITY 06
(S2) LAGERSTROEMIA INDICA	CRAPE MYRTLE	(18"-24", #5)	QUANTITY 04
(S3) VIBURNUM OPULUS "STERILE"	SNOW BALL BUSH	(18"-24", #5)	QUANTITY 05
(S4) EUONYMUS ALATUS	BURNING BUSH	(18"-24", #5)	QUANTITY 05
(S5) FORSYTHIA INTERMEDIA	SHOWY FORSYTHIA	(18"-24", #5)	QUANTITY 10
(S6) DENSIFORMIS YEW		(18"-24", #5)	QUANTITY 10
(S7) COMPACT NANDINA		(18"-24", #5)	QUANTITY 10
(S8) CHINA BOY HOLLY		(18"-24", #5)	QUANTITY 10
(S9) CHINA GIRL HOLLY		(18"-24", #5)	QUANTITY 10
(S10) DIANA'S SHRUBALTHEA		(18"-24", #5)	QUANTITY 10

SCIENTIFIC NAME:	COMMON NAME:	SIZE:	QUANTITY:
(T1) FRAXINUS AMERICANA	WHITE ASH	4'-6", 3" CAL.	QUANTITY 40
(T2) QUERCUS ALBA	WHITE OAK	4'-6", 3" CAL.	QUANTITY 40

SCIENTIFIC NAME:	COMMON NAME:	SIZE:	QUANTITY:
(T3) PYRUS CALLERYANA	BRADFORD PEAR	4'-6", 3" CAL.	QUANTITY 40
(T4) CERCIS CANADENSIS	RED BUD - EASTERN	4'-6", 3" CAL.	QUANTITY 40
(T5) KOUSA DOGWOOD	4'-6", 3" CAL., B&B	4'-6", 3" CAL.	QUANTITY 05
(T6) AUTUMN PURPLE ASH	8'-10", 3" CAL., B&B	4'-6", 3" CAL.	QUANTITY 06

SCIENTIFIC NAME:	COMMON NAME:	SIZE:	QUANTITY:
(T7) JUNIPERUS VIRGINIANA	RED CEDAR - EASTERN	4'-6", 3" CAL.	QUANTITY 40
TOTAL QUANTITY OF PLANTS = 184			

PLANTING AND SEEDING PLAN NOTES

- A MINIMUM DEPTH OF 4" OF TOPSOIL (PRIOR TO COMPACTING) SHALL BE SPREAD OVER AREAS TO BE SEEDDED.
- AFTER TOPSOIL IS SPREAD, LIME SHALL BE SPREAD AT THE RATE OF 800-900 POUNDS EFFECTIVE NEUTRALIZING MATERIAL (ENM) PER ACRE.
- FERTILIZER SHALL BE SPREAD AT THE RATE OF 400-500 POUNDS PER ACRE, AND SHALL BE 13 - 13 - 13 NITROGEN, PHOSPHORUS, AND POTASSIUM.
- SEED MIX SHALL CONSIST OF 60 - 80% KENTUCKY 31 TALL FESCUE AND 20 - 40% ANNUAL RYEGRASS (GERMINATION SHALL BE AT LEAST 80%). SEED MIX SHALL BE SPREAD AT THE RATE OF 400-500 POUNDS PER ACRE.
- ALL AREAS TO BE SEEDDED HAVING SLOPES LESS THAN 4:1 SHALL BE MULCHED WITH CEREAL GRAIN MULCH THE RATE OF 100 POUNDS PER 1000 SQUARE FEET (4500 POUNDS PER ACRE). CEREAL GRAIN MULCH SHALL MEET THE REQUIREMENTS OF SECTION 802 OF THE STATE SPECIFICATIONS SHALL BE USED. TYPE 3 MULCH SHALL BE APPLIED AT THE RATE OF 2000 POUNDS PER ACRE.
- WHERE SLOPES ARE 4:1 OR GREATER TYPE 3 MULCH ("HYDRO-MULCH") MEETING THE REQUIREMENTS OF SECTION 802 OF THE STATE SPECIFICATIONS SHALL BE USED. TYPE 3 MULCH SHALL BE APPLIED AT THE RATE OF 2000 POUNDS PER ACRE.
- PERMANENT SEEDING SEASON RUNS FROM MARCH 1ST TO JUNE 1ST AND AUGUST 15TH TO NOVEMBER 1ST. SEEDING AND MULCHING MUST BE DONE WHENEVER WORK IS COMPLETE REGARDLESS OF THE SEASON. WHENEVER SEEDING AND MULCH IS INSTALLED OUTSIDE OF THE PERMANENT SEEDING SEASON THE CONTRACTOR WILL BE RESPONSIBLE FOR REPLANTING AND MULCHING ANY AREAS WHERE GROWTH HAS NOT BECOME ESTABLISHED DURING THE NEXT PERMANENT SEEDING SEASON.
- ALL AREAS MUST BE MAINTAINED BY THE CONTRACTOR UNTIL VEGETATION IS FIRMLY ESTABLISHED. VEGETATION WILL BE CONSIDERED FIRMLY ESTABLISHED WHEN IT HAS SURVIVED FROM THE PERMANENT SEEDING SEASON IN WHICH IT IS PLACED. TO THE NEXT PERMANENT SEEDING SEASON, AND GROWTH HAS BEEN ESTABLISHED ON ALL ERODED AREAS WHICH HAVE BEEN NOTED FOR REPAIR.
- TEMPORARY SEEDING SHALL BE AT THE SAME RATES FOR SEED, MULCH AND FERTILIZER DESIGNATED ABOVE. TOPSOIL SPREADING IS NOT REQUIRED IN AREAS DESIGNATED TO RECEIVE TEMPORARY SEEDING ONLY.

LANDSCAPE NOTES:

GENERAL PROVISIONS

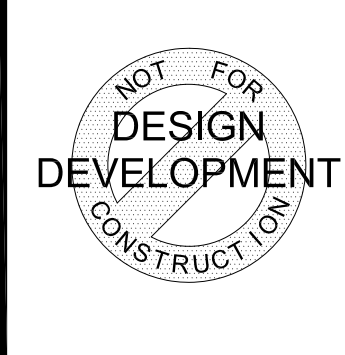
- SCOPE: FURNISH AND INSTALL TOPSOIL TO PROPER CONTOUR FOR ALL AREAS NOTED ON THE SITE PLAN TO BE LANDSCAPED.
- NOTES:
 - PLANTING MATERIALS AND INSTALLATION SHALL BE PROVIDED AND INSTALLED BY THE GENERAL CONTRACTOR.
 - COORDINATE THE TIMING OF THE PLACEMENT OF TOPSOIL WITH THE ARCHITECT IN ORDER TO PREVENT EROSION OF TOPSOIL.
 - ALL PLANTS AROUND BUILDING SHALL BE SET IN A BED OF MULCH. MULCH SHALL BE RED CEDAR MULCH. MULCH TO EXTEND 6 (SIX) FEET AWAY FROM BUILDING. CONTRACTOR TO INSTALL METAL EDGING AT EACH CHANGE IN GROUND COVER.

MATERIALS

- TOPSOIL: 5" MINIMUM TOPSOIL. PERFORMANCE THE TOPSOIL FILL SHALL BE PLACED AFTER THE COMPLETION OF ALL FOUNDATION AND SITE UTILITY WORK WHEN CONSTRUCTION IS NEARING COMPLETION. MAKE SMOOTH IN PREPARATION OF PLANT MATERIAL INSTALLATION, AND REMOVE ALL LUMPS AND TRASH. TOPSOIL SHALL BE BACKFILLED TO ALL PERIMETER CURBS, AND TO ANY PAVING. TOPSOIL SHALL BE PLACED IN THE OUTSIDE PLANTER.
- TURF: HYDRO-SEED ALL DISTURBED AREAS EXCEPT PLANTING BEDS. SOD BETWEEN SIDEWALK AND AREA OF MULCH.

EXISTING TREES

- TREE MARKED SHALL BE REMOVED BY GENERAL CONTRACTOR.
- ALL OTHER TREES SHALL REMAIN.
- ALL GRADING WORK (ROUGH & FINISH) SHALL BE AT A MINIMUM OF 10'-0" DIAMETER AWAY FROM EXISTING TREE WELL AND OR DRIP EDGE OF CANOPY.

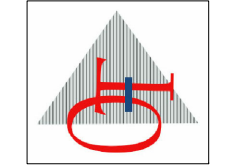


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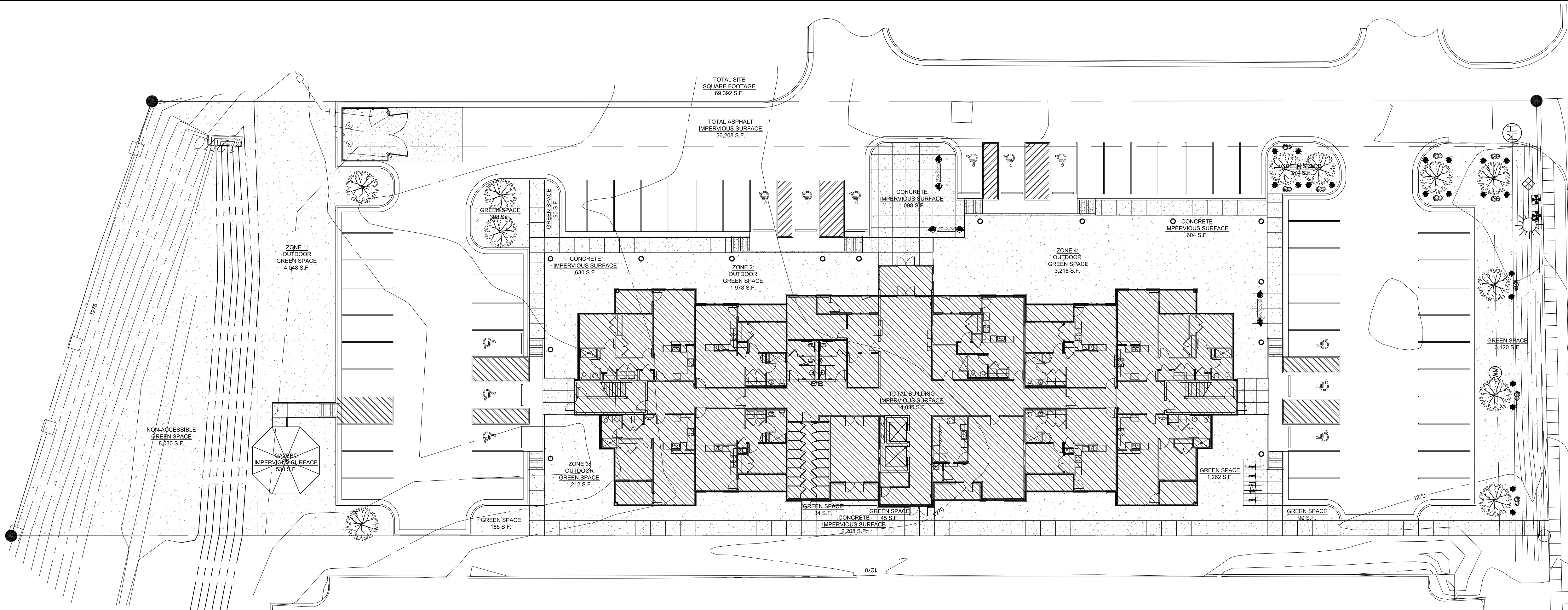
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GREEN ZONE SCHEDULE

- 4,048 S.F. - GREEN ZONE 1
- 1,978 S.F. - GREEN ZONE 2
- 1,212 S.F. - GREEN ZONE 3
- 3,218 S.F. - GREEN ZONE 4
- 10,456 S.F. = TOTAL GREEN ZONE SPACE

GREEN ZONE PERCENTAGE

- 10,456 S.F. = TOTAL GREEN ZONE SPACE
- DIVIDED BY
- 69,392 S.F. - TOTAL SITE SQUARE FOOTAGE
- EQUALS = 15.1%

GREEN SPACE SCHEDULE

- 3,120 S.F. GREEN SPACE
- 374 S.F. GREEN SPACE
- 90 S.F. GREEN SPACE
- 1,262 S.F. GREEN SPACE
- 45 S.F. GREEN SPACE
- 34 S.F. GREEN SPACE
- 185 S.F. GREEN SPACE
- 90 S.F. GREEN SPACE
- 398 S.F. GREEN SPACE
- 8,030 S.F. NON-ACCESSIBLE GREEN SPACE
- 13,628 S.F. = TOTAL GREEN SPACE

IMPERVIOUS SURFACE CALCULATION

- 14,030 S.F. TOTAL BUILDING IMPERVIOUS SURFACE
- 26,208 S.F. TOTAL ASPHALT IMPERVIOUS SURFACE
- 630 S.F. CONCRETE IMPERVIOUS SURFACE
- 2,208 S.F. CONCRETE IMPERVIOUS SURFACE
- 1,098 S.F. CONCRETE IMPERVIOUS SURFACE
- 604 S.F. CONCRETE IMPERVIOUS SURFACE
- 530 S.F. GAZEBO IMPERVIOUS SURFACE
- 45,308 S.F. - TOTAL IMPERVIOUS SQUARE FOOTAGE

TOTAL SITE CALCULATION

- 10,456 S.F. = TOTAL GREEN ZONE SPACE
- 13,628 S.F. = TOTAL GREEN SPACE
- 45,308 S.F. - TOTAL IMPERVIOUS SQUARE FOOTAGE
- 69,392 S.F. - TOTAL SITE SQUARE FOOTAGE

1 PLANTING DISTRIBUTION PLAN

3/8"=1'-0"



VASH BUILDING

Oke-Thomas Architects

One-rdg. _____
P. Hrngs. _____
Pgs. 31
Filed: 01-05-21

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 - 007

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 1.86 acres
3 generally located at 1610 North Broadway Avenue and 1701 North Irving
4 Avenue from HC, Highway Commercial to Planned Development No. 376;
5 and adopting an updated Official Zoning Map. (Staff and Planning and
6 Zoning Commission both recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 1610 North Broadway Avenue and 1701 North Irving Avenue, and
11 more fully described in "Exhibit A," which is attached hereto and incorporated herein by
12 this reference, from HC, Highway Commercial to Planned Development No. 376; and
13

14 WHEREAS, following proper notice, a public hearing was held before the
15 Planning and Zoning Commission on May 7, 2020, a copy of the Record of Proceedings
16 from said public hearing being attached hereto and incorporated herein by this
17 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 property described in "Exhibit A," which is attached hereto and
30 incorporated herein by this reference, is hereby rezoned from HC, Highway
31 Commercial, or such other zoning district as is designated on the official zoning map
32 adopted by City Council, to Planned Development No. 376. Springfield Land
33 Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is

hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – The property described in “Exhibit A” of this Ordinance shall be subject to the requirements and standards included in “Exhibit 1,” which is attached to and a part of “Exhibit C” and is incorporated herein by this reference; and these requirements and standards shall govern and control the use and development of the land in Planned Development No. 376.

Section 3 – City Council hereby directs the City Manager, or 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 Springfield Land Development Code, Section 36-306, ‘Official zoning maps and rules of interpretation.’

Section 4 – 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 5 – 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: Kyle T. [Signature], Assistant City Attorney

Approved for Council action: Jason A. [Signature], City Manager

EXPLANATION TO COUNCIL BILL 2021 – 007

FILED: 01-05-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.86 acres of property generally located at 1610 North Broadway Avenue and 1701 North Irving Avenue from HC, Highway Commercial to Planned Development No. 376. (Planning and Zoning Commission and Staff recommend approval).

BACKGROUND INFORMATION:

PLANNED DEVELOPMENT DISTRICT NO. 376

The applicant is proposing to rezone approximately 1.86 acres of property generally located at 1610 North Broadway Avenue and 1701 North Irving Avenue from HC, Highway Commercial to Planned Development No. 376. The applicant, Springfield Victory Mission, intends to redevelop their existing site with a multi-story building on the northern half of the subject property and duplex housing located on the southern half of the property.

The applicant states that their current building is an outdated and obsolete former nursing home currently used as an overnight and transitional service shelter and a new, modern facility is needed in order to better serve the community.

The applicant's facility and services have been operating in this location since 2001. When the use was permitted in 2001 the HC District allowed overnight and transitional service shelters provided that the facility was not located within a two thousand (2000) foot radius of another similar use, soup kitchen or emergency shelter. Subsequently, the *Zoning Ordinance* has been amended to place additional separation requirements on overnight and transitional service shelters. In June 2013, City Council approved General Ordinance 6058 which required a Conditional Use Permit if an overnight or transitional service shelter located within five hundred (500) feet of a residential district and stipulated that, "In no event shall a certificate of occupancy be issued for a transitional service shelter herein if it is less than 1,000 feet from an elementary or secondary school as measured from property lines." The subject property is located within 700 feet from Weaver Elementary. Because of the 2013 amendment, the Victory Mission facility is now considered a non-conforming use.

As a non-conforming use, Victory Mission's facility cannot be remodeled or enlarged under *Section 36-457, Nonconformities*. A rezoning is required for Victory Mission's development of the property.

REMARKS:

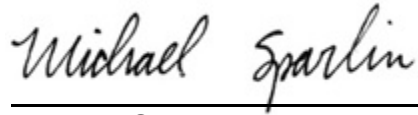
The Planning and Zoning Commission held a public hearing on December 17, 2020, and recommended to approve the proposed Planned Development No. 376, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant's facility and services have been operating in this location since 2001. When the use was permitted in 2001 the HC District allowed overnight and transitional service shelters provided that the facility was not located within a two thousand (2000) foot radius of another similar use, soup kitchen or emergency shelter. Subsequently, the *Zoning Ordinance* has been amended to place additional separation requirements on overnight and transitional service shelters. In June 2013, City Council approved General Ordinance 6058 which required a Conditional Use Permit if an overnight or transitional service shelter located within five hundred (500) feet of a residential district and stipulated that "In no event shall a certificate of occupancy be issued for a transitional service shelter herein if it is less than 1,000 feet from an elementary or secondary school as measured from property lines." The subject property is located within 700 feet from Weaver Elementary. Because of the 2013 amendment, the Victory Mission facility is now considered a non-conforming use.
2. As a non-conforming use, Victory Mission's facility cannot be remodeled or enlarged under *Section 36-457, Nonconformities*. A rezoning is required for Victory Mission's development of the property.
3. The applicant states that their current building is an outdated and obsolete former nursing home currently used as an overnight and transitional service shelter and a new, modern facility is needed in order to better serve the community.
4. The proposed Planned Development will allow for a more compatible arrangement of uses adjacent to residential uses to the east. The redevelopment of the site will allow for a multi-story building located on the northern portion the subject property toward Commercial Street, the highest classified street. The existing facility is currently located on the southern portion closer to more residential uses. The southern portion of the property is proposed to have six (6) residential units that are more compatible with existing residential uses. The density for the residential units is limited at eleven (11) dwelling units per acre.

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 comments

PLANNED DEVELOPMENT 376 EXHIBITS:

Exhibit 1, Planned Development Ordinance Text

Exhibit 2, Preliminary Development Site Plan

Exhibit A

**LEGAL DESCRIPTION
PLANNED DEVELOPMENT 376**

A TRACT OF LAND AS BEING THE SOUTH HALF OF LOT 52, ALL OF LOTS 53 THRU 57 OF INWOOD PARK ADDITION, PLAT BOOK B, PAGE 105 AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2006, PAGE 021383-06 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 57, INWOOD PARK ADDITION, SAID POINT ALSO LYING AT THE NORTHEAST CORNER OF LOCUST STREET AND BROADWAY AVENUE; THENCE ALONG THE EAST RIGHT-OF-WAY OF BROADWAY AVENUE, NORTH 02°35'35" EAST, 355.00 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY, SOUTH 87°19'10" EAST, 179.52 FEET TO A POINT LYING ON THE WEST RIGHT-OF-WAY OF IRVING AVENUE; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 02°41'35" WEST, 355.00 FEET TO THE SOUTHEAST CORNER OF LOT 57 SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY OF LOCUST STREET; THENCE LEAVING SAID WEST RIGHT-OF-WAY AND ALONG SAID NORTH RIGHT-OF-WAY, NORTH 87°19'10" WEST, 178.90 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. CONTAINING 1.46 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

AND

A TRACT OF LAND AS LYING IN LOTS 49 THRU 51 AND THE NORTH HALF OF LOT 52 OF INWOOD PARK ADDITION, PLAT BOOK B, PAGE 105 AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 1516, PAGE 2215 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 57, INWOOD PARK ADDITION, SAID POINT ALSO LYING AT THE NORTHEAST CORNER OF LOCUST STREET AND BROADWAY AVENUE; THENCE ALONG THE EAST RIGHT-OF-WAY OF BROADWAY AVENUE, NORTH 02°35'35" EAST, 355.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY, NORTH 02°37'47" EAST, 34.38 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY OF COMMERCIAL STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES, NORTH 54°58'33" EAST, 18.37 FEET; THENCE SOUTH 87°43'14" EAST, 44.64 FEET; THENCE NORTH 03°02'37" EAST, 34.23 FEET; THENCE NORTH 54°47'14" EAST, 19.35 FEET; THENCE 122.96 FEET ALONG A 433.86 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 61°34'00" EAST FOR A DISTANCE OF 122.55 FEET TO A POINT LYING ON THE WEST RIGHT-OF-WAY OF IRVING AVENUE; THENCE LEAVING SAID SOUTHERLY

RIGHT-OF-WAY AND ALONG SAID WEST RIGHT-OF-WAY, SOUTH 02°41'35" WEST, 155.37 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY, NORTH 87°19'10" WEST, 179.52 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. CONTAINING 0.40 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

Exhibit B

RECORD OF PROCEEDINGS PLANNED DEVELOPMENT 376 Planning and Zoning Commission – December 17, 2020

Planned Development 376
1610 North Broadway Avenue

Applicant: Springfield Victory Mission Inc.

Mr. Hosmer stated that this is a request to rezone approximately 1.86 acres of property generally located at 1610 North Broadway Avenue and 1701 North Irving Avenue from HC, Highway Commercial to Planned Development No. 376. The Comprehensive Plan designates this property as appropriate for Medium Intensity Retail, Office or Housing. The Mission facility and services have been operating at this location since 2001 which were allowed in HC District. In June 2013, City Council approved an ordinance to require overnight or transitional service shelters be 500 feet from a residential district and 1,000 feet from an elementary or secondary school. Victory Mission's facility is now considered a non-conforming use, which cannot be remodeled or enlarged. A Planned Development is required for Victory Mission's redevelopment of the site. The applicant's current building is a former nursing home that is outdated and obsolete and in order to better serve the community a new, modern facility is needed. The proposed PD will not change the intensity, or the type of services provided. The Transportation Plan classifies Broadway and Commercial Street as Collector roadways and Locust and Irving as Local-Residential roadways. A Traffic Impact Study is not required. The property is not in a FEMA floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention is not an option. The proposed PD will locate the multi-story building towards Commercial Street (transitional service shelter). The southern portion of the property will have six residential units in order to be more compatible with existing residential units in the area. The density for the residential units is limited at eleven (11) dwelling units per acre. The proposed PD provides a stricter structure height limitation than the existing HC zoning. All structures shall remain below a forty-five (45) degree bulk plane as measured from the boundary of any adjacent residential district. The maximum height shall be limited to 35 feet but can increase one additional foot for every two additional feet of side setbacks provided (maximum of 75 feet). The PD proposes a 10-foot bufferyard along the south and east property line with plantings per 100 foot. Staff recommends approval.

Ms. Cox asked for clarification if overnight or transitional.

Mr. Hosmer stated that they have been an overnight and transitional operation since 2001.

Ms. Ogilvy asked how many people will be accommodated.

Mr. Hosmer noted that the applicant can answer that question but should not be more intensive.

Mr. Doennig opened the public hearing.

Mr. Jason Hynson, Executive Director at Victory Mission and will be shifting focus on 3 areas: relief, rehab, and development. The people that are using this facility are generally working and trying to get their lives on track. We are combining the Broadway and Boonville facilities that included 26 working staff and added security cameras and walk-about patrols.

Ms. Ogilvy asked if more than just an overnight shelter/transition.

Mr. Hynson stated that around 50 beds are for overnight and the other beds will have a base fee for approximately 30 days.

Mr. Coltrin asked how many stories the building have.

Mr. Hosmer noted that it will be 2 stories.

Ms. Cox asked about the relocation plans for the people that are currently being housed.

Mr. Jared Davis, representative stated that the uses are not increasing, and they are 800' from Weaver Elementary school and have noted all of the negative comments and here to answer any questions. He also noted that they are keeping parts of the facilities operational as they move people around for housing.

Mr. Steve Sexton, 2324 N. Lyon, stated that the project is doing great work and these programs are what are needed to rehab people and help Springfield.

Paul Davis, citizen stated that the Victory Mission has helped in many ways and he is a good example of someone who lost everything and through their program was able to get the help needed and now has a job.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Ms. Cox motioned to **approve** item Planned Development 376 (1610 North Broadway Avenue). Mr. Thomas seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Cox, and Jobe, Thomas and Shuler. Nays: None. Abstain: None. Absent: Broekhoven and Rose.



Bob Hosmer, AICP
Planning Manager

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING: CITY COUNCIL PUBLIC HEARING:

DECEMBER 17, 2020

January 11, 2021

CASE: Planned Development 376

ACRES: Approximately 1.86 acres

LOCATION: 1610 North Broadway Avenue
and 1701 North Irving Avenue

EXISTING LAND USE: Overnight and
transitional service shelter

APPLICANT: Springfield Victory Mission Inc.

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

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION: Move to approve as
submitted in the staff report. Required vote
is a majority of those present (5 members are
a quorum).



SUMMARY OF REQUEST:

Request to rezone approximately 1.86 acres of property generally located at 1610 North Broadway Avenue and 1701 North Irving Avenue from HC, Highway Commercial to Planned Development No. 376.

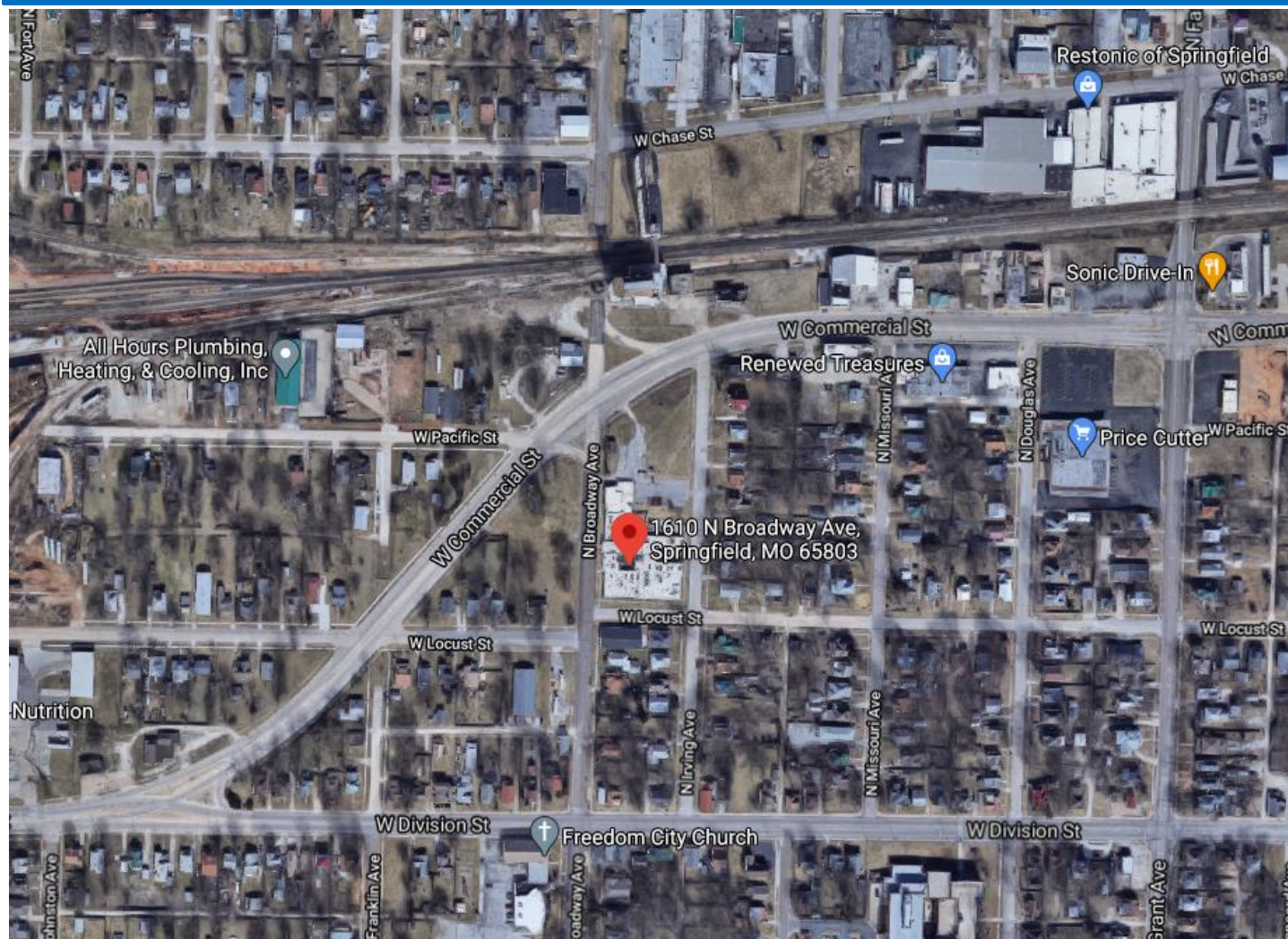
FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant's facility and services have been operating in this location since 2001. The use was permitted in 2001 because the HC District allowed overnight and transitional service shelters provided that the facility not be located within a two thousand (2000) foot radius of another similar use, soup kitchen or emergency shelter. Subsequently, the *Zoning Ordinance* has been amended to place additional separation requirements on overnight and transitional service shelters. In June 2013, City Council approved General Ordinance No. 6058 which required a Conditional Use Permit if an overnight or transitional service shelter located within five hundred (500) feet of a residential district and stipulated that "In no event shall a certificate of occupancy be issued for a transitional service shelter herein if it is less than 1,000 feet from an elementary or secondary school as measured from property lines." The subject property is located within 700 feet from Weaver Elementary. Because of the 2013 amendment, the Victory Mission facility is now considered a non-conforming use.
2. As a non-conforming use, Victory Mission's facility cannot be remodeled or enlarged under *Section 36-457, Nonconformities*. A rezoning is required for Victory Mission's development of the property.
3. The applicant states that their current building is outdated and obsolete as a former nursing home and in order to better serve the community a new, modern facility is needed.
4. The proposed Planned Development will allow for a more compatible arrangement of uses adjacent to residential uses to the east. The redevelopment of the site will allow for a multi-story building located on the northern portion the subject property toward Commercial Street, the highest classified street. The existing facility is currently located on the southern portion closer to more residential uses. The southern portion of the property is proposed to have six (6) residential units that are more compatible with existing residential uses. The density for the residential units is limited at eleven (11) dwelling units per acre.

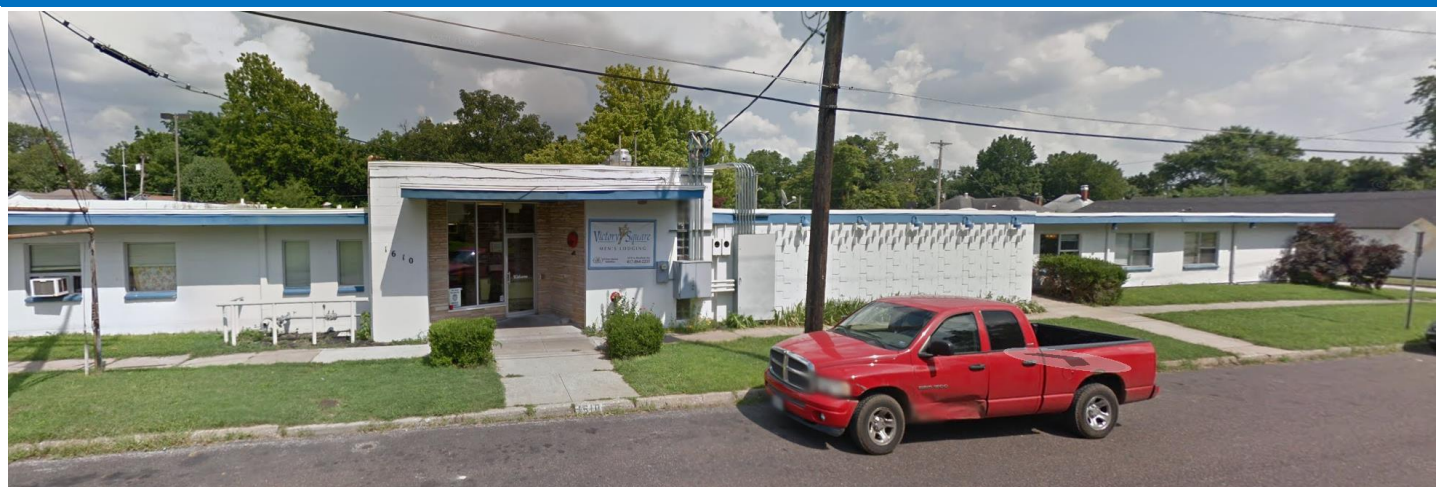
-
5. This application will allow the applicant, Victory Mission, to redevelop the subject property and continue their services that they have provided at this location since 2001. The applicant currently has the proposed uses on-site and are not proposing to change the intensity or scope of the services provided. The applicant will maintain the same capacity for the overnight shelter which will be limited to 50 beds and the transitional service shelter limited to 110 beds.

SURROUNDING ZONING AND LAND USES:				
	NORTH	SOUTH	EAST	WEST
ZONING	HM	HC	HC, R-MD	HC
LAND USE	Industrial uses	Warehouse, Single-family residence	Commercial Structure, Residential uses	Undeveloped land, Single-family residence

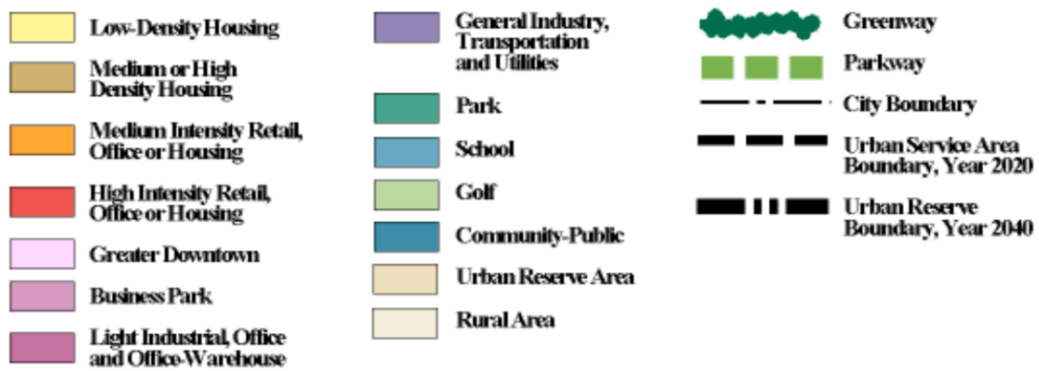
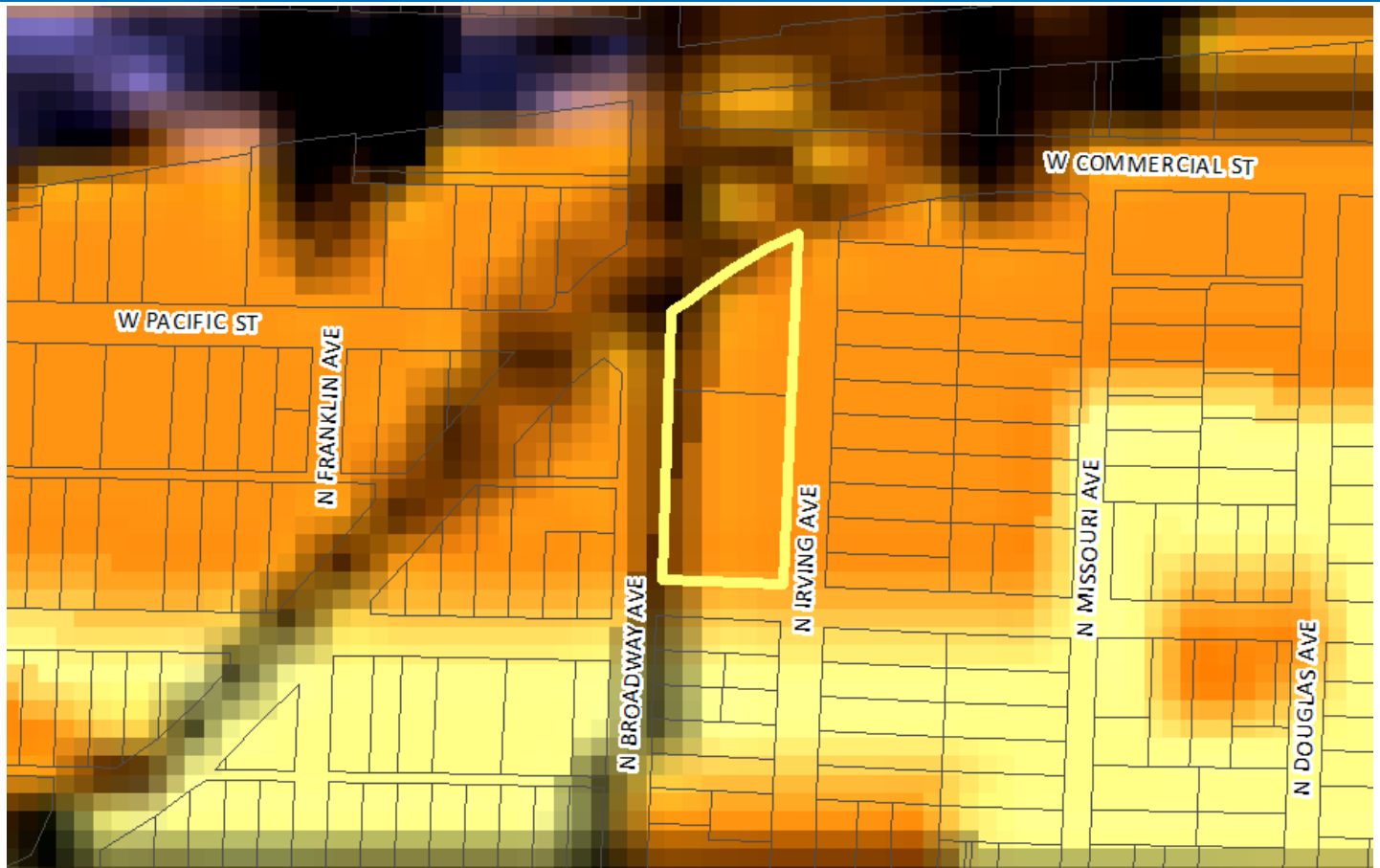
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property has been zoned HC, Highway Commercial District since the citywide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

- (a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:
1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
 2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
 3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
 4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
 5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
 6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
 7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
 8. Information submitted at the public hearing.

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR PD 376
Use Limitations	1. The maximum bed count for the development shall not exceed 160 beds 2. The overnight or transitional service shelter use is limited to fifty (50) or fewer residents. 3. The intensity for the duplexes shall not exceed 11 dwelling units per acre.
Maximum Structure Height	All structures shall remain below a forty-five (45) degree bulk plane as measured from the boundary of any adjacent residential district. The maximum height shall be limited to 35 feet, but can increase one additional foot for every two additional feet of side setbacks provided (maximum of 75 feet).
Minimum open space	Not less than 20 percent
Maximum impervious area	Shall not exceed 80 percent of total lot area
BULK PLANE	BUFFERYARD AND LANDSCAPING
All structures shall remain below a forty-five (45) degree bulk plane as measured from the boundary of any adjacent residential district. The maximum height shall be limited to 35 feet, but can increase one additional foot for every two additional feet of side setbacks provided (maximum of 75 feet).	Refer to Exhibit 1

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan Element* of the *Comprehensive Plan* designates this property as appropriate 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. It is not possible in this plan to indicate exactly which land parcels should be designated for each of these land uses; that determination should be made as the zoning maps are refined and as development applications come forward. Since these land uses may have differing impacts on adjacent low-density housing and on traffic generation, the site planning guidelines of this plan and the regulations of the zoning ordinance must be observed during the site planning process.

The Major Thoroughfare Plan classifies Commercial Street and Broadway Avenue as Collector roadways and Locust Street and Irving Avenue as local streets.

STAFF COMMENTS:

- 1) The applicant is proposing to rezone approximately 1.86 acres of property generally located at 1610 North Broadway Avenue and 1701 North Irving Avenue from HC, Highway Commercial to Planned Development No. 376. The applicant, Springfield Victory Mission, intends to redevelop their existing site with a multi-story building on the northern half of the subject property and duplex housing located on the southern half of the property.
- 2) The *Growth Management and Land Use Plan Element* of the *Comprehensive Plan* designates this property as appropriate for Medium Intensity Retail, Office or Housing.
- 3) The HC district permits the applicant's proposed uses. However, there are distance limitations from other uses identified in the Zoning Ordinance. A Conditional Use Permit is required to be approved by City Council for Overnight or Transitional Service Shelters (for 50 or fewer residents) that locate within 500 feet of a residential district. The subject property is located within 500 feet of a residential district. Further, the Zoning Ordinance specifies that "In no event shall a certificate of occupancy be issued for a transitional service shelter herein if it is less than 1,000 feet from an elementary or secondary school as measured from property lines." The subject property is located within 700 feet from Weaver Elementary application for a Planned Development would allow the proposed uses to locate within the distance limitations mention above.
- 4) The applicant's facility and services have been operating in this location since 2001. The use was permitted in 2001 because the HC District allowed overnight and transitional service shelters provided that the facility not be located within a two thousand (2000) foot radius of another similar use, soup kitchen or emergency shelter (G.O. No. 4763). Subsequently, the *Zoning Ordinance* has been amended to place separation requirements on overnight and transitional service shelters. In June 2013, City Council approved General Ordinance No. 6058 which required a Conditional Use Permit if an overnight or transitional service shelter located within 500 feet from a residential district and stipulated that "In no event shall a certificate of occupancy be issued for a transitional service shelter herein if it is less than 1,000 feet from an elementary or secondary school as measured from property lines." Because of the 2013 amendment, the Victory Mission facility located on the subject property is now considered a non-conforming use.
- 5) As a non-conforming use, Victory Mission's facility cannot be remodeled or enlarged under *Section 36-457, Nonconformities*. A rezoning is required for Victory Mission's redevelopment of the site.
- 6) The applicant states that their current building is outdated and obsolete as a former nursing home and in order to better serve the community a new, modern facility is needed.
- 7) The proposed Planned Development must be in substantial conformance to the Preliminary Development Plan (Exhibit 2). The proposed development shows that the multi-story building will be located on the north portion of the subject property toward Commercial Street, the highest classified street. The existing facility is located on the southern portion which is located closer to more residential uses. The southern portion of the property will have six (6) residential units in order to be more compatible with existing residential units in the area. The density for the residential units is limited at eleven (11) dwelling units per acre. The proposed PD provides a stricter structure height limitation than the existing HC zoning. All structures shall remain below a forty-five (45) degree bulk plane as measured from the boundary of any adjacent residential district. The maximum height shall be limited to 35 feet, but can increase one additional foot for every two additional feet of side setbacks provided (maximum of 75 feet).
- 8) This application will allow Victory Mission to redevelop the subject property and continue their services that they have provided at this location since 2001. The applicant currently has the proposed uses on-site and are not proposing to change the intensity or scope of the services provided. The applicant will maintain the same capacity for the overnight shelter which will be limited to 50 beds and the transitional service shelter limited to 110 beds.
- 9) The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHORHOOD MEETING:

All neighborhood meetings have been cancelled due the Mayor's Proclamation of Civil Emergency related to COVID-19. Property owners were mailed a comment card to provide their comments.

PUBLIC NOTIFICATIONS:

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: 24 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with the proposed rezoning

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION COMMENTS:

No objection to rezoning. Tract has access to public sewer.

FIRE DEPARTMENT COMMENTS:

No issues with zoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies N. Broadway Avenue and W. Commercial Street Collector roadways and W. Locust Street and N. Irving Avenue as Local-Residential Streets. The standard right-of-way width for N. Broadway Avenue and W. Commercial Street is 30 feet from the centerline. The standard right-of-way width for W. Locust Street and N. Irving Avenue is 25 feet from the centerline. It appears no additional right-of-way is needed along any of these streets. A survey is recommended to determine the exact amount of existing right-of-way. All of these streets are city-maintained.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic counts for W. Commercial Street is 5,292 vehicles per day. There are no recent traffic counts for this portion of N. Broadway Avenue, N. Irving Street or W. Locust Street. On-street parking is not allowed along W. Commercial Street. On-street parking is allowed along the east side of N. Broadway Avenue and along W. Locust Street and N. Irving Avenue.

DRIVEWAY ACCESS

There is one driveway access point onto the property from W. Commercial Street which will be closed. There is currently one driveway access point to the property from N. Broadway Avenue, zero driveway access points to the property from W. Locust Street and four driveway access points to the property from N. Irving Street. The site plan shows the northernmost driveway access points on N. Irving Avenue will be closed. Access to this property will be allowed based on existing City of Springfield standards for the classification of the streets.

SIDEWALK

Sidewalk currently exists along the property frontage of W. Commercial Street, N. Irving Avenue, W. Locust Street and a portion of N. Broadway Avenue. Sidewalk will be constructed in any gaps that exist.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along W. Commercial Street, N. Broadway Avenue, W. Locust Street or N. Irving Avenue. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study was not required as the existing zoning of HC allows for uses with more trips generated than the uses allowed in the proposed PD.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Commercial Street	Collector	No	60	30
Street 2	N. Broadway Avenue	Collector	Yes	35	30
Street 3	W. Locust Street	Local-Residential	Yes	30	25
Street 4	N. Irving Avenue	Local-Residential	Yes	30	25
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		33.44	140.03	1504.8	
*Proposed Trips Generated		37.62	45.98	501.6	
Additional Trips Generated		4.18	-94.05	-1003.2	

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

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION COMMENTS:

The property is in the Jordan Creek Lower Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention is not an option and detention will be required. Water quality is required if adding an additional acre of impervious area. The property is not located in a stream buffer area.

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 1 acre or greater, 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. A land disturbance permit will be required if disturbing 1 acre or greater.

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

Sparlin, Michael

From: Alex McVey <alex.n.mcvey@gmail.com>
Sent: Sunday, November 29, 2020 10:18 AM
To: Zoning@springfieldmo.gov
Subject: Comment Card Re: SGF Victory Mission Inc Rezone

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

To Whom It May Concern:

Regarding the rezoning of 1610 N Broadway Ave location by the Springfield Victory Mission, Inc. Neither my spouse nor I have any objections to the Victory Mission's request to rezone to allow them to redevelop their property with the addition of a new overnight shelter. We actually think it's a marvelous idea, especially with all the things that have been happening lately and the uptick of people on the streets due to the pandemic. If they hadn't proposed this, we would feel as if they weren't doing their due diligence with regard to the people of the city and the times we live in.

Sincerely,

Alex McVey

Sparlin, Michael

From: Darren Rorrer <missouridadof3@gmail.com>
Sent: Monday, November 23, 2020 3:21 PM
To: Zoning@springfieldmo.gov
Subject: Comment Card

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Date: 11/23/2020
Phone: 417-766-1942
Name: Darren Rorrer
Address: 1503 N Irving
Project address: 1610 N Broadway Ave
Comments:

I believe everyone deserves a hand up, NOT a hand out. The necessity for such an overnight facility is probably needed, however do you want it in your back yard? The victory Mission statement is they wish to re-develop their property into a nice new facility to serve the community, the reality is will it be the same old building with a different set of rules? What guarantees do we have as a neighborhood that a nice facility will actually be built? What other steps will be taken to assure the safety of the children in our neighborhood, our homes values or our personal property? Becoming an overnight facility brings up many other questions. What time do they have to be out? Where will they go during the day? Is it now home?? Not to judge and as I stated before everyone deserves a hand up, but the elephant in the room is many only want a hand out. We shouldn't have to be teaching our kids not to pick up syringes discarded in our front yards. Can you find a syringe anywhere?? YES, but finding them multiple times a week in the same yards. The fact is I would bet not one person on the Development Review Board has found one in their yard this week. So the only thing I ask each one of you to consider is....

When you tuck your son or daughter in bed tonight in your home but have to leave the windows open because you have to choose between putting food on the table or running the air conditioner how will you sleep tonight?

God Bless
Darren

Sent from my iPad

Sparlin, Michael

From: Casey Chilcutt <137sevin@gmail.com>
Sent: Sunday, November 22, 2020 10:24 PM
To: Zoning@springfieldmo.gov
Subject: 1610 n. Broadway rezoning

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

There is no way I will back the rezoning of this neighborhood. We fought to get it rezoned back to residential for too long. As a property owner I am constantly dismayed by the results of having vagrants and the homeless hanging around. I understand and sympathize with those in need of shelter, but I also have seen and experienced first hand the theft, destruction of property, and harm they bring into the neighborhood. I am constantly cleaning up their messes. Trash, clothes, etc. My mailbox and my trash can are being gone through...

We have a grade school just blocks away with children, and a park people are scared to use because of the overflow from Victory Mission.

If the Victory Mission wants to expand to further help, then I suggest they do it elsewhere. Where it can be a controlled environment and not further stepping on homeowners toes who just want to live a life they've worked hard for. I want to be able to walk into my own backyard without having to worry about someone who IS NOT supposed to be there. I'd like to be able to do whatever I like to my home and property as RESIDENTIAL. I did not buy a loft above a bar. I did not redesign a warehouse. I own a HOME that I have sacrificed to obtain and keep.

If the Victory Mission wants to continue to help these people, then maybe they should move to a better/bigger place where they can also give classes to show these people how to work for what they want. I am in the poverty group. I know what it's like. And I also know that if they wanted it bad enough, they can do it also. You fight and work for what you want. Which is why I'm not about to sit back and lose residential rights so that some can continue to get a free ride and continue to terrorize what should be a peaceful neighborhood.

This is not the answer.

No thank you.

NO on rezoning.

Sparlin, Michael

From: The Bensons <bensonzoo@sbcglobal.net>
Sent: Monday, September 7, 2020 5:21 PM
To: Zoning@springfieldmo.gov
Subject: Rezoning Meeting 09/11 Victory Mission

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Hello-

We received notice of a neighborhood meeting scheduled for September 11 at Grant Beach Park Pavilion regarding Victory Mission requesting rezoning to allow redevelopment of property at 1610 N. Broadway Ave to an overnight shelter. We are not able to attend the meeting, however would like to discourage planning and zoning from approving this development. While we appreciate the efforts of Victory Mission to serve the community, the safety of the neighborhood and proximity to schools should continue to be the highest priority of the committee. The basis and concern by which the current zoning is designed has not changed and should continue to be enforced.

Best Regards,

J. Dale and Natalie Benson

Sparlin, Michael

From: Becky Volz <rsvolz5@gmail.com>
Sent: Saturday, November 28, 2020 6:37 PM
To: Zoning@springfieldmo.gov
Cc: jhynson@victorymission.com
Subject: Springfield Victory Mission zoning change request

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I am in receipt of the Neighborhood Notice of zoning change request of Springfield Victory Mission for the redevelopment of their property on West Commercial and N Broadway.
I did attend the neighborhood meeting on 9/11. I am in support of the redevelopment and improvements for the housing and program needs that Victory Mission provides to men in need of and willing to redirect their lives.

Thank you,

Becky Volz
1910 N Grant Ave

Sparlin, Michael

From: Colleen Sundlie <csundlie@ilovedatelady.com>
Sent: Thursday, September 10, 2020 4:16 PM
To: Zoning@springfieldmo.gov
Cc: Ryan Sundlie
Subject: Proposed Victory Mission zoning

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

To Whom it May Concern,

We're writing in response to a neighborhood meeting notice that we received in the mail regarding the Victory Mission's request for a zoning change for re-development of the overnight shelter at 1610 N. Broadway Ave.

We received the notice because our business and residential properties are located nearby at 918 W. Commercial (Cafe Dhibs), 900 W. Commercial (Date Lady, Inc.), 1707 N. Missouri Ave., and 932 W. Commercial. We will not be able to make the meeting scheduled for 9/11/2020, but we wanted to send some feedback as suggested in the notice.

We have seen first-hand since 2014 that the Victory Mission has a negative effect on the neighborhood, and we are not in support of further property developments of the overnight shelter. This negative effect is unfortunate as we realize that the VM has good Christian intentions to help the community. However, while it indeed may be a help to some passing through in genuine need, it is very much damaging to permanent folks nearby trying to keep businesses or homes. We have experienced consistent vandalism, littering (including frequent syringes which we have to tell our kids not to pick up when helping with trash), loitering, theft, and worse from the guys going to and from the shelter, and from others hanging out with, waiting for, or otherwise connected to men from the shelter. And while we've usually been able to get along with them fine (except for occasional situations, a few of which have been rather scary), and have even provided quite a lot of work for many of them when possible over the years, the problem is consistently due to the proximity of the VM facility to our properties.

We know that there are others in the neighborhood that may cause trouble that are not actively staying in the shelter, but they tend to be connected to men in the shelter, and are often drawn to the neighborhood due to the presence of the shelter. Also, those who are often loitering on the front steps of our businesses openly admit to being from the shelter, not looking to make trouble, but just killing time between morning and evening hours, and without much other place to go. We know their plight is real and difficult, but another reality is that it really does hurt our businesses and homes, which are also "the community" which the VM says they want to serve. Also, in previous years when we have called the VM to ask for assistance in dealing with some of these things, we have never gotten any response.

Please consider that our neighborhood is indeed worse off, as is common knowledge among those who live and work there, with the presence of the VM overnight shelter, and for that reason we urge against any re-development. Please consider if other locations might be possible for the effort, which we know has good intentions and surely can be a good thing in the right time and place.

Sincerely,

Ryan & Colleen Sundlie, 417-414-3782 (Owners of Date Lady, Inc., Cafe Dhibs, and our tenant's house at 1707 N. Missouri Ave)

Christian Nielsen, 417-293-9369 (Owner, 932 W. Commercial St.)

Colleen Sundlie

Chief Date Aficionado

www.ilovedatelady.com

Instagram [@thedatelady](https://www.instagram.com/thedatelady)

Facebook [@thedatelady](https://www.facebook.com/thedatelady)

417-414-3783

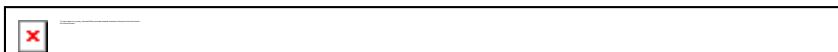
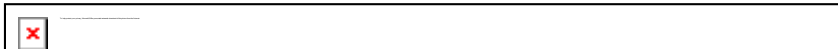


EXHIBIT 1
Requirements and Standards Applicable to
Planned Development District No. 376

APPLICATION

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

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

INTENT

The purpose of this planned development is to provide for redevelopment of Victory Mission at 1610 North Broadway. The new development will complement both the nature of the street frontage development of Commercial St, but also the more residential nature of the surrounding parcels to the south and east. One multi-story building will be constructed on the north half of the property for all of Victory Mission's purpose while the southern half will have housing for successful pupils of the Victory Mission program. Associated parking and any infrastructure improvements will also be included. Victory's Shelter for Men provides a safe space for individuals facing homelessness with the help they need to get back on their feet through recovery programs and job training. Restoration for men focuses on long-term discipleship for those ready to reclaim Victory in their lives. Victory Mission teaches the homeless how to be independent and gives them the tools to rebuild their lives.

In order to better serve the community Victory is proposing to replace the outdated and obsolete former nursing home with a modern facility to improve the look and feel of the neighborhood. Victory Hub is both an overnight shelter limited to 50 beds and a transitional service shelter limited to 110 beds. Victory welcomes services from partner agencies (like Burrell, MO Career Center, Jobs for Life, CPO, and more) to support the needs of the men staying at the shelter.

The emergency overnight shelter is a necessity in the community. Men are allowed 30 days to reorient their lives and work with case managers to "get back on track." Victory holds men accountable and is a drug and alcohol free environment. Limiting distractions, focusing on motivational interviewing, peer-assisted mentoring, and positive relationships allows Victory to assist men in getting jobs and finding long-term housing.

The transitional shelter beds are for men focusing on the opportunities of a new start. The beds in the transitional service shelter are nightly pay or for men in the 12-18 month program. Men accessing the transitional service shelter must be working towards positive outcomes and work alongside case managers, counselors, and staff who set expectations and hold men accountable. Men are developing the skills to be independent. Victory's services and resources include programs, like Good Dads, Living Free, Jobs for Life, as well as, daily classes and community service.

The site is also approximately 700' away from Weaver Elementary. Victory Mission has been operating at this location since 2001 and has provided great service to a need in the community. As a part of this planned development the requirement for this type of service to be placed 1000' or more from a school will be lowered to 700' to accommodate the redevelopment/revitalization of Victory Square.

The Victory Mission site currently has the proposed uses on-site and are not proposing to change the intensity or scope of the services provided. The bed count will remain the same as the current operation, just in a new, modern, & clean building.

DEFINITIONS

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

USES PERMITTED

The following uses shall be permitted on the subject parcel as shown on Exhibit 2:

1. Duplexes
2. Overnight Shelters and/or Transitional Service Shelter – These uses will be located in the main building on the north side of the site plan shown on Exhibit 2.
3. Accessory Uses associated with the permitted use of the property:
 - a. Food Service Preparation
 - b. Community Gatherings or Worship Services
 - c. Non-Profit Corporation Administration
 - d. Community Outreach with Pantry Services and Supplies
 - e. Classes and counseling services for residents

USE LIMITATIONS

1. All uses shall operate in accordance with the noise standards contained in *Section 36-485 of the Springfield Zoning Ordinance*.
2. All activities and permitted uses, except off-street parking and loading facilities, shall be conducted wholly inside a building, or buildings.
3. No use shall emit an odor that creates a nuisance as determined in *Springfield City Code*.
4. Screening and fencing shall be provided in accordance with section 6-1000 of the *Springfield Zoning Ordinance*.

INTENSITY OF DEVELOPMENT

Development shall adhere to the following standards.

1. The maximum bed count for the development shall not exceed 160 beds
2. The overnight shelter use is limited to fifty (50) or fewer residents.
3. The transitional service shelter is 110 beds or less. Out of 110 beds, these men are paying a nightly fee and are required to have some type of income and case management.
4. The intensity for the duplexes shall not exceed 11 dwelling units per acre and will be utilized for graduates of the Victory program or their families. The duplex beds will NOT be counted towards the limit above for overnight or transitional service beds.

BULK, AREA AND HEIGHT REQUIREMENTS

Development shall adhere to the following standards.

1. All structures, vehicular use areas, open space and pedestrian facilities shall be situated in substantial conformance with Exhibit 2.
2. The following minimum setbacks shall be required:

- a. Zero (0) feet for buildings along the north property line.
 - b. Zero (0) feet for buildings and parking along the west property line.
 - c. Zero (0) feet for buildings along the norther half of the eastern boundary as depicted in Exhibit 2. The South 440' of the east boundary shall have a setback of ten (10) feet for buildings. The Victory building will encroach into the setback as depicted in Exhibit 2.
 - d. Five (5) feet for building and parking along the southern boundary.
3. All structures shall remain below a forty-five (45) degree bulk plane as measured from the boundary of any adjacent residential district. The maximum height shall be limited to 35 feet, but can increase one additional foot for every two additional feet of side setbacks provided (maximum of 75 feet).
4. The impervious surface ratio shall not exceed 0.80.

OPEN SPACE, LANDSCAPING & SCREENING

The landscaping and screening provisions are intended to improve the physical appearance of the District; to improve the environmental performance by contributing to the abatement of heat, glare and noise, and by promoting natural percolation of storm water and improvement of air quality; to buffer potentially incompatible land uses from one another; and to conserve the value of adjoining property and neighborhoods. footprint.

1. 20% open space required.
2. The Screening and Fencing provisions of Section 36-480 of the *Springfield Zoning Ordinance* in effect at the time of development shall apply.
3. The landscape and bufferyard provisions of Section 36-482 of the *Springfield Zoning Ordinance* in effect at the time of development shall apply as outlined below:

North Boundary (HM): No bufferyard required.

South Boundary (HC): 10' bufferyard provided with one canopy tree, one understory tree, and three shrubs per 100 linear feet of length or fraction thereof.

East Boundary (HC & R-MD) Partial Bufferyard required: 10' bufferyard provided with one canopy tree, one understory tree, and three shrubs per 100 linear feet of length or fraction thereof.

West Boundary (HC): No bufferyard required.

4. Interior landscaping shall be provided per City of Springfield code Section 36-482 (9).
5. Perimeter landscaping will only be provided on the east and south boundaries as defined in the bufferyards as mentioned above. No landscaping shall be required on the west or north property lines. Landscaping will be provided as shown in Exhibit 2.

EXTERIOR LIGHTING

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

ACCESS TO PUBLIC THOROUGHFARES

Access to the public street system as shown on Exhibit 2, are for illustrative purposes only and shall be governed by the existing standards of the City of Springfield for the applicable street classification.

OFF-STREET PARKING

Sections 36-455 & 36-483, of the Springfield Zoning Ordinance in effect at the time of development shall apply.

SIGNS

Development shall adhere to the *Springfield Zoning Ordinance* in effect at the time of development shall apply.

REQUIRED IMPROVEMENTS

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

1. Construct the required improvements; or
2. Provide assurances satisfactory to the Director of Public Works guaranteeing that all required improvements will be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department shall be provided to the City.

No certificate of occupancy shall be issued for any structure within this District, or phase of the development, unless:

1. The required improvements are completed prior to occupancy of the structures; or
2. The Director of Public Works has determined that such required improvements, if not completed, have little or no effect on the occupancy of the facility or conditions beyond the control of the contractor, *i.e.*, strikes, weather, etc., have delayed the completion of the improvements.

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

Improvements necessary to adequately accommodate the intensity of development in this District include the following.

1. Storm water management facilities.
All storm water management facilities, including detention and water quality, will be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department. The site will account for stormwater detention either through an underground detention basin, pervious pavement, or some other method as approved by the City of Springfield staff.

Improvements shall conform to the following standards.

1. All utilities and utility connections shall be located underground, including, but not limited to, electrical and telephone cables, security and other telecommunication systems and wires. Transformers, meters of any type (including electric, gas or other meters), or other apparatus shall be adequately screened and landscaped.

MAINTENANCE OF COMMON AREAS AND FACILITIES

The maintenance of common areas and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a duly constituted property owner's association meeting all legal requirements prescribed by the City Attorney.

PHASING

Development may be phased if all public improvements directly related to each phase are completed at the time of its development and that improvements serving the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

FINAL DEVELOPMENT PLAN

A final development plan, showing conformance with the requirements of this Exhibit, shall be submitted to the Administrative Review Committee and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements permitted or required by this exhibit. Development of this District shall be in accordance with the approved final development plan.

Final development plans designating the location of uses shall be submitted to the Administrative Review Committee, either as a whole or in phases.

1. The intent of Exhibit 2 is to illustrate the general improvements. The site plan is subject to change but will maintain conformance with the stipulations mentioned above. A final development plan shall only be approved if it is in substantial conformance with Exhibit 2 as defined by *Subsection 36-405.09(c) of the Springfield Zoning Ordinance*.
2. The final development plan shall be submitted to Administrative Review Committee for review and the Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not, however, be construed to permit:
 - A. Any uses within the District other than those specifically prescribed by the ordinance.
 - B. Any increase in the intensity of use permitted within the District.

One-rdg. _____
P. Hrngs. _____
Pgs. 22
Filed: 01-05-21

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL: 2021- 008

GENERAL ORDINANCE: _____

AN ORDINANCE

1 AMENDING Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Section 36-
2 406 'Airport Overlay District,' to allow certain development in the Airport
3 Overlay District with review and recommendation by the Springfield-
4 Branson National Airport Board and with approval by City Council. (Staff
5 and Planning and Zoning Commission both recommend approval.)
6
7

8 WHEREAS, City Council initiated amendments to the Zoning Ordinance
9 regarding the Airport Overlay District on November 30, 2020; and
10

11 WHEREAS, at their December 17, 2020, board meeting, the Springfield-Branson
12 National Airport Board ("Airport Board") unanimously passed a motion expressing
13 support for amending the Airport Overlay District to allow consideration of playfields as
14 an acceptable land use through a new Conditional Use Permit process; and
15

16 WHEREAS, City staff prepared amendments to Section 36-406, 'Airport Overlay
17 District,' to permit playfield uses in the AO-1 and AO-3 districts with the issuance of a
18 Conditional Use Permit; and
19

20 WHEREAS, the Planning and Zoning Commission reviewed the proposed
21 amendments contained in this Ordinance at the December 17, 2020, meeting; and
22

23 WHEREAS, at the conclusion of the Planning and Zoning Commission's public
24 hearing regarding the proposed amendment, the Commission unanimously
25 recommended approval of the proposed changes; and
26

27 WHEREAS, City Council now desires to adopt the proposed changes to Chapter
28 36 contained in this Ordinance.
29

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

33 Section 1 – Springfield City Code, Chapter 36, Article III, 'Zoning Regulations,'
34 Section 36-406 'Airport Overlay District,' is hereby deleted and replaced in its entirety by

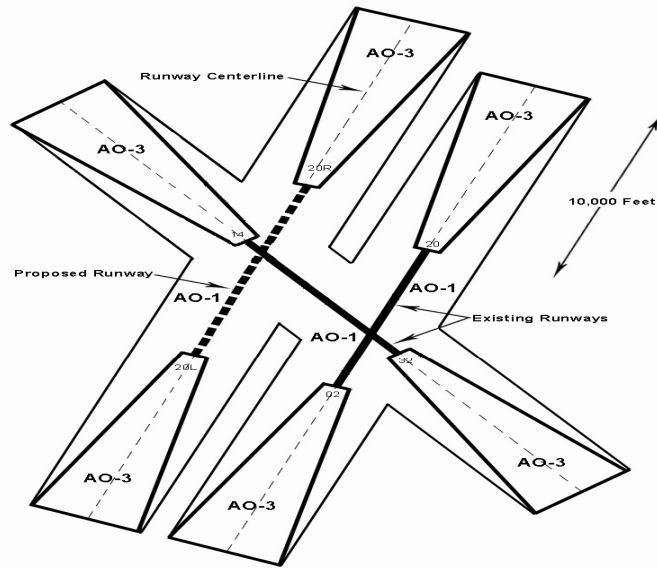
the following:

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

Sec. 36-406. - AO - Airport overlay district.

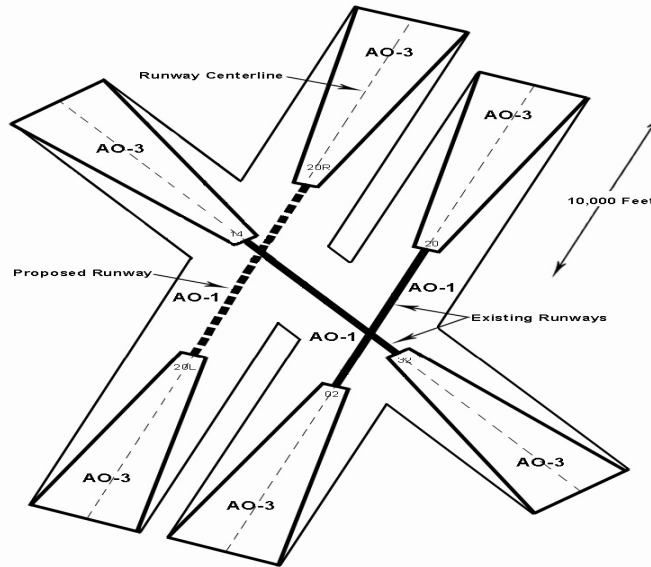
- (1) *Purpose.* The airport overlay districts are intended to regulate the development of noise-sensitive land uses, to promote compatibility between the Springfield-Branson National Airport and the surrounding land uses, to protect the Springfield-Branson National Airport from incompatible development and to promote the health, safety, and general welfare of property users.
- (2) *Airport overlay zoning districts.* The airport overlay zoning districts shall be known and designated as AO-1 and AO-3 and shall be shown on the official zoning map. The AO-2 designation is not currently used.
- (3) *Overlay districts-boundaries.* The AO district boundaries shall include (Figure 4-1);
 - (a) *AO-1 district:* All areas within 2,000 feet of any airport runway centerline extending out 10,000 feet from both ends of any airport runway.
 - (b) *AO-2 district:* Not currently used.
 - (c) *AO-3 district:* All areas encompassing the airport zones defined in the Airport Zoning Law, ~~Rev. MO. Stats. Chapter 305~~ RSMo, defined as follows:
Beginning at a point on the end of any runway and on the centerline of the runway; thence to the right a distance of 500 feet on a course perpendicular to said centerline to a point; thence to a point 2,000 feet to the right of and perpendicular to the centerline extended which point is directly opposite a point 10,000 feet from the end of the runway on the said centerline extended away from the runway; thence to a point 2,000 feet to the left of and perpendicular to the centerline extended which point is directly opposite a point 10,000 feet from the end of the runway on the said centerline extended away from the runway; thence to a point 500 feet to the left of the point of beginning and perpendicular to the said centerline; thence to the point of beginning.

Figure 4-1



[OBJ]

Figure 4-1



(4) *Split-zoned tracts and structures.*

- (a) Where a part of a tract of land lies within an airport overlay zoning district, the district requirements shall only apply within the part of the tract located in the district. The AO-3 district shall take precedence over the AO-1 district.
- (b) A structure which is located partly within an airport overlay zoning district and partly outside shall be considered to be entirely within an airport overlay zoning district. The AO-3 district shall take precedence over the AO-1 district.

83 (5) *Allowed uses.*

- 84
- 85 (a) Within the airport overlay zoning districts as defined herein, no land shall be
- 86 used and no structure or other object shall hereafter be erected, altered,
- 87 converted, or modified other than for those compatible land uses permitted by
- 88 the underlying zoning districts.

- 89
- 90 1. The following land uses are prohibited in the AO-1 district, regardless of
- 91 underlying zoning district, except as modified by the AO-3 district:

92 a. Residential:

93

94 Single-family residential, including mobile homes

95

96 Two-family, town houses and multifamily residential

97

98 Manufactured housing developments

99

100 Rooming, boarding and lodging houses

101

102 b. Public use:

103

104 Schools/colleges

105

106 Hospitals/clinics

107

108 Churches, auditoriums, and concert halls

109

110 Community center

111

112 Day care center/preschool

113

114 Libraries/museums

115

116 Group homes

117

118 Day care homes

119

120 c. Recreational:

121

122 Outdoor carnival/circus

123

124 ~~Playfield/s~~Stadium

125

126 Drive-in theater

127

128 2. In the AO-3, no dwellings shall be permitted to be constructed other than
129 single-family dwellings, including manufactured homes, each of which shall
130 be on a lot or parcel of land of ten acres or more. When these uses are
131 allowed within the AO-3 district, measures to achieve outdoor to indoor
132 noise level reduction (NLR) as outlined in subsection 36-406(8) are
133 required. If a lot of less than ten acres lawfully existed at the effective date
134 of this article, a single-family dwelling or manufactured home may be placed
135 on the lot provided:

136
137 a. An avigation easement has been granted ~~to~~by the city; and

138
139 b. Outdoor to indoor noise level reduction (NLR) as outlined in subsection
140 36-406(8) is installed during construction of the dwelling.

141
142 3. The following land uses are prohibited in the AO-3 district, regardless of
143 underlying zoning district:

144
145 a. Hotels and motels or enclosed off-street parking facilities in a building
146 or structure. Accessory off-street parking lots or facilities open to the
147 sky are allowed.

148
149 (b) Subsection 36-406(5) does not apply to property within the official boundaries
150 of the Springfield-Branson National Airport.

151
152 (c) Conditional uses.

153
154 1. The following conditional use may be permitted in the AO-1 and AO-3
155 districts provided it is no closer than 1.5 miles (7,920 feet) from the
156 ultimate end of any existing or planned runway shown on the most
157 current Airport Layout Plan as approved by the Federal Aviation
158 Administration, and provided it meets the provisions of, and a
159 conditional use permit is issued pursuant to, section 36-363,
160 conditional use permits, of this article:

161
162 a. Playfields.

163
164 2. Upon receiving an application for a conditional use permit in the AO-1
165 or AO-3 districts, the department of planning and development shall
166 forward the application to the Springfield-Branson National Airport
167 Board. In considering such an application, the Springfield-Branson
168 National Airport Board shall review potential impacts to the airport and
169 shall make its recommendation(s) to the planning and zoning
170 commission, including any factual findings and reasoning upon which
171 the recommendation was based, prior to a public hearing on the
172 application. The Airport Board shall consider factors such as, but not

173 limited to:

- 174
- 175 a. Federal Aviation Regulations (FAR Part 77)
- 176
- 177 b. Published instrument approach and departure procedures
- 178
- 179 c. Outdoor lighting
- 180
- 181 d. Radio signal or electronic emissions
- 182
- 183 e. Noise sensitive concerns
- 184
- 185 f. Public safety
- 186

187 (6) *Additional land use regulations.*

- 188
- 189 (a) When a subdivision plat or building permit is required for any property within
- 190 an airport overlay zoning district, the property owner shall dedicate an aviation
- 191 easement to the city over and across that property. This easement shall
- 192 establish a height restriction on the use of the property and hold the public
- 193 harmless from any damages caused by noise, vibration, fumes, dust, fuel, fuel
- 194 particles, or other effects that may be caused by the operation of aircraft taking
- 195 off, landing, or operating on or near the Springfield-Branson National Airport.
- 196
- 197 (b) Notwithstanding any other provisions of this article or other sections of the
- 198 Springfield City Code, no use may be made of land, water, or structures within
- 199 any zoning district established by this article in such a manner as to create
- 200 electrical interference with navigational signals or radio communication between
- 201 the airport and aircraft, make it difficult for pilots to distinguish between airport
- 202 lights and others, or result in glare in the eyes of pilots using the airport; impair
- 203 visibility in the vicinity of the airport; create bird strike hazards, or otherwise in
- 204 any way endanger or interfere with the landing, taking off, or flight operations of
- 205 aircraft utilizing the airport.
- 206
- 207 (c) No building or structure shall be constructed nor shall any landscaping growth
- 208 be maintained which exceeds 50 feet in height in an airport overlay zoning
- 209 district.
- 210

211 (7) *Certification of plans.*

- 212
- 213 (a) The director of building development services shall not issue a building permit
- 214 for any structure within the zones set forth in subsections (2) and (3) unless the
- 215 plans and specifications accompanying the application for said building permit
- 216 have been certified by a registered professional engineer or registered
- 217 professional architect in the State of Missouri as meeting the noise level

reduction (NLR) standards specified in subsection (8).

- (b) The registered professional architect or engineer must certify that said plans and specifications shall reduce the noise impact from outdoor to indoor noise level, at least the minimum specified in this section, using commonly accepted engineering and architectural acoustical practices.

(8) *Noise level reduction (NLR) standards.*

- (a) In an airport overlay zoning district, allowed residential land uses shall meet minimum construction standards to achieve a minimum outdoor to indoor NLR of 30 decibels. Customary residential construction can be expected to provide an NLR of 20 decibels, which assumes mechanical ventilation and closed windows year round. Therefore, the minimum outdoor to indoor NLR shall be ten decibels over standard construction. A base airport noise level of 70 Ldn is assumed until such time as a different base airport noise level is established based on completion of a noise study prepared by the Springfield-Branson National Airport or other individuals authorized by the board of such airport and filed with the office of the director of aviation of the City of Springfield, Missouri.

- (b) ~~—[This]~~ This subsection (8) shall not apply to property located within the official boundaries of the Springfield-Branson National Airport as established in the airport layout plan submitted to and on file with the Federal Aviation Administration and as amended from time to time.

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

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

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

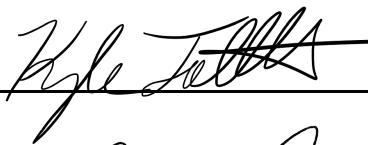
Passed at meeting: _____

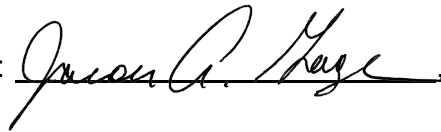
Mayor

Attest: _____, City Clerk

264
265
266
267
268
269
270
271

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021 - 008

FILED: 01-05-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: An amendment to the Springfield Land Development Code, Article III, 'Zoning Regulations,' Division 4, 'District Regulations,' Section 36-406. 'Airport Overlay District' to allow certain development in the Airport Overlay District with review and recommendation by the Springfield-Branson National Airport Board and with approval by the City Council.

BACKGROUND INFORMATION:

ZONING ORDINANCE TEXT AMENDMENT – AIRPORT OVERLAY DISTRICT AMENDMENTS

City Council initiated amendments to the Zoning Ordinance regarding the Airport Overlay District on November 30, 2020.

The Airport Board unanimously passed a motion at their December 17, 2020, board meeting expressing support for amending the Airport Overlay District to allow consideration of Playfields as an acceptable land use through a new Conditional Use Permit process.

The AO, Airport Overlay Districts, are intended to regulate the development of noise-sensitive land uses, to promote compatibility between the Springfield-Branson National Airport and the surrounding land uses, to protect the Springfield-Branson National Airport from incompatible development and to promote the health, safety, and general welfare of property users. Certain residential, commercial and industrial uses should be strictly prohibited from being allowed in the Airport Overlay District due to their incompatibility; however, Springfield's ordinance is one of the most restrictive ordinances in the state.

These amendments are being proposed in concert with the proposed development of a sports complex and potential retail and temporary lodging uses that may support these commercial outdoor entertainment uses.

If the amendment is adopted, playfield uses may be permitted in the AO-1 and AO-3 districts with the issuance of a Conditional Use Permit provided they are not closer than 1.5 miles (7,920 feet) from the ultimate end of any existing or planned runway shown on the most current Airport Layout Plan as approved by the Federal Aviation Administration. The Airport Board will review the Conditional Use Permit prior to consideration by the Planning and Zoning Commission. The amendment will also allow hotel and motel accessory off-street parking lots or facilities open to the sky in AO-3.

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.

The Growth and Development Advisory Council ("GDAC"), Downtown Springfield Association ("DSA"), Commercial Club and all Registered Neighborhood Associations were notified of these amendments.

FINDINGS FOR STAFF RECOMMENDATION:

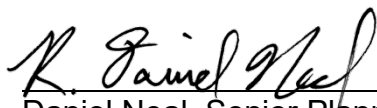
1. Staff is requesting amendments to the Airport Overlay District to allow playfields within the overlay district.
2. The current ordinance prohibits playfields in the Airport Overlay District.
3. Certain residential, commercial and industrial uses should be strictly prohibited from being allowed in the Airport Overlay District due to their incompatibility; however, Springfield's ordinance is one of the most restrictive ordinances in the state.
4. Staff is proposing to require a conditional use permit with a site plan for playfields within the AO districts.
5. The amendment includes a site plan review by the Airport Board to make a recommendation to the Planning and Zoning Commission and City Council on whether playfields will be allowed on a case by case basis.
6. The amendment also clarifies that off-street parking open to the sky which is accessory to hotels and motels is permitted in the AO-3 district,

REMARKS:

The Planning and Zoning Commission held a public hearing on December 17, 2020, and recommended approval, by a vote of 7 to 0, of the proposed changes to the Zoning Ordinance.

The Planning and Development staff recommends approval of the proposed amendments.

Submitted by:


Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Proposed Amendments

Exhibit A

RECORD OF PROCEEDINGS AIRPORT OVERLAY DISTRICT AMENDMENTS Planning and Zoning Commission – December 17, 2020

Airport Overlay District Amendments
Citywide

Applicant: City of Springfield

Mr. Hosmer stated that this is a request for changes to the text amendment for the Airport Overlay District Section, Sec. 36-406. The airport overlay districts are intended to regulate the development of noise-sensitive land uses, to promote compatibility between the Springfield-Branson National Airport and the surrounding land uses, to protect the Springfield-Branson National Airport from incompatible development and to promote the health, safety, and general welfare of property users. Certain residential, commercial and industrial uses should be strictly prohibited from being allowed in the Airport Overlay District due to their incompatibility. City Council initiated amendments to the Zoning Ordinance regarding the Airport Overlay District on November 30, 2020. These amendments are being proposed in concert with the proposed development of a sports complex and potential retail and temporary lodging uses that may support these commercial outdoor entertainment uses. If the amendment is adopted, playfield uses may be permitted in the AO-1 and AO-3 districts with the issuance of a Conditional Use Permit. It will also allow hotel and motel accessory off-street parking lots or facilities open to the sky in AO-3.

Note: Language to be added is underlined or ~~stricken~~.

1. The following land uses are prohibited in the AO-1 district, regardless of underlying zoning district, except as modified by the A)-3 district:
 - a. Residential:
 - Single-family residential, including mobile homes
 - Two-family, town houses and multifamily residential
 - Manufactured housing developments
 - Rooming, boarding and lodging houses.
 - b. Public use:
 - Schools/colleges
 - Hospitals/clinics
 - Churches, auditoriums, and concert halls
 - Community center
 - Day care center/preschool
 - Libraries/museums
 - Group homes
 - Day care homes
 - c. Recreational:
 - Outdoor carnival/circus
 - ~~Playfield/s~~Stadium
3. The following land uses are prohibited in the AO-3 district, regardless of underlying zoning district:

- a. Hotels and motels or enclosed off-street parking facilities in a building or structure. Accessory of-street parking lots or facilities open to the sky are allowed.

(c) Conditional uses.

1. The following conditional use may be permitted in the AO-1 and AO-3 districts provided it is no closer than 1.5 miles (7,920 feet) from the ultimate end of any existing or planned runway shown on the most current Airport Layout Plan as approved by the Federal Aviation Administration, and provided it meets the provisions of, and a conditional use permit is issued pursuant to, section 36-363, conditional use permits, of this article:
 - a. Playfields.
2. Upon receiving an application for a conditional use permit in the AO-1 or AO-3 districts, the department of planning and development shall forward the application to the Springfield-Branson National Airport Board. In considering such an application, the Springfield-Branson National Airport Board shall review potential impacts to the airport and shall make its recommendation(s) to the planning and zoning commission, including any factual findings and reasoning upon which the recommendation was based, prior to a public hearing on the application. The Airport Board shall consider factors such as, but not limited to:
 - a. Federal Aviation Regulations (FAR Part 77)
 - b. Published instrument approach and departure procedures
 - c. Outdoor lighting
 - d. Radio signal or electronic emissions
 - e. Noise sensitive concerns
 - f. Public safety

The Airport Board unanimously passed a motion at their regular December board meeting to support the amendments to the Airport Overlay District to allow Playfields as an acceptable land use through a new Conditional Use Permit review process. Staff recommends approval.

Mr. Doennig opened the public hearing.

No speakers.

Mr. Doennig closed the public hearing.

Ms. Cox is asking if they are encouraging development.

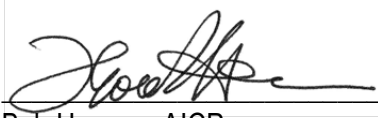
Mr. Hosmer that they are not necessarily encourage development, opening area with limited uses.

Mr. Thomas asked if the additional uses are a result of the proposed soccer complex and would like to do more than just a soccer complex.

Ms. Mary Lilly Smith stated that the additional uses are the result of the soccer complex.

COMMISSION ACTION:

Ms. Cox motioned to **approve** item Airport Overlay District Amendments (Citywide). Mr. Thomas seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Cox, and Jobe, Thomas and Shuler. Nays: None. Abstain: None. Absent: Broekhoven and Rose

A handwritten signature in black ink, appearing to read 'Bob Hosmer', is enclosed within a thin black rectangular border. The signature is fluid and cursive.

Bob Hosmer, AICP
Planning Manager

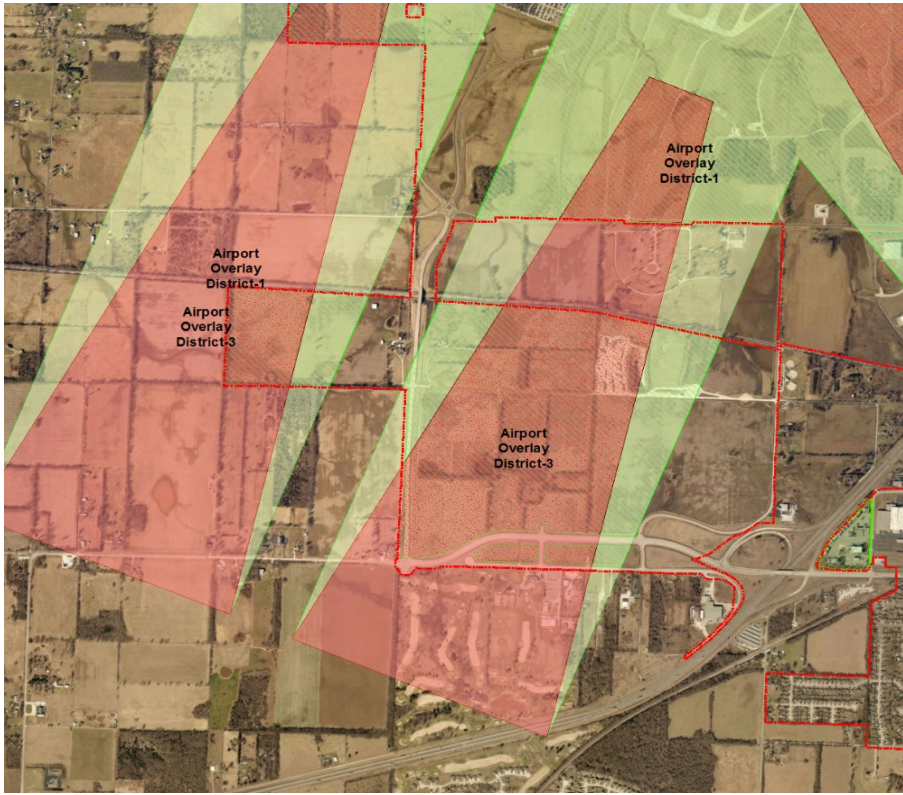
Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

DECEMBER 17, 2020

CITY COUNCIL PUBLIC HEARING:

JANUARY 11, 2021



CASE:

Airport Overlay District Amendments

STAFF:

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve as submitted in the staff report. 5 voting members to approve or deny

SUMMARY OF REQUEST:

Request to amend the Airport Overlay District of the Zoning Ordinance, Section 36-406, to allow playfields to occur within this district with a conditional use permit, a review and recommendation by the Springfield-Branson National Airport Board and with approval by the City Council.

FINDINGS FOR STAFF RECOMMENDATION:

1. Staff is requesting amendments to the Airport Overlay District to allow playfields within the overlay district.
2. The current ordinance prohibits playfields in the Airport Overlay District.
3. Certain residential, commercial and industrial uses should be strictly prohibited from being allowed in the Airport Overlay District due to their incompatibility; however, Springfield's ordinance is one of the most restrictive ordinances in the state.
4. Staff is proposing to require a conditional use permit with a site plan for playfields within the AO districts.
5. The amendment includes a site plan review by the Airport Board to make a recommendation to the Planning and Zoning Commission and City Council on whether playfields will be allowed on a case by case basis.

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.

SUMMARY OF PROPOSED TEXT AMENDMENT:

1. City Council initiated amendments to the Zoning Ordinance regarding the Airport Overlay District on November 30, 2020.
2. The AO, Airport Overlay Districts are intended to regulate the development of noise-sensitive land uses, to promote compatibility between the Springfield-Branson National Airport and the surrounding land uses, to protect the Springfield-Branson National Airport from incompatible development and to promote the health, safety, and general welfare of property users. Certain residential, commercial and industrial uses should be strictly prohibited from being allowed in the Airport Overlay District due to their incompatibility; however, Springfield's ordinance is one of the most restrictive ordinances in the state.
3. These amendments are being proposed in concert with the proposed development of a sports complex and potential retail and temporary lodging uses that may support these commercial outdoor entertainment uses.
4. If the amendment is adopted, playfield uses may be permitted in the AO-1 and AO-3 districts with the issuance of a Conditional Use Permit provided they are not closer than 1.5 miles (7,920 feet) from the ultimate end of any existing or planned runway shown on the most current Airport Layout Plan as approved by the Federal Aviation Administration. It will also allow hotel and motel accessory off-street parking lots or facilities open to the sky in AO-3.
5. The Conditional Use Permit process requires a neighborhood meeting with surrounding property owners and residents, public hearings at Planning and Zoning Commission and City Council, a detailed site plan, and for the applicant/developer to meet 21 standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes that the applicant/developer meets these 21 standards. These standards cover many issues from noise, lighting, stormwater, traffic, utilities, signs, parking, etc. This amendment will also require review and recommendation by the Airport Board prior to Planning and Zoning Commission review.
6. 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 Growth and Development Advisory Council, 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 comments.

SPRINGFIELD-BRANSON NATIONAL AIRPORT COMMENTS:

Airport staff supports the proposed amendments.

PROPOSED AMENDMENTS:

ATTACHMENT 2

Note: Language to be added is underlined or removed is ~~stricken~~.

Sec. 36-406. - AO - Airport overlay district.

- (1) *Purpose.* The airport overlay districts are intended to regulate the development of noise-sensitive land uses, to promote compatibility between the Springfield-Branson National Airport and the surrounding land uses, to protect the Springfield-Branson National Airport from incompatible development and to promote the health, safety, and general welfare of property users.
- (2) *Airport overlay zoning districts.* The airport overlay zoning districts shall be known and designated as AO-1 and AO-3 and shall be shown on the official zoning map. The AO-2 designation is not currently used.
- (3) *Overlay districts~~s~~ boundaries.* The AO district boundaries shall include (Figure 4-1);
 - (a) *AO-1 district:* All areas within 2,000 feet of any airport runway centerline extending out 10,000 feet from both ends of any airport runway.
 - (b) *AO-2 district:* Not currently used.
 - (c) *AO-3 district:* All areas encompassing the airport zones defined in the Airport Zoning Law, ~~Rev. MO. Stats.~~ Chapter 305 RSMo, defined as follows:

Beginning at a point on the end of any runway and on the centerline of the runway; thence to the right a distance of 500 feet on a course perpendicular to said centerline to a point; thence to a point 2,000 feet to the right of and perpendicular to the centerline extended which point is directly opposite a point 10,000 feet from the end of the runway on the said centerline extended away from the runway; thence to a point 2,000 feet to the left of and perpendicular to the centerline extended which point is directly opposite a point 10,000 feet from the end of the runway on the said centerline extended away from the runway; thence to a point 500 feet to the left of the point of beginning and perpendicular to the said centerline; thence to the point of beginning.

Figure 4-1

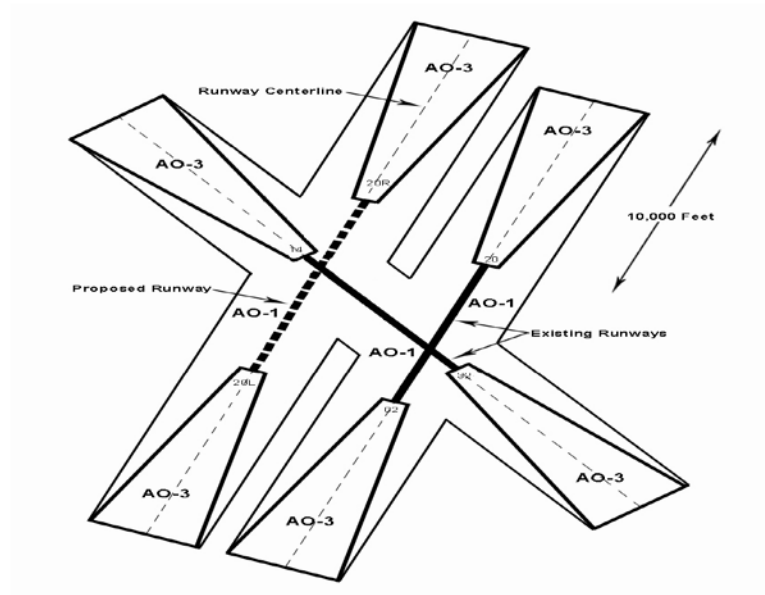
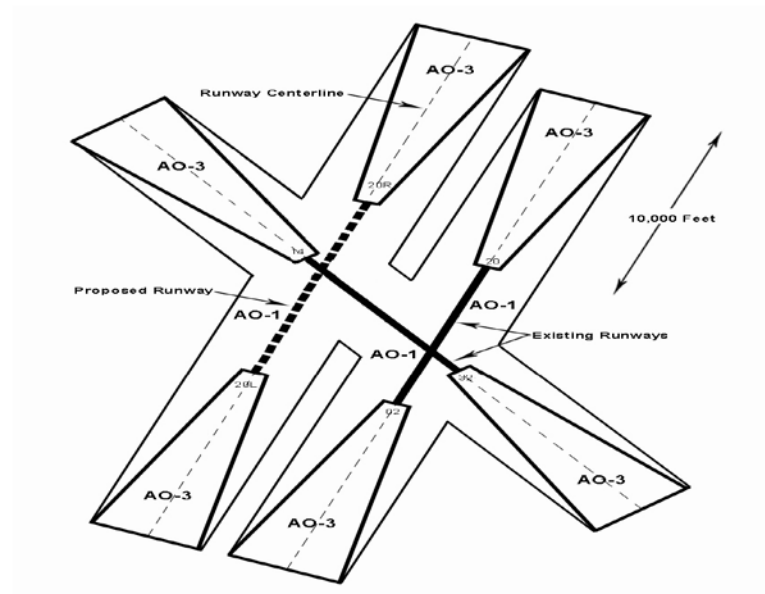


Figure 4-1



(4) *Split-zoned tracts and structures.*

- (a) Where a part of a tract of land lies within an airport overlay zoning district, the district requirements shall only apply within the part of the tract located in the district. The AO-3 district shall take precedence over the AO-1 district.
- (b) A structure which is located partly within an airport overlay zoning district and partly outside shall be considered to be entirely within an airport overlay zoning district. The AO-3 district shall take precedence over the AO-1 district.

(5) *Allowed uses.*

- (a) Within the airport overlay zoning districts as defined herein, no land shall be used and no structure or other object shall hereafter be erected, altered, converted, or modified other than for those compatible land uses permitted by the underlying zoning districts.

1. The following land uses are prohibited in the AO-1 district, regardless of underlying zoning district, except as modified by the AO-3 district:
 - a. Residential:
 - Single-family residential, including mobile homes
 - Two-family, town houses and multifamily residential
 - Manufactured housing developments
 - Rooming, boarding and lodging houses
 - b. Public use:
 - Schools/colleges
 - Hospitals/clinics
 - Churches, auditoriums, and concert halls
 - Community center
 - Day care center/preschool
 - Libraries/museums
 - Group homes
 - Day care homes
 - c. Recreational:
 - Outdoor carnival/circus
 - ~~Playfield/s~~Stadium
 - Drive-in theater
 2. In the AO-3, no dwellings shall be permitted to be constructed other than single-family dwellings, including manufactured homes, each of which shall be on a lot or parcel of land of ten acres or more. When these uses are allowed within the AO-3 district, measures to achieve outdoor to indoor noise level reduction (NLR) as outlined in subsection 36-406(8) are required. If a lot of less than ten acres lawfully existed at the effective date of this article, a single-family dwelling or manufactured home may be placed on the lot provided:
 - a. An avigation easement has been granted ~~to~~by the city; and
 - b. Outdoor to indoor noise level reduction (NLR) as outlined in subsection 36-406(8) is installed during construction of the dwelling.
 3. The following land uses are prohibited in the AO-3 district, regardless of underlying zoning district:
 - a. Hotels and motels or enclosed off-street parking facilities in a building or structure. Accessory off-street parking lots or facilities open to the sky are allowed.
- (b) Subsection 36-406(5) does not apply to property within the official boundaries of the Springfield-Branson National Airport.
- (c) Conditional uses.

1. The following conditional use may be permitted in the AO-1 and AO-3 districts provided it is no closer than 1.5 miles (7,920 feet) from the ultimate end of any existing or planned runway shown on the most current Airport Layout Plan as approved by the Federal Aviation Administration, and provided it meets the provisions of, and a conditional use permit is issued pursuant to, section 36-363, conditional use permits, of this article:
 - a. Playfields.
 2. Upon receiving an application for a conditional use permit in the AO-1 or AO-3 districts, the department of planning and development shall forward the application to the Springfield-Branson National Airport Board. In considering such an application, the Springfield-Branson National Airport Board shall review potential impacts to the airport and shall make its recommendation(s) to the planning and zoning commission, including any factual findings and reasoning upon which the recommendation was based, prior to a public hearing on the application. The Airport Board shall consider factors such as, but not limited to:
 - a. Federal Aviation Regulations (FAR Part 77)
 - b. Published instrument approach and departure procedures
 - c. Outdoor lighting
 - d. Radio signal or electronic emissions
 - e. Noise sensitive concerns
 - f. Public safety
- (6) *Additional land use regulations.*
- (a) When a subdivision plat or building permit is required for any property within an airport overlay zoning district, the property owner shall dedicate an aviation easement to the city over and across that property. This easement shall establish a height restriction on the use of the property and hold the public harmless from any damages caused by noise, vibration, fumes, dust, fuel, fuel particles, or other effects that may be caused by the operation of aircraft taking off, landing, or operating on or near the Springfield-Branson National Airport.
 - (b) Notwithstanding any other provisions of this article or other sections of the Springfield City Code, no use may be made of land, water, or structures within any zoning district established by this article in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, or result in glare in the eyes of pilots using the airport; impair visibility in the vicinity of the airport; create bird strike hazards, or otherwise in any way endanger or interfere with the landing, taking off, or flight operations of aircraft utilizing the airport.
 - (c) No building or structure shall be constructed nor shall any landscaping growth be maintained which exceeds 50 feet in height in an airport overlay zoning district.
- (7) *Certification of plans.*
- (a) The director of building development services shall not issue a building permit for any structure within the zones set forth in subsections (2) and (3) unless the plans and specifications accompanying the application for said building permit have been certified by a registered professional engineer or registered professional architect in the State of Missouri as meeting the noise level reduction (NLR) standards specified in subsection (8).
 - (b) The registered professional architect or engineer must certify that said plans and specifications shall reduce the noise impact from outdoor to indoor noise level, at least the minimum specified in this section, using commonly accepted engineering and architectural acoustical practices.
- (8) *Noise level reduction (NLR) standards.*

- (a) In an airport overlay zoning district, allowed residential land uses shall meet minimum construction standards to achieve a minimum outdoor to indoor NLR of 30 decibels. Customary residential construction can be expected to provide an NLR of 20 decibels, which assumes mechanical ventilation and closed windows year round. Therefore, the minimum outdoor to indoor NLR shall be ten decibels over standard construction. A base airport noise level of 70 Ldn is assumed until such time as a different base airport noise level is established based on completion of a noise study prepared by the Springfield-Branson National Airport or other individuals authorized by the board of such airport and filed with the office of the director of aviation of the City of Springfield, Missouri.
- (b) ~~—[This]~~ This subsection (8) shall not apply to property located within the official boundaries of the Springfield-Branson National Airport as established in the airport layout plan submitted to and on file with the Federal Aviation Administration and as amended from time to time.

One-rdg. _____
P. Hrngs. _____
Pgs. 17
Filed: 01-05-21

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 009

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits;' and amending
2 Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts
3 and council zones;' for the purpose of annexing 239 acres of private
4 property into the City of Springfield, Missouri, generally located at 5544
5 and 6006 West State Highway 266 and being generally referenced as
6 Annexation A-1-21.
7 _____
8

9 WHEREAS, a verified petition requesting annexation was filed by the owners of
10 all fee interests of record in all tracts of real property located within the area proposed to
11 be annexed, as described in "Exhibit A," said area being generally located at 5544 and
12 6006 West State Highway 266; and
13

14 WHEREAS, said petition was presented to City Council more than fourteen, but
15 less than sixty days prior to the public hearing thereon; and
16

17 WHEREAS, proper notice was published at least seven days prior to the public
18 hearing; and
19

20 WHEREAS, City Council does find and determine that: (1) said annexation is
21 reasonable and necessary to the proper development of the City; (2) the City is able to
22 furnish normal municipal services to the area annexed herein with a reasonable time
23 after annexation; and (3) the area annexed herein is contiguous and compact to the
24 existing corporate boundaries of the City.
25

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

29 Section 1 – City Council, after holding a public hearing, hereby determines that
30 the annexation of the property described in "Exhibit A," which is attached hereto and
31 incorporated herein by this reference, is reasonable and necessary to the proper
32 development of the City, the City has the ability to furnish normal municipal services to
33 the area annexed within a reasonable time, and the area is contiguous and compact to
34 the existing boundaries of the City.

35
36 Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property
37 described in “Exhibit A,” is hereby annexed into the City of Springfield, Missouri.
38

39 Section 3 – Section 1-9, ‘City Limits,’ is hereby amended by adding thereto the
40 land described in "Exhibit A."
41

42 Section 4 – Section 46-1, ‘Boundaries of wards, precincts and council zones,’ is
43 hereby amended by placing the property described on "Exhibit A" into the appropriate
44 ward and precinct as determined by the County Clerk in accordance with the provisions
45 of State law.
46

47 Section 5 – The City Clerk is directed to: (1) file certified copies of this
48 Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this
49 Annexation Ordinance with the Assessor of Greene County; and (3) forward to the
50 Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and
51 any other information that the Director of Revenue may require. The City Clerk is further
52 authorized and empowered to perform any other administrative acts which are
53 consistent with the intent of this Ordinance.
54

55 Section 6 – This Ordinance shall be in full force and effect from and after
56 passage.
57

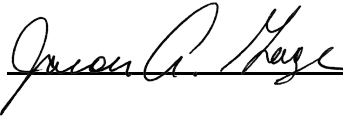
58 Passed at meeting: _____
59

60
61 _____
62 Mayor

63 Attest: _____, City Clerk
64

65 Filed as Ordinance: _____
66

67
68 Approved as to form: , Assistant City Attorney
69

70
71 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 009

FILED: 01-05-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt an ordinance to annex approximately 239 acres of private property into the City of Springfield, generally located at 5544 and 6006 West State Highway 266 and referenced as Annexation A-1-2021. (Staff recommends approval.)

BACKGROUND INFORMATION:

The owners of the private property generally located at 5544 and 6006 West State Highway 266 are requesting annexation into the City of Springfield. The owners of the properties have signed petitions to request annexation into the City of Springfield. The property is within the City of Springfield's Urban Service Area Boundary and is immediately adjacent to the City of Springfield. The applicant intends to retain the golf course and facilitate the development of the vacant 105 acres to the west for a sports complex along with other office, temporary lodging and retail uses. The east portion of the property is currently a golf course with a clubhouse and the western portion of the property is undeveloped and used for agricultural purposes.

City Council is required to hold a public hearing to determine whether the annexation is reasonable and necessary for the proper development of the City and whether the City has the ability to furnish normal city services within a reasonable period of time. If no written objection is filed within fourteen (14) days of the public hearing, the City may annex the property by ordinance without further action.

REMARKS:

The area to be annexed is contiguous to the City of Springfield. See "Exhibit B" for the location of the private property to be annexed.

RECOMMENDATIONS:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because it enhances government efficiencies through rational and simplified city boundaries.
4. The property owners have petitioned the City for annexation.

5. The City will receive sales and property tax revenue upon annexation of this property.

Staff recommends the annexation of this private property.

Submitted by:



R. Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Annexation Schedule

Exhibit A

**LEGAL DESCRIPTION
ANNEXATION A-1-2021**

A TRACT OF LAND, SITUATED IN SECTION 23 OF TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING A PART OF TRACT III DESCRIBED IN DEED BOOK 2010, PAGE 24733-10, DULY RECORDED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 24 OF TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI; THENCE SOUTH $01^{\circ}45'40''$ WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 13.80 FEET TO AN EXISTING CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266; THENCE NORTH $88^{\circ}19'42''$ WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 300.16 FEET TO AN EXISTING IRON PIN; THENCE SOUTH $01^{\circ}45'52''$ WEST A DISTANCE OF 725.80 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE NORTH $88^{\circ}23'16''$ WEST A DISTANCE OF 349.80 FEET; THENCE SOUTH $01^{\circ}45'09''$ WEST A DISTANCE OF 982.89 FEET; THENCE SOUTH $88^{\circ}23'16''$ EAST A DISTANCE OF 650.00 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH $01^{\circ}45'09''$ WEST ALONG SAID EAST LINE 401.41 FEET TO AN EXISTING IRON PIN ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44; THENCE ALONG SAID NORTH RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,433.75 FEET, A DELTA OF $01^{\circ}45'29''$, AN ARC LENGTH OF 136.04 FEET, AND A CHORD WHICH BEARS SOUTH $74^{\circ}24'58''$ WEST HAVING A CHORD DISTANCE OF 136.03 FEET TO AN EXISTING RIGHT OF WAY MARKER FOR CORNER; THENCE SOUTH $75^{\circ}21'06''$ WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 2,655.96 FEET TO AN EXISTING IRON PIN ON THE WEST LINE OF SAID SECTION 24 FOR A CORNER; THENCE NORTH $01^{\circ}38'07''$ EAST ALONG SAID WEST LINE OF SECTION 24 A DISTANCE OF 261.29 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR A CORNER FOR A POINT OF BEGINNING; THENCE NORTH $88^{\circ}47'48''$ WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 23, A DISTANCE OF 1,754.45 TO AN EXISTING IRON PIN FOR THE CORNER; THENCE N $01^{\circ}50'13''$ EAST A DISTANCE OF 1,333.63 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE N $01^{\circ}40'14''$ EAST A DISTANCE OF 1,287.49 FEET TO AN EXISTING IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 266 FOR CORNER; THENCE SOUTH $88^{\circ}53'47''$ EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1,402.32 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR CORNER; THENCE SOUTH $79^{\circ}10'22''$ EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 88.86 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR A CORNER; THENCE SOUTH $88^{\circ}54'54''$ EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 202.35 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR A CORNER; THENCE

SOUTH 32°54'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 100.32 FEET TO A POINT IN THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR A CORNER; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 01°48'27" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1187.07 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°29'45" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1338.95 FEET TO THE POINT OF BEGINNING, AND CONTAINING 105.16 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

AND

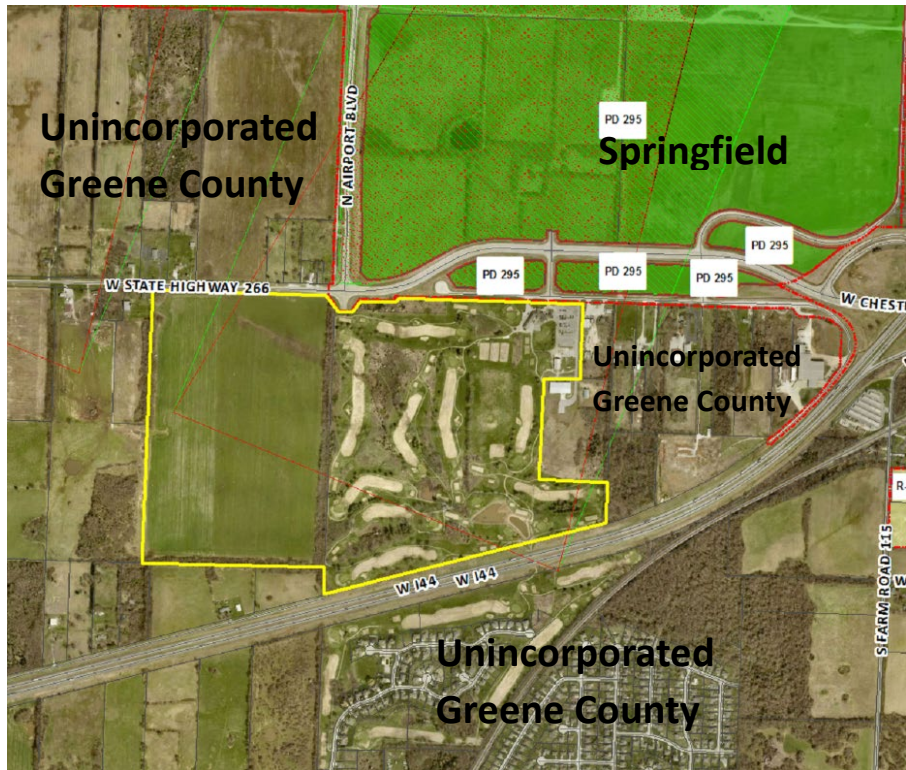
A TRACT OF LAND, SITUATED IN SECTION 24 OF TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING ALL OF TRACT I DESCRIBED IN BEED BOOK 2019, PAGE 3299-19, DULY RECORDED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 01°45'40" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 13.80 FEET TO AN EXISTING CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266; THENCE NORTH 88°19'42" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 300.16 FEET TO AN EXISTING IRON PIN FOR A POINT OF BEGINNING; THENCE SOUTH 01°45'52" WEST A DISTANCE OF 725.80 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE NORTH 88°23'16" WEST A DISTANCE OF 349.80 FEET; THENCE SOUTH 01°45'09" WEST A DISTANCE OF 982.89 FEET; THENCE SOUTH 88°23'16" EAST A DISTANCE OF 650.00 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°45'09" WEST ALONG SAID EAST LINE 401.41 FEET TO AN EXISTING IRON PIN ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44; THENCE ALONG SAID NORTH RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,433.75 FEET, A DELTA OF 01°45'29", AN ARC LENGTH OF 136.04 FEET, AND A CHORD WHICH BEARS SOUTH 74°24'58" WEST HAVING A CHORD DISTANCE OF 136.03 FEET TO AN EXISTING RIGHT OF WAY MARKER FOR CORNER; THENCE SOUTH 75°21'06" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 2,655.96 FEET TO AN EXISTING IRON PIN ON THE WEST LINE OF SAID SECTION 24 FOR CORNER; THENCE NORTH 01°38'07" EAST ALONG SAID WEST LINE OF SECTION 24 A DISTANCE OF 261.29 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR CORNER; THENCE NORTH 01°29'45" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1338.95 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24;

THENCE NORTH 01°48'27" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1187.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266 FOR CORNER; THENCE SOUTH 32°54'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 62.39 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE SOUTH 88°51'45" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 130.06 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE NORTH 35°27'18" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 142.97 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE SOUTH 88°45'05" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 340.59 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE NORTH 01°15'35" EAST A DISTANCE OF 31.08 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266; THENCE SOUTH 88°44'25" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 95.78 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE SOUTH 88°44'47" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 596.63 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE SOUTH 88°25'28" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1,105.54 FEET TO THE POINT OF BEGINNING, AND CONTAINING 133.40 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

Exhibit B

CITY COUNCIL PUBLIC HEARING:

JANUARY 11, 2021



CASE NUMBER:

Annexation A-1-2021

LOCATION:

5544 and 6006 W. State Hwy 266

ACRES:

Approximately 45 acres

EXISTING LAND USE:

Golf course, clubhouse and vacant/undeveloped land

APPLICANT:

J J & J Incorporated and Deer Lake Partners, LLC

STAFF:

Daniel Neal, Senior Planner
864-1036

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve the request to annex the subject property into the City of Springfield as submitted in the staff report

SUMMARY OF REQUEST:

Request to annex approximately 239 acres of private property into the City of Springfield.

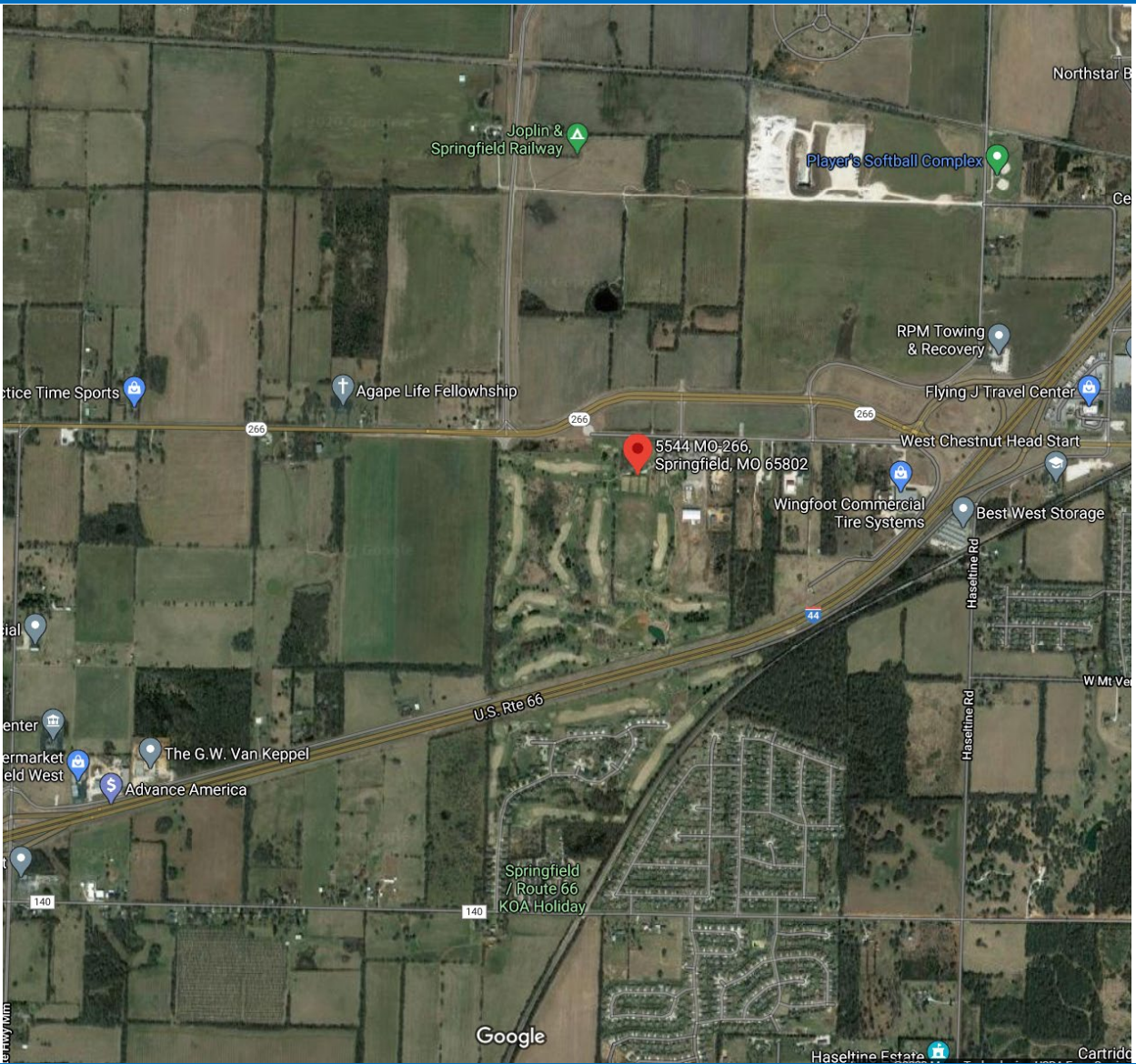
FINDINGS FOR STAFF RECOMMENDATION:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because this annexation will enhance government efficiencies through a rational and simplified city boundary.
4. The City will receive property and sales tax revenue upon annexation of this property.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 295 and County A-1	PAD 1015 and County A-1 and C-2	County C-2 and M-1	County A-1
LAND USE	Agriculture, residential and Vacant/undeveloped land uses	Golf course, residential, vacant/undeveloped and agricultural uses	General commercial and light industrial uses	Agricultural and residential uses

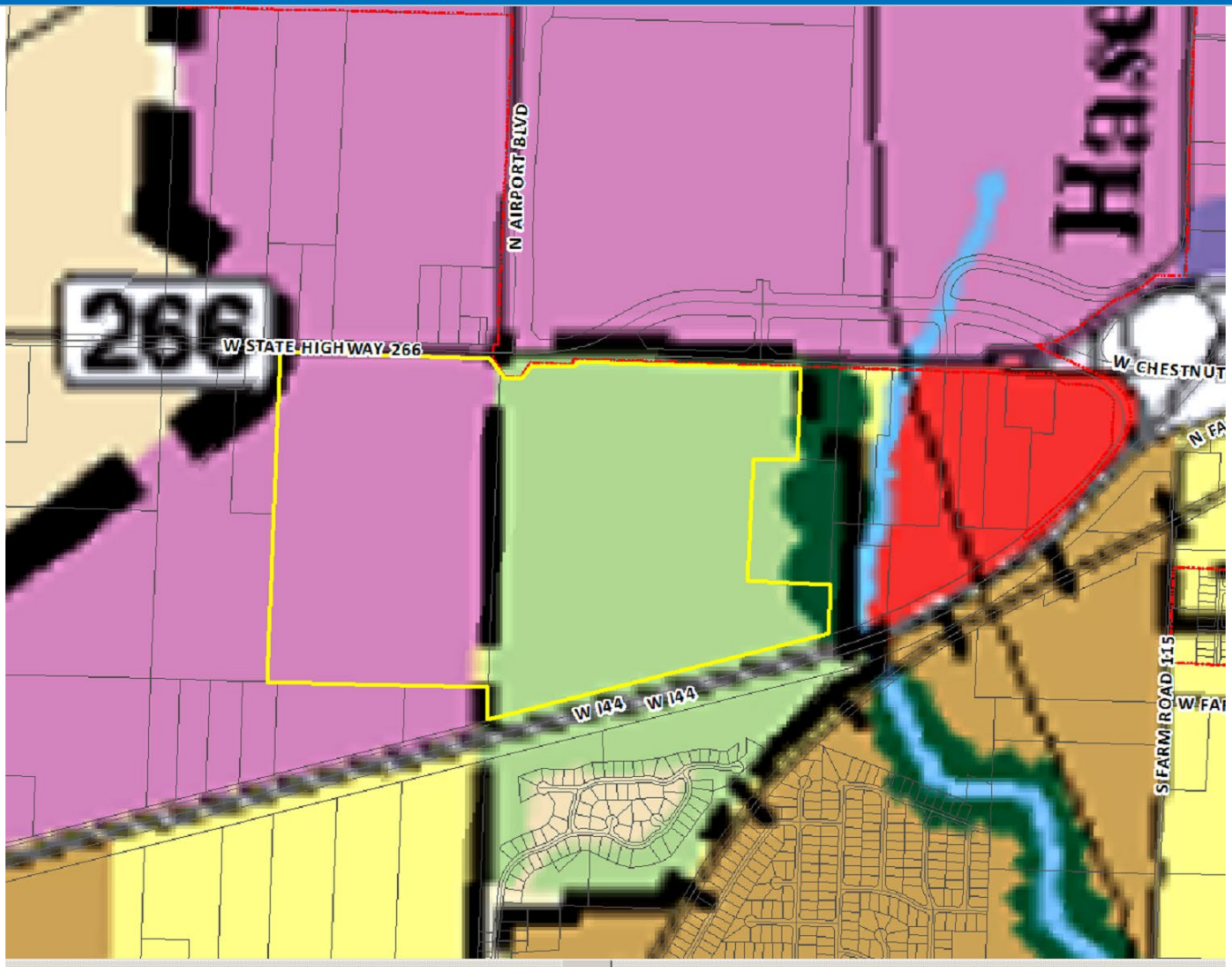
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:

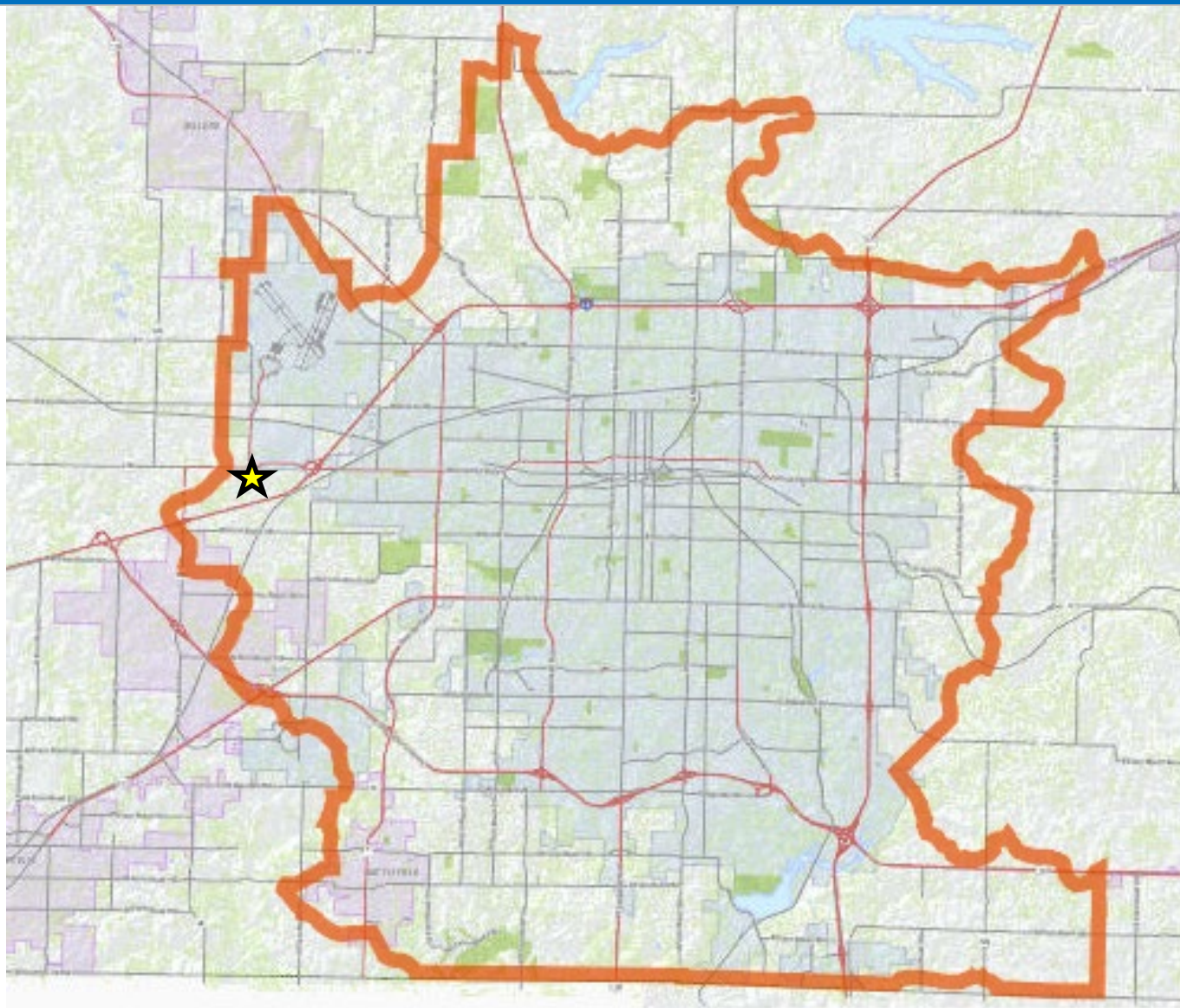


- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse

- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area

- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

URBAN SERVICE AREA:



PROPERTY HISTORY:

The subject property is currently outside the city limits in unincorporated Greene County. The subject property is currently zoned Greene County PAD, Plot Assignment District No. 1015 and 1995.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

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 Golf and Business Park uses. The Business Park category combines elements from the Office and Restricted Industrial District with additional requirements for landscaping and coordinated master planning. It is also located at a major intersection of two expressways (Chestnut and Airport Blvd) which encourages higher intensity developments and near the I-44 and Chestnut Expressway (Emerging) Activity Center where higher intensity development is encouraged. The *Plan* also states that development in this area may increase as sanitary sewer becomes available and serve as an Activity Center for residents in West Springfield.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* states that City annexations should enhance governmental efficiencies through rational and simplified City boundaries and reduce any potential inter-jurisdictional conflict.

STAFF COMMENTS:

1. The applicant is proposing to annex approximately 239 acres of unincorporated property generally located at 5544 and 6006 W. State Highway 266 into the City of Springfield. A rezoning to HC, Highway Commercial District and establishing Conditional Overlay District No. 193 and Airport Overlay District No. 1 & 3 is being processed concurrently with this annexation and will have a public hearing at the same City Council meeting. The east portion of the property is currently a golf course with a clubhouse and the western portion of the property is undeveloped and used for agricultural purposes. The intent of this rezoning application is to retain the golf course and facilitate the development of the vacant 105 acres to the west for a sports complex along with other office, temporary lodging and retail uses.
2. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
3. The proposed annexation and rezoning will allow the subject property to be developed similarly to adjacent properties in the City.
4. The proposed annexation does not contain a floodplain.
5. The proposed annexation does not include public right-of-way.
6. The private property is currently served by the Brookline Fire Protection District.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private property involved in this annexation is attached as Exhibit A.

PUBLIC NOTIFICATION:

The public notice for annexation was advertised in the Daily Events at least 15 days prior to the public hearing. For the rezoning, the property was posted by the applicant at least 10 days prior to the public hearing. For the rezoning, 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: 5 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

AT&T COMMENTS:

AT&T has no objections to the annexation.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No issues with proposed annexation. Note: Billing rates for metered services on affected properties will be reduced by 5% for Electric and 10% for Gas/Water when the annexation has been completed.

CLEAN WATER SERVICES COMMENTS:

No objection to the annexation or rezoning although it needs to be noted that the tract west of the golf course is not currently served by public sewer.

E-911 COMMENTS:

Adding an MSAG request with ATT so this location is covered in the 911 Database.

ECONOMIC DEVELOPMENT COMMENTS:

Additional sales and property tax will be collected if property is rezoned and developed as proposed.

FIRE DEPARTMENT COMMENTS:

1. **Service** – The primary Fire Station responding to this area would be Fire Station #5 located at 2750 W Kearney which is approximately 4.8 miles from the 5544 W Hwy 266 address. Station #8 located at 1405 S Scenic is the secondary station responding to the address which is approximately 5.5 miles from the address.
2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5-mile (ISO diamond) response distance by 3.4 miles for the 1st due unit. ***This will have a potential impact to our ISO rating. Any negative impact resulting from this annexation will be mitigated through the addition of Fire Station 14, forecast for 2026.***
3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by fire apparatus on primary/secondary streets and an assumed travel speed of 55 mph for responses that are primarily on interstate highways. The 1st due company has an estimated total response time of 7 minutes, 35 seconds. The 2nd due company has an estimated total response time of 9 minutes, 40 seconds. It is unlikely the standard of coverage benchmark could be met for single company responses or a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. ***The Department expects that it will not be able to meet the benchmark performance objective for total***

response time for a single unit response or an effective response force. This will impact our accreditation.

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 5	7-8 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Effective Response Force	Stations 1, 2, 5, and 8	12-13 minutes	10 minutes 20 seconds	13 minutes 18 seconds

4. **Water Supply** – Currently there is adequate water supply to service the 5544 W Hwy 266 address. There is currently a fire hydrant at the address served by a 12” main. The 6006 W Hwy 266 portion of the proposed annexation has no water supply currently. A minimum of .4-mile extension of water main will be necessary to reach the northeast corner of the property with additional requirements for hydrants and mains dependent upon location of structures on the property. **Additional infrastructure consistent with the needs of the development and sufficient to meet the requirements for fire suppression water supply and the requirements of the Fire Code would be required.**
5. **Impact** - The Fire Department estimate of impact is based upon comparable facilities in the City to those existing or proposed in the area of annexation. An average of 8 responses per year are anticipated to the golf course area and 3 responses per year to the proposed indoor/outdoor soccer facility. **The Fire Department does not have any concerns with the operational impact to the department or the City of Springfield.**

Fire Department Recommendation: **Upon review, the Fire Department is supportive of this request for annexation.**

MODOT COMMENTS:

No comments.

POLICE DEPARTMENT COMMENTS:

No issues were noted in this annexation.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Traffic has no objection to the annexation of this property.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City’s Transportation Plan classifies W. Chestnut Street as a Local-Commercial Street, W. Chestnut Expressway as an Expressway and W. I-44 as an Interstate. The standard right-of-way width for W Chestnut Street is 30-feet from the centerline, W. Chestnut Expressway is 65-feet from the centerline and right of way width of I-44 is controlled by MoDOT. It appears no additional right-of-way is needed along any of these roadways. A survey is recommended to determine the exact amount of existing right-of-way. W. Chestnut Street is a city-maintained street and W. Chestnut Expressway and W. I-44 are state maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

There are no traffic counts for Chestnut Street as it is classified as a local roadway. Traffic counts on local roadways are done by request only. Traffic counts for W. Chestnut Expressway at Airport Boulevard (the signalized intersection) is a total of 682 during the am peak and 784 during the pm peak hour period.

DRIVEWAY ACCESS

There are three driveway access points onto the property from W. Chestnut Street. Access to this property will be allowed based on existing City of Springfield standards for a local street and access to W. Chestnut Expressway will be determined by MoDOT. No access is allowed to I-44.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Chestnut Street or W. Chestnut Expressway. Sidewalk will be required or a fee in lieu of approved by the ARC if the project meets one of the criteria set forth in Section 36-471 of the Zoning Regulations.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along W. Chestnut Street or W. Chestnut Expressway. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study is required at the time of development that shall be approved by the City and MoDOT. Any improvements required by the Traffic Study must be constructed or funds escrowed prior to issuance of a building permit.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Chestnut Street	Local	No	45	30
Street 2	W. Chestnut Expressway	Expressway	No	65	75
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		383	1,019	11,399	
*Proposed Trips Generated		417	1,188	11,621	
Additional Trips Generated		34	169	222	

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

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

The property is in the Rainer Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention is not allowed and detention will be required. Water quality is required if adding an additional acre of impervious area. The property is not located in a stream buffer area.

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 1 acre or greater, 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. A land disturbance permit will be required if disturbing 1 acre or greater.

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

ANNEXATION SCHEDULE:

ATTACHMENT 2
ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation.....	November 30, 2020
City Council public hearing	January 11, 2021
City Council second reading and vote	January 25, 2021

One-rdg. _____
P. Hrngs. _____
Pgs. 22
Filed: 01-05-21

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 010

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 239 acres of
3 property generally located at 5544 and 6006 West State Highway 266
4 from County Plot Assignment Districts 1015 and 1995, to HC, Highway
5 Commercial District; establishing Conditional Overlay District No. 193; and
6 adopting an updated Official Zoning Map. (Staff and Planning and Zoning
7 Commission both recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 5544 and 6006 West State Highway 266 from County Plot
12 Assignment Districts 1015 and 1995 to HC, Highway Commercial district with
13 Conditional Overlay District No. 193; and
14

15 WHEREAS, Conditional Overlay District No. 193 shall modify the requirements of
16 the Springfield Land Development Code Section 36-422, HC, Highway Commercial
17 district, by requiring that the property described in "Exhibit B" comply with the
18 requirements described in "Exhibit A;" and
19

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

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

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

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

34
35 Section 1 – The property described in "Exhibit B," which is attached hereto and
36 incorporated herein by this reference, is hereby rezoned from County Plot Assignment
37 Districts 1015 and 1995, to HC, Highway Commercial district, with Conditional Overlay
38 District No. 193. Springfield Land Development Code, Section 36-306, 'Official zoning
39 map and rules for interpretation,' is hereby amended, changed and modified consistent
40 with this Ordinance.

41
42 Section 2 – City Council hereby establishes Conditional Overlay District No. 193
43 which shall contain the requirements and standards provided on "Exhibit A," which is
44 attached hereto and incorporated herein by this reference as though set forth herein.
45 The requirements of Conditional Overlay District No. 193 shall modify the requirements
46 of the Springfield Land Development Code Section 36-422, HC, Highway Commercial
47 district, by requiring the property described on "Exhibit B" comply with the requirements
48 contained in "Exhibit A."

49
50 Section 3 – City Council hereby directs the City Manager, or designee, to update
51 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
52 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
53 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
54 rules of interpretation.'

55
56 Section 4 – The Official Zoning Map herein adopted shall be maintained and
57 archived in the same digital form in which this Council has approved its adoption.

58
59 Section 5 – This Ordinance shall be in full force and effect from and after
60 passage.

61
62 Passed at meeting: _____

63
64 _____
65 Mayor

66
67 Attest: _____, City Clerk

68
69
70 Filed as Ordinance: _____

71
72
73 Approved as to form: Kyle T. [Signature], Assistant City Attorney

74
75
76 Approved for Council action: Jason A. [Signature] City Manager

EXPLANATION TO COUNCIL BILL 2021 -010

FILED: 01-05-21

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 239 acres of property generally located at 5544 and 6006 West State Highway 266 from County PAD 1015 and 1995 to HC, Highway Commercial District and establishing Conditional Overlay District No. 193 and Airport Overlay District No. 1 and 3. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-23-2020 & CONDITIONAL OVERLAY DISTRICT NO. 193

The applicant is proposing to rezone approximately 239 acres of property generally located at 5544 and 6006 West State Highway 266 from County PAD 1015 and 1995 to HC, Highway Commercial District and establishing Conditional Overlay District No. 193 and Airport Overlay District No. 1 and 3. These properties are currently in the County; however, an annexation request is being processed concurrently with this rezoning application. The Airport Overlay District is also being amended as part of the proposed development to allow playfields as a conditional use. The intent of this rezoning application is to retain the golf course and facilitate the development of the vacant 105 acres to the west for a sports complex along with other retail, temporary lodging and office uses.

A Conditional Overlay District has been submitted to mitigate any potential impacts of the HC zoning. The requirements of the COD include prohibited uses and a Traffic Impact Study to be submitted at the time of development and approved by MODOT and Public Works. Any additional right-of-way required for State Highway 266 shall be provided at the time of development. Uses shall be restricted to those identified within the Airport Overlay District for all areas falling within its limits, with the exception of those that are already in operation.

The prohibited uses and use limitations will limit the uses in the HC District to those similar to the GR, General Retail District. The applicant is proposing to prohibit nine (9) permitted uses and seven (7) conditional uses that are typically allowed in the HC District. They are also adding the Use Limitation that all outdoor automobile parking areas used for the purpose of retail or wholesale storage, lease or sale of motorized or commercial vehicles shall be prohibited.

REMARKS:

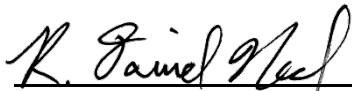
The Planning and Zoning Commission held a public hearing on December 17, 2020, and recommended to approve, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. 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 Golf and Business Park uses. It is also located at a major intersection of two expressways (Chestnut and Airport Blvd) which encourages higher intensity developments and near the I-44 and Chestnut Expressway (Emerging) Activity Center where higher intensity development is encouraged.
2. The requested HC, Highway Commercial zoning is consistent with the existing PD, County C-2 and M-1 zoning to the north and east of the subject property.
3. A Conditional Overlay District has been submitted to mitigate any potential negative impacts of the Highway Commercial District.

Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

- Exhibit A, Conditional Overlay District Provisions
- Exhibit B, Legal Description
- Exhibit C, Record of Proceedings
- Exhibit D, Development Review Staff Report

ATTACHMENTS:

- Attachment 1: Department Comments
- Attachment 2: Conditional Overlay District Provisions
- Attachment 3: Neighborhood Correspondence

Exhibit A

CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-23-2020 & CONDITIONAL OVERLAY DISTRICT NO. 193

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

1. A traffic study, in a format acceptable to the City and MoDOT, shall be required at the time of development.
2. Uses shall be restricted to those identified within the Airport Overlay District for all areas falling within its limits, with the exception of those that are already in operation.
3. All lighting shall be shielded to prevent visual impairment of approaching or departing aircraft.
4. Any additional Right-of-Way required for State Highway 266 shall be provided at the time of development.
5. The following uses shall be prohibited from the permitted uses allowed under the Highway Commercial District:
 - a. Automobile washing businesses, including automatic, coin-operated, and moving-line facilities.
 - b. Campgrounds and recreational vehicle parks.
 - c. Commercial off-street parking lots and structures.
 - d. Household resource recovery collection centers, screened from all residential districts and public rights-of-way in conformance with section 36-480, screening and fencing.
 - e. Manufactured housing (mobile home) and trailer sales, leasing and service with no storage.
 - f. Medical marijuana cultivation facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.

- g. Overnight shelters or transitional service shelters for 50 or fewer residents, which are located at least 500 feet from a residential district, as measured from property lines provided that no overnight shelter or transitional service shelter shall locate within a 2,000-foot radius of another transitional service shelter, soup kitchen, overnight shelter, substance abuse treatment facility or community correctional facility as measured from property lines, in accordance with subsection 36-363(10)(b)5. In no event shall a certificate of occupancy be issued for a transitional service shelter herein if it is less than 1,000 feet from an elementary or secondary school as measured from property lines.
 - h. Public or private vehicle and boat storage garages, yards or lots.
 - i. Self-service storage facilities.
- 6. The following uses shall be prohibited from the conditional uses allowed under the Highway Commercial District:
 - a. Body and fender repair and paint shops.
 - b. Go-cart tracks.
 - c. Medical marijuana cultivation facility when located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed, and subject to all other requirements in section 36-474, medical marijuana facilities.
 - d. Overnight or transitional service shelters for 50 or fewer residents, which are located within 500 feet from a residential district, as measured from property lines provided that no overnight shelter, transitional service shelter or soup kitchen may locate within 2,000 feet of any other overnight shelter, transitional service shelter, soup kitchen, substance abuse treatment facility or community corrections facility, as measured from property lines, in accordance with subsection 36-363(10)(b)5.
 - e. Pest control services with a retail component provided that at least 50 percent of the floor area of the business is devoted to retail sales and related support areas and that all service vehicles associated with the business are located behind the front building line.
 - f. Soup kitchens.
 - g. Truck stops.

7. Use Limitations:

- a. All outdoor automobile parking areas used for the purpose of retail or wholesale storage, lease or sale of motorized or commercial vehicles shall be prohibited. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-422(2), permitted uses, as follows:
 - i. If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted, provided they meet the provisions of, and a conditional use permit is issued pursuant to section 36-363, conditional use permits, of this article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services.
 - ii. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services.

Exhibit B

LEGAL DESCRIPTION
ZONING CASE Z-23-2020 & CONDITIONAL OVERLAY DISTRICT NO. 193

A TRACT OF LAND, SITUATED IN SECTION 23 OF TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING A PART OF TRACT III DESCRIBED IN DEED BOOK 2010, PAGE 24733-10, DULY RECORDED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 24 OF TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI; THENCE SOUTH $01^{\circ}45'40''$ WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 13.80 FEET TO AN EXISTING CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266; THENCE NORTH $88^{\circ}19'42''$ WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 300.16 FEET TO AN EXISTING IRON PIN; THENCE SOUTH $01^{\circ}45'52''$ WEST A DISTANCE OF 725.80 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE NORTH $88^{\circ}23'16''$ WEST A DISTANCE OF 349.80 FEET; THENCE SOUTH $01^{\circ}45'09''$ WEST A DISTANCE OF 982.89 FEET; THENCE SOUTH $88^{\circ}23'16''$ EAST A DISTANCE OF 650.00 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH $01^{\circ}45'09''$ WEST ALONG SAID EAST LINE 401.41 FEET TO AN EXISTING IRON PIN ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44; THENCE ALONG SAID NORTH RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,433.75 FEET, A DELTA OF $01^{\circ}45'29''$, AN ARC LENGTH OF 136.04 FEET, AND A CHORD WHICH BEARS SOUTH $74^{\circ}24'58''$ WEST HAVING A CHORD DISTANCE OF 136.03 FEET TO AN EXISTING RIGHT OF WAY MARKER FOR CORNER; THENCE SOUTH $75^{\circ}21'06''$ WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 2,655.96 FEET TO AN EXISTING IRON PIN ON THE WEST LINE OF SAID SECTION 24 FOR A CORNER; THENCE NORTH $01^{\circ}38'07''$ EAST ALONG SAID WEST LINE OF SECTION 24 A DISTANCE OF 261.29 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR A CORNER FOR A POINT OF BEGINNING; THENCE NORTH $88^{\circ}47'48''$ WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 23, A DISTANCE OF 1,754.45 TO AN EXISTING IRON PIN FOR THE CORNER; THENCE N $01^{\circ}50'13''$ EAST A DISTANCE OF 1,333.63 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE N $01^{\circ}40'14''$ EAST A DISTANCE OF 1,287.49 FEET TO AN EXISTING IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 266 FOR CORNER; THENCE SOUTH $88^{\circ}53'47''$ EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1,402.32 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR CORNER; THENCE SOUTH $79^{\circ}10'22''$ EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 88.86 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR A CORNER; THENCE SOUTH $88^{\circ}54'54''$ EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 202.35 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR A CORNER; THENCE

SOUTH 32°54'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 100.32 FEET TO A POINT IN THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR A CORNER; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 01°48'27" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1187.07 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°29'45" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1338.95 FEET TO THE POINT OF BEGINNING, AND CONTAINING 105.16 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.
AND

A TRACT OF LAND, SITUATED IN SECTION 24 OF TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING ALL OF TRACT I DESCRIBED IN BEED BOOK 2019, PAGE 3299-19, DULY RECORDED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 01°45'40" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 13.80 FEET TO AN EXISTING CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266; THENCE NORTH 88°19'42" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 300.16 FEET TO AN EXISTING IRON PIN FOR A POINT OF BEGINNING; THENCE SOUTH 01°45'52" WEST A DISTANCE OF 725.80 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE NORTH 88°23'16" WEST A DISTANCE OF 349.80 FEET; THENCE SOUTH 01°45'09" WEST A DISTANCE OF 982.89 FEET; THENCE SOUTH 88°23'16" EAST A DISTANCE OF 650.00 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°45'09" WEST ALONG SAID EAST LINE 401.41 FEET TO AN EXISTING IRON PIN ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44; THENCE ALONG SAID NORTH RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,433.75 FEET, A DELTA OF 01°45'29", AN ARC LENGTH OF 136.04 FEET, AND A CHORD WHICH BEARS SOUTH 74°24'58" WEST HAVING A CHORD DISTANCE OF 136.03 FEET TO AN EXISTING RIGHT OF WAY MARKER FOR CORNER; THENCE SOUTH 75°21'06" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 2,655.96 FEET TO AN EXISTING IRON PIN ON THE WEST LINE OF SAID SECTION 24 FOR CORNER; THENCE NORTH 01°38'07" EAST ALONG SAID WEST LINE OF SECTION 24 A DISTANCE OF 261.29 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR CORNER; THENCE NORTH 01°29'45" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1338.95 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24; THENCE NORTH 01°48'27" EAST ALONG THE WEST LINE OF SAID NORTHWEST

QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1187.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266 FOR CORNER; THENCE SOUTH 32°54'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 62.39 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE SOUTH 88°51'45" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 130.06 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE NORTH 35°27'18" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 142.97 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE SOUTH 88°45'05" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 340.59 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE NORTH 01°15'35" EAST A DISTANCE OF 31.08 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266; THENCE SOUTH 88°44'25" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 95.78 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE SOUTH 88°44'47" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 596.63 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE SOUTH 88°25'28" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1,105.54 FEET TO THE POINT OF BEGINNING, AND CONTAINING 133.40 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

Exhibit C

**RECORD OF PROCEEDINGS
ZONING CASE Z-23-2020 & CONDITIONAL OVERLAY DISTRICT NO. 193
Planning and Zoning Commission – December 17, 2020**

Z-23-2020 w/COD #193

5544 West State Highway 266

Applicant: JJ&J Incorporated & Deer Lake Partners, LLC

Mr. Hosmer stated that this is a request to rezone approximately 239 acres of property generally located at 5544 and 6006 W. State Hwy 266 from County PAD 1015 and 1995 to HC, Highway Commercial District and establishing Conditional Overlay District No. 193 and Airport Overlay District No. 1 & 3. This application is consistent with the Comprehensive Plan, which identifies the property as appropriate for Golf and Business Park uses. Activity Center (Emerging) at I-44 and Chestnut Expressway. An annexation is being processed with the zoning. The Transportation Plan classifies Chestnut Street as a Local-Commercial Street, Chestnut Expressway as an Expressway. A Traffic Impact Study is required at the time of development. The property is not located in a FEMA designated floodplain or a stream buffer area. There is a sinkhole on the property. A fee in lieu of on-site stormwater detention is not allowed, and detention is required. The COD will only allow GR uses and adopt the same use limitations as those in the GR, General Retail District. The intent of this rezoning application is to retain the golf course and facilitate the development of the vacant 105 acres to the west for a sports complex along with other retail, temporary lodging and office uses. Staff recommends approval.

Mr. King Coltrin asked if they are rezoning due to annexation.

Mr. Hosmer stated they are rezoning to match up with the county.

Mr. Doennig opened the public hearing.

Mr. Jared Rasmussen, representative noted that this has been rezoned three years ago and trying to find a use as a gateway to the community and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Ms. Cox motioned to **approve** item Z-23-2020 w/COD #193 (5544 West State Highway 266). Ms. Ogilvy seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Cox, and Jobe, Thomas and Shuler. Nays: None. Abstain: None. Absent: Broekhoven and Rose.



Bob Hosmer, AICP
Planning Manager

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING: CITY COUNCIL PUBLIC HEARING:

December 17, 2020

January 11, 2021

CASE: Z-23-2020 w/COD #193

ACRES: Approximately 239 acres

LOCATION: 5544 and 6006 W. State Hwy 266

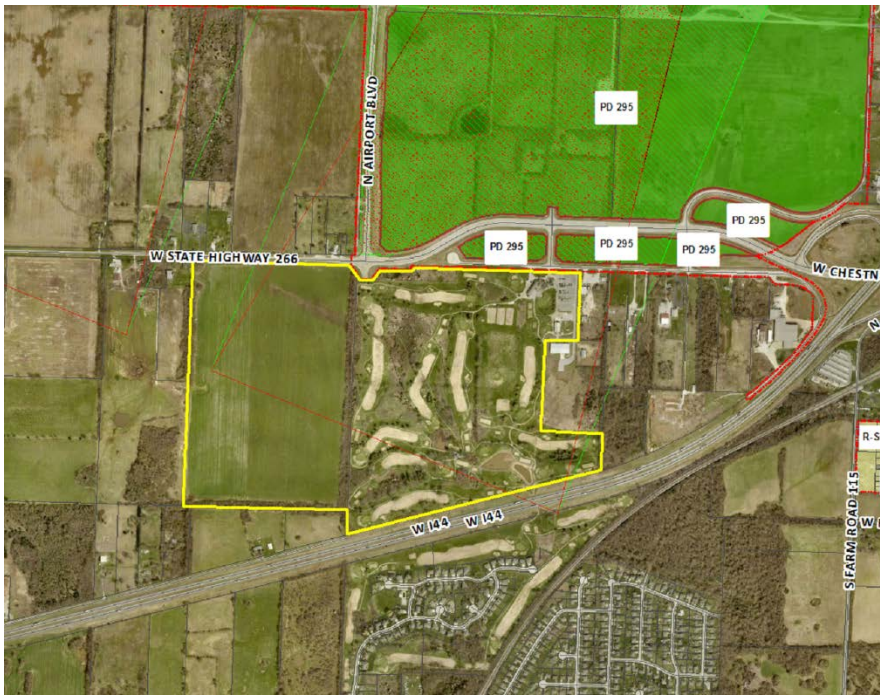
EXISTING LAND USE: Golf course and vacant/undeveloped land

APPLICANT: Deer Lake Partners, LLC and J J & J Incorporated

STAFF: Daniel Neal, Senior Planner
417-864-1036

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).



SUMMARY OF REQUEST:

Request to rezone approximately 239 acres of property generally located at 5544 and 6006 W. State Hwy 266 from County PAD 1015 and 1995 to HC, Highway Commercial District and establishing Conditional Overlay District No. 193 and Airport Overlay District No. 1 & 3.

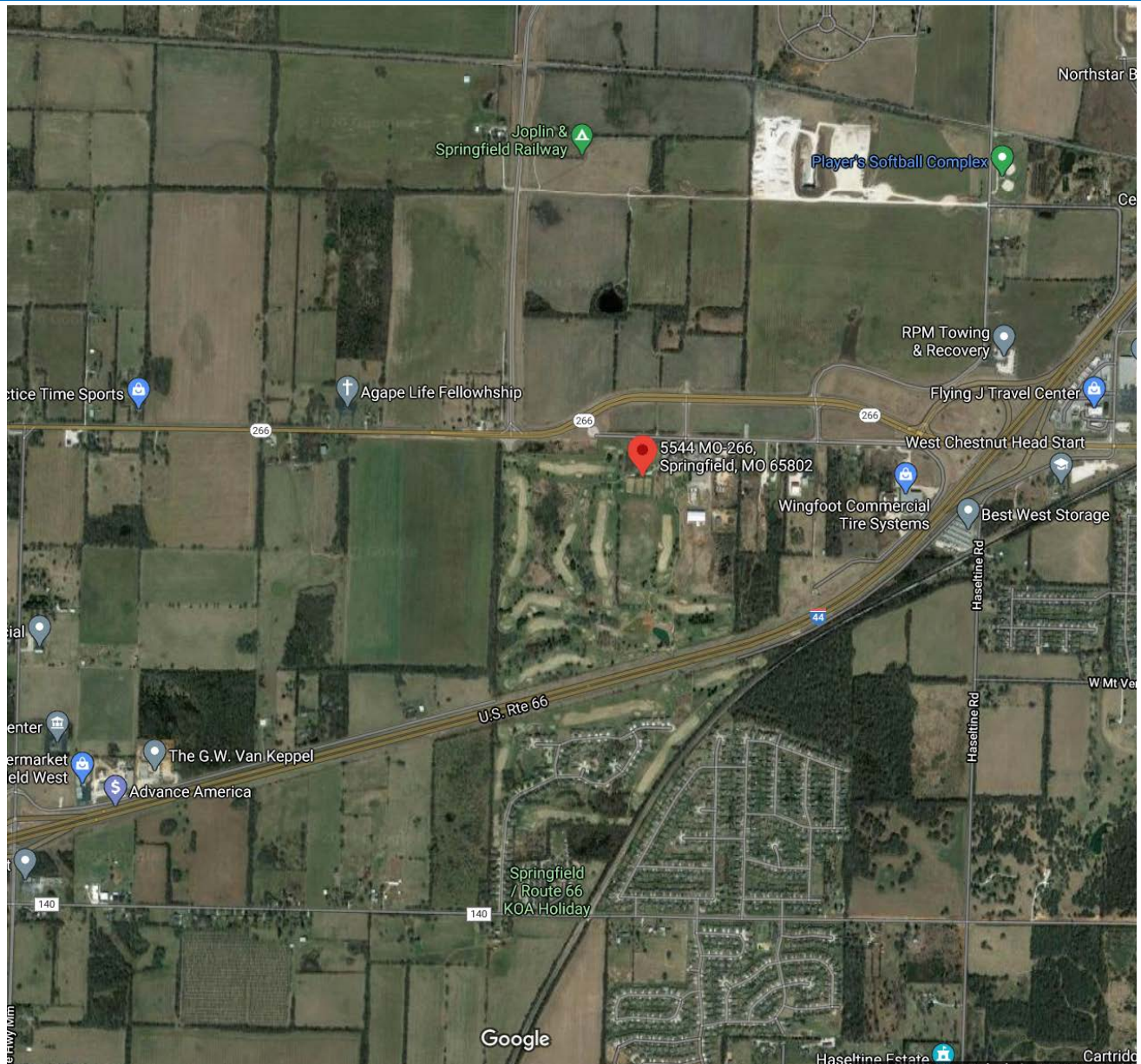
FINDINGS FOR STAFF RECOMMENDATIONS:

1. 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 Golf and Business Park uses. It is also located at a major intersection of two expressways (Chestnut and Airport Blvd) which encourages higher intensity developments and near the I-44 and Chestnut Expressway (Emerging) Activity Center where higher intensity development is encouraged.
2. The requested HC, Highway Commercial zoning is consistent with the existing PD, County C-2 and M-1 zoning to the north and east of the subject property.
3. A Conditional Overlay District has been submitted to mitigate any potential negative impacts of the Highway Commercial District.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 295 and County A-1	PAD 1015 and County A-1 and C-2	County C-2 and M-1	County A-1
LAND USE	Agriculture, residential and Vacant/undeveloped land uses	Golf course, residential, vacant/undeveloped and agricultural uses	General commercial and light industrial uses	Agricultural and residential uses

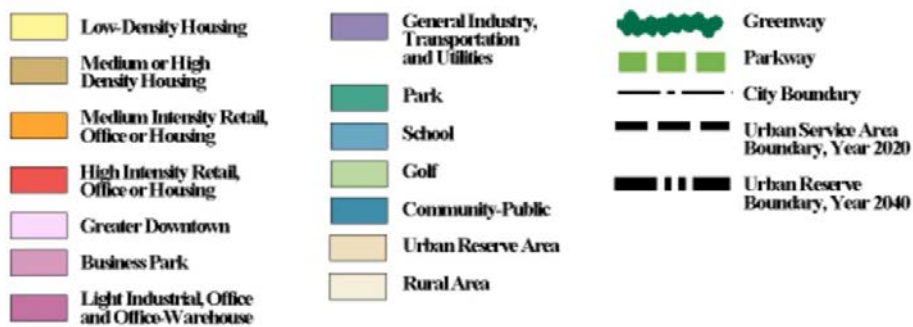
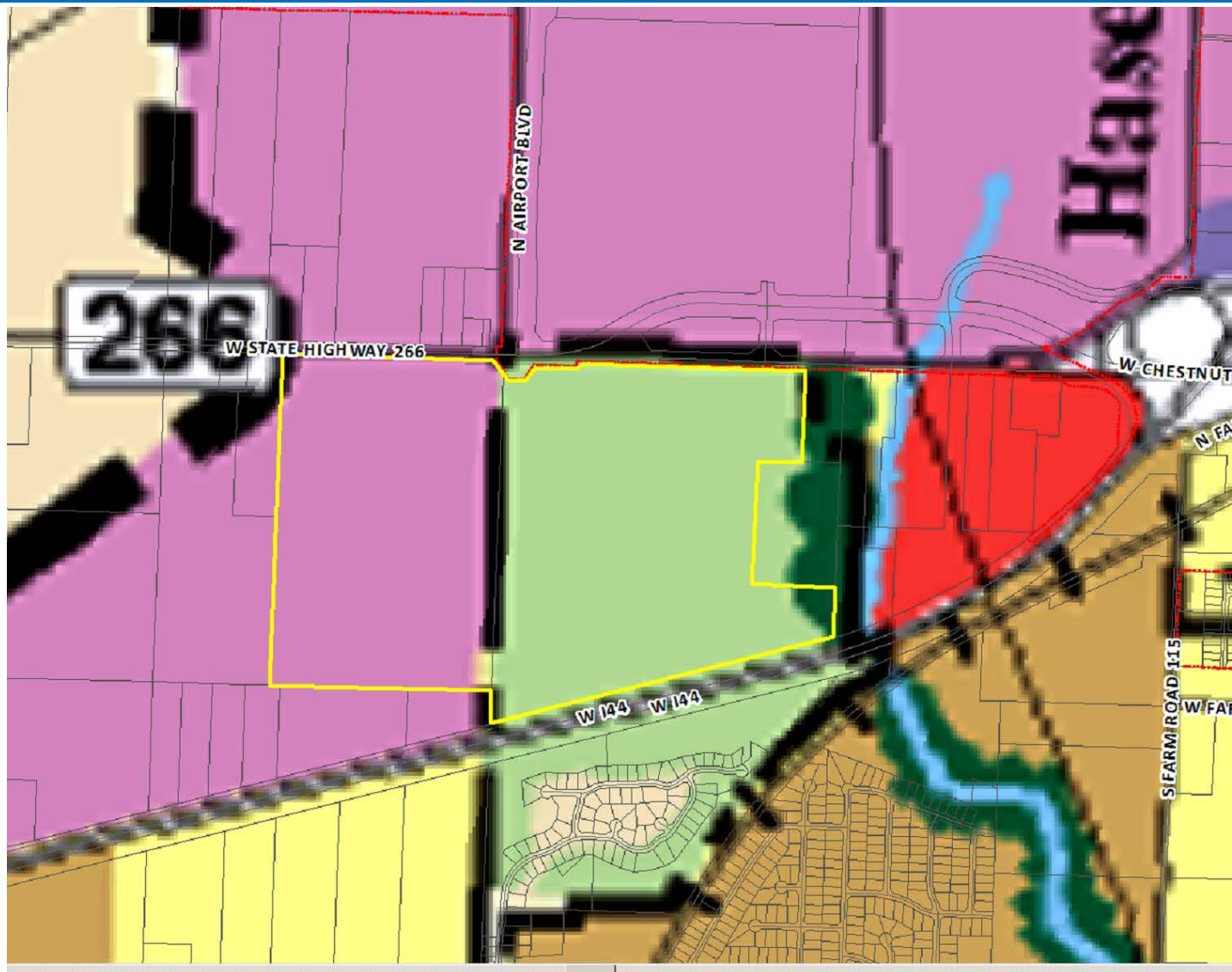
SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property is currently located in Greene County and zoned County Plot Assignment District No. 1015 and 1995. The rezoning is being processed concurrently with an annexation and will have a public hearing during the same City Council meetings.

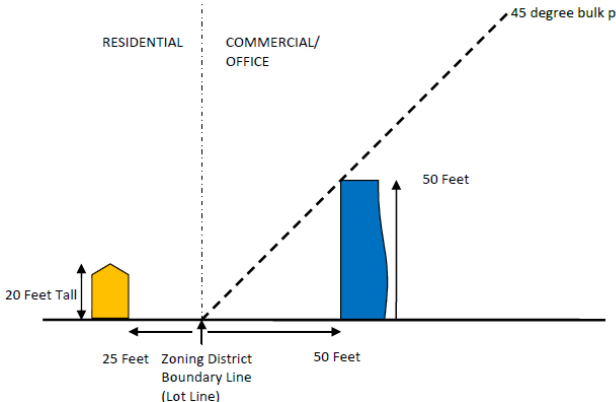
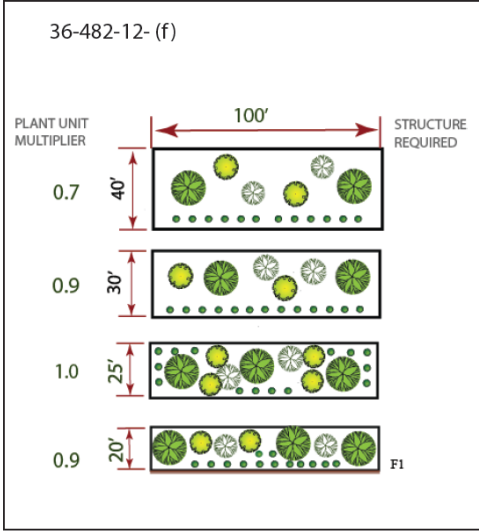
PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

- (a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:
1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
 2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
 3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
 4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
 5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
 6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
 7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
 8. Information submitted at the public hearing.

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR HC
Minimum Yard Requirements	<i>Front yard:</i> 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.
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum Open Space	Not less than 20 percent.
BULK PLANE	BUFFERYARD AND LANDSCAPING
30-degree bulk plane is required from the boundaries of a R-SF zoning district. 	36-482-12- (f) 

COMPATIBILITY WITH COMPREHENSIVE PLAN:

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 Golf and Business Park uses. The Business Park category combines elements from the Office and Restricted Industrial District with additional requirements for landscaping and coordinated master planning. It is also located at a major intersection of two expressways (Chestnut and Airport Blvd) which encourages higher intensity developments and near the I-44 and Chestnut Expressway (Emerging) Activity Center where higher intensity development is encouraged. The *Plan* also states that development in this area may increase as sanitary sewer becomes available and serve as an Activity Center for residents in West Springfield.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 239 acres of property generally located at 5544 and 6006 W. State Hwy 266 from County PAD 1015 and 1995 to HC, Highway Commercial District and establishing Conditional Overlay District No. 193 and Airport Overlay District No. 1 & 3. These properties are currently in the County; however, an annexation request is being processed concurrently with this rezoning application. The Airport Overlay District is also being amended as part of the proposed development to allow playfields as a conditional use. The intent of this rezoning application is to retain the golf course and facilitate the development of the vacant 105 acres to the west for a sports complex along with other retail, temporary lodging and office uses.
2. The current zoning of majority of the existing golf course is Plot Assignment District 1015 which allows for golf course and clubhouse/restaurant uses. The west 143 acres was rezoned in 2017 to County Plot Assignment District 1995 PAD 1995 allows for the extension of Airport Boulevard and a mixture of uses that include County C-2, General Commercial District uses along State Highway 266, County R-3 multi-family residential uses, County R-2, one and two family residence uses and additional golf course uses. There is also approximately 9 acres of public right-of-way and streets to be dedicated and constructed.
3. The proposed HC District with COD #193 will allow for the same commercial and golf course uses as the existing County PADs; however, it does not allow for standalone multi-family residential uses. Residential uses must be part of a mixed-use development and must be in areas outside of the Airport Overlay districts. The Highway Commercial district is intended for commercial uses which depend upon high visibility, generate high traffic volumes, or cater to the traveling public. These characteristics dictate that this district be located along or at the intersections of arterial classification streets or along frontage roads adjacent to the interstate or other limited-access streets.
4. A Conditional Overlay District has been submitted to mitigate any potential impacts of the HC zoning. The requirements of the COD include prohibited uses and a Traffic Impact Study to be submitted at the time of development and approved by MODOT and Public Works. Any additional right-of-way required for State Highway 266 shall be provided at the time of development. Uses shall be restricted to the those identified within the Airport Overlay District for all areas falling within its limits, with the exception of those that are already in operation.
5. The prohibited uses and use limitations will limit the uses in the HC District to those similar to the GR, General Retail District. The applicant is proposing to prohibit nine (9) permitted uses and seven (7) conditional uses that are typically allowed in the HC District. They are also adding the Use Limitation that all outdoor automobile parking areas used for the purpose of retail or wholesale storage, lease or sale of motorized or commercial vehicles shall be prohibited. The following uses will be prohibited from the HC District:
 - a. Automobile washing businesses, including automatic, coin-operated, and moving-line facilities.
 - b. Campgrounds and recreational vehicle parks.
 - c. Commercial off-street parking lots and structures.
 - d. Household resource recovery collection centers, screened from all residential districts and public rights-of-way in conformance with section 36-480, screening and fencing.
 - e. Manufactured housing (mobile home) and trailer sales, leasing and service with no storage.
 - f. Medical marijuana cultivation facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
 - g. Overnight shelters or transitional service shelters for 50 or fewer residents, which are located at least 500 feet from a residential district, as measured from property lines provided that no overnight shelter or transitional service shelter shall locate within a 2,000-foot radius of another transitional service shelter,

soup kitchen, overnight shelter, substance abuse treatment facility or community correctional facility as measured from property lines, in accordance with subsection 36-363(10)(b)5. In no event shall a certificate of occupancy be issued for a transitional service shelter herein if it is less than 1,000 feet from an elementary or secondary school as measured from property lines.

- h. Public or private vehicle and boat storage garages, yards or lots.
- i. Self-service storage facilities.
- j. Body and fender repair and paint shops.
- k. Go-cart tracks.
- l. Medical marijuana cultivation facility when located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed, and subject to all other requirements in section 36-474, medical marijuana facilities.
- m. Overnight or transitional service shelters for 50 or fewer residents, which are located within 500 feet from a residential district, as measured from property lines provided that no overnight shelter, transitional service shelter or soup kitchen may locate within 2,000 feet of any other overnight shelter, transitional service shelter, soup kitchen, substance abuse treatment facility or community corrections facility, as measured from property lines, in accordance with subsection 36-363(10)(b)5.
- n. Pest control services with a retail component provided that at least 50 percent of the floor area of the business is devoted to retail sales and related support areas and that all service vehicles associated with the business are located behind the front building line.
- o. Soup kitchens.
- p. Truck stops.

- 6. The applicant has not included a site plan as part of the proposed rezoning and COD.
- 7. The requested HC, Highway Commercial zoning is consistent with the County C-2 and M-1 zoning to the north and east of the subject property.
- 8. The subject properties are currently unplatted and any subdivision of the property will require a major subdivision process to be reviewed and approved by Planning and Zoning Commission and City Council.
- 9. The proposed rezoning was reviewed by City departments, whose comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

Neighborhood meetings have been cancelled due to the Mayor's Proclamation of Civil Emergency. Property owners and residents were mailed a comment card to provide their comments (Attachment 3).

PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet: Mailed: 13 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

Clean Water Services has no objections to the proposed rezoning; however it needs to be noted that the tract west of the golf course is not served by public sewer and will require public improvements extend sewer onsite.

Also note that PREDEV2020-00256 comments requested the following; Submit the proposed peak and average flow rates as soon as possible in order to determine the impact on the collection system.

FIRE DEPARTMENT:

Fire has no issues with the proposed rezoning.

CITY UTILITIES:

City Utilities has no issues with the proposed rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the Rainer Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention is not allowed and detention will be required. Water quality is required if adding an additional acre of impervious area. The property is not located in a stream buffer area.

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 1 acre or greater, 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. A land disturbance permit will be required if disturbing 1 acre or greater.

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

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Chestnut Street as a Local-Commercial Street, W. Chestnut Expressway as an Expressway and W. I-44 as an Interstate. The standard right-of-way width for W Chestnut Street is 30-feet from the centerline, W. Chestnut Expressway is 65-feet from the centerline and right of way width of I-44 is controlled by MoDOT. It appears no additional right-of-way is needed along any of these roadways. A survey is recommended to determine the exact amount of existing right-of-way. W. Chestnut Street is a city-maintained street and W. Chestnut Expressway and W. I-44 are state maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

There are no traffic counts for Chestnut Street as it is classified as a local roadway. Traffic counts on local roadways are done by request only. Traffic counts for W. Chestnut Expressway at Airport Boulevard (the signalized intersection) is a total of 682 during the am peak and 784 during the pm peak hour period.

DRIVEWAY ACCESS

There are three driveway access points onto the property from W. Chestnut Street. Access to this property will be allowed based on existing City of Springfield standards for a local street and access to W. Chestnut Expressway will be determined by MoDOT. No access is allowed to I-44.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Chestnut Street or W. Chestnut Expressway. Sidewalk will be required or a fee in lieu of approved by the ARC if the project meets one of the criteria set forth in Section 36-471 of the Zoning Regulations.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along W. Chestnut Street or W. Chestnut Expressway. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study is required at the time of development that shall be approved by the City and MoDOT. Any improvements required by the Traffic Study must be constructed or funds escrowed prior to issuance of a building permit.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Chestnut Street	Local	No	45	30
Street 2	W. Chestnut Expressway	Expressway	No	65	75
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		383	1,019	11,399	
*Proposed Trips Generated		417	1,188	11,621	
Additional Trips Generated		34	169	222	

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

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-23-2020 & CONDITIONAL OVERLAY DISTRICT NO. 193

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

1. A traffic study, in a format acceptable to the City and MoDOT, shall be required at the time of development.
2. Uses shall be restricted to the those identified within the Airport Overlay District for all areas falling within its limits, with the exception of those that are already in operation.
3. All lighting shall be shielded to prevent visual impairment of approaching or departing aircraft.
4. Any additional Right-of-Way required for State Highway 266 shall be provided at the time of development.
5. The following uses shall be prohibited from the permitted uses allowed under the Highway Commercial District:
 - a. Automobile washing businesses, including automatic, coin-operated, and moving-line facilities.
 - b. Campgrounds and recreational vehicle parks.
 - c. Commercial off-street parking lots and structures.
 - d. Household resource recovery collection centers, screened from all residential districts and public rights-of-way in conformance with section 36-480, screening and fencing.
 - e. Manufactured housing (mobile home) and trailer sales, leasing and service with no storage.
 - f. Medical marijuana cultivation facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
 - g. Overnight shelters or transitional service shelters for 50 or fewer residents, which are located at least 500 feet from a residential district, as measured from property lines provided that no overnight shelter or transitional service shelter shall locate within a 2,000-foot radius of another transitional service shelter, soup kitchen, overnight shelter, substance abuse treatment facility or community correctional facility as measured from property lines, in accordance with subsection 36-363(10)(b)5. In no event shall a certificate of occupancy be issued for a transitional service shelter herein if it is less than 1,000 feet from an elementary or secondary school as measured from property lines.
 - h. Public or private vehicle and boat storage garages, yards or lots.
 - i. Self-service storage facilities.
6. The following uses shall be prohibited from the conditional uses allowed under the Highway Commercial District:
 - a. Body and fender repair and paint shops.
 - b. Go-cart tracks.

- c. Medical marijuana cultivation facility when located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed, and subject to all other requirements in section 36-474, medical marijuana facilities.
- d. Overnight or transitional service shelters for 50 or fewer residents, which are located within 500 feet from a residential district, as measured from property lines provided that no overnight shelter, transitional service shelter or soup kitchen may locate within 2,000 feet of any other overnight shelter, transitional service shelter, soup kitchen, substance abuse treatment facility or community corrections facility, as measured from property lines, in accordance with subsection 36-363(10)(b)5.
- e. Pest control services with a retail component provided that at least 50 percent of the floor area of the business is devoted to retail sales and related support areas and that all service vehicles associated with the business are located behind the front building line.
- f. Soup kitchens.
- g. Truck stops.

7. Use Limitations:

- a. All outdoor automobile parking areas used for the purpose of retail or wholesale storage, lease or sale of motorized or commercial vehicles shall be prohibited. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-422(2), permitted uses, as follows:
 - i. If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted, provided they meet the provisions of, and a conditional use permit is issued pursuant to section 36-363, conditional use permits, of this article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services.
 - ii. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services.

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

DATE:	11-15-2020	Telephone No.	417-827-3884
YOUR NAME:	DON BERRY		
YOUR ADDRESS:	5841 W Alexa Lane		
PROJECT ADDRESS:	Highway Commercial (HC) Zoning District State Hwy 266		
COMMENTS:	The traffic and aircraft noise is at a max with NO Buffers for air traffic and the additional traffic which will be influenced by the new Amazon construction. Buffer walls must be in place and the congestion for traffic on 266 in highways are already too high, Adding new business to an area which has currently been residential should not be allowed as it appears that the zoning commission is very interested in increasing commercial interests in this area.		

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

Application for Zoning Map Amendment & Planned Developments

*Fees are non-refundable

One-rdg. _____
P. Hmgs. _____
Pgs. 3
Filed: 01-05-21

Sponsor: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 011

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Springfield City Code, Chapter 36, 'Land Development Code,' Article
2 IV. – 'Building Trades Examination and Certification Board,' Division 6.
3 – 'Fees and Licenses,' Sections 36-544(b) and 36-545(a) to shorten
4 the renewal period for trade certifications, registrations, and licenses
5 from six months to three months.
6
7

8 WHEREAS, the Building Trades Examination and Certification Board has voted
9 to recommend shortening the renewal period for trade certifications, registrations, and
10 licenses from six months to three months; and
11

12 WHEREAS, City Council finds that the board recommendations are based on
13 board experience and will enhance competence and accountability among those the
14 board certifies, registers, and licenses.
15

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

19 Section 1 – Chapter 36, 'Land Development Code,' of the Springfield City Code
20 is hereby amended as follows:
21

22 NOTE: Language to be added is underlined, and language to be deleted is
23 ~~stricken~~.
24

25 ARTICLE IV. – Building Trades Examination and Certification Board
26

27 DIVISION 6. – Fees and Licenses
28

29 Sec. 36-544. - Certification, registration, and license fees.
30

31 (b) *Renewal of master, journeyman certifications and/or apprentice registrations.* Trade
32 Certification renewals for Journeymen & Masters, and Apprentice registrations, are due

on an annual basis beginning on January 1 for the calendar year issued. The renewal period is January 1 to ~~June 30~~ March 31 of that calendar year.

36-545. – Effects of failure to renew trade certificate or registration.

(a) Any certificate holder or registrant, who fails to renew his certificate or registration annually and allows same to remain unrenewed after ~~June 30~~ March 31 must submit an original application to the board. The board may require the candidate to re-test or may approve the candidate to be reinstated.

Section 2 – This Ordinance will be in effect from the date of its passage.

Passed at Meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to Form: Duke M. Donald, Assistant City Attorney

Approved for Council Action: Jason C. Hays City Manager

EXPLANATION TO COUNCIL BILL 2021-011

FILED: 01-05-21

ORIGINATING DEPARTMENT: Building Development Services

PURPOSE: Amending Article IV. – ‘Building Trades Examination and Certification Board,’ Division 6 ‘Fees and Licenses,’ Section 36-544 – ‘Certification, registration, and license fees,, Subsection (b) and Section 36-545 – ‘Effects of failure to renew trade certificate or registration,’ Subsection (a). (Recommended by the Examination Board.)

BACKGROUND AND REMARKS: The Examination Board has voted to reduce the renewal period from 6 months (June 30) to 3 months making the new renewal period January 1 through March 31 of that calendar year and revise the failure to renew their certificate to reflect the same. Building Development Services will be sending out the new date of renewal to all Masters, Journeymen and Apprentices, registered with the City of Springfield as a licensed tradesperson, with the annual renewal application mailing.

The new section 36-544 (b) will read as follow: *Renewal of master, journeyman certifications and/or apprentice registrations.* Trade Certification renewals for journeymen & Masters, and Apprentice registrations, are due on an annual basis beginning on January 1 for the calendar year issued. The renewal period is January 1 to March 31 of that calendar year.

The new section 36-545 (a) will read as follow: Any certificate holder or registrant, who fails to renew his certificate or registration annually and allows same to remain unrenewed after March 31 must submit an original application to the board. The board may require the candidate to re-test or may approve the candidate to be reinstated.

Submitted By:



Kevin Pierce,
Code Administrator
Building Development Services

Approved By:



Jason Gage,
City Manager

One-rdg. _____
P. Hmgs. _____
Pgs. 8
Filed: 01-05-21

Sponsored by: Fisk

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 012

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into Addendum #1 to the
2 annual agreement with the Springfield Convention & Visitors Bureau,
3 Inc., executed on August 18, 2020; and amending the City's budget for
4 Fiscal Year 2020-2021 in the amount of \$1,625,612, for the purpose of
5 reflecting current and projected operational changes of the Springfield
6 Convention and Visitors Bureau.
7 _____
8

9 WHEREAS, the Springfield Convention & Visitors Bureau, Inc. ("the SCVB")
10 contracts annually with the City to produce economic impact in the City by generating
11 overnight travel; and
12

13 WHEREAS, the current annual agreement, executed on August 18, 2020,
14 between the City and the SCVB was authorized by City Council's adoption of Special
15 Ordinance 27341, on June 20, 2020; and
16

17 WHEREAS, the SCVB and the City desire to amend the current agreement,
18 referenced as Contract No. 2020-0751 to reflect current and projected operational
19 expenses; and
20

21 WHEREAS, an amendment to the budget of the City for Fiscal Year 2020-2021
22 in the amount of \$1,625,612 has been recommended by the City Manager to budget
23 funds for this contract amendment.
24

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

28 Section 1 – The City Manager, or designee, is hereby authorized to enter into
29 Addendum #1 to the annual agreement with the SCVB, said annual agreement being
30 generally referenced as Contract No. 2020-0751 and which was executed by all parties
31 on or about August 18, 2020. Said addendum shall be substantially in similar form and
32 content as that document attached hereto and incorporated herein by this reference as
33 "Exhibit A."

34
35 Section 2 – The budget of the City of Springfield for Fiscal Year 2020-2021 is
36 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
37 No.048, a copy of which is attached hereto and incorporated herein by reference as
38 “Exhibit B.”

39
40 Section 3 – The City Manager is directed to cause the appropriate accounting
41 entries to be made in the books and records of the City.

42
43 Section 4 – This Ordinance shall be in full force and effect from and after
44 passage.

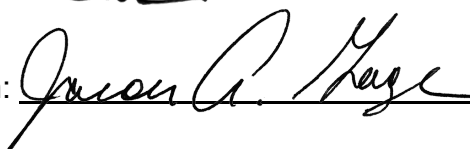
45
46 Passed at meeting: _____

47
48 _____
49 Mayor

50
51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

54
55 Approved as to form: , Assistant City Attorney

56
57 Approved for Council action: , City Manager
58
59

EXPLANATION TO COUNCIL BILL 2021- 012

FILED: 01-05-21

ORIGINATING DEPARTMENT: City Manager's Office

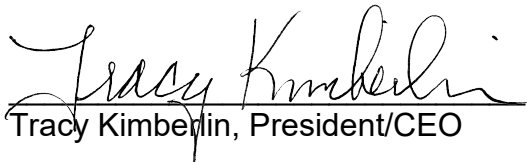
PURPOSE: Authorizing the City Manager to enter into an addendum to the annual agreement with the Springfield Convention & Visitors Bureau, Inc., approved by City Council on June 29, 2020; and amending the City's budget for Fiscal Year 2020-2021 in the amount of \$1,625,612, for the purpose of reflecting current and projected operational changes.

BACKGROUND INFORMATION: The Springfield Convention & Visitors Bureau, Inc., ("SCVB") contracts annually with the City to produce economic impact in the city by generating overnight travel. Exhibits to the annual agreement include the operating budget and marketing plan; an addendum is necessary to amend the contract and its exhibits.

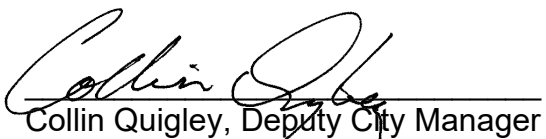
The SCVB's total revenue budgeted for Fiscal Year 2020-2021 was \$3,168,488. Thanks to CARES Act grant funding through the Missouri Division of Tourism in the amount of \$1,676,297, this addendum increases the total revenue budget to \$4,794,100 and increases budgeted expenditures from \$3,168,488 to \$4,794,100. The operating budget and marketing plan expenses are increased to accommodate board-approved expenditures and to reflect current and projected operational changes, as proposed in the addendum and the budget adjustment ("Exhibits A and B"). Some significant budget additions include funds for a marketing campaign to help jump-start Springfield's travel industry once the pandemic subsides and for the purchase of PPE and for making building improvements for the safety of CVB staff and information center visitors.

REMARKS: The Bureau's 15-member board includes a Deputy City Manager and nine individuals appointed by the Mayor and confirmed by City Council and has approved this addendum and budget adjustment.

Submitted by:


Tracy Kimberlin, President/CEO

Recommended by:


Collin Quigley, Deputy City Manager

Approved by:


Jason Gage, City Manager

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) ATTORNEY	(3) FINANCE DEPARTMENT
		(4) LAW DEPARTMENT	(5) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	ADDENDUM # 1 TO CONTRACT # 2020-0751	
CITY		SUBGRANTEE	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: 417-864-1695 Fax: 417-864-1031 Attn: David Holtmann, Director of Finance		Springfield Convention & Visitors Bureau, Inc. 815 E. St. Louis Street, Suite 100 Springfield, MO 65806 Phone: (417)866-5253 Attn: Tracy Kimberlin	

ADDENDUM

Entered into this _____ day of _____, 20____, for good and valuable consideration, the undersigned hereby agree that this Addendum shall become part of that certain Contract executed on the 18th day of August, 2020, identified as City of Springfield Contract #2020-0751 by the parties identified above.

The parties agree as follows:

1. That Exhibit 2, page 44 of the aforementioned Contract, is deleted and replaced with Amended Exhibit 2 attached hereto and incorporated herein by reference.
2. That all other provisions of the aforementioned Contract shall remain in full force and effect.
3. That this Addendum, together with the Contract contain the entire agreement of the parties. No modification, amendment or waiver of any of the provisions of this Addendum, shall be effective unless in writing specifically referring hereto and signed by both parties.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

SPRINGFIELD CONVENTION & VISITORS BUREAU, INC.

By: _____

Name & Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

Springfield Convention and Visitors Bureau
2020/21 Budget - Proposed Expenses

Account Description	Account	2020/21 Original Budget	2020/21 Proposed Revised Budget	Variance - \$	Variance - %
PAYROLL					
Salaries and Wages	500110	\$942,000	\$953,150	\$11,150	1.2%
Temporary/Part-Time Wages	500130	10,050	6,500	-\$3,550	-35.3%
Retirement Contributions	500210	99,952	94,200	-\$5,752	-5.8%
FICA	500250	68,287	(14,500)	-\$82,787	-121.2%
SS/Medicare-401K	500250	0	0	\$0	N/A
Health Insurance	500260.01	175,348	178,950	\$3,602	2.1%
Unemployment Insurance	500260.02	2,516	2,050	-\$466	-18.5%
Workers Comp	500280	3,550	3,150	-\$400	-11.3%
TOTAL PAYROLL		\$1,301,703	\$1,223,500	-\$78,203	-6.0%
ADMINISTRATIVE					
Auditing and Accounting	504510	\$5,650	\$17,550	\$11,900	210.6%
Automobiles	502040	7,400	7,350	-\$50	-0.7%
Building Rental	505820.01	106,650	106,700	\$50	0.0%
Utilities	505820.02	10,250	9,300	-\$950	-9.3%
Bldg Supplies/Repairs	505820.03	5,400	4,200	-\$1,200	-22.2%
Office Cleaning	505820.04	9,875	9,750	-\$125	-1.3%
Credit Card Fees	502070	5,200	4,800	-\$400	-7.7%
Data Processing	502140	2,400	1,200	-\$1,200	-50.0%
Dues and Subscriptions	502290	32,320	35,350	\$3,030	9.4%
Equipment Repair	502750	19,980	17,850	-\$2,130	-10.7%
Insurance Premiums	502230	10,550	10,150	-\$400	-3.8%
Minor Office Furn/Supplies	501190	1,200	750	-\$450	-37.5%
Misc. A & G	501260	15,655	15,300	-\$355	-2.3%
Office Supplies	501240	7,800	5,850	-\$1,950	-25.0%
Other Professional Services	504580	3,000	1,500	-\$1,500	-50.0%
Postage and Freight	502220	7,000	6,000	-\$1,000	-14.3%
Printing and Binding	502380	600	500	-\$100	-16.7%
Telephone	505550	12,200	11,850	-\$350	-2.9%
Training Expense	504590	20,600	16,100	-\$4,500	-21.8%
TOTAL ADMINISTRATIVE		\$283,730	\$282,050	-\$1,680	-0.6%
MARKETING					
ADVERTISING					
Ad Production	505010	\$44,000	\$373,450	\$329,450	748.8%
Billboards	505020	0	210,650	\$210,650	N/A
Brochure and Printed Material	505030	87,750	72,650	-\$15,100	-17.2%
Direct Mail	505050	52,700	48,850	-\$3,850	-7.3%
Digital Advertising	505060.01	280,500	554,500	\$274,000	97.7%
Other Advertising	505060.02	383,000	561,800	\$178,800	46.7%
Print Advertising	505070	151,600	269,550	\$117,950	77.8%
Radio and TV Advertising	505080	137,500	686,850	\$549,350	399.5%
TOTAL ADVERTISING		\$1,137,050	\$2,778,300	\$1,641,250	144.3%
TRAVEL					
Travel Expenses	505690	\$23,075	\$8,150	-\$14,925	-64.7%
OTHER MARKETING					
Market Research	502470	\$54,200	\$73,000	\$18,800	34.7%
Group Incentives	502120	78,800	61,150	-\$17,650	-22.4%
Gold Wing Hosting	502120.01	0	20,000	\$20,000	N/A
Entertainment	502200	4,900	3,800	-\$1,100	-22.4%
Exhibition Fees	504640	22,000	13,000	-\$9,000	-40.9%
FAM Tour Expense	504650	23,700	12,500	-\$11,200	-47.3%
Misc. Marketing Expense	502280.01	9,500	13,950	\$4,450	46.8%
Misc. Convention Marketing	502280.02	37,500	20,350	-\$17,150	-45.7%
Digital Marketing	502280.03	103,400	99,600	-\$3,800	-3.7%
Airport/Expo Concession Fees	502280.04	6,000	4,500	-\$1,500	-25.0%
Photo Processing	502360	0	0	\$0	N/A
Public Relations	502400.01	13,000	10,400	-\$2,600	-20.0%
Event Public Relations	502400.02	6,750	5,450	-\$1,300	-19.3%
Annual Banquet Expenses	502400.03	12,700	5,850	-\$6,850	-53.9%
Speciality Items	504620	14,410	10,200	-\$4,210	-29.2%
Receptions	504660	1,400	950	-\$450	-32.1%
TOTAL OTHER MARKETING		\$388,260	\$354,700	-\$33,560	-8.6%
TOTAL MARKETING		\$1,548,385	\$3,141,150	\$1,592,765	102.9%
CONVENTION SERVICES					
Misc. Convention Services	504540.01	\$4,970	\$1,800	-\$3,170	-63.8%
Convention Housing Expenses	504540.02	6,500	6,000	-\$500	-7.7%
Shuttle Service	504610	3,200	2,000	-\$1,200	-37.5%
TOTAL CONVENTION SERVICES		\$14,670	\$9,800	-\$4,870	-33.2%
CONTINGENCY					
Contingency	502780	\$0	\$98,700	\$98,700	N/A
CAPITAL EXPENSES					
Office Furniture and Equipment	508110.01	\$0	\$0	\$0	N/A
Building Improvement Expenses	508110.02	0	11,950	\$11,950	N/A
Computer Hardware	501220	1,200	6,950	\$5,750	479.2%
Computer Software	501230	11,650	11,900	\$250	2.1%
Other Equipment	508170	900	8,100	\$7,200	800.0%
Destination Springfield	508220	6,250	0	-\$6,250	-100.0%
TOTAL CAPITAL EXPENSES		\$20,000	\$38,900	\$18,900	94.5%
TOTAL BUREAU EXPENSES		\$3,168,488	\$4,794,100	\$1,625,612	51.3%

Springfield Convention & Visitors Bureau
2020/2021 Budget - Proposed Revenue

<u>Account Description</u>	<u>Account</u>	<u>2020/21 Original Budget</u>	<u>2020/21 Proposed Revised Budget</u>	<u>Variance - \$</u>	<u>Variance - %</u>
<u>ROOM TAXES</u>					
Room Tax Revenue	401540	\$2,065,730	\$2,000,500	-\$65,230	-3.2%
<u>INTEREST</u>					
Interest Earnings	410010	\$10,000	\$(5,750)	-\$15,750	-157.5%
<u>ADVERTISING REVENUES</u>					
Visitors Guide Advertising	413010.01	\$165,440	\$123,400	-\$42,040	-25.4%
Route 66 Brochure/Map	413010.02	6,000	6,000	0	0.0%
Coupons	413010.03	16,800	6,300	-10,500	-62.5%
Expo/Rt. 66 Displays	413010.04	12,400	10,600	-1,800	-14.5%
Poly Tote Bags	413010.05	0	0	0	N/A
Web Site Links and Advertising	413010.06	57,600	57,600	0	0.0%
Brochure Insertions	413010.07	15,000	9,000	-6,000	-40.0%
Airport Advertising	413010.08	0	0	0	N/A
Event Guide	413010.09	20,000	4,300	-15,700	-78.5%
Mall Advertising	413010.10	0	0	0	N/A
Tap and Pour Guide	413010.11	17,500	17,500	0	0.0%
TOTAL ADVERTISING REV		\$310,740	\$234,700	-\$76,040	-24.5%
<u>CO-OP ADVERTISING REV</u>					
Coop Partnerships	416020.01	\$165,000	\$160,000	-\$5,000	-3.0%
MDT Coop Program (Leisure)	416020.02	150,750	113,000	-37,750	-25.0%
MDT Coop Program (Convention)	416020.03	0	0	0	N/A
MDT Coop Program (Sports)	416020.04	0	0	0	N/A
Local Convention Co-op	416020.05	15,000	0	-15,000	-100.0%
Miscellaneous Partnerships	416020.06	0	0	0	N/A
Show Me Strong Cares Funding	416020.07	\$0	1,614,650	1,614,650	N/A
TOTAL CO-OP REV		\$330,750	\$1,887,650	\$1,556,900	470.7%
<u>PARTNERSHIP REVENUE</u>					
Marketing Partnerships	414110	\$0	\$0	\$0	N/A
<u>MISCELLANEOUS REV</u>					
Sports Commission Management Fees	414100.01	\$18,000	\$18,000	\$0	0.0%
Souvenir Sales	414100.02	12,600	2,400	-10,200	-81.0%
Other	414100.03	5,000	640,100	635,100	12702.0%
Holding Account	414100.04	0	0	0	N/A
Hotel Shuttle & Facility Rental Rebates	414100.05	0	0	0	N/A
Hotel Trade Show Participation	414100.06	3,750	0	-3,750	-100.0%
Annual Banquet Sales	414100.07	15,000	6,500	-8,500	-56.7%
Gold Wing Event Hosting	414100.08	0	10,000	10,000	N/A
Chamber Partnerships	414100.09	0	0	0	N/A
TOTAL MISC REV		\$54,350	\$677,000	\$622,650	1145.6%
TOTAL REVENUE		\$2,771,570	\$4,794,100	\$2,022,530	73.0%
Transfer To/From Fund Balance		\$396,918	0	-396,918	-100.0%
GRAND TOTAL REVENUE		\$3,168,488	\$4,794,100	\$1,625,612	51.3%

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
048

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
29510	09	22010	401540	000000	00000	\$ (65,230)	ROOM TAX REVENUE
29510	09	22010	410010	000000	00000	(15,750)	INTEREST EARNINGS
29510	09	22010	413010	000000	00000	(76,040)	ADVERTISING REVENUE
29510	09	22010	414100	000000	00000	622,650	MISCELLANEOUS REVENUE
29510	09	22010	416020	000000	00000	(57,750)	CO-OP ADVERTISING REVENUE
29510	09	22010	416010	000000	00000	1,614,650	SHOW ME STRONG CARES FUNDING
29510	09	22010	414080	000000	00000	(396,918)	FUND BALANCE APPROPRIATION
Net Revenue Adjustment						\$ 1,625,612	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
29510	09	22010	500110	000000	00000	\$ 11,150	FT PAYROLL
29510	09	22010	500130	000000	00000	(3,550)	PT PAYROLL
29510	09	22010	500210	000000	00000	(5,752)	RETIREMENT
29510	09	22010	500250	000000	00000	(83,653)	FICA
29510	09	22010	500260	000000	00000	3,602	HEALTH INSURANCE
29510	09	22010	504510	000000	00000	11,900	AUDITING AND ACCOUNTING
29510	09	22010	502040	000000	00000	(50)	AUTOMOBILES
29510	09	22010	505820	000000	00000	(2,225)	BUILDING RENTAL
29510	09	22010	502290	000000	00000	3,030	DUES AND SUBSCRIPTIONS
29510	09	22010	502070	000000	00000	(400)	CREDIT CARD FEES
29510	09	22010	502140	000000	00000	(1,200)	DATA PROCESSING
29510	09	22010	502230	000000	00000	(400)	INSURANCE PREMIUMS
29510	09	22010	501240	000000	00000	(1,950)	OFFICE SUPPLIES
29510	09	22010	502380	000000	00000	(100)	PRINTING AND BINDING
29510	09	22010	502750	000000	00000	(2,130)	EQUIPMENT REPAIR
29510	09	22010	501190	000000	00000	(450)	MINOR OFFICE FURN/SUPPLIES
29510	09	22010	501260	000000	00000	(355)	MISC. A & G
29510	09	22010	504580	000000	00000	(1,500)	OTHER PROFESSIONAL SERV.
29510	09	22010	502220	000000	00000	(1,000)	POSTAGE AND FREIGHT
29510	09	22010	505550	000000	00000	(350)	TELEPHONE
29510	09	22010	504590	000000	00000	(4,500)	TRAINING EXPENSE
29510	09	22010	505010	000000	00000	329,450	AD PRODUCTION
Net Expenditure Adjustment						Page 1 of 2	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2020-21 budget to accommodate adjustments to line items reflecting current and projected operational changes for the Convention and Visitors Bureau.

Requested By:

Approved By:

Authorization:

Department Head _____ Date _____

Director of Finance _____ Date _____

Council Bill No. _____

Ordinance No. _____

1st Reading _____

2nd Reading _____

City Manager _____ Date _____

Journal Imp No. _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit _____

Budget Adjustment
048

Revenues:

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

Expenditures:

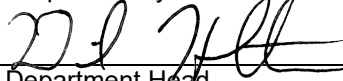
Fund	Dept	Org	Account	P&G	Location	Amount	Description
29510	09	22010	505050	000000	00000	\$ (3,850)	DIRECT MAIL
29510	09	22010	505030	000000	00000	(15,100)	BROCHURES & PRINTED MAT.
29510	09	22010	505060	000000	00000	452,800	OTHER ADVERTISING
29510	09	22010	505020	000000	00000	210,650	BILLBOARDS
29510	09	22010	505070	000000	00000	117,950	PRINT ADVERTISING
29510	09	22010	505080	000000	00000	549,350	RADIO AND TV ADVERTISING
29510	09	22010	505690	000000	00000	(14,925)	TRAVEL EXPENSES
29510	09	22010	502470	000000	00000	18,800	MARKET RESEARCH
29510	09	22010	502120	000000	00000	2,350	GROUP INCENTIVES
29510	09	22010	502200	000000	00000	(1,100)	ENTERTAINMENT
29510	09	22010	504640	000000	00000	(9,000)	EXHIBITION FEES
29510	09	22010	504650	000000	00000	(11,200)	FAM TOUR EXPENSES
29510	09	22010	502280	000000	00000	(18,000)	MISC. MARKETING
29510	09	22010	502400	000000	00000	(10,750)	PUBLIC RELATIONS
29510	09	22010	504620	000000	00000	(4,210)	SPECIALTY ITEMS
29510	09	22010	504660	000000	00000	(450)	RECEPTIONS
29510	09	22010	504540	000000	00000	(3,670)	CONVENTION EXPENSES
29510	09	22010	504610	000000	00000	(1,200)	SHUTTLE SERVICE
29510	09	22010	502780	000000	00000	98,700	CONTINGENCY
29510	09	22010	508110	000000	00000	11,950	OFFICE FURNITURE & EQUIP.
29510	09	22010	501220	000000	00000	5,750	COMPUTER HARDWARE
29510	09	22010	501230	000000	00000	250	COMPUTER SOFTWARE
29510	09	22010	508170	000000	00000	7,200	OTHER EQUIPMENT
29510	09	22010	508220	000000	00000	(6,250)	DESTINATION SPRINGFIELD
Net Expenditure Adjustment						\$ 1,625,612	

Fund Balance Appropriation:

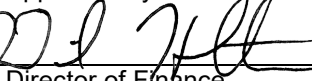
Fund	Title	Amount
29510		

Explanation: To amend the FY2020-21 budget to accommodate adjustments to line items reflecting current and projected operational changes for the Convention and Visitors Bureau.

Requested By:

 1/5/21
Department Head Date

Approved By:

 1/5/21
Director of Finance Date

Authorization:

Council Bill No. 2021-012
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 33
Filed: 01-05-21

Sponsored by: Lear, Schilling, Fisk
and Simpson

First reading: _____

Second reading: _____

COUNCIL BILL 2021- 013

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fee Schedule for certain City services as provided in the Springfield
2 City Code, by making adjustments as provided in the attached "Evaluation
3 of Charges for Municipal Services;" and adopting new fees for certain City
4 services. (The Finance and Administration Committee recommends
5 approval.)
6 _____
7

8 WHEREAS, City Code Section 2-425 authorizes the City to charge various fees
9 in amounts contained on schedules adopted by ordinance and on file with the City
10 Clerk; and
11

12 WHEREAS, an "Evaluation of Charges for Municipal Services," attached hereto
13 as "Exhibit A" has been compiled by the City's Finance Department in accordance with
14 the Policy Statement adopted by City Council on October 5, 2020, with the passage of
15 Resolution 10526; and
16

17 WHEREAS, "Exhibit A" contains the Fee Schedule for various City fees to be
18 charged for certain services; and
19

20 WHEREAS, the "Evaluation of Charges for Municipal Services," and
21 accompanying Fee Schedules were presented to the Finance and Administration
22 Committee at the Committee's December 9, 2020, meeting; and
23

24 WHEREAS, said Committee recommended that said Evaluation and Fee
25 Schedules be forwarded to City Council; and
26

27 WHEREAS, a public hearing was held on January 27, 2020, concerning the
28 proposed changes to the City's current fee ordinance; and
29

30 WHEREAS, all fees shall be effective July 1, 2020.
31

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

34
35 Section 1 – City Council hereby adopts the Fee Schedule contained within the
36 “Evaluation of Charges for Municipal Services,” which is attached hereto and
37 incorporated herein by this reference as “Exhibit A,” a copy of which shall be maintained
38 on file with the City Clerk pursuant to Section 2-425 of the City Code.

39
40 Section 2 – The fees and charges included in “Exhibit A” are hereby amended
41 and approved and the schedule of fees and charges shown in “Exhibit A” for various
42 departments of the City are hereby adopted and shall take effect on July 1, 2021.

43
44 Section 3 – City officials are authorized to charge the fees shown on “Exhibit A,”
45 as “Recommended Charges and Cost Recovery.”

46
47 Section 4 – Any City-imposed fees or charges not specifically included in “Exhibit
48 A” shall be subject to review and increase as appropriate by the Director of Finance
49 using the All Urban Consumer Price Index, as required by City Code Section 2-425.

50
51 Section 5 – This Ordinance shall be in full force and effect from and after
52 passage.

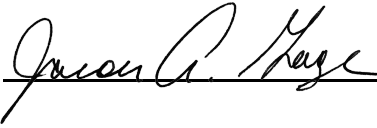
53
54 Passed at meeting: _____

55
56 _____
57 Mayor

58
59 Attest: _____, City Clerk

60
61 Filed as an Ordinance: _____

62
63 Approved as to form: , Assistant City Attorney

64
65
66 Approved for Council action: , City Manager
67

EXPLANATION TO COUNCIL BILL 2021-013

FILED: 01-05-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: To adjust various charges for municipal services as defined in the Springfield City Code and outlined in the Policy Statement listed within the attached Evaluation of Charges for Municipal Services.

BACKGROUND INFORMATION: Annually, the Budget and Evaluation Division of the Finance Department reviews fees for municipal services. The fees are reviewed to determine if reasonable and appropriate levels of cost recovery are being maintained. Adjustments to municipal fees are recommended based on the policy statement included in the fee study and the recommendations of the Finance and Administration Committee which met on December 9, 2020.

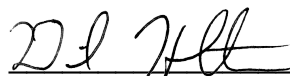
The schedules of fees and charges evaluated are attached as "Exhibit A." Per the policy, approximately one-third of the fees are fully evaluated on an annual rotating basis. The remaining two-thirds of the fees not included in "Exhibit A" will increase by the Consumer Price Index of 0.99% for Fiscal Year 2021-2022 to keep pace with inflation.

103 fees are included in the evaluation of charges and the cost recovery of the recommended fees is 100% percent (excluding Hazelwood Cemetery and Enterprise Charges which require special consideration).

All fees would be effective July 1, 2021.

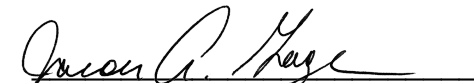
REMARKS: The evaluation report, including the recommended fee adjustments, was presented and approved for Council consideration by the Finance and Administration Committee at its December 9, 2020 meeting.

Submitted by:



David Holtmann
Director of Finance

Approved by:



Jason Gage
City Manager

EVALUATION OF CHARGES FOR MUNICIPAL SERVICES

BASED ON 2020 FISCAL YEAR ACTIVITY



DEPARTMENT OF FINANCE
BUDGET AND EVALUATION

MISSION

The people of our community are the only
reason we are here.

Therefore,

We are committed to

WORKING WITH THE COMMUNITY

to provide ethical and responsible local government
so that everyone can enjoy the benefits
of living and working in Springfield.

We will achieve this through:

Integrity and Pride of Service

in everything we say and do, and with dedication to quality.

Cooperation and Communication

with one another and with citizens to ensure open government,
and open management with no surprises.

Continuous Improvement of Services

through cost-effective utilization of,
people, materials, equipment and technology.

Leadership and Knowledge

through staff training and development.

Innovation

in how we meet present and future needs of our city.



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Fee Study Overview

Fees and charges for various City services are required to be established by Ordinance and on file with the City Clerk pursuant to Section 2-425 of the Springfield City Code. Fees established are evaluated using the criteria below:

1. This evaluation shall utilize information on Service Efforts and Accomplishments (SEAs) for each category of charges as compiled by the various departments.
2. The report will be reviewed by the City Council Finance and Administration Committee before submittal to the full Council. The final report shall be submitted to the full Council no later than February 15.
3. If approved by City Council, fee changes and new fees are effective on July 1, unless otherwise stated in the proposed ordinance.
4. The following general guidelines were used in the annual evaluation:
 - Recommended by the Finance and Administration Committee on January 8th, 2020 is to evaluate the methodology in establishing fees to reduce large fluctuations and improve efficiencies in the process. We will recover 100 percent of the related cost to provide the service except in the instance of Hazelwood Cemetery and Springfield-Greene County Health Department fees.
 - The director of finance shall determine the annual percentage change in costs by using the All Urban Consumer Price Index (CPI) to determine the increase, if any, from the previous 12 months. Per City Code Sec. 2-425(b). One third of fees will be fully evaluated on an annual rotating basis. The remaining two-thirds of fees not evaluated, will increase by the CPI to keep pace with inflation.

- Some Springfield-Greene County Health Department fees require special consideration. They are intentionally set below 100% cost recovery for public health and welfare purposes such as animal shelter turn-ins and impoundments, and vaccine administration for food handlers. These fees should not so high it discourages use by the public.
- Three food permit fees were not at 100% cost recovery at the passage and implementation of the FY2020-21 fee rates. The Springfield-Greene County Health Department requests these fees continue to go up incrementally at 10% plus CPI per year until 100% cost recovery is achieved. **Due to the impact of COVID-19 in FY2020 and FY2021 to services, the Springfield-Greene County Health Department respectfully requests to delay this increase for FY2022.**
- Any efficiency achieved in the process of providing a service, which reduces costs, should be accompanied by a corresponding reduction in the related charges for services.
- Enterprise funds are determined differently than other fees in the fee study. They are established to recover operating costs as well as long-term capital investments. They are included in the fee study to ensure annual review.
- Administrative boards, such as Parks, Art Museum and Airport boards are allowed to review and set their own schedule of charges. Accordingly, charges set by these boards are not reviewed as part of this evaluation.

EVALUATION OF CHARGES FOR MUNICIPAL SERVICES

BASED ON 2020 ACTIVITY

The Budget and Evaluation Section of the Finance Department has completed the annual review of the City’s charges for municipal services. These charges are reviewed to determine if reasonable and appropriate levels of cost recovery are being maintained. Recommended fee adjustments from the current evaluation based on FY2019-20 data are presented in this report.

OVERVIEW

The term “cost” in relationship to municipal services is the total of the allocable cost of direct and indirect labor, supplies, charges, and capital outlay used to provide each specific service. Allocations for both departmental and city-wide administrative overhead are also included in the cost determination.

Service Efforts and Accomplishments (SEAs) measures used to review the charges for services include, as appropriate, the following:

Measures of Efforts

- Non-financial resources
 - Number of labor hours, by position, expended to deliver services
- Financial resources
 - Fully burdened labor costs, by position, expended to deliver services
 - Expenditures used to deliver services, including both direct and indirect costs

Measures of Accomplishments

- Output measures
 - Number of service units produced
- Outcome measures
 - Average cost per service unit produced
 - Average revenue generated per service unit produced

Measures of Efficiency

- Percentage of cost recovery
- Percentage increase or decrease of average cost per service unit from prior period
- Percentage increase or decrease of cost recovery from prior period

FINDINGS AND RECOMMENDATIONS

This year’s evaluation of charges for municipal services included a detailed analysis of the departmental and financial data that compose service costs. The methodology for deriving the service cost allocations was verified and their accuracy continues to be improved. Recommendations for adjustments to the evaluated charges are based on the policy approved by City Council in September 2020.

A total of one hundred and three Public Works and Environmental Service charges for municipal services were evaluated. The recommended adjustments for these charges are summarized as follows:

- There are no new fees recommended at this time.
- One fee is recommended to be eliminated.
- Twenty-four charges are recommended to be held constant.
- Thirty-eight charges are recommended to be reduced.
- The remaining forty-one are recommended to be increased.

The fee recommended to be eliminated is the burial services for infant & cremains with family preparation. The staff time to open and close the grave is the same as other burial service, this is just provided for ceremonial purposes to place the urn in the grave and a small amount of soil on the urn. This will still be provided but at the usual rate for these burial services.

If the recommended fee adjustments are approved, (excluding Hazelwood Cemetery and Enterprise Charges) the cost recovery would be set at 100%. The recommended fee adjustments would generate an additional \$16,826 in total revenue. Of this potential revenue increase, \$612 would be in the general fund. Total proposed revenue generated is \$1,677,067; \$137,820 of which is general fund revenue, \$1,539,247 is derived from a variety of non-general funds.

The fees and charges evaluated are grouped into five descriptive categories: Permit, Plan Review, and Inspection Fees; License Fees; Charges for Services; Ordinance Violation Charges; and Enterprise Fund Fees. Each category of charges has distinct characteristics and considerations that impact cost recovery decisions. The following narrative presents a summary of the charges within each category and an explanation of charges of particular interest.



Evaluation Summary by Fee Type

PERMIT, PLAN REVIEW, AND INSPECTION FEES SUMMARY

The permit, plan and inspection fees are the traditional fees charged by the City for the various permits issued and plan reviews and inspections conducted in relation to land development, commercial and residential construction, and specific activities within the City. Individuals and entities desiring to participate in such development or activities are required by City ordinance to apply for various permits and submit to plan reviews and inspections to ensure the public’s safety, health, and general welfare.

The City’s goal in charging these fees is to recover incurred costs that can be clearly identified as being directly associated with specific consumers of the City’s regulatory services. Examples of fees included in this category are final plat reviews, building permits, sign permits, driveway permits, taxicab inspections, and food permits.

There are no new fees in this section this year. A total of thirteen charges are identified in this category under Public Works. The current average cost recovery for these charges is 96%. If the recommended fee adjustments are approved, the average cost recovery would be 100%.

LICENSING FEES SUMMARY

There are no Licensing fees under Public Works.

CHARGES FOR SERVICES SUMMARY

The City has established charges for some services that are not regulatory in nature, nor imposed by City ordinance. These services provide a tangible product to a relatively small number of individuals and entities, with some services offered as an alternative to what is available in the private sector. The consumers of these City services have the freedom to choose whether or not the products provided have enough value to justify paying the established charge.

Examples of charges within this category include; community room rentals, vaccination administration fees, health testing, traffic signs and Hazelwood Cemetery burial services. As with other fee charges, the City restricts its cost recovery for these services to the actual cost incurred, except for the services offered at Hazelwood Cemetery, which require sensitivity to local market conditions and concerns.

A total of eighty-two Public Works charges are identified in this category. There are no new fees in this section this year. Thirteen of these charges are Hazelwood Cemetery burial charges, which

require special consideration as described below. Excluding the Hazelwood Cemetery charges, the current average cost recovery is 101%, if the recommended fee adjustments are approved, the average cost recovery would be 100%.

Hazelwood Cemetery

In addition to the City’s direct cost in providing services, other factors must be considered when establishing the fee levels for burial services and burial lot prices with Hazelwood Cemetery. The impact of the City’s fee structure on the local competitive market must be minimized. For all grave open/close services Hazelwood is currently mid-market, except for adult interment charges which we are the market high. Hazelwood is mid-market for lot sales except for infant lot sales, where we are the market high. Although some Hazelwood fees provide more than 100% cost recovery, the excess provides funding for the perpetual care of the cemetery.

ORDINANCE VIOLATION CHARGES SUMMARY

The charges in the fourth category have been established by City ordinance, as allowed by State statutes, to recover the costs incurred by the City while enforcing certain ordinance violations. Violators may also be subject to punitive fines and court costs ordered by the Municipal Court.

A total of two charges are identified in this category under Public Works. The current average cost recovery for these charges is 100%.

ENTERPRISE FUND FEES SUMMARY

The fees in this section are determined differently than the other fees in this study. These fees are established to recover operating costs as well as recover long-term capital investment. These funds are not supported by general tax revenue. They are being included in this document to ensure annual review.

Boards and Agencies

Administrative boards, such as Art Museum, Parks, and Airport boards, are allowed by City Ordinance to review and set their own schedule of charges. Accordingly, charges set by these boards are not reviewed as part of this evaluation.

Permit, Plan Review, and Inspection Fees

These fees are traditional fees charged by the City for the various permits issued and plan reviews and inspections conducted in relation to land development, commercial and residential construction, and specific activities within the City. Individuals and entities desiring to participate in such development or activities are required by City ordinance to apply for various permits and submit to plan reviews and inspections to ensure the public's safety, health, and general welfare.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

Department	Fee Category	Service Description	Current Status Based on FY 19-20 Data					Proposed Fees for FY 21-22					Comments
			Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Driveway and Right of Way Permit	Commercial Driveway Permit	\$ 142	\$ 151	94%	55	\$ 7,810	\$ 151	6.3%	100%	\$ 8,305	\$ 495	Permits must be obtained for all driveway construction and improvements. Improved refers to a driveway which connects to a street with concrete curbs and gutters. Unimproved refers to a driveway which connects to a street without concrete curbs and gutters.
		Residential Driveway Permit - Improved	\$ 105	\$ 105	100%	74	\$ 7,770	\$ 105	0.0%	100%	\$ 7,770	\$ -	
		Residential Driveway Permit - Unimproved	\$ 119	\$ 119	100%	41	\$ 4,879	\$ 119	0.0%	100%	\$ 4,879	\$ -	
		Sidewalk Permit	\$ 123	\$ 135	91%	45	\$ 5,535	\$ 135	9.8%	100%	\$ 6,075	\$ 540	Permits must be obtained for all sidewalk construction and improvements. If sidewalk construction is in conjunction with driveway construction, only the driveway permit fee will apply.
		Right of Way Excavation Permit	\$ 47	\$ 47	100%	1308	\$ 61,476	\$ 47	0.0%	100%	\$ 61,476	\$ -	Permits must be obtained to perform excavations in the City's rights-of-way.
		Right of Way Excavation Inspection	\$ 148	\$ 157	94%	421	\$ 62,308	\$ 157	6.1%	100%	\$ 66,097	\$ 3,789	An inspection fee is charged when an excavation does not involve any City-performed street repair. This typically means that it's an excavation in an alley or on the right-of-way off to the side of the street, as is typical of phone company projects.
		Right of Way Plan/Infrastructure Review - Large	\$ 622	\$ 684	91%	0	\$ -	\$ 684	10.0%	100%	\$ -	\$ -	Large projects require a more detailed plan review and coordination to administer plans and impacts to the City Infrastructure. This fee is a one time fee to cover average cost to review plans and inspect infrastructure repairs during construction for projects covering multiple blocks over multiple weeks and/or have major infrastructure impacts.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 19-20 Data					Proposed Fees for FY 21-22					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Driveway and Right of Way Permit	Right of Way Excavations Requiring Traffic Control - Large Project	\$ 239	\$ 241	99%	81	\$ 19,359	\$ 241	0.8%	100%	\$ 19,521	\$ 162	When an excavation permit requires work in the street or right of way, traffic control is required. Permit is valid for seven calendar days form the first day traffic control is installed and shall remain active until contractor has no longer blocked any access to lanes or sidewalks. Permit is for quality assurance checks of traffic control operations for a projects that will occupy more than one block on a residential street or for work on a collector or arterial route. An additional fee will be charged for each seven days or portion thereof.
Public Works / Environmental Services	Public Improvement Fee	Public Improvement Fee	5.00%	5.00%	100%	29	\$ 142,507	5.00%	0.0%	100%	\$ 142,507	\$ -	Projects completed by private developers for streets, storm sewer and sanitary sewer public improvement are assessed an engineering and inspection fee. The fee is 5% of the project cost. For FY20, there were \$2.9 Million in improvement projects. A "consent to annex" will be required as a condition to extend City sewer to any subdivision outside the city limits of Springfield. The consent to annex shall require an acceptable title search by an acceptable title company. The developer is responsible for providing the title search.
		Technology Fee	0.34%	0.34%	100%	29	\$ 9,690	0.34%	0.0%	100%	\$ 9,690	\$ -	The technology fee for public improvements, based on a percentage of the project cost, is an additional .34%. This percentage will capture the portion of the license and maintenance of the electronic submission and review system for this division.
Public Works	Encroachment Permit	Encroachment Permit	\$ 228	\$ 233	98%	0	\$ -	\$ 233	2.2%	100%	\$ -	\$ -	A permit is required for an encroachment on public right-of-way. Authority is granted to the Public Works Director to issue a license agreement for new awnings, canopies, planters, street furniture or sidewalk cafes.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 19-20 Data					Proposed Fees for FY 21-22					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Encroachment Permit	Encroachment Permit-Council Action	\$ 310	\$ 341	91%	0	\$ -	\$ 341	10.0%	100%	\$ -	\$ -	Encroachments not defined in Section 98-323 of City Code require City Council action. The cost of the permit includes the staff time indicated above as well as Assistant City Attorney's time for council bill preparation.
Public Works	Taxicab and Wrecker Inspection	Taxicab and Wrecker Inspection	\$ 29	\$ 29	100%	44	\$ 1,276	\$ 29	0.0%	100%	\$ 1,276	\$ -	Taxicabs and wreckers are inspected annually for compliance with safety and equipment requirements.

Charges for Services

This category of charges is for services that are not regulatory in nature, nor imposed by City ordinance. These services provide a tangible product to a relatively small number of individuals and entities, with some services offered as an alternative to what is available in the private sector. The consumers of these City services have the freedom to choose whether or not the products provided have enough value to justify paying the established charges.

CHARGES FOR SERVICES

			Current Status Based on FY 19-20 Data					Proposed Fees for FY 21-22					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Escrow Fee	Escrow Fee	\$ 468	\$ 478	98%	9	\$ 4,212	\$ 478	2.1%	100%	\$ 4,302	\$ 90	After approving request for securing public improvements the escrow fee must be paid in order to continue with processing and review of security agreements. Fee covers cost for review, processing, and coordination of securities. Fee is for review and does not constitute reimbursement if escrow is denied.
Public Works	Hazelwood Cemetery (Burial Services)	Open/Close - Adult Grave	\$ 891	\$ 922	97%	82	\$ 73,062	\$ 891	0.0%	97%	\$ 73,062	\$ -	The charge for preparing the grave site for an adult, infant, or cremation remains burial. The Niche fee is for niche placement, either in-ground or above ground.
		Open/Close - Infant Grave	\$ 325	\$ 743	44%	1	\$ 325	\$ 325	0.0%	44%	\$ 325	\$ -	
		Open/Close - Cremains (Direct Burial)	\$ 428	\$ 508	84%	20	\$ 8,560	\$ 428	0.0%	84%	\$ 8,560	\$ -	
		Open/Close - Cremains (Niche)	\$ 209	\$ 665	31%	1	\$ 209	\$ 665	218.2%	100%	\$ 665	\$ 456	
		Additional Fee for Non-Office Hour Services	\$ 393	\$ 1,246	32%	3	\$ 1,179	\$ 393	0.0%	32%	\$ 1,179	\$ -	The additional charge for Saturday, Sunday, holiday or evening/late burial (in addition to the Open/Close charge) for the cost of overtime for employees performing the service. This fee may be prorated by hour.
		Disinterment Charges - Adults	\$ 983	\$ 968	102%	-	\$ -	\$ 983	0.0%	102%	\$ -	\$ -	The charge for removing the remains from a graveside at Hazelwood. A licensed funeral director is required by law to be present (Cost of funeral director is not included). Reinterment will incur additional burial fees if moved to another location at Hazelwood.
		Disinterment Charges - Infants	\$ 532	\$ 766	69%	-	\$ -	\$ 532	0.0%	69%	\$ -	\$ -	
		Disinterment Charges - Cremains	\$ 392	\$ 280	140%	-	\$ -	\$ 392	0.0%	140%	\$ -	\$ -	
Public Works	Hazelwood Cemetery (Burial Services)	Lot Sales	\$ 800	\$ 154		59	\$ 47,200	\$ 800	0.0%		\$ 47,200	\$ -	The charge for a lot sale provides funding for the perpetual care of the cemetery and is set at a rate to not undercut the prices charged by the other local cemeteries. The charge for an infant lot is based proportionally to the size of an adult grave. Mausoleum lots are also available.
		Lot Sales - Infant	\$ 270	\$ 154		-	\$ -	\$ 270	0.0%		\$ -	\$ -	

CHARGES FOR SERVICES

			Current Status Based on FY 19-20 Data					Proposed Fees for FY 21-22					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Hazelwood Cemetery (Burial Services)	Lot Sales - Historical Graves	\$ 1,032	\$ 129		-	\$ -	\$ 1,032	0.0%		\$ -	\$ -	The lot sale and the charge for researching and verifying gravesites that have been "historically vacant" (never sold/used) throughout the cemetery.
		Lot Sales - Reinstated Graves	\$ 1,246	\$ 321		-	\$ -	\$ 1,246	0.0%		\$ -	\$ -	State statute allows the City to declare "purchased/not used" graves to be abandoned if unused for more than 50 years. The charge recovers the cost of filing the public notices and recording fee, conducting field study of the lot and research by the City Attorney's Office.
Public Works	Street Cleaning Fees	Street Sweeping Service Mobilization Fee	\$ 183	\$ 189	97%	7	\$ 1,281	\$ 189	3.3%	100%	\$ 1,323	\$ 42	Mobilization fees are the minimum fee required to prepare the equipment and to provide the operator and equipment on site.
		Street Flushing Service Mobilization Fee	\$ 126	\$ 130	97%	-	\$ -	\$ 130	3.2%	100%	\$ -	\$ -	
		Street Sweeping/Square Foot	\$ 0.0041	\$ 0.0042	98%	236,877	\$ 971	\$ 0.0042	2.4%	100%	\$ 995	\$ 24	The service the equipment operator provides includes, labor and equipment per unit of measure cleaned.
		Street Flushing/Square Foot	\$ 0.0028	\$ 0.0029	97%	-	\$ -	\$ 0.0029	3.6%	100%	\$ -	\$ -	
Public Works	Street Repair Mobilization Fees	Concrete/Excavation Crew Mobilization Fee	\$ 525	\$ 525	100%	238	\$ 124,950	\$ 525	0.0%	100%	\$ 124,950	\$ -	Mobilization fees are the minimum fee required to provide a crew and equipment on site, prepare the site, setup, and tear down.
		Sidewalk Crew Mobilization Fee	\$ 243	\$ 244	100%	121	\$ 29,403	\$ 244	0.4%	100%	\$ 29,524	\$ 121	
		Saw Cut Crew Mobilization Fee	\$ 96	\$ 99	97%	320	\$ 30,720	\$ 99	3.1%	100%	\$ 31,680	\$ 960	
		Asphalt Crew Mobilization Fee	\$ 241	\$ 245	98%	41	\$ 9,881	\$ 245	1.7%	100%	\$ 10,045	\$ 164	
		Temporary Asphalt Crew Mobilization Fee	\$ 203	\$ 207	98%	397	\$ 80,591	\$ 207	2.0%	100%	\$ 82,179	\$ 1,588	
Public Works	Street Repair Mobilization Fees	Finish Grading Crew Mobilization Fee	\$ 140	\$ 142	99%	254	\$ 35,560	\$ 142	1.4%	100%	\$ 36,068	\$ 508	Mobilization fees are the minimum fee required to provide a crew and equipment on site, prepare the site, setup, and tear down.
		Daily Remobilization Fee	\$ 219	\$ 223	98%	388	\$ 84,972	\$ 223	1.8%	100%	\$ 86,524	\$ 1,552	

CHARGES FOR SERVICES

			Current Status Based on FY 19-20 Data					Proposed Fees for FY 21-22					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Street Repair Services Fees	Water Main Break	\$ 283	\$ 293	97%	-	\$ -	\$ 293	3.5%	100%	\$ -	\$ -	The service the crew provides includes labor, equipment and materials per unit of measure.
		Concrete Pavement per SF	\$ 4.25	\$ 4.26	100%	43,396	\$ 184,433	\$ 4.26	0.2%	100%	\$ 184,867	\$ 434	
		Sidewalk per SF	\$ 3.46	\$ 3.48	99%	13,503	\$ 46,720	\$ 3.48	0.6%	100%	\$ 46,990	\$ 270	
		Asphalt cap, 2" per SF	\$ 2.20	\$ 2.26	97%	4,866	\$ 10,705	\$ 2.26	2.7%	100%	\$ 10,997	\$ 292	
		Asphalt cap, temporary per SF	\$ 2.47	\$ 2.51	98%	38,384	\$ 94,808	\$ 2.51	1.6%	100%	\$ 96,344	\$ 1,535	
		Asphalt Stamping per SF	\$ 6.80	\$ 6.98	97%	-	\$ -	\$ 6.98	2.6%	100%	\$ -	\$ -	
		Finish Grading per SF	\$ 1.00	\$ 1.00	100%	10,048	\$ 10,048	\$ 1.00	0.0%	100%	\$ 10,048	\$ -	
		Concrete Curb per SF	\$ 16.08	\$ 16.08	100%	551	\$ 8,860	\$ 16.08	0.0%	100%	\$ 8,860	\$ -	
		Concrete Curb and Gutter per SF	\$ 27.10	\$ 27.19	100%	275	\$ 7,453	\$ 27.19	0.3%	100%	\$ 7,477	\$ 25	
		Saw Cut per SF	\$ 0.93	\$ 0.94	99%	12,192	\$ 11,339	\$ 0.94	1.1%	100%	\$ 11,460	\$ 122	
		Bricks / ea.	\$ 3.01	\$ 3.01	100%	-	\$ -	\$ 3.01	0.0%	100%	\$ -	\$ -	
		ADA Ramp / ea.	\$ 1,249	\$ 1,253	100%	8	\$ 9,992	\$ 1,253	0.3%	100%	\$ 10,024	\$ 32	

CHARGES FOR SERVICES

			Current Status Based on FY 19-20 Data					Proposed Fees for FY 21-22					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Regulatory Sign Fees	STOP 30"	\$ 112	\$ 110	102%	-	-	\$ 110	-1.8%	100%	-	-	Charges to developers for the City to install the initial set of traffic signs in a new subdivision. Developers have the option to have the signs fabricated by a private contractor and install the signs themselves with no charge paid to the City; however the signs must meet the City sign standards for material and installation hardware. The charges are also used for traffic signs damaged in auto accidents. Signs in Bold type are typical signs that would be installed in new subdivision.
		STOP 36"	\$ 122	\$ 119	103%	-	-	\$ 119	-2.5%	100%	-	-	
		30" STOP with All Way Plaque	\$ 118	\$ 119	99%	-	-	\$ 119	0.8%	100%	-	-	
		36" STOP with All Way Plaque	\$ 123	\$ 123	100%	-	-	\$ 123	0.0%	100%	-	-	
		30" STOP with double street names (6 3/4")	\$ 172	\$ 180	96%	-	-	\$ 180	4.7%	100%	-	-	
		30" STOP with double street names (9")	\$ 205	\$ 208	99%	-	-	\$ 208	1.5%	100%	-	-	
		30" STOP with double street names and cross traffic does not stop (6 3/4")	\$ 191	\$ 199	96%	-	-	\$ 199	4.2%	100%	-	-	
		30" STOP with double street names and cross traffic does not stop (9")	\$ 229	\$ 229	100%	-	-	\$ 229	0.0%	100%	-	-	
		30" STOP with double street names and Street Ends or No Outlet (6 3/4")	\$ 202	\$ 208	97%	-	-	\$ 208	3.0%	100%	-	-	
		30" STOP with double street names and Street Ends or No Outlet (9")	\$ 249	\$ 247	101%	-	-	\$ 247	-0.8%	100%	-	-	
		30" STOP with double one way arrow	\$ 142	\$ 137	104%	-	-	\$ 137	-3.5%	100%	-	-	
		30" STOP with double one way arrows (back to back)	\$ 140	\$ 141	99%	-	-	\$ 141	0.7%	100%	-	-	
		30" STOP with double one way arrows and cross traffic does not stop	\$ 165	\$ 162	102%	-	-	\$ 162	-1.8%	100%	-	-	
		YIELD 36"	\$ 111	\$ 108	103%	-	-	\$ 108	-2.7%	100%	-	-	

CHARGES FOR SERVICES

			Current Status Based on FY 19-20 Data					Proposed Fees for FY 21-22					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Regulatory Sign Fees	Right Lane Must Turn Right 30 X 30	\$ 113	\$ 111	102%	-	-	\$ 111	-1.8%	100%	-	-	Charges to developers for the City to install the initial set of traffic signs in a new subdivision. Developers have the option to have the signs fabricated by a private contractor and install the signs themselves with no charge paid to the City; however the signs must meet the City sign standards for material and installation hardware. The charges are also used for traffic signs damaged in auto accidents. Signs in Bold type are typical signs that would be installed in new subdivision.
		Center Lane Sign 24 X 30	\$ 109	\$ 108	101%	-	-	\$ 108	-0.9%	100%	-	-	
		One Way 12 X 36	\$ 100	\$ 99	101%	-	-	\$ 99	-1.0%	100%	-	-	
		One Way (double sided) 12 X 36	\$ 107	\$ 107	100%	-	-	\$ 107	0.0%	100%	-	-	
		DO NOT ENTER 30 X 30	\$ 113	\$ 111	102%	-	-	\$ 111	-1.8%	100%	-	-	
		Speed Limit 20/25/30/35/40 24 X 30	\$ 108	\$ 106	102%	-	-	\$ 106	-1.9%	100%	-	-	
		Speed Limit 25 with yellow border 32 X 42	\$ 120	\$ 122	98%	-	-	\$ 122	1.7%	100%	-	-	
		No Left/Right/U-turn Turn (symbol) 24 X 24	\$ 104	\$ 102	102%	-	-	\$ 102	-1.9%	100%	-	-	
		Keep Right (symbol) with Stripe Board (8 x 18) 18 X 24	\$ 115	\$ 111	104%	-	-	\$ 111	-3.5%	100%	-	-	
		Keep Right (symbol) with Stripe Board (12 x 36) 24 X	\$ 126	\$ 123	102%	-	-	\$ 123	-2.4%	100%	-	-	
		2hr Parking, Res Permit Parking 12 X 18	\$ 94	\$ 94	100%	-	-	\$ 94	0.0%	100%	-	-	
		No Parking, Handicap Parking 12 X 18	\$ 94	\$ 93	101%	-	-	\$ 93	-1.1%	100%	-	-	
		No Parking; No Parking, Stopping, Standing; Loading	\$ 103	\$ 103	100%	-	-	\$ 103	0.0%	100%	-	-	
		Replace Pole Only	\$ 93	\$ 96	97%	-	-	\$ 96	3.2%	100%	-	-	
		Reset Existing Sign	\$ 75	\$ 79	95%	-	-	\$ 79	5.3%	100%	-	-	

CHARGES FOR SERVICES

			Current Status Based on FY 19-20 Data					Proposed Fees for FY 21-22					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Warning Sign Fees	End of Roadway Diamonds 18 X 18	\$ 97	\$ 96	101%	-	-	\$ 96	-1.0%	100%	-	-	Charges to developers for the City to install the initial set of traffic signs in a new subdivision. Developers have the option to have the signs fabricated by a private contractor and install the signs themselves with no charge paid to the City; however the signs must meet the City sign standards for material and installation hardware. The charges are also used for traffic signs damaged in auto accidents. Signs in Bold type are typical signs that would be installed in new subdivision.
		Stripe Board 12 X 36	\$ 100	\$ 99	101%	-	-	\$ 99	-1.0%	100%	-	-	
		Curve Warning / Stop Ahead/ Signal Ahead/	\$ 113	\$ 111	102%	-	-	\$ 111	-1.8%	100%	-	-	
		Curve Warning with Advisory Speed Plaque	\$ 128	\$ 125	102%	-	-	\$ 125	-2.3%	100%	-	-	
		Direction Arrow (L/R/D) with 2 Stripe Boards	\$ 151	\$ 147	103%	-	-	\$ 147	-2.6%	100%	-	-	
		Chevron 18 X 24	\$ 100	\$ 99	101%	-	-	\$ 99	-1.0%	100%	-	-	
		Splitter Island Sign; No Trespassing 24 X 24	\$ 107	\$ 104	103%	-	-	\$ 104	-2.8%	100%	-	-	
		Advance Railroad Warning 30"	\$ 111	\$ 108	103%	-	-	\$ 108	-2.7%	100%	-	-	
		Cross Traffic Does Not Stop 18 X 30	\$ 103	\$ 102	101%	-	-	\$ 102	-1.0%	100%	-	-	
	Pedestrian Sign Fees	Pedestrian / School Crosswalk with diagonal	\$ 142	\$ 140	101%	-	-	\$ 140	-1.4%	100%	-	-	
	Pedestrian Sign Fees	Pedestrian / School Crosswalk with diagonal	\$ 157	\$ 155	101%	-	-	\$ 155	-1.3%	100%	-	-	
	Street Name Sign Fees	Double Sided Blade 6 3/4 X 30	\$ 112	\$ 102	110%	-	-	\$ 102	-8.9%	100%	-	-	
		Double Sided Blade/No Outlet/Street Ends 6 3/4 X	\$ 115	\$ 105	110%	-	-	\$ 105	-8.7%	100%	-	-	
		Double Sided Blade 6 3/4 X 42	\$ 119	\$ 109	109%	-	-	\$ 109	-8.4%	100%	-	-	
		Double Sided Blade/No Outlet/Street Ends 9 X 36	\$ 119	\$ 109	109%	-	-	\$ 109	-8.4%	100%	-	-	
		Double Sided Blade 9 X 42	\$ 123	\$ 113	109%	-	-	\$ 113	-8.1%	100%	-	-	



Ordinance Violation Charges

The charges in this category have been established by City ordinance, as allowed by State statutes, to recover the costs incurred by the City while enforcing certain ordinance violations. Violators may also be subject to punitive fines and court costs ordered by the Municipal Court. Due to the special nature of these charges, full cost recovery is maintained each year regardless of the percentage adjustment required. All of these charges relate to DWI offenses, probation, animal impoundment, or weed, health and tree abatements.

ORDINANCE VIOLATION CHARGES

			Current Status Based on FY 19-20 Data					Proposed Fees for FY 21-22					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Tree Abatement	Investigation and Processing Charge	\$ 230	\$ 230	100%	0	\$ -	\$ 230	0.0%	100%	\$ -	\$ -	City Code provides for the recovery of costs incurred by the City to abate property of trees creating hazards to public ways when the property owner fails to respond to proper notice of the violation.
		Abatement Charge	\$ 349	\$ 349	100%	0	\$ -	\$ 349	0.0%	100%	\$ -	\$ -	
Public Works	Tree Abatement	Each Hour or portion thereof by City Crew or Contractor Charge (City Contract)	Contract	Contract	100%	0	N/A	Contract	Contract	100%	N/A	N/A	Investigation and Processing Charge recovers the administrative costs to investigate and process a Tree Abatement. Abatement Charge establishes the charge for each hour or portion thereof for the City to physically abate the conditions contained in the Tree Abatement notice, including drive time, setup time, and cleanup time. The property owner is also responsible for the charge of landfill fees for eliminating the debris. Alternatively, the City may choose to abate the nuisance through an outside contract. The contract costs to the City will be charged to the property owner.

Enterprise Fund Fees

Fees in this section are determined differently than the other fees in this study. These fees are established to recover operating costs as well as recover long-term capital investment. They are being included in this document to ensure annual review. These charges relate to Sanitary Landfill and Clean Water Services.

ENTERPRISE FUND FEES

			Current Status Based on FY 19-20 Data			Proposed Fees for FY 21-22				Comments
Department	Fee Category	Service Description	Current Fee	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	Projected Revenue	Change in Revenue	
Environmental Services	Clean Water Services	Fats, Oils, and Grease (FOG)	\$ 135	1,082	\$ 146,070	\$ 148	9.6%	\$ 160,136	\$ 14,066	As a result of the new EPA/MDNR mandates, all Food Service Establishments (FSEs) must be permitted and inspected regularly to ensure proper FOG removal devices are in place and maintained properly.
		Industrial Pretreatment Fees (IPP): Categorical Industrial User (CIU)	\$ 3,601	23	\$ 82,823	\$ 3,377	-6.2%	\$ 77,671	\$ (5,152)	Any industrial user subject to a regulation containing pollutant discharge limits promulgated by the USEPA in accordance with section 307(b) and © of the act, which applies to industrial users. Includes prohibitive discharge limits established pursuant to section 403.5 of the act, categorical pretreatment standards, restricted discharges and local limits.
		Categorical Industrial User - No Discharge (CIU-ND)	\$ 1,533	6	\$ 9,198	\$ 1,012	-34.0%	\$ 6,072	\$ (3,126)	Any industrial user subject to a regulation containing pollutant discharge limits promulgated by the USEPA in accordance with section 307(b) and (c) of the act, which applies to industrial users. Includes prohibitive discharge limits established pursuant to section 403.5 of the act, categorical pretreatment standards, restricted discharges and local limits. Must be permitted and monitored as a no-discharge facility to ensure they do not discharge wastewaters to the Publicly Owned Treatment Works; either by evaporation, off-site treatment, or other means of wastewater disposal.

ENTERPRISE FUND FEES

			Current Status Based on FY 19-20 Data			Proposed Fees for FY 21-22				
Department	Fee Category	Service Description	Current Fee	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	Projected Revenue	Change in Revenue	Comments
Environmental Services	Clean Water Services	Significant Industrial User (SIU)	\$ 5,017	11	\$ 55,187	\$ 4,602	-8.3%	\$ 50,622	\$ (4,565)	Industrial user that discharges an average of 25,000 gdp or more of process wastewater to the POTW, contributes a process waste stream which makes up five percent more of the average dry weather hydraulic or organic capacity of the POTW treatment plant, is designated as such by the POTW on the basis that it has reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
		Industrial User (IU)	\$ 736	25	\$ 18,400	\$ 714	-3.0%	\$ 17,850	\$ (550)	Any nonresidential user identified in division A, B, D, E, or I of the Standard Industrial Classification Manual or any user which discharges wastewater containing toxic or poisonous substances or any substance which cause interference or pass through in the POTW.
		Surcharge-Industrial User-High Strength With Excess BOD/TSS	\$ 876	21	\$ 18,396	\$ 767	-12.4%	\$ 16,107	\$ (2,289)	Some industrial customers have wastewater that is made up of higher concentrations of pollutants that increase the City's cost for treatment. As a result, these customers pay a surcharge for wastewater treatment. Currently, the surcharge is applied to two pollutants; Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). BOD is regulated because of low levels of oxygen in the water causes fish kills and other aquatic life impacts. TSS is regulated because the solids in water block sunlight and make photosynthesis more difficult so plant food sources don't grow for fish and aquatic life.
		Testing Charges	*		\$ 89,744	*		\$ 94,985	\$ 5,241	*Testing charges vary by industry due to number and type of parameter analyses required, pricing based on local private laboratory charges.



City Code Section Reference Guide

City Code Section Reference Guide

Page #	Description	Code Section	Code Section Title	Department
12	Driveway Permit	98-115	Issuance of permit; fee	Public Works
12	Sidewalk Permit	2-425(b)	Fees	Public Works
12-13	Right of Way Excavation Permit or Inspection	98-45	Fees	Public Works
13	Public Improvement Fee	98-12	Private construction of streets and other public improvements.	Public Works/ Environmental Services
13	Encroachment Permit - Administrative	98-323	Application and Permit Required	Public Works
14	Encroachment Permit - Council Action	98-322.1	Encroachment license pursuant to special ordinance	Public Works
14	Taxicab and Wrecker Inspection	118-126	Vehicle Inspection Fee	Public Works
16	Escrow Fee	98-14	Assurance for completion of improvements	Public Works
16-17	Hazelwood Burial Services	30-33	Fees and charges generally	Public Works
17	Street Sweeping or Flushing	2-425	Fees	Public Works
17-18	Street Repair	98-51	Payment of charges for final repair	Public Works
19-21	Regulatory/ Roadway Signs	2-425	Fees	Public Works
24	Tree Abatement	114-31	Trees on private property creating hazard to public ways	Public Works
26	Fats, Oils, Grease	2-425	Fees for City services; license and inspection fees	Clean Water Services
26-27	Industrial Pretreatment Fees	120-5	Fees and charges	Clean Water Services

One-rdg. _____
P. Hmgs. _____
Pgs. 17
Filed 01-05-21

Sponsored by McGull

First Reading _____

Second Reading _____

COUNCIL BILL 2021 -014

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the exchange of approximately 0.15 acres of Smith Park, generally
2 located at 1536 East Division Street, for a portion of real estate for
3 right-of-way generally located at the intersection of Glenstone and
4 Division; and accepting an executed sanitary sewer easement
5 across 1536 East Division Street. (Planning and Zoning
6 Commission and staff recommend approval.)
7 _____
8

9 WHEREAS, Smith Park, generally located at 1536 East Division Street, lies
10 adjacent to Evangel University; and
11

12 WHEREAS, the City approached Evangel University to negotiate acquiring real
13 estate for right-of-way purposes necessary for the City's street improvement project at
14 and near the intersection of Division and Glenstone, previously approved as part of the
15 City's Capital Improvements Program; and
16

17 WHEREAS, Evangel University agreed to donate the land to the City in
18 exchange for a portion of Smith Park in order to expand a baseball field; and
19

20 WHEREAS, the Springfield-Greene County Park Board passed a resolution on
21 November 13, 2020, to authorize the transfer of a portion of Smith Park to Evangel
22 University; and
23

24 WHEREAS, City Council is willing to provide the property to Evangel University in
25 exchange for the property at and near the intersection of Division and Glenstone; and
26

27 WHEREAS, disposition of real property calls for City Council approval.
28

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

32 Section 1 – City Council hereby approves the exchange of real property generally
33 located at 1536 East Division Street, and more particularly described in "Exhibit A,"
34 which is attached hereto and incorporated herein by this reference, with Evangel

University as part of an Agreement for Exchange of Real Property, said agreement to be substantially similar in form and content as that document attached hereto and incorporated herein by reference as "Exhibit D," and authorizes the City Manager or his designee to do all things necessary to carry out the intent of this Ordinance, including executing said Agreement.

Section 2 – City Council hereby authorizes the City Manager to accept and record a fully executed perpetual Sanitary Sewer Easement over and through the real property more fully described in "Exhibit C – Attachment 2," which is attached hereto and incorporated herein by reference.

Section 3 – Upon signature of the Agreement for Exchange of Real Property and signature of the Sanitary Sewer Easement by Evangel University in a form approved by the City Attorney, City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real property by quitclaim deed to Evangel University.

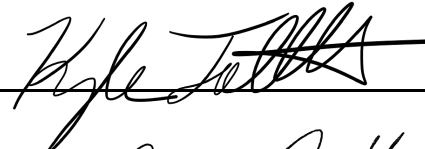
Section 4 – This Ordinance shall be in full force and effect from and after passage.

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 2021-014

FILED: 01-05-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To authorize the Springfield-Greene County Park Board to dispose of approximately 0.15 acres of property generally located at 1536 East Division Street, (Planning and Zoning Commission and staff recommend approval.)

BACKGROUND INFORMATION:

REQUEST TO DISPOSE #526

The Springfield-Greene County Park Board proposes to dispose of a portion of Smith Park property to Evangel University generally located at 1536 East Division Street. The City approached Evangel to negotiate acquiring a small portion of real estate for right-of-way purposes necessary for the City's street improvements project at and near the intersection of Division and Glenstone. As a result, Evangel agreed to donate the land to the City in exchange for a portion of Smith Park property in order to expand their ballfield. The Park Board passed a resolution on November 13, 2020, to authorize the transfer of Smith Park property to Evangel.

FINDINGS FOR STAFF RECOMMENDATION:

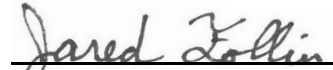
1. The subject property is within the city limits of the City of Springfield.
2. The proposed disposal will not adversely affect the City of Springfield's operations.
3. The subject property is to be acquired by the property owner of 1650 East Division Street.
4. A sanitary sewer easement will be dedicated over existing infrastructure within the disposed property (See "Exhibit C-Attachment 2").
5. The Park Board passed a resolution on November 13th, 2020 to authorize the transfer of property to Evangel (See "Exhibit C-Attachment 3").

The Planning and Zoning Commission held a public hearing on December 17, 2020 and recommended approval, by a vote of 7 to 0, of the proposed property disposal on the tract of land described on the attached sheet (see the attached "Exhibit B," Record of Proceedings).

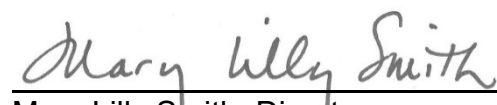
REMARKS:

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

Submitted by:


Jared Follin, Associate 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, Disposal legal description and exhibit

Attachment 2, New sanitary sewer easement legal description and exhibit

Attachment 3, Park Board Resolution

Exhibit A

**LEGAL DESCRIPTION
REQUEST TO DISPOSE NUMBER NO. 526**

A part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 18, Township 29 North, Range 21 West, in the City of Springfield, Greene County, Missouri, being a part of the tract of land described in the Warranty Deed recorded in the Greene County Recorder's Office in Book 1034 at Page 285, more particularly described as follows:

COMMENCING at the Northwest corner of said NE $\frac{1}{4}$; thence S88°20'21"E, along the North line of said NE $\frac{1}{4}$, a distance of 1,122.26 feet; thence S02°07'31"W, a distance of 24.07 feet to a point on the South Right-of-Way line of Division Street, as it now exists, said point being on the West line of a tract of land recorded in Book 1549 at Page 1685; thence S02°07'31"W, along said West line, a distance of 239.80 feet to a 1/2" iron bar set for a POINT OF BEGINNING, said point being 2.00 feet South of the top of bank of Jordan Creek; thence S02°07'31"W, continuing along said West line, a distance of 138.18 feet to a 5/8" iron bar "LS 20120000", being the Northeast corner of a tract of land recorded in Book 2015 at Page 23778-15; thence N88°39'49"W, along the North line of said tract, a distance of 47.75 feet to a 1/2" iron bar set being 0.5 feet West of the West side of an existing concrete wall and chain link fence; thence N00°49'31"E, along a line parallel with and 0.5 feet West of said West side of concrete wall and chain link fence, a distance of 62.42 feet to a 1/2" iron bar set; thence N22°47'43"W, continuing along said parallel line, a distance of 39.72 feet to a 1/2" iron bar set being 2.00 feet South of the existing top of bank of said Jordan Creek; thence N55°28'30"E, along said parallel line with creek, a distance of 38.66 feet to a 1/2" iron bar set; thence N65°42'14"E, a distance of 38.95 feet to the POINT OF BEGINNING. Containing 6,546 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

Exhibit B

**RECORD OF PROCEEDINGS
REQUEST TO DISPOSE NUMBER NO. 526
Planning and Zoning Commission – December 17, 2020**

Request to Dispose 526
1536 East Division Street

Applicant: The Springfield-Greene County Parks Board

COMMISSION ACTION:

Mr. Jobe motioned to **approve** consent item Request to Dispose 526 (1536 East Division Street). Mr. Shuler seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Cox, and Jobe, Thomas and Shuler. Nays: None. Abstain: None. Absent: Broekhoven and Rose.



Bob Hosmer, AICP
Planning Manager

Exhibit C

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING: DECEMBER 17, 2020

CITY COUNCIL PUBLIC HEARING: JANUARY 11, 2021



CASE NUMBER:

Request to Dispose 526

LOCATION: 1536 East Division Street

ACRES: 6,546 square feet

EXISTING LAND USE: Smith Park

APPLICANT: Springfield-Greene County Park Board

STAFF: Jared Follin, 864-1612

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve Disposition No. 526 as submitted in the staff report. 5 voting members to approve or deny.

SUMMARY OF REQUEST:

The Springfield-Greene County Park Board proposes to dispose of a portion of Smith Park property to Evangel University generally located at 1536 East Division Street. The City approached Evangel to negotiate acquiring a small portion of real estate for right-of-way purposes necessary for the City's street improvements project at and near the intersection Division and Glenstone. As a result, Evangel agreed to donate the land to the City in exchange for a portion of Smith Park property in order to expand their ballfield. The Park Board passed a resolution on November 13th, 2020 to authorize the transfer of Smith Park property to Evangel.

FINDINGS FOR STAFF RECOMMENDATION:

1. The subject property is within the city limits of the City of Springfield.
2. The proposed disposal will not adversely affect the City of Springfield's operations.
3. The subject property is to be acquired by the property owner of 1650 East Division Street.
4. A sanitary sewer easement will be dedicated over existing infrastructure within the disposed property (See Attachment 2).
5. The Park Board passed a resolution on November 13th, 2020 to authorize the transfer of property to Evangel (See Attachment 3).

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-TH	GI	GI	GI
LAND USE	Residential	University	University	University

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:

Not available

STAFF COMMENTS:

1. The subject property is within the city limits of the City of Springfield.
2. The proposed disposal is part of an agreement with Evangel University to donate right-of-way for street improvements to the City in exchange for land they plan to utilize to expand their ballfield.
3. A new sanitary sewer easement will be dedicated within the property to be disposed to Evangel University.
4. The Park Board passed a resolution November 13th, 2020 to authorize the transfer of property from Smith Park to Evangel University.
5. A Lot-Line Adjustment survey will be recorded after the Disposal is approved by City Council.
6. The proposed disposal will not adversely affect City of Springfield's operations.
7. The disposed portion of the property will be acquired by the adjacent property owner.
8. An exhibit of the proposed property to be disposed can be found in **Attachment 1**. The new sanitary sewer easement exhibit can be found in **Attachment 2**. The Park Board resolution can be found in **Attachment 3**.

LAND DISPOSAL POLICY:

Planning and Zoning Commission adopted the following policy statement for land disposals by public bodies:

1. **Where is the property located?**
SE Corner 1536 E Division St (Smith Park)
2. **Legal description.**
See Attachment 1
3. **Why doesn't the City of Springfield need the property anymore?**
The City of Springfield ("City") needs approximately 6061 square feet of right-of-way from Evangel University ("Evangel") for the City's roadway improvements at and near the intersection of Division Street and Glenstone Avenue and Evangel needs approximately 6,546 square feet of the Park Board's Smith Park for permanent expansion of Evangel's ballfield in this area.
4. **When was the current building erected?**
There is no City-owned building on the property to be disposed.
5. **Why was property acquired? What did the city originally intend to do with the property?**
City Park
6. **Who will purchase property?**
Evangel University

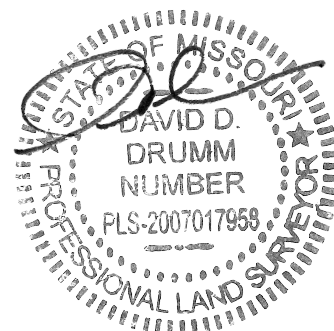
EXHIBIT A

A part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section 18, Township 29 North, Range 21 West, in the City of Springfield, Greene County, Missouri, being a part of the tract of land described in the Warranty Deed recorded in the Greene County Recorder's Office in Book 1034 at Page 285, more particularly described as follows:

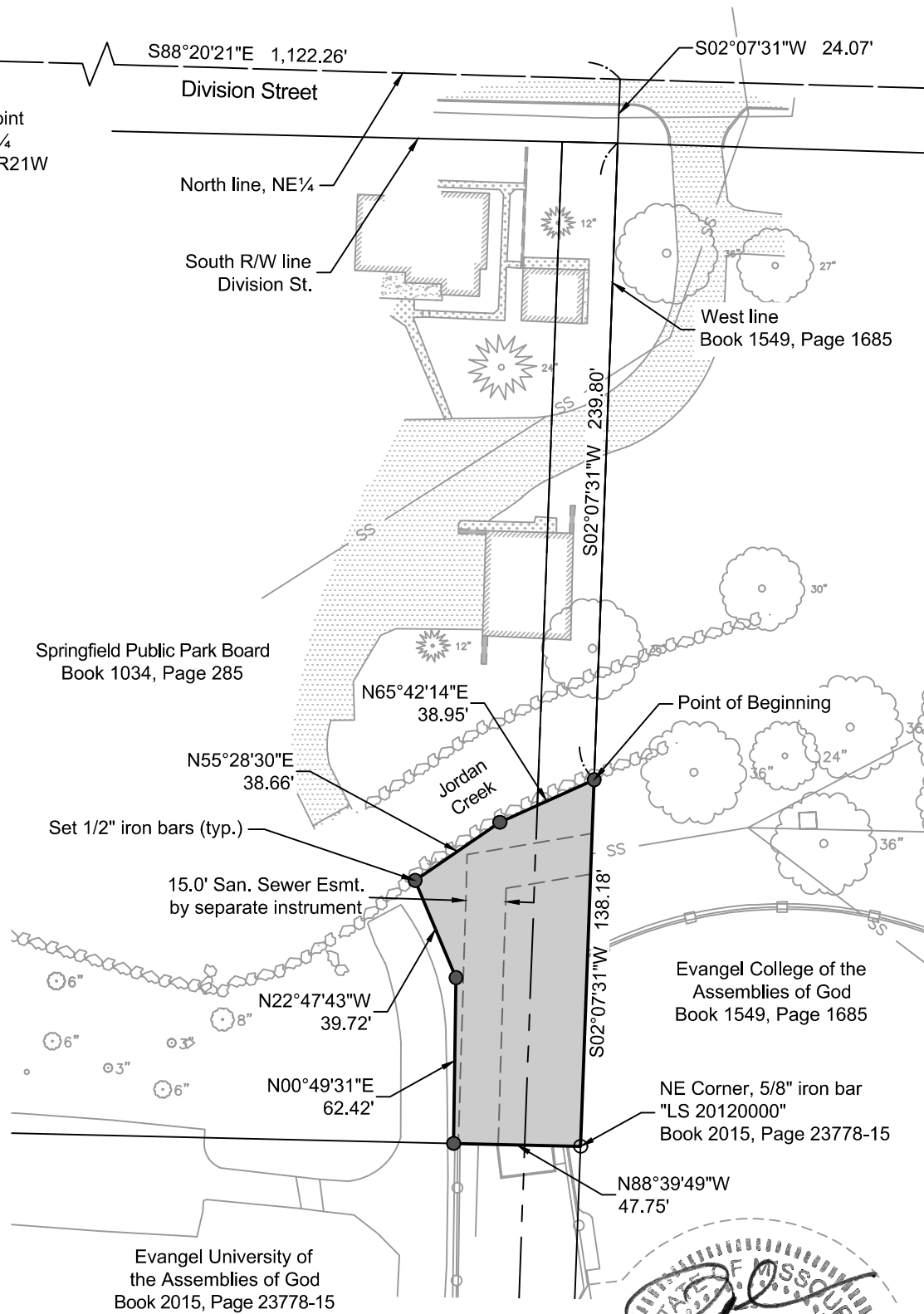
COMMENCING at the Northwest corner of said NE¼; thence S88°20'21"E, along the North line of said NE¼, a distance of 1,122.26 feet; thence S02°07'31"W, a distance of 24.07 feet to a point on the South Right-of-Way line of Division Street, as it now exists, said point being on the West line of a tract of land recorded in Book 1549 at Page 1685; thence S02°07'31"W, along said West line, a distance of 239.80 feet to a 1/2" iron bar set for a POINT OF BEGINNING, said point being approximately 2.00 feet South of the South bank of Jordan Creek; thence S02°07'31"W, continuing along said West line, a distance of 138.18 feet to a 5/8" iron bar "LS 20120000", being the Northeast corner of a tract of land recorded in Book 2015 at Page 23778-15; thence N88°39'49"W, along the North line of said tract, a distance of 47.75 feet to a 1/2" iron bar set being 0.5 feet West of the West side of an existing concrete wall and chain link fence; thence N00°49'31"E, along a line parallel with and 0.5 feet West of said West side of concrete wall and chain link fence, a distance of 62.42 feet to a 1/2" iron bar set; thence N22°47'43"W, continuing along said parallel line, a distance of 39.72 feet to a 1/2" iron bar set being approximately 2.00 feet South of the existing South bank of said Jordan Creek; thence N55°28'30"E, along said parallel line with creek, a distance of 38.66 feet to a 1/2" iron bar set; thence N65°42'14"E, a distance of 38.95 feet to the POINT OF BEGINNING.

Containing 6,546 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

Prepared by: Olsson, Inc.
Survey MO Certificate of Authority #LC366
550 St. Louis Street
Springfield MO 65806
Tel 417.890.8802
Project No.: 020-1843
Prepared for: Evangel University &
Springfield/Greene Co. Park Board



DWG: C:\Users\camold\Documents\CAD\project_shortcuts\020-1843 Evangel ASUB\SRVY\Sheets\V_EXH_Evangel_0201843.dwg
 DATE: Sep 11, 2020 6:44am
 USER: camold
 XREFS: V_XBNDY_0201843 V_XTOPO_0201843 150221_xtopo



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:	020-1843
DRAWN BY:	CDA
DATE:	09.10.20

EVANGEL UNIVERSITY
 SPRINGFIELD, MISSOURI 11 of 17

olsson

Olsson, Inc. Survey MO
 Certificate of Authority #LC366
 550 St. Louis Street
 Springfield, MO 65806
 TEL 417.890.8802 FAX 417.890.8805

EXHIBIT

B

EXHIBIT A

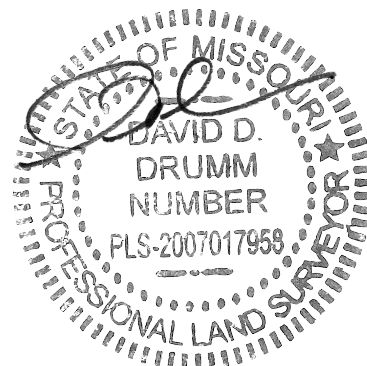
A PERPETUAL 15.0' SANITARY SEWER EASEMENT:

A part of the North One-Half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section 18, Township 29 North, Range 21 West, in the City of Springfield, Greene County, Missouri, being a part of the tract of land described in the Warranty Deed recorded in the Greene County Recorder's Office in Book 1034 at Page 285, more particularly described as follows:

COMMENCING at the Northwest corner of said $NE\frac{1}{4}$; thence $S88^{\circ}20'21''E$, along the North line of said $NE\frac{1}{4}$, a distance of 1,122.26 feet; thence $S02^{\circ}07'31''W$, a distance of 24.07 feet to a point on the South Right-of-Way line of Division Street, as it now exists, and the Northwest corner of a tract of land recorded in Book 1549 at Page 1685; thence continuing $S02^{\circ}07'31''W$, along the West line of said tract, a distance of 260.06 feet for a POINT OF BEGINNING; thence continuing $S02^{\circ}07'31''W$, along said West line, a distance of 15.31 feet; thence $S80^{\circ}29'18''W$, a distance of 32.25 feet; thence $S01^{\circ}45'13''W$, a distance of 96.53 feet to a point on the South line of said tract described in Book 1034 at Page 285; thence $N88^{\circ}39'49''W$, along said South line, a distance of 15.00 feet; thence $N01^{\circ}45'13''E$, a distance of 108.95 feet; thence $N80^{\circ}29'18''E$, a distance of 47.64 feet to the POINT OF BEGINNING.

Containing 2,140 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

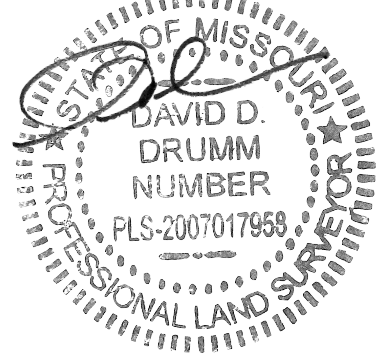
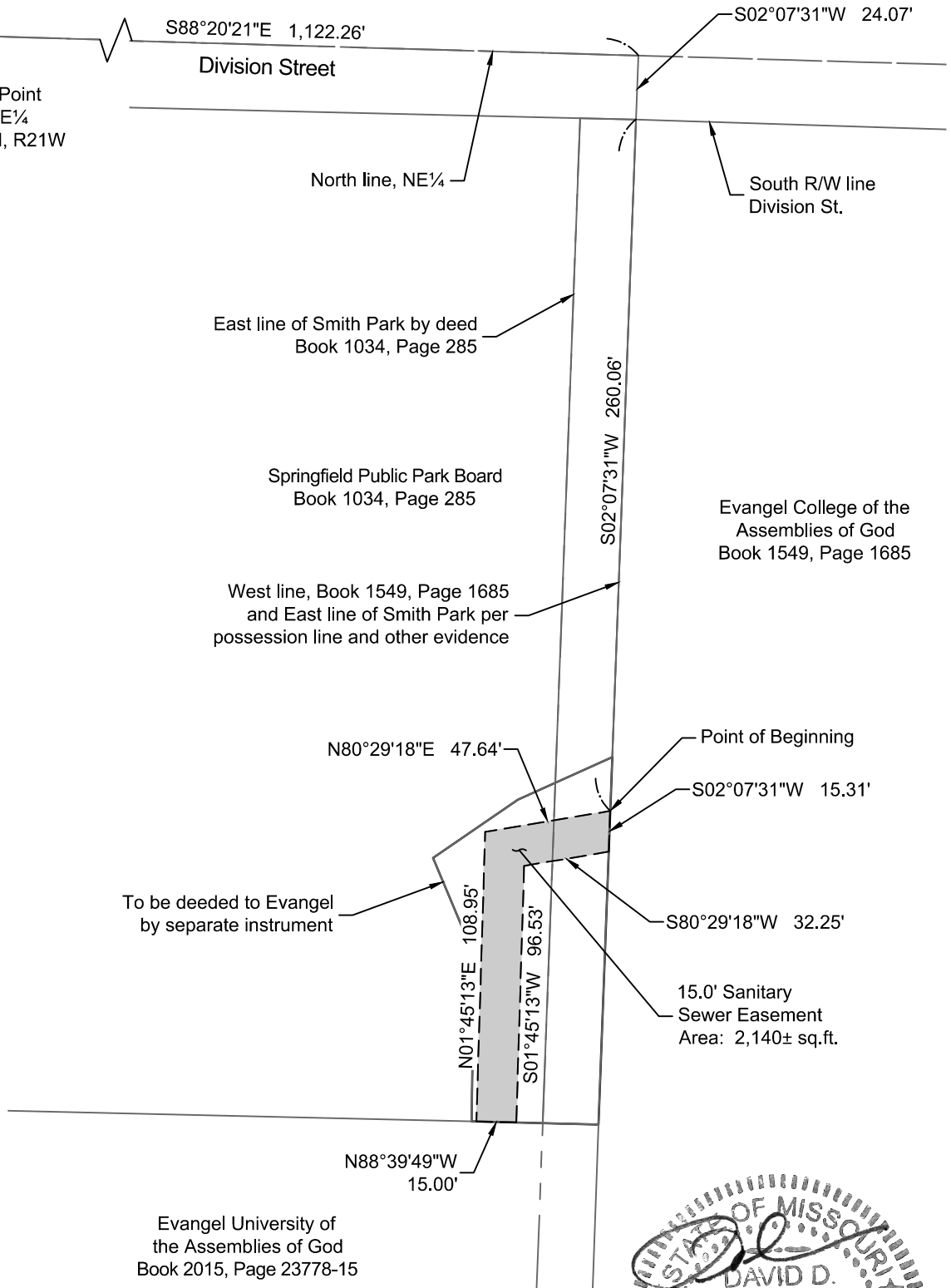
Prepared by: Olsson, Inc.
Survey MO Certificate of Authority #LC366
550 St. Louis Street
Springfield MO 65806
Tel 417.890.8802
Prepared for: Evangel University
Project No.: 020-1843



DWG: C:\Users\cornold\Documents\CAD\project_shortcuts\020-1843 Evangel ASUB\SRV\Sheets\V_ESM-SSE_0201843.dwg
DATE: Sep 15, 2020 8:08am XREFS: V_XBNDY_0201843
USER: cornold

N

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: 020-1843

DRAWN BY: CDA

DATE: 09.15.20

SANITARY SEWER EASEMENT
EVANGEL UNIVERSITY 13 of 17

olsson

Olsson, Inc. Survey MO
Certificate of Authority #LC366
550 St. Louis Street
Springfield, MO 65806
TEL 417.890.8802 FAX 417.890.8805

EXHIBIT

B

RESOLUTION AUTHORIZING THE PARK BOARD TO QUITCLAIM A SMALL PORTION OF ITS SMITH PARK PROPERTY TO EVANGEL FOR EXPANSION OF EVANGEL'S BALLFIELD, IN EXCHANGE FOR EVANGEL'S DONATION TO THE CITY OF A SMALL PORTION OF ITS REAL ESTATE FOR ROW NECESSARY FOR CITY'S STREET IMPROVEMENTS AT DIVISION AND GLENSTONE; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND OTHER ACTIONS IN CONNECTION WITH THE EXECUTION OF THE DEED AND DELIVERY OF QUITCLAIM DEED TO EVANGEL.

WHEREAS, the City of Springfield ("City") needs approximately 6061 square feet of right-of-way from Evangel University ("Evangel") for the City's roadway improvements at and near the intersection of Division Street and Glenstone Avenue and Evangel needs approximately 6,546 square feet of the Park Board's Smith Park for permanent expansion of Evangel's ballfield in this area; and

WHEREAS, the Springfield-Greene County Park Board ("Park Board") finds and determines that it is advantageous and in the best interests of the Park Board, its consumers, residents of this region and the City overall, in consideration and support of the exchange of real estate with Evangel for the City's roadway improvements, that Park Board quitclaim all interest it has in the real property described herein to Evangel.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SPRINGFIELD, MISSOURI, BY AND THROUGH THE SPRINGFIELD-GREENE COUNTY PARK BOARD:

Section 1. Approval of Execution of Quitclaim Deed. The City of Springfield, Missouri, by and through the Springfield-Greene County Park Board (Park Board) hereby approves the transfer of all interest, via quitclaim deed, the City has in the real property described herein to Evangel University, more fully described on attached "Exhibit A" and "Exhibit B", which are incorporated herein as if fully set-out.

Section 2. Authorization and Execution of Quitclaim Deed. The Park Board is hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the Park Board, a quitclaim deed in substantially similar form as the quitclaim deed that has been designated as "Exhibit 1" and which is incorporated herein as if fully set-out, approved by the Park Board and the Springfield City Attorney's Office with such changes therein as shall be approved by the City Attorney's Office and the officers of the Park Board executing the Quitclaim Deed, such officers' signatures thereon being conclusive evidence of their approval thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. Further Authority. The officers, agents and employees of the Park Board, including the Chair, Vice-Chair and Secretary, shall be and hereby are authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution, and to carry out, comply with and

perform the transfer of title to the real property described herein with such quitclaim deed, to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Effective Date. This Resolution shall take effect and be in full force immediately after its execution by the Park Board.

Approved and adopted by the City of Springfield, Missouri, by and through the Springfield-Greene County Park Board on the 13th day of November 2020.


Chair or Vice-Chair of the Park Board

ATTEST:


Vice-Chair or Secretary of the Park Board

Approved as to form by:  , Assistant City Attorney

C:\Users\lwoolsey.springfieldmo\Desktop\Parks\Smith Park_Evangel Transfer\Park Board Resolution_Quitclaim Portion of Smith Park to Evangel 10 29 2020.docx

Exhibit D

Contract # _____

Agreement for Exchange of Real Property

Re: Division Street (National Ave. to Glenstone Ave.) Improvement Project - #2017PW0036
Tract #21 – 1505 E. Division St.
Tract #22 – 1533 E. Division St., 1541 E. Division St. & 1508 E. Evangel Ct.
Tract #51 – 1650 E. Division St.
Tract #52 – 1435 N. Glenstone Ave.
Tract #53 – 1722 E. Division St.
Tract #58 – 1671 E. Division St.

Evangel University of the Assemblies of God, d/b/a Evangel University

Below is a summary of the exchanged interest in real property and appurtenances regarding the above referenced properties.

Tract #21 – Evangel Assembly of God
Perpetual Right-of-Way 704 Sq. Ft.
Temporary Construction Easement 1,780 Sq. Ft.

Tract #22 – Evangel College Assemblies of God
Perpetual Right-of-Way 399 Sq. Ft.
Temporary Construction Easement 3,203 Sq. Ft.

Tract #51- Evangel University of the Assemblies of God
Perpetual Right-of-Way 2,608 Sq. Ft.
Temporary Construction Easement 9,439 Sq. Ft.

Tract #52 – Evangel University of the Assemblies of God
Perpetual Right-of-Way 1,689 Sq. Ft.
Temporary Construction Easement 4,455 Sq. Ft.

Tract #53 – Assemblies of God General Council
Perpetual Right-of-Way 661 Sq. Ft.
Temporary Construction Easement 405 Sq. Ft.

Tract #58 – Evangel University of the Assemblies of God, d/b/a Evangel University
Temporary Construction Easement 503 Sq. Ft.

1. In lieu of payment for the right-of-way and temporary construction easements (Exhibits 1, 2, 3, 4, 5 & 6) the City / Springfield-Greene County Parks will grant via Quit-Claim Deed approximately 6,546 square feet of land as illustrated on (Exhibit 7). This property currently has Evangel University ballpark improvements that are encroaching on the park property that is being granted to Evangel University.

2. Evangel University of the Assemblies of God will also grant at no cost the Utility Easement(s) to City Utilities that is necessary for this project on Tracts #51 and 52 (Exhibit 8).

3. This property disposal was approved by the Springfield-Greene County Park Board on November 13, 2020; Springfield Planning & Zoning Commission on December 17, 2020 and by Springfield City Council on January 25, 2020, Ordinance # [REDACTED].

4. The property owner's representative acknowledges that they are relinquishing all items, if any, located in the right-of-way area being acquired that are not removed within 30 days of the property owner signing this agreement. The term "items" includes, but is not limited to, fencing, trees, landscaping, and sprinkler systems.

The undersigned agree with the terms and conditions listed on previous page.

Carol A. Taylor, President
Evangel University of the Assemblies of God
d/b/a Evangel University
Date

Approved by:

City Manager or his/her assigns
Date

Approved by:

Director of Public Works or Acting Director
Date

Approved by:

Director of Parks Department or Acting Director
Date

Approved as to Form:

City Attorney or Assistant City Attorney
Date

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 unencumbered balance of appropriated and available funds to pay therefore.

Director of Finance or Acting Director
Date

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 01-05-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 015

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Transportation Project Agreement between the City of Springfield,
2 Ridge at Ward Branch Transportation Development District, and
3 RW Development, LLC. (Staff recommends approval).
4 _____
5

6 WHEREAS, the Ridge at Ward Branch Transportation Development District (the
7 "District"), formed on December 2, 2020, by order of the Circuit Court of Greene County,
8 Missouri, is a political subdivision of the State of Missouri and is transacting business
9 and exercising powers granted to it pursuant to the Transportation Development District
10 Act, Section 238.200 through 238.275, RSMo (the "TDD Act"); and
11

12 WHEREAS, the District is authorized to impose a sales tax within the District for
13 the purpose of funding transportation improvements; and
14

15 WHEREAS, as part of a mixed-use development in southwest Springfield, the
16 District has proposed various street and parking lot improvements that will not be
17 merged into the state highways and transportation system (the "Local Transportation
18 Project"); and
19

20 WHEREAS, pursuant to 238.225 RSMo, approval of the Local Transportation
21 Project vests with the City as the local transportation authority; and
22

23 WHEREAS, the City and the District desire to establish their relationship
24 regarding development and future maintenance of the Local Transportation Project.
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 City Manager, or his designee, is hereby authorized to enter into
30 a Transportation Project Agreement, said contract to be substantially in the form and
31 content as "Exhibit A," attached hereto and incorporated herein by this reference, for the
32 construction, maintenance, dedication, and other matters related to various street and
33 parking lot improvements that will not be merged into the state highways and

34 transportation system.

35
36 Section 2 – This Ordinance shall be in full force and effect from and after its
37 passage.

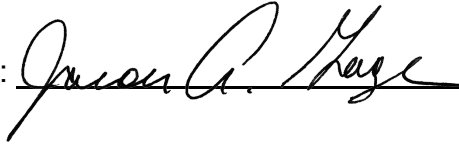
38
39 Passed at meeting: _____

40
41 _____
42 Mayor

43
44 Attest: _____, City Clerk

45
46 Filed as Ordinance: _____

47
48 Approved as to form:  _____, Assistant City Attorney

49
50
51 Approved for Council action:  _____, City Manager
52

EXPLANATION TO COUNCIL BILL 2021-015

FILED: 01-05-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: An ordinance approving a Transportation Project Agreement between the City of Springfield, Missouri, Ridge at Ward Branch Transportation Development District and RW Development, LLC.

BACKGROUND: RW Development, LLC (“Developer”) is in the process of developing a 100-acre mixed-use site in southwest Springfield. The Developer has formed the Ridge at Ward Branch Transportation Development District (“TDD”) to generate revenue to fund various street and parking lot improvements for the development (“Transportation Project”).

A general description of the projects comprising the Transportation Project is as follows:

- (a) Construction of certain portions of new public roads within and/or adjacent to the boundaries of the proposed District;
- (b) Realignment, reconstruction, and improvement, as necessary, of the median near the intersection of West El Camino Alto Street and South Lyons Avenue, within and/or adjacent to the proposed District;
- (c) Realignment, reconstruction, and improvement, as necessary, of the intersection of South Campbell Avenue and East Lakewood Street within and/or adjacent to the proposed District;
- (d) Construction of new driveways and parking lots within and/or adjacent to the boundaries of the proposed District; and
- (e) Certain grading, drainage, pavement, curbing, gutters, sidewalks, storm water facilities, structures (including any architectural treatments related thereto), signage, striping, lighting, traffic signals, landscaping, irrigation systems, utility relocation, or other similar or related infrastructure or improvements in connection with items (a) through (d) above.

Items a, b, d, and e are Local Transportation Projects. Item c is a State Transportation Project as it related to public improvements maintained by the Missouri Highways and Transportation Commission (“MHTC”).

Pursuant to Section 238.225 of the TDD Act, authority to approve the portion of the Transportation Project that will not be merged into the state highways and transportation system (the “Local Transportation Project”) vests with the City, as the applicable “local transportation authority,” and the City and Developer shall enter into a mutually

acceptable agreement regarding development and future maintenance of the Local Transportation Project.

COMMENTS: The Ordinance approves said agreement relating to the Local Transportation Projects (items a, b, d, e) funded by the TDD.

The Developer, at its cost, shall construct the Local Transportation Project on behalf of the TDD in accordance with all applicable laws and regulations. Once it is complete, the Developer will dedicate to the City the portions of the Local Project identified on any subdivision plat approved by the City, and the City will be responsible for maintenance of those improvements.

Upon completion of the portions of the Local Transportation Project that will not be dedicated to the City or MHTC, including driveways and parking lots ("Parking Lot Portion"), the Developer shall grant an easement or license to the TDD providing for the public use of the Parking Lot Portion for its useful life.

REMARKS: Staff recommends approval.

Submitted by:



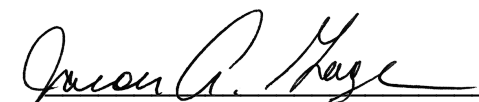
Sarah Kerner,
Economic Development Director

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

Exhibit A

TRANSPORTATION PROJECT AGREEMENT

THIS TRANSPORTATION PROJECT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2020, by and among the **RIDGE AT WARD BRANCH TRANSPORTATION DEVELOPMENT DISTRICT**, a political subdivision and transportation development district duly organized and existing under the laws of the State of Missouri (the “TDD”), **RW DEVELOPMENT LLC**, a Missouri corporation (the “Developer”), and the **CITY OF SPRINGFIELD, MISSOURI**, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the “City”).

RECITALS

A. On June 19, 2020, Developer, Springfield-Greene County Library District and Burning Tree Consulting, L.L.C. filed a Unanimous Petition for Formation of a Transportation Development District with the Circuit Court of Greene County, Missouri (the “TDD Petition”) pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280, RSMo., as amended (the “TDD Act”).

B. The TDD Petition describes a transportation project generally consisting of various street and parking lot improvements (as further described in the TDD Petition, the “Transportation Project”).

C. Pursuant to Section 238.225 of the TDD Act, the City, as the applicable “local transportation authority” is required to approve the portion of the Transportation Project that will not be merged into the state highways and transportation system (the “Local Transportation Project”).

D. Pursuant to the TDD Petition, the TDD intends to impose a sales and use tax (the “Sales Tax”) pursuant to Section 238.235 of the TDD Act.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt and sufficiency of which are acknowledged, the TDD and the City hereby agree as follows:

Section 1. Approval of the Transportation Project. The City, as the applicable local transportation authority under the TDD Act, hereby approves the Local Transportation Project. The parties acknowledge that the TDD will enter into an agreement with the Missouri Highways and Transportation Commission (the “Commission”) regarding the portion of the Transportation Project to be merged into the state highways and transportation system.

Section 2. Construction of the Local Transportation Project.

(a) The Developer shall construct the Local Transportation Project on behalf of the TDD in accordance with all applicable laws and regulations. The Developer shall be responsible for obtaining all permits, approvals and authorizations required by any federal, state or local authority for the construction of the Local Transportation Project (and the approval provided in **Section 1** above shall not be construed as excusing the Developer from obtaining any permit, authorization or approval required by the City’s municipal code).

(b) Upon completion of the Local Transportation Project (excluding the Parking Lot Portion of the Project (as defined herein)), the Developer shall (or shall cause the applicable property owners to) promptly dedicate to the City by deed, license, easement, grant, or other conveyance satisfactory to the City in its sole discretion those portions of the Local Project identified on any subdivision plat approved by the City (the “**City Dedication**”). The City Dedication shall be made free and clear of all liens and other monetary encumbrances (including, without limitation, any deeds of trust, mortgages, mechanic’s liens, materialman’s liens, or any other monetary lien or encumbrance of any kind). At the time of the City Dedication, the Developer shall provide the City with satisfactory evidence in the form of a title commitment showing that Developer has good and marketable title to the property to be dedicated to the City (except for any portion already owned by the City).

(b) Upon completion of those portions of the Local Transportation Project that will not be dedicated to the City or the Commission, including driveways and parking lots (collectively, the “**Parking Lot Portion of the Project**”), the Developer shall (or shall cause the applicable property owners to) promptly grant an easement or license to the TDD providing for the public use of the Parking Lot Portion its useful life (as reasonably determined by the TDD), subject to reasonable time, manner and place restrictions.

Section 3. Funding of the Transportation Project. The Developer has advanced and shall advance all costs of (i) promoting, financing, planning, designing, constructing, improving, maintaining, and operating the Transportation Project, (ii) ongoing administration of the District, (iii) filing and defending the TDD Petition (including, without limitation, legal fees) and all publication and incidental costs incurred in obtaining the Court’s certification of the TDD Petition pursuant to Section 238.217 of the TDD Act, and (iv) all other items of expense concerning the TDD Project that may lawfully be paid or incurred by the District under the TDD Act. The TDD and the Developer shall enter into a separate agreement whereby the TDD shall reimburse the Developer for such costs as TDD Sales Tax revenues are generated or through the issuance of notes, bonds or other obligations payable from the TDD Sales Tax revenues. Notwithstanding anything to the contrary herein, the Developer shall not be entitled to any reimbursement until the TDD verifies to its reasonable satisfaction that the costs to be reimbursed have been properly incurred and are eligible for reimbursement under the TDD Act.

Section 4. Indemnification and Release. To the extent permitted by law, the TDD and the Developer agree to indemnify, defend, and hold the City, its employees, agents, and independent contractors and consultants harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys’ fees and expenses, resulting from, arising out of, or in any way connected with: (a) any transaction or activity resulting from this Agreement; (b) the location of hazardous wastes, hazardous materials or other environmental contaminants located within the TDD; and (c) the negligence or willful misconduct of the Developer, the TDD or their respective employees, agents or independent contractors in connection with the management, and acquisition of the Local Transportation Project. The indemnifications set forth in this Section shall survive termination or expiration of this Agreement.

Section 5. Miscellaneous.

5.1 Representations and Warranties of the TDD. The TDD hereby represents and warrants that: (a) the TDD is authorized to enter into and perform this Agreement; (b) this Agreement was duly authorized by the governing body of the TDD; and (c) this Agreement is binding upon, and enforceable against the TDD, in accordance with its terms.

5.2 Representations and Warranties of the Developer. The Developer hereby represents and warrants that: (a) the Developer is authorized to enter into and perform this Agreement; (b) this Agreement was duly authorized by the governing body of the Developer; and (c) this Agreement is binding upon, and enforceable against the Developer, in accordance with its terms.

5.3 Representations and Warranties of the City. The City hereby represents and warrants that: (a) the City is authorized to enter into and perform this Agreement; (b) this Agreement was duly authorized by the governing body of the City; and (c) this Agreement is binding upon, and enforceable against the City, in accordance with its terms.

5.4 Applicable Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri.

5.5 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City or the TDD shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement. No shareholder, agent, employee or representative of the Developer shall be personally liable to the City or the TDD in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

5.6 Entire Agreement; Amendment. This Agreement shall be amended only in writing and effective when executed by the City, the Developer and the TDD.

5.7 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

5.8 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or any of them, would not have entered this Agreement without such term or provision, or would not have intended the remainder of this Agreement to be enforced without such term or provision.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the parties have caused this Transportation Project Agreement to be executed as of the date first written above.

**RIDGE AT WARD BRANCH TRANSPORTATION
DEVELOPMENT DISTRICT**

By: _____

Name: _____

Title: Chairman _____

RW DEVELOPMENT, a Missouri limited liability
company

By: _____

Name: _____

Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____

Name: _____

Title: _____

One-rdg. _____
P. Hmgs. _____
Pgs. 14
Filed: 01-05-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 016

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Fassnight Trail Improvements and
2 Luster Avenue Sidewalk project; accepting the bid of KCI Construction
3 Company in the amount of \$159,176.10 for said project; and
4 authorizing the City Manager, or his designee, to enter into a contract
5 with such bidder.
6 _____
7

8 WHEREAS, KCI Construction Company, is the lowest responsive and
9 responsible bidder for the Fassnight Trail Improvements and Luster Avenue Sidewalk
10 project, TAP-5901(814) (the "Project"); and
11

12 WHEREAS, the Project will extend the existing Fassnight Greenway Trail beyond
13 Jefferson Avenue to connect with Phelps Grove Park, as depicted on "Exhibit A," which
14 is attached hereto and incorporated herein by this reference; and
15

16 WHEREAS, these improvements will result in a 10-foot, shared-use trail
17 connection between the Springfield Art Museum, Phelps Grove Park, Parkview High
18 School, Fassnight Park, and Springfield Skate Park; and
19

20 WHEREAS, the Project will also provide new sidewalk along Luster Avenue from
21 Sunset Drive, north to Seminole Street resulting in a continuous sidewalk corridor from
22 Seminole Street to Battlefield Road and improved access and connectivity to Field
23 Elementary School as depicted on "Exhibit B," which is attached hereto and
24 incorporated herein by this reference; and
25

26 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
27 *Events* from November 20, 2020, to November 25, 2020. Bids were opened on
28 December 15, 2020.
29

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

33 Section 1 – City Council hereby approves the plans and specifications for the
34 Fasnigh Trail Improvements and Luster Avenue Sidewalk project, TAP-5901(814),
35 and accepts the bid of KCI Construction Company, for said Project, at the price and
36 sum of \$159,176.10, except as said sum may be lawfully increased or decreased by the
37 actual quantities of work units involved.
38

39 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
40 a contract with said bidder for such work, said contract to be in substantially similar form
41 to the document attached hereto, and incorporated herein by this reference, as “Exhibit
42 C,” and in accordance with the terms of the bid, the plans, and the specifications.
43

44 Section 3 – All workers performing work under the contract attached hereto as
45 “Exhibit C,” shall be paid a wage of no less than the prevailing hourly rate of wages for
46 work of a similar character in this locality or the public works contracting minimum wage,
47 whichever is applicable. Contractor shall fully comply with the provisions and
48 requirements of the Missouri State Prevailing Wage Law. Contractors and any
49 subcontractor performing work under this contract must provide a 10-hour OSHA
50 construction safety training program, or similar program approved by the Department of
51 Labor, for on-site employees, unless employees demonstrate they previously completed
52 the program.
53

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

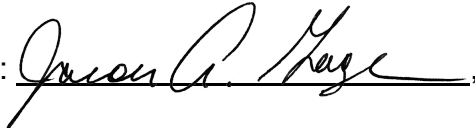
57 Passed at meeting: _____
58
59

60 _____
61 Mayor
62

63 Attest: _____, City Clerk
64

65 Filed as Ordinance: _____
66

67
68 Approved as to form: , Assistant City Attorney
69

70
71 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-016

FILED: 01-05-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for the Fassnight Trail Improvements and Luster Avenue Sidewalk project, TAP-5901(814), accepting the bid of KCI Construction Company, and authorizing the City Manager, or his designee, to enter into a contract ("Exhibit C") with such bidder.

BACKGROUND INFORMATION: The Fassnight Trail Improvements ("Exhibit A") will extend the existing Fassnight Greenway Trail beyond Jefferson Avenue, where it currently ends, to connect with Phelps Grove Park. This will result in a 10-foot, shared-use trail connection between the Springfield Art Museum, Phelps Grove Park, Parkview High School, Fassnight Park, and Springfield Skate Park.

The Luster Avenue Sidewalk project (depicted in "Exhibit B ") will provide new sidewalk along Luster Avenue from Sunset Drive, north to Seminole Street resulting in a continuous sidewalk corridor from Seminole Street to Battlefield Road and improved access and connectivity to Field Elementary School.

Bids were solicited for this project by advertising in *The Daily Events* from November 20, 2020, to November 25, 2020. Bids were opened on December 15, 2020, at 10:30 a.m., with the following bids received:

<u>Contractor</u>	<u>Bid Amount</u>
KCI Construction Company	\$159,176.10
Spalding Constructors, LLC.	\$171,811.00
Liming Concrete, LLC.	\$174,264.00
Donco 3 Construction, LLC.	\$191,261.18
Hunter Chase & Associates, Inc.	\$210,923.50
Branco Enterprises, Inc.	\$217,317.50
<u>D&E Plumbing & Heating, Inc.</u>	<u>\$259,272.00</u>
Engineer's Estimate	\$197,598.00

The low bid, if accepted, will be partially funded by the Transportation Alternatives Program through the Missouri Department of Transportation (\$127,340.88), which is already budgeted, with the remaining amount (\$31,835.22) to be funded by the 1/8-Cent Transportation Sales Tax Alternative Transportation Program and is already budgeted.

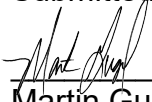
Supports the following City Council Priorities:

- Quality of Place

- Economic Vitality
- Public Safety
- Fiscal Sustainability

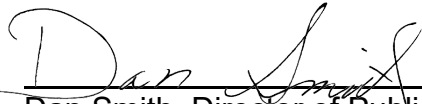
REMARKS: Public Works recommends acceptance of the bid of KCI Construction Company as the lowest responsible bid and passage of this Ordinance. Bid is contingent upon approval by the Missouri Department of Transportation.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

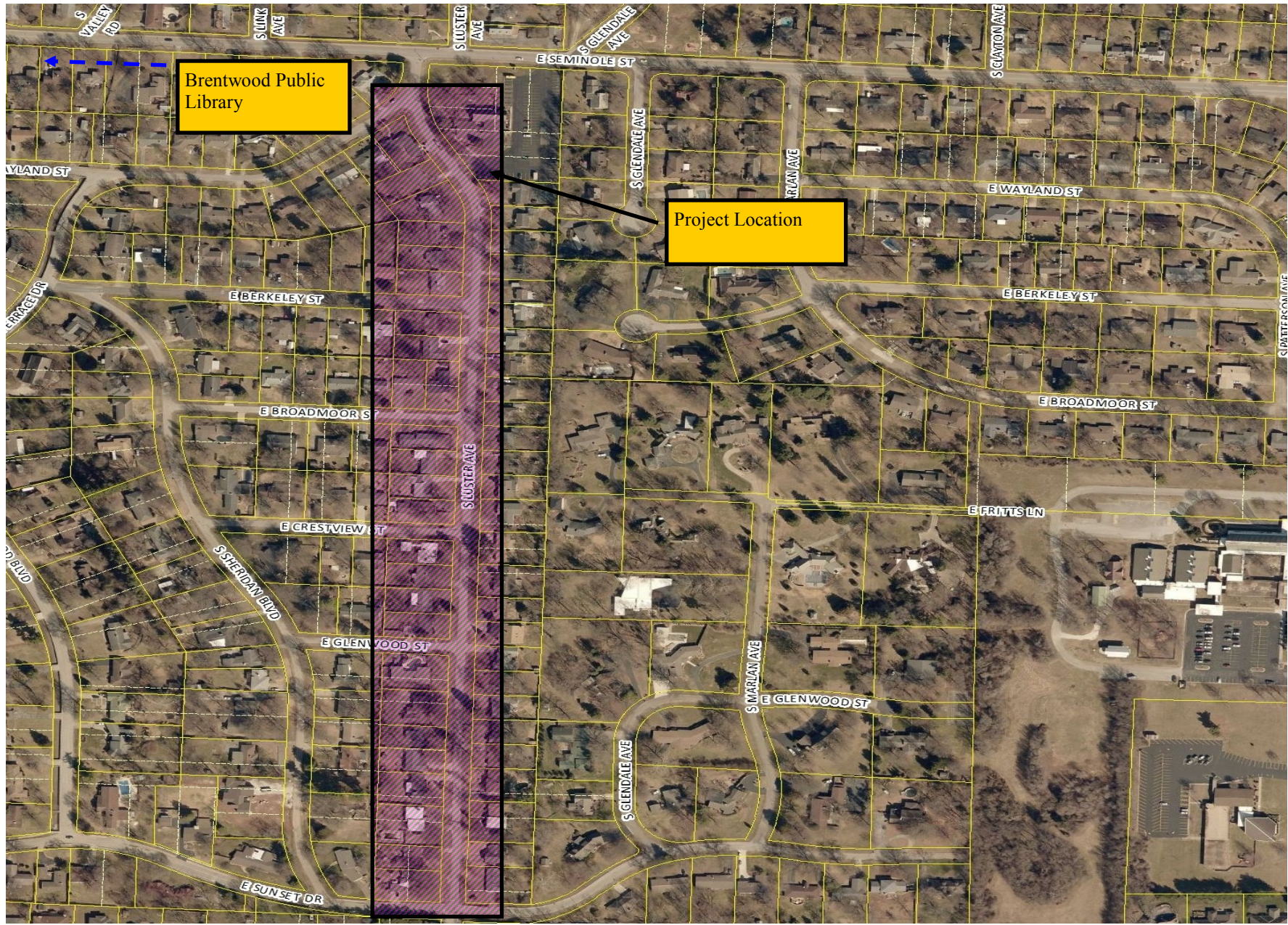


Exhibit A



5 of 14

Luster Avenue Sidewalk—Sunset Drive to Seminole Street



City of Springfield, Missouri

Exhibit B



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

Exhibit C

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) CONTRACTOR (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1930 FAX: (417) 864-1901 ATTN: JOE HAMP DEPT.: PUBLIC WORKS		NAME: KCI CONSTRUCTION COMPANY ADDRESS: 10315 LAKE BLUFF DRIVE ST. LOUIS, MO 63123 PHONE: FAX: ATTN:	

AGREEMENT

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

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

Fassnight Trail Improvements and Luster Avenue Sidewalk TAP-5901 (814)

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 120 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 labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality 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, or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever wage is applicable. Contractor shall pay wages not less than once a week. At any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract. 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; and

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, 2020, 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 Nine Hundred Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars (\$435,849.00) 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 Nine Hundred Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars (\$435,849.00) 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 \$159,176.10 (One Hundred Fifty-Nine Thousand One Hundred Seventy-Six Dollars and Ten Cents) 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 \$700 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 \$159,176.10 (One Hundred Fifty-Nine Thousand One Hundred Seventy-Six Dollars and Ten Cents) 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, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

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

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (07-01-13 Revised Edition)
- e. Special Conditions & Provisions
- f. Required Federal Contract Provisions
- g. Proposal
- h. Statement of Bidder's Qualifications
- i. Acknowledgment
- j. Performance Bond and Payment and Material Bond
- k. Instructions to Bidders
- l. Anti-collusion Affidavit
- m. Notice to Proceed
- n. Notice to Contractors

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

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, color, religion, sex, sexual orientation, gender identity, national origin, 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. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised

Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that the contractor is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

27. 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.

28. 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.

29. 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 evidence their agreement to the terms of this Contract by their signatures below.

REVIEWED BY:

RECOMMENDED BY:

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE), please indicate classification.

Minority Owned c Women Owned c Veteran Owned c

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment*****

Vendor certifies that (check all that apply):

1. ____ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
2. ____ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
3. ____ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
4. ____ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
5. ____ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Vendor Certification:

I certify the information above is true and accurate.

By: _____

Title: _____

Company: _____

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 01-05-21

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-017

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Galloway Trail Reconstruction –
2 Republic Road to Sequiota Park; accepting the bid of Liming Concrete,
3 LLC, in the amount of \$141,380, for said project; and authorizing the
4 City Manager, or his designee, to enter into a contract with such
5 bidder.
6 _____
7

8 WHEREAS, Liming Concrete, LLC, is the lowest responsive and responsible
9 bidder for the Galloway Trail Reconstruction – Republic Road to Sequiota Park, STBG-
10 5901(812) (the “Project”); and
11

12 WHEREAS, the Project will reconstruct an existing portion of the Galloway Trail
13 which is in need of upgrades due to heavy use and aging pavement surfaces, a location
14 map is depicted on “Exhibit A,” which is attached hereto and incorporated herein by this
15 reference; and
16

17 WHEREAS, said Project will replace existing asphalt surface with an 8 to 10-foot
18 wide, ADA compliant concrete trail resulting in improved walkability on one of the City’s
19 busiest trails; and
20

21 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
22 *Events* from November 20, 2020, to November 25, 2020. Bids were opened on
23 December 15, 2020.
24

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

28 Section 1 – City Council hereby approves the plans and specifications for the
29 Galloway Trail Reconstruction – Republic Road to Sequiota Park, STBG-5901(812),
30 and accepts the bid of Liming Concrete, LLC, for said Project, at the price and sum of
31 \$141,380, except as said sum may be lawfully increased or decreased by the actual
32 quantities of work units involved.
33

34 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
35 a contract with said bidder for such work, said contract to be in substantially similar form
36 to the document attached hereto, and incorporated herein by this reference, as “Exhibit
37 B,” and in accordance with the terms of the bid, the plans, and the specifications.
38

39 Section 3 – All workers performing work under the contract attached hereto as
40 “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for
41 work of a similar character in this locality or the public works contracting minimum wage,
42 whichever is applicable. Contractor shall fully comply with the provisions and
43 requirements of the Missouri State Prevailing Wage Law. Contractors and any
44 subcontractor performing work under this contract must provide a 10-hour OSHA
45 construction safety training program, or similar program approved by the Department of
46 Labor, for on-site employees, unless employees demonstrate they previously completed
47 the program.
48

49 Section 4 – This Ordinance shall be in full force and effect from and after
50 passage.
51

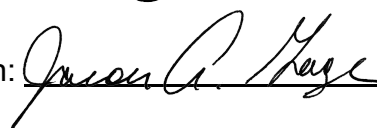
52 Passed at meeting: _____
53

54
55
56 _____
57 Mayor

58 Attest: _____, City Clerk
59

60 Filed as Ordinance: _____
61

62
63 Approved as to form: , Assistant City Attorney
64

65
66 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-017

FILED: 01-05-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for the Galloway Trail Reconstruction – Republic Road to Sequiota Park, STBG-5901(812), accepting the bid of Liming Concrete, LLC, and authorizing the City Manager, or his designee, to enter into a contract (“Exhibit B”) with such bidder.

BACKGROUND INFORMATION: The Galloway Trail Reconstruction project (“Exhibit A”) will reconstruct an existing portion of the Galloway Trail due to heavy use and aging pavement surfaces. The existing asphalt surface will be replaced with an 8 to 10-foot wide, ADA compliant concrete trail resulting in improved walkability on one of Springfield’s busiest trails.

Bids were solicited for this project by advertising in *The Daily Events* from November 20, 2020, to November 25, 2020. Bids were opened on December 15, 2020, at 10:30 a.m., with the following received:

<u>Contractor</u>	<u>Bid Amount</u>
Liming Concrete, LLC	\$141,380.00
Hunter Chase & Associates, Inc.	\$197,700.00
D&E Plumbing & Heating, Inc.	\$240,280.00
Donco 3 Construction, LLC	\$254,460.00
Branco Enterprises, Inc.	\$266,234.00
Emery Sapp & Sons, Inc.	\$271,101.62
Engineer’s Estimate	\$182,818.00

The low bid, if accepted, will be partially funded by a Surface Transportation Block Grant through the Missouri Department of Transportation (\$113,104), which is already budgeted. The remaining amount (\$28,276) will be funded by the 1/8-Cent Transportation Sales Tax Alternative Transportation Program and is already budgeted.

Supports the following City Council Priorities:

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

REMARKS: Public Works recommends acceptance of the bid from Liming Concrete,

LLC, as the lowest responsible bid and passage of this Ordinance. Bid is contingent upon approval by the Missouri Department of Transportation.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



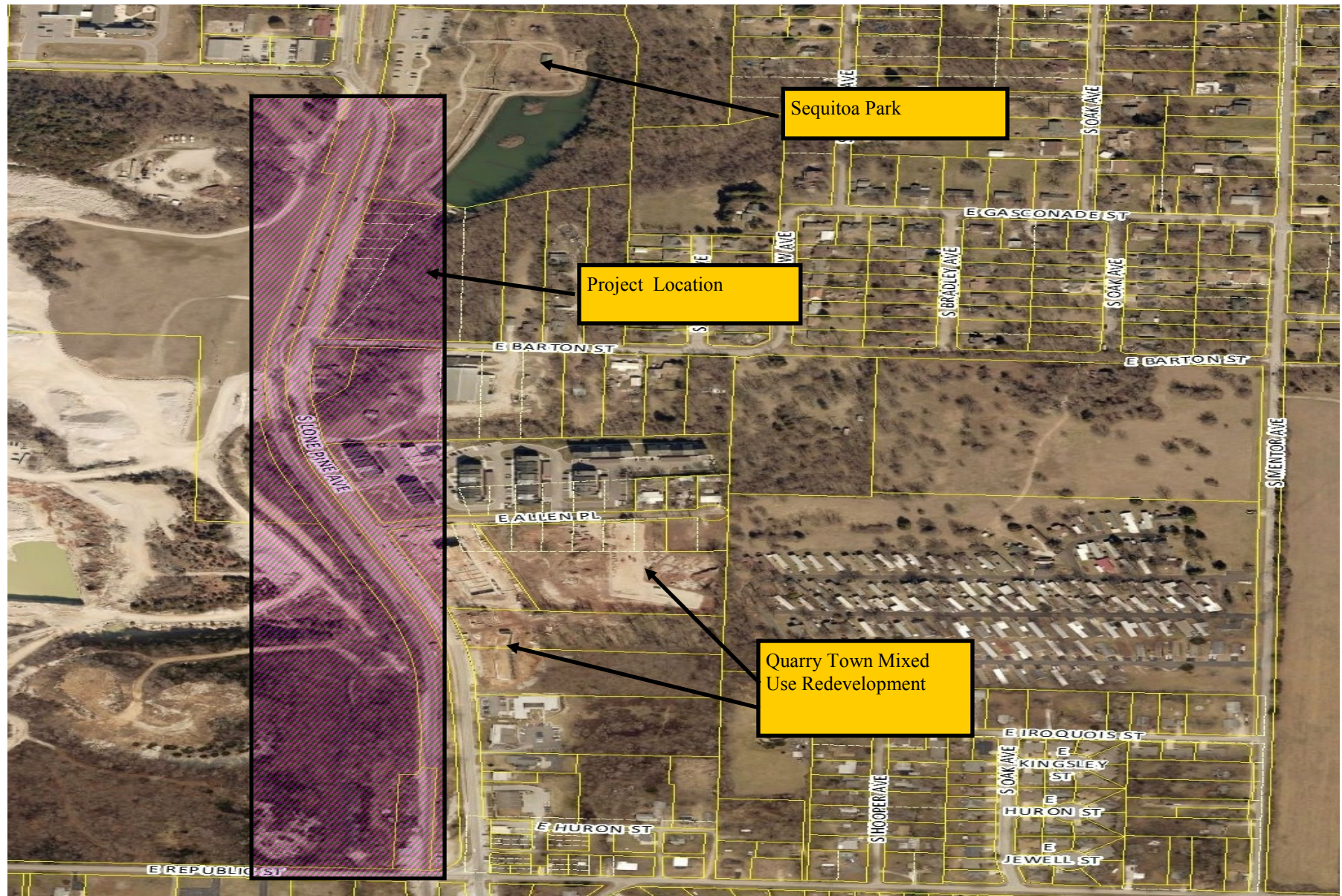
Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Reconstruction of Galloway Trail—Republic Road to Sequiota Park



City of Springfield, Missouri

Exhibit A



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

Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) CONTRACTOR (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1930 FAX: (417) 864-1901 ATTN: JOE HAMP DEPT.: PUBLIC WORKS		NAME: LIMING CONCRETE, LLC ADDRESS: 4611 E FARM ROAD 94 SPRINGFIELD, MO 65803 PHONE: FAX: ATTN:	

AGREEMENT

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

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

Galloway Trail Reconstruction – Republic Road to Sequiota Park STBG-5901 (812)

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 labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality 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, or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever wage is applicable. Contractor shall pay wages not less than once a week. At any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract. 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; and

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, 2020, 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 Nine Hundred Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars (\$435,849.00) 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 Nine Hundred Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars (\$435,849.00) 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 \$141,380.00 (One Hundred Forty-One Thousand Three Hundred Eighty Dollars and Zero Cents) 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 \$700 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 \$141,380.00 (One Hundred Forty-One Thousand Three Hundred Eighty Dollars and Zero Cents) 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, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

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

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (07-01-13 Revised Edition)
- e. Special Conditions & Provisions
- f. Required Federal Contract Provisions
- g. Proposal
- h. Statement of Bidder's Qualifications
- i. Acknowledgment
- j. Performance Bond and Payment and Material Bond
- k. Instructions to Bidders
- l. Anti-collusion Affidavit
- m. Notice to Proceed
- n. Notice to Contractors

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

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, color, religion, sex, sexual orientation, gender identity, national origin, 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. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised

Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that the contractor is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

27. 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.

28. 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.

29. 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 evidence their agreement to the terms of this Contract by their signatures below.

REVIEWED BY:

RECOMMENDED BY:

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE), please indicate classification.

Minority Owned c Women Owned c Veteran Owned c

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment*****

Vendor certifies that (check all that apply):

1. ____ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
2. ____ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
3. ____ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
4. ____ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
5. ____ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Vendor Certification:

I certify the information above is true and accurate.

By: _____

Title: _____

Company: _____

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 01-05-21

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 018

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Sidewalk Connection to Galloway
2 Trail project – Greenwood Street to Lone Pine Avenue; accepting the
3 bid of D&E Plumbing & Heating, LLC, in the amount of \$163,051.90 for
4 said project; and authorizing the City Manager, or his designee, to
5 enter into a contract with such bidder.
6 _____
7

8 WHEREAS, D&E Plumbing & Heating, LLC, is the lowest responsive and
9 responsible bidder for the Sidewalk Connection to Galloway Trail project – Greenwood
10 Street to Lone Pine Avenue, STBG-5901(811) (the “Project”); and
11

12 WHEREAS, the Project will provide new sidewalk along the west side of Lone
13 Pine Avenue to Covington Street, a traffic signal at Lone Pine and Covington with
14 pedestrian crossings, and sidewalk along the north side of Covington connecting
15 directly to the Galloway Trail, as shown on “Exhibit A,” which is attached hereto and
16 incorporated herein by this reference; and
17

18 WHEREAS, the City has had many requests to make this connection from the
19 Brentwood Neighborhood to the Galloway Trail ; and
20

21 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
22 *Events* from November 20, 2020, to November 25, 2020. Bids were opened on
23 December 15, 2020.
24

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

28 Section 1 – City Council hereby approves the plans and specifications for the
29 Sidewalk Connection to Galloway Trail project – Greenwood Street to Lone Pine
30 Avenue, STBG-5901(811), and accepts the bid of D&E Plumbing & Heating, LLC, for
31 said Project, at the price and sum of \$163,051.90, except as said sum may be lawfully
32 increased or decreased by the actual quantities of work units involved.
33

34 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
35 a contract with said bidder for such work, said contract to be in substantially similar form
36 to the document attached hereto, and incorporated herein by this reference, as “Exhibit
37 B,” and in accordance with the terms of the bid, the plans, and the specifications.
38

39 Section 3 – All workers performing work under the contract attached hereto as
40 “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for
41 work of a similar character in this locality or the public works contracting minimum wage,
42 whichever is applicable. Contractor shall fully comply with the provisions and
43 requirements of the Missouri State Prevailing Wage Law. Contractors and any
44 subcontractor performing work under this contract must provide a 10-hour OSHA
45 construction safety training program, or similar program approved by the Department of
46 Labor, for on-site employees, unless employees demonstrate they previously completed
47 the program.
48

49 Section 4 – This Ordinance shall be in full force and effect from and after
50 passage.
51

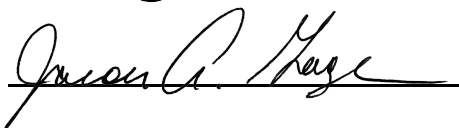
52 Passed at meeting: _____
53

54
55
56 _____
57 Mayor

58 Attest: _____, City Clerk
59

60 Filed as Ordinance: _____
61

62
63 Approved as to form: , Assistant City Attorney
64

65
66 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-018

FILED: 01-05-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for the Sidewalk Connection to Galloway Trail project – Greenwood Street to Lone Pine Avenue, STBG-5901(811), accepting the bid of D&E Plumbing & Heating, LLC, and authorizing the City Manager, or his designee, to enter into a contract (“Exhibit B”) with such bidder.

BACKGROUND INFORMATION: The Sidewalk Connection to Galloway Trail project – (“Exhibit A”) will provide new sidewalk along the west side of Lone Pine Avenue to Covington Street, a traffic signal at Lone Pine and Covington with pedestrian crossings, and sidewalk along the north side of Covington connecting directly to the Galloway Trail. The City has had many requests to make this connection from the Brentwood Neighborhood to the Galloway Trail.

Bids were solicited for this project by advertising in *The Daily Events* from November 20, 2020, to November 25, 2020. Bids were opened on December 15, 2020, at 10:30 a.m., with the following bids received:

<u>Contractor</u>	<u>Bid Amount</u>
D&E Plumbing & Heating, LLC,	\$163,051.90
Branco Enterprises, Inc.	\$174,414.35
<u>Hunter Chase & Associates, Inc</u>	<u>\$191,975.50</u>
Engineer’s Estimate	\$228,259.25

The low bid, if accepted, will be partially funded by a Surface Transportation Block Grant through the Missouri Department of Transportation (\$130,441.52), which is already budgeted. The remaining amount (\$32,610.38) will be funded by the 1/8-Cent Transportation Sales Tax Alternative Transportation Program and is already budgeted.

Supports the following City Council Priorities:

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

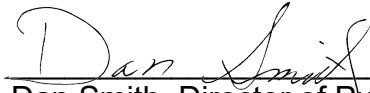
REMARKS: Public Works recommends acceptance of the bid from D&E Plumbing & Heating, LLC, as the lowest responsible bid and passage of this Ordinance. Bid is contingent upon approval by the Missouri Department of Transportation.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



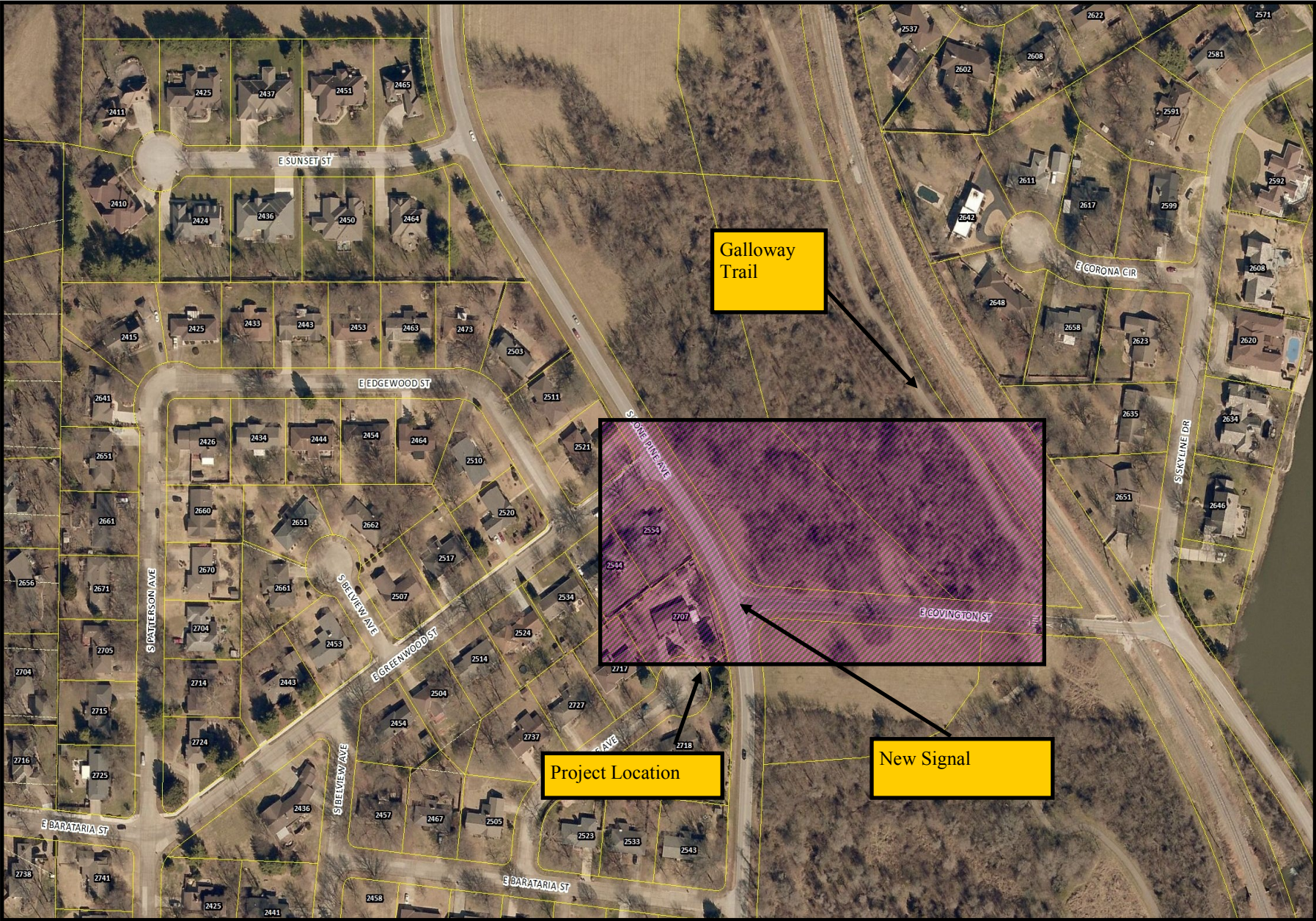
Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Sidewalk Connection — Greenwood Street to Galloway Trail



City of Springfield, Missouri

Exhibit A



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

Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) CONTRACTOR (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1930 FAX: (417) 864-1901 ATTN: JOE HAMP DEPT.: PUBLIC WORKS		NAME: D&E PLUMBING & HEATING, LLC ADDRESS: 1112 N. FALCON CREST COURT NIXA, MO 65714 PHONE: FAX: ATTN:	

AGREEMENT

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

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

Sidewalk Connection to Galloway Trail – Greenwood to Lone Pine, STBG-5901 (811)

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 90 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 labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality 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, or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever wage is applicable. Contractor shall pay wages not less than once a week. At any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract. 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; and

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, 2020, 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 Nine Hundred Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars (\$435,849.00) 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 Nine Hundred Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars (\$435,849.00) 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 \$163,051.90 (One Sixty-Three Thousand Fifty-One Dollars and Ninety Cents) 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 \$700 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 \$163,051.90 (One Sixty-Three Thousand Fifty-One Dollars and Ninety Cents) 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, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

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

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (07-01-13 Revised Edition)
- e. Special Conditions & Provisions
- f. Required Federal Contract Provisions
- g. Proposal
- h. Statement of Bidder's Qualifications
- i. Acknowledgment
- j. Performance Bond and Payment and Material Bond
- k. Instructions to Bidders
- l. Anti-collusion Affidavit
- m. Notice to Proceed
- n. Notice to Contractors

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

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, color, religion, sex, sexual orientation, gender identity, national origin, 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. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised

Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that the contractor is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

27. 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.

28. 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.

29. 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 evidence their agreement to the terms of this Contract by their signatures below.

REVIEWED BY:

RECOMMENDED BY:

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE), please indicate classification.

Minority Owned c Women Owned c Veteran Owned c

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment*****

Vendor certifies that (check all that apply):

1. ____ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
2. ____ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
3. ____ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
4. ____ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
5. ____ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Vendor Certification:

I certify the information above is true and accurate.

By: _____

Title: _____

Company: _____

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 01-05-21

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-019

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Harvard Avenue Sidewalk project;
2 accepting the bid of KCI Construction Company, in the amount of
3 \$98,685.50 for said project; and authorizing the City Manager, or his
4 designee, to enter into a contract with such bidder.
5 _____
6

7 WHEREAS, KCI Construction Company, is the lowest responsive and
8 responsible bidder for the Harvard Avenue Sidewalk Project, STBG-5901(815) (the
9 "Project"); and
10

11 WHEREAS, the Project consists of constructing new sidewalk along the west
12 side of Harvard Avenue from Swallow Street to Aladdin Court, as shown on "Exhibit A,"
13 which is attached hereto and incorporated herein by this reference; and
14

15 WHEREAS, said Project will make a much-needed pedestrian connection
16 between Farmer's Park to several single-family residences and also provide walking
17 infrastructure for children when walking to and from the school bus stop; and
18

19 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
20 *Events* from November 20, 2020, to November 25, 2020. Bids were opened on
21 December 15, 2020.
22

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

26 Section 1 – City Council hereby approves the plans and specifications for the
27 Harvard Avenue Sidewalk project, STBG-5901(815), and accepts the bid of KCI
28 Construction Company, for said Project, at the price and sum of \$98,685.50, except as
29 said sum may be lawfully increased or decreased by the actual quantities of work units
30 involved.
31

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

34 to the document attached hereto, and incorporated herein by this reference, as "Exhibit
35 B," and in accordance with the terms of the bid, the plans, and the specifications.
36

37 Section 3 – All workers performing work under the contract attached hereto as
38 "Exhibit B," shall be paid a wage of no less than the prevailing hourly rate of wages for
39 work of a similar character in this locality or the public works contracting minimum wage,
40 whichever is applicable. Contractor shall fully comply with the provisions and
41 requirements of the Missouri State Prevailing Wage Law. Contractors and any
42 subcontractor performing work under this contract must provide a 10-hour OSHA
43 construction safety training program, or similar program approved by the Department of
44 Labor, for on-site employees, unless employees demonstrate they previously completed
45 the program.
46

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

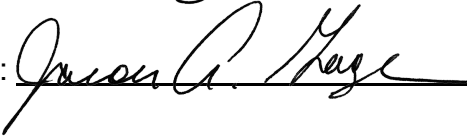
50 Passed at meeting: _____
51

52
53 _____
54 Mayor
55

56 Attest: _____, City Clerk
57

58 Filed as Ordinance: _____
59

60
61 Approved as to form: , Assistant City Attorney
62

63
64 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 019

FILED: 01-05-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for the Harvard Avenue Sidewalk project, STBG-5901(815), accepting the bid of KCI Construction Company, and authorizing the City Manager, or his designee, to enter into a contract ("Exhibit B") with such bidder.

BACKGROUND INFORMATION: The Harvard Avenue Sidewalk project ("Exhibit A") will provide new sidewalk along the west side of Harvard Avenue from Swallow Street to Aladdin Court. The project will make a much-needed pedestrian connection between Farmer's Park to several single-family residences. The City has received many requests from neighborhoods in this area for sidewalks along Harvard Avenue not only to connect to Farmer's Park, but to also provide walking infrastructure for children when walking to and from the school bus stop.

Bids were solicited for this project by advertising in *The Daily Events* from November 20, 2020, to November 25, 2020. Bids were opened on December 15, 2020, at 10:30 a.m., with the following bids received:

<u>Contractor</u>	<u>Bid Amount</u>
KCI Construction Company	\$ 98,685.50
Liming Concrete, LLC.	\$123,093.90
Hunter Chase & Associates, Inc.	\$150,286.00
Spalding Constructors, LLC.	\$153,883.50
D&E Plumbing & Heating, Inc.	\$178,405.00
<u>Branco Enterprises, Inc.</u>	<u>\$178,857.50</u>
Engineer's Estimate	\$140,058.00

The low bid, if accepted, will be partially funded by a Surface Transportation Block Grant through the Missouri Department of Transportation (\$78,948.40), which is already budgeted. The remaining amount (\$19,737.10) will be funded by the 1/8-Cent Transportation Sales Tax Alternative Transportation Program and is already budgeted.

Supports the following City Council Priorities:

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

REMARKS: Public Works recommends acceptance of the bid from KCI Construction Company as the lowest responsible bid and passage of this Ordinance. Bid is contingent upon approval by the Missouri Department of Transportation.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



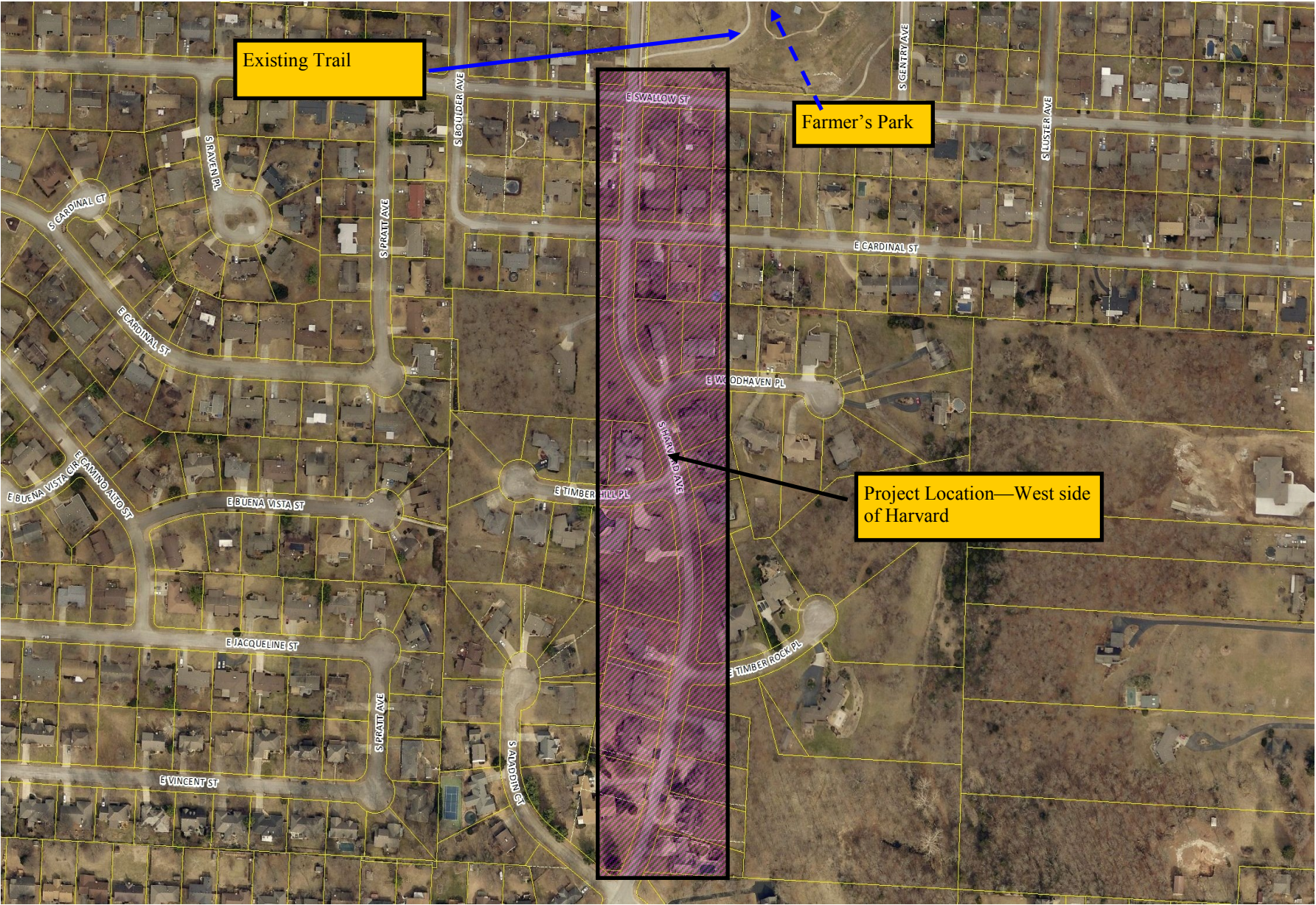
Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Harvard Avenue Sidewalk—Swallow Street to Aladdin Court



City of Springfield, Missouri

Exhibit A



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

Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) CONTRACTOR (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1930 FAX: (417) 864-1901 ATTN: JOE HAMP DEPT.: PUBLIC WORKS		NAME: KCI CONSTRUCTION COMPANY ADDRESS: 10315 LAKE BLUFF DRIVE ST. LOUIS, MO 63123 PHONE: FAX: ATTN:	

AGREEMENT

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

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

Harvard Avenue Sidewalk STBG-5901 (815)

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 90 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 labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality 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, or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever wage is applicable. Contractor shall pay wages not less than once a week. At any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract. 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; and

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, 2020, 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 Nine Hundred Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars (\$435,849.00) 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 Nine Hundred Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars (\$435,849.00) 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 \$98,685.50 (Ninety Eight Thousand Six Hundred Eighty-Five Dollars and Fifty Cents) 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 \$700 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 \$98,685.50 (Ninety Eight Thousand Six Hundred Eighty-Five Dollars and Fifty Cents) 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, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

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

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (07-01-13 Revised Edition)
- e. Special Conditions & Provisions
- f. Required Federal Contract Provisions
- g. Proposal
- h. Statement of Bidder's Qualifications
- i. Acknowledgment
- j. Performance Bond and Payment and Material Bond
- k. Instructions to Bidders
- l. Anti-collusion Affidavit
- m. Notice to Proceed
- n. Notice to Contractors

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

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, color, religion, sex, sexual orientation, gender identity, national origin, 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. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that the contractor is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

27. 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.

28. 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.

29. 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 evidence their agreement to the terms of this Contract by their signatures below.

REVIEWED BY:

RECOMMENDED BY:

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE), please indicate classification.

Minority Owned c Women Owned c Veteran Owned c

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment*****

Vendor certifies that (check all that apply):

1. ____ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
2. ____ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
3. ____ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
4. ____ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
5. ____ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Vendor Certification:

I certify the information above is true and accurate.

By: _____

Title: _____

Company: _____

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.

One-rdg. _____
P. Hmgs. _____
Pgs. 4
Filed: 01-05-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 - 020

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a First Addendum to
2 the Intergovernmental Agreement with Ozarks Technical Community
3 College regarding cooperative training between the Springfield Fire
4 Department and Ozarks Technical Community College for the purpose
5 of extending the term of the existing agreement.
6
7

8 WHEREAS, the Springfield Fire Department ("SFD") and Ozarks Technical
9 Community College ("OTC") have a long tradition of providing firefighter training in the
10 Springfield area; and
11

12 WHEREAS, in 2012 the City of Springfield entered into an Intergovernmental
13 Agreement with OTC for the purpose of providing shared facilities and cooperative
14 training between SFD and OTC; and
15

16 WHEREAS, in 2019 the City of Springfield and OTC entered into a revised
17 Intergovernmental Agreement with OTC for the purpose of updating the 2012
18 Agreement to ensure continued cooperation; and
19

20 WHEREAS, the 2019 Agreement is currently scheduled to expire on April 2,
21 2024; and
22

23 WHEREAS, SFD and OTC wish to extend the term of the existing agreement
24 until June 30, 2024, so that the expiration of the agreement and timing of any renewals
25 will coincide with the fiscal year observed by each entity.
26

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

30 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
31 a First Addendum to the Intergovernmental Agreement with OTC executed on March
32 29, 2019. Said Addendum shall be substantially in the same form and content as that
33 document attached hereto and incorporated by reference as "Exhibit A."

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

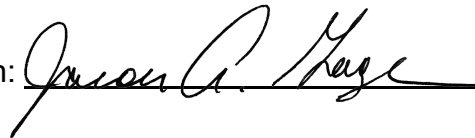
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-020

FILED 01-05-21

ORIGINATING DEPARTMENT: Fire

PURPOSE: Authorizing the City Manager, or his designee, to modify the period of the Intergovernmental Agreement ("IGA") between the City of Springfield ("City") and the Community College District of Central Southwest Missouri, AKA Ozarks Technical Community College ("OTC").

BACKGROUND INFORMATION: The City of Springfield Fire Department ("SFD") and OTC have a long tradition of providing firefighter training in the Springfield area, and have shared facilities and training props since 2012.

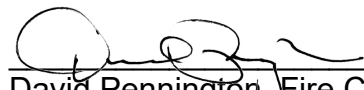
On March 11, 2019, the City and OTC entered into a revised IGA through Special Ordinance 26115, with the period of the IGA being valid for a term of five-years (5) from the date of ratification, resulting in the expiration of the IGA to be April 2, 2024.

Modification and extension of the period of the IGA to June 30, 2024, to coincide with the fiscal year observed by OTC, will facilitate opportunity for use of grant funds by OTC for sustainment and enhancement of OTC supplied apparatus, equipment and training props.

REMARKS:

The primary education and training facility for the OTC Fire Science Program is at SFD Fire Station 6 and the Regional Police and Fire Training Center.

Submitted by:


David Pennington, Fire Chief

Approved by:


Jason Gage, City Manager

First Addendum to
INTERGOVERNMENTAL AGREEMENT OF TRAINING PARTNERSHIP

Between

City of Springfield/Springfield Fire Department

And

Community College District of Central Southwest Missouri aka Ozarks Technical Community College

Entered into this _____ day of _____, 20__, for good and valuable consideration, the undersigned hereby agree that this Addendum shall become part of the Intergovernmental Agreement of Training Partnership (the "Agreement") executed on the 29th day of March, 2019.

The parties agree as follows:

1. Paragraph 30 of the Agreement, appearing on page 8, is deleted and replaced with a new Paragraph 30 which shall read as follows:

"30. The term of this agreement shall be from the date it is signed by the parties until June 30, 2024. Upon the end of the term, any needed revisions may be considered prior to renewal of the agreement. Either party wishing to terminate the agreement may do so with 30 days notice at the end of the agreement period."

2. All other provisions of the Agreement shall remain in full force and effect.
3. This Addendum, together with the Agreement contain the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Addendum shall be effective unless in writing specifically referring hereto and signed by both parties.

Agreed upon by:

Community College District of Central Southwest
Missouri aka Ozarks Technical Community College:

City of Springfield:

Date: _____

Date: _____

One rdg. X
P. Hrngs.
Pgs. 10
Filed: 01-19-21

Sponsored by: Hosmer

First Reading:

Second Reading:

COUNCIL BILL 2021- 025

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to execute an agreement between
2 the City of Springfield and the Missouri Highways and Transportation
3 Commission providing for a grant of funds to the City, by and through
4 the Springfield-Branson National Airport Board, in the amount of
5 \$100,000 for air service marketing and promotion of the Springfield-
6 Branson National Airport and which requires the Airport to provide
7 matching funds in the amount of \$11,111; amending the budget of
8 the Airport Board in the amount of \$111,111; and declaring that this
9 bill qualifies for approval on one reading.
10 _____
11

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

16 WHEREAS, MHTC has agreed to award funds in the amount of \$100,000 to the
17 City with the understanding that such funds will be used in conjunction with matching
18 funds provided by the Springfield-Branson National Airport in the amount of \$11,111 to
19 fund air service marketing and promotion of the Airport as described in the MHTC
20 Airport Aid Agreement for Air Service Promotion ("Agreement"); and
21

22 WHEREAS, MHTC and the City desire to enter into an agreement to govern the
23 terms of this grant.
24

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

28 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
29 execute the Agreement between the City and MHTC, said Agreement to be
30 substantially in form and content as that document attached hereto and incorporated
31 herein by this reference as "Exhibit A."
32

33 Section 2 – City Council hereby amends the budget for Fiscal Year 2020-2021 of
34 the Springfield-Branson National Airport Board in the accounts and in the amounts as
35 shown on Budget Adjustment No. 051, a copy of which is attached hereto and
36 incorporated herein by this reference as “Exhibit B.”
37

38 Section 3 – City Council hereby finds that the budget adjustment made above
39 has been recommended by the City Manager and further finds that the budget
40 adjustment herein is necessary to meet the need for relevant public expenditure.
41

42 Section 4 – City Council hereby directs the City Manager to cause the
43 appropriate accounting entries to be made in the books and records of the City. In the
44 event additional funding is provided under this grant by the grantor, the Director of
45 Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20
46 percent of the total grant sum of \$100,000.
47

48 Section 5 – City Council hereby finds and declares that this Ordinance authorizes
49 entering a contract with a state or federal government for the purpose of receiving grant
50 monies from the same and may be passed as a one-reading ordinance pursuant to City
51 Charter Section 2.16(25). Therefore, this Ordinance shall be in full force and effect from
52 and after passage.
53

54 Passed at meeting: _____
55

56 _____
57 Mayor
58

59
60 Attest: _____, City Clerk
61

62
63 Filed as Ordinance: _____
64

65
66 Approved as to form: _____, Assistant City Attorney
67

68
69 Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-025

FILED: 01-19-21

ORIGINATING DEPARTMENT: Airport

PURPOSE: Authorizing the City Manager, or his designee, to execute a contract between the City of Springfield and the Missouri Highways and Transportation Commission, providing for a grant of funds under Section 305.230, RSMo, to the City, by and through the Springfield-Branson National Airport Board in the amount of \$100,000, for air service marketing and promotion of the Springfield-Branson National Airport; amending the budget of the Airport Board in the amount of \$111,111; and declaring that this bill qualifies for approval on one reading.

BACKGROUND INFORMATION: On September 21, 2020, the Airport Board applied for a grant from the Missouri Highways and Transportation Commission ("MHTC"). On December 9, 2020, MHTC awarded the funds to help in the marketing and promotion of the Airport. Pursuant to the terms and conditions expressed in the Airport Aid Agreement, attached to the proposed ordinance as "Exhibit A," and if approved, the Airport shall be required to provide matching funds in the amount of \$11,111 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

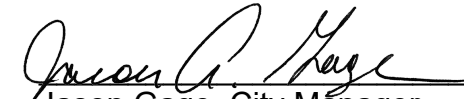

Jason Gage, City Manager

Exhibit A

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

Sponsor: City of Springfield
Project No.: AIR 206-092A-1

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

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

WITNESSETH:

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

WHEREAS, the Commission has agreed to award funds available under §305.230.4(1)(m) RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated September 21, 2020, and specifically described as follows:

Air Service Promotion and Marketing;

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

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

(2) AMOUNT OF GRANT: The amount of this grant is One Hundred Thousand (\$100,000); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for work that is not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Eleven Thousand One Hundred Eleven Dollars (\$11,111). The Sponsor warrants to the Commission that it has sufficient cash on deposit, or other readily available resources, to provide the local matching funds

to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from September 1, 2020 through December 31, 2021. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

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

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

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

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

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

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

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

(8) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

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

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

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

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

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

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

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

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

(17) DISPUTES: Any disputes that arise under this Agreement shall be decided

by the Commission or its representative.

(18) INDEMNIFICATION:

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

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

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

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

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

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

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

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

(22) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and

sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

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

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

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

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

By _____

Title _____

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
051

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51040	01	46030	416020	000000		\$ 100,000	MODot Air Service Promotion AIR206-092A-1
51040	01	46030	417010	000000		11,111	Transfer From Other Funds - Local Match
Net Revenue Adjustment						\$ 111,111	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51040	01	46030	504580	000000		\$ 111,111	Expenses relating to MODot Air Service Grant No. AIR 206-092A-1
51010	01	46030	502430	000000		(11,111)	Reserve Appropriation
51010	01	46030	509910	000000		11,111	Transfer To Other Funds - Local Match
Net Expenditure Adjustment						\$ 111,111	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating Missouri Highways and Transportation Commission grant funds for air service development and marketing expenses.

Requested By:

Approved By:

Authorization:

Brian C. White 1/19/21
Department Head Date

D. J. Holt 1/19/21
Director of Finance Date

Council Bill No. 2021-025
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager 10 of 10 Date

necessary to accept and carry out the intent of the grant, including entering into an agreement with the Missouri Department of Natural Resources which will include the 'Terms of Agreement' Original Award (attached hereto as "Exhibit A"), provided the form of any such contract is approved by the City Attorney or designee.

Section 2 – The budget of the Department of Public Works, for Fiscal Year 2020-2021, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 052 in the Amount of \$300,000, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

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

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

Section 5 – City Council hereby finds and declares this Ordinance relates to the acceptance of grant funds from a state or federal agency and may be passed as a one-reading ordinance pursuant to Section 2.16 (25) of the City Charter. 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: John Millington, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-029

FILED: 01-19-21

ORIGINATING DEPARTMENTS: Environmental Services and Public Works

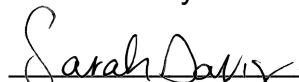
PURPOSE: Authorizing the City Manager, or his designee, to accept federal pass-through grant funds in the amount of \$300,000 from the Missouri Department of Natural Resources ("MDNR") through the Section 319 Nonpoint Source Pollution Grant Program for the Renew Jordan Creek – Main Avenue to Boonville Avenue project; entering into an agreement with MDNR ("Exhibit A"); and amending the budget of the Department of Public Works for Fiscal Year 2020-2021 in the amount of \$300,000 to appropriate the grant funds.

BACKGROUND INFORMATION: Resolution 10491 authorized the City to apply for this grant in January 2020. The Department of Public Works anticipates constructing "Renew Jordan Creek," a project to daylight portions of Jordan Creek from Main Avenue to Boonville Avenue. The proposed project will include a naturalized stream channel, landscaped riparian zone, and stormwater green infrastructure to reduce nonpoint source pollution, with the goal of improving aquatic habitat and water quality. The proposed project will also include public education and outreach, and monitoring water quality before and after construction to measure the benefits of the project.

This 319 Nonpoint Source Pollution Grant will be used to fund water quality enhancements, including components above and beyond the current project scope. The required 40% match will be provided by bond project funding that is already budgeted and will be repaid by the Level Property Tax.

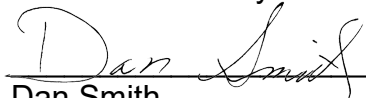
Remarks: Public Works and Environmental Services recommend approval of this Council bill and budget adjustment.

Submitted by:



Sarah Davis
Stormwater Specialist

Recommended by:

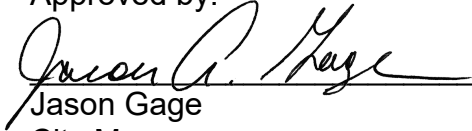


Dan Smith
Director of Public Works



Erin Kemper
Director of Environmental Services

Approved by:



Jason Gage
City Manager

Exhibit A

ATTACHMENT A-1

TERMS OF AGREEMENT

Original Award

Project Number: G20-NPS-04

Project and Budget Dates: 11/1/2020 – 10/31/2023

I. SUBGRANT AWARD

The Missouri Department of Natural Resources, Division of Environmental Quality, Soil and Water Conservation Program, and the City of Springfield agree to the plan of work and administrative procedures outlined herein for the Renew Jordan Creek project, project number G20-NPS-04.

- A. The Missouri Department of Natural Resources (the Department) agrees to pay The City of Springfield an amount not to exceed \$300,000 during the budget period November 1, 2020 through October 31, 2023 for tasks specified in the Scope of Services and Schedule of Milestones. Federal funding is provided by the FFY20 Section 319 Nonpoint Source Implementation grant.
- B. The City of Springfield will ensure the completion of tasks described and reporting required. The City of Springfield will provided match in the amount of \$201,038 for budget period November 1, 2020 – October 31, 2023.

Federal Funding Year	Federal Funding Amount	Percent of Total Project	Non-Federal Match Amount	Funding Year Expiration Date
Original Award				
FFY2020	\$300,000	100%	\$201,038	2025
Total	\$300,000	100%	\$201,038	

- C. Conditions set forth in Attachment C, Special Terms and Conditions, and in Attachment D, General Terms and Conditions, shall be required and will govern the performance of this agreement. Additional subgrant administration requirements are specifically listed in the Agreement Administration section of the Financial Assistance Agreement signature page.
- D. Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certifications and terms applicable to financial assistance awards to be included in sub-award document at all tiers and all sub-recipients shall certify and disclose accordingly. This “flow down” requirement imposed on the sponsoring agent by the Department is to ensure the EPA award is used in accordance with Federal statutes,

regulations and the terms of the EPA award. The sponsoring agent is accountable to the Department for compliance with Federal requirements. In turn, the Department is responsible to EPA for ensuring that sponsoring agents comply with Federal requirements and with EPA's General Terms and Conditions:

<https://www.epa.gov/grants/grant-terms-and-conditions>.

- E. Quality Assurance Project Plan (QAPP) must be developed for any environmental data collection efforts (e.g. watershed modeling, water quality monitoring and use of secondary data). The QAPP must be reviewed and approved by the Department prior to the first date of sampling or use of secondary data.
- F. This project directly supports Goal 4 of Missouri's Nonpoint Source Management Plan to "Improve and protect the water quality of Missouri's surface waters and groundwater by reducing NPS pollutants such as nutrients, sediments, and bacteria; restoring aquatic habitats; and re-establishing flow regimes that mimic natural conditions."
- G. This project is implementing portions of the James River Watershed Management plan, accepted by EPA on July 2017, and the nutrient TMDL for the James River (approved by EPA in 2001). The project will implement practices including riparian zone protection and restoration, disconnection of impervious surfaces, tree plantings, soil restoration, and aquatic habitat structures to reduce pollutant loading for nutrients, sediment, and PAHs.

II. PROJECT CONTACTS

Missouri Department of Natural Resources		City of Springfield	
Fiscal Manager		Fiscal Manager	
Name, and Title:	Tina Stockman Fiscal Clerk	Name, and Title:	
Telephone Number:	573-751-4932	Telephone Number:	
E. mail:	tina.stockman@dnr.mo.gov	E. mail:	
Project Manager		Project Manager	
Name, and Title:	Andrea Mayus Project Manager	Name, and Title:	Sarah Davis Stormwater Specialist
Telephone Number:	573-536-1157	Telephone Number:	417-864-1944
E. mail:	andrea.mayus@dnr.mo.gov	E. mail:	sedavis@springfieldmo.gov

III. PROJECT BUDGET

Renew Jordan Creek
November 1, 2020 – October 31, 2023

Total Federal Contribution	\$ 300,000
Total Nonfederal Contribution	201,038
Total Project Cost	\$ 501,038

(See Attachment B for budget breakout.)

IV. PAYMENT SCHEDULE

- A. The sub-recipient shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and retain them for a period of five years from the date of final payment under this Agreement. The records shall be subject to inspection by the State or U.S. Environmental Protection Agency (EPA). The State or EPA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the State or EPA to recover excessive or illegal payments.
- B. The sub-recipient warrants that the internal financial statements provided to the Department by the sub-recipient for approval do not contain false material statements, representations, certifications, or omissions of material fact.
- C. The sub-recipient agrees to maintain separate Project accounts in accordance with generally accepted government accounting principles and, if requested by the Department, to conduct an audit of the financial records pertaining to the Project.
- D. For the scope of work described in Section VII. Project Details, the City of Springfield may receive a one-time advance payment based on projected needs (see part E below). Otherwise, payments for project expenses will be made on a reimbursement basis - on a monthly schedule if necessary, but a quarterly schedule is preferred. Note that project quarters are set according to the project start date, i.e. not calendar-year quarters.

MAXIMUM EXPENSES	PAYMENT SCHEDULE	SUBMIT TO	PROJECT PERIOD	INVOICE FORMAT
\$300,000	QUARTERLY REIMBURSEMENT	MDNR Fiscal Account Clerk	11/1/2020 – 10/31/2023	Attachment A-2

E. Requests for a one-time advance payment must be accompanied by:

1. A plan of action and projected expenses for the quarterly advance period.
2. A signed invoice containing all information requested on the attached A-2 Invoice (in the Attachment A2 workbook).
3. Advances may be requested during the project only when existing funds are insufficient to cover upcoming expenses (reference item H below for criteria).
4. Any additional advance requests must be preapproved by the Department and accompanied by a summary of expected expenses to occur within the next quarter and will be considered on a case-by-case basis.

To receive an advance, the subgrantee must demonstrate fiscal responsibility and/or have a history of submitting timely fiscal reports and with few to no errors.

F. Requests for reimbursement must be accompanied by a summary of the federal expenditures by federal budget category. For match reporting only, detailed documentation (such as paid bills, time sheets, receipts, invoices, cost-share/incentive agreements, etc.) must be provided for cost-share and in-kind services.

- Requests for reimbursement must be submitted at a minimum frequency of quarterly.
- The Department reserves the right to require submittal of all supporting documentation from first time project recipients and recipients that have previously failed to meet grant requirements.
- Expenditures must be incurred within the budget period 11/1/20 – 10/31/23 See Attachment A-2, Invoice and Match Report, and Attachment D, General Terms and Conditions, for additional requirements.
- The Department will process invoices within 30-working days from the date of receipt.

G. Match expenditures and documentation shall be submitted with quarterly invoices at least twice per year in accordance with the federal and match percentage ratio as described in the Project Funding section of the Financial Assistance Agreement signature page.

- Failure to provide match in proportion to the federal expenses biannually, at minimum, may result in denial of federal reimbursement or the Department requesting a refund of federal funds.

- H. Upon written request and preapproval, a one-time advance not to exceed **25%** of the total federal award may be allowed. An additional advance request may be accepted under exceptional circumstances on a case by case basis and must be based upon insufficiency of funds for a planned project, and will be allowed only if prior disbursed funds are mostly expended.
- If funds are advanced to the subgrantee, invoices including an expenditure summary, must be submitted at a minimum frequency of quarterly.
 - Recipients are required to have a written procedure in place to minimize the time elapsed between money disbursed by the Department and money spent by the subgrantee.
 - If advanced project funds are not **spent within six months**, justification for retaining the balance of advanced funds needs to be provided for approval or the Department will request the funds be returned.
 - Requests must be submitted following the example format provided on the advance request form found within the Attachment A-2a workbook.
- I. Invoices shall be signed by the recipient's **Financial Officer/Manager** in order to receive payment. The recipient's Finance or Accounting Office shall designate a fiscal staff contact with the Department's Grant's Management Unit.
- J. Final reimbursement will be made to the subgrantee upon documentation of adequate match and completion of all required quarterly reports, annual reports and the final project report/ evaluation.
- The subgrantee must request final reimbursement no later **than 60 calendar days** after the project end date at which time any remaining balance of project funds will be deobligated.
- K. Up to twenty percent (**20%**) of the total federal award amount may be withheld pending satisfactory completion of the final project report/evaluation and submission to the Department.

V. REPORTING REQUIREMENTS

The recipient shall submit to the Department's project manager the performance reports listed below. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. See the General Terms and Conditions for additional requirements.

- A. Quarterly progress reports will be due 15 days after the end of each project quarter on February 15, May 15, August 15, and November 15 during each year of the project period. Please send an electronic copy to andrea.mayus@dnr.mo.gov

- Reports will describe project status, compare progress to scheduled milestones and explain any variances from expected progress. The reports shall follow the example format shown on Attachment A-3 workbook.
- B. An **electronic** copy of an annual report must be submitted to the Department's project manager by October 15th each year throughout the project period and at the close of the project. The reports shall follow the example format shown on Attachment A-4 Annual Report workbook.
- C. An **electronic** copy of the final product(s) and final project report must be submitted to the Department's project manager by (*project close date*).
- The final report, at a minimum, should describe accomplishments, how the goals/objectives described in the subgrant agreement were met, describe the tasks completed, products produced and an assessment of the impact of the project in addressing nonpoint source concerns.
 - The report should make recommendations, where relevant, on how the results or experiences of the project could be applied elsewhere.
 - The reports shall follow the example format shown in the Attachment A-5 Final Report workbook. A final budget should also be included that describes the funds spent, the match contribution made and any leftover funds.
- D. A copy of the annual audit report or relevant portions of the audit report that pertains to the project award are to be submitted to the Department's project Manager, if required under the Code of Federal Regulations, Title 2 Part 200—Uniform Administrative Requirements, Cost Principles, Subpart F Audit Requirements, and as described in the Department's Special and General Terms and Conditions, Attachments C and D. See Attachment F for an example of a Single Audit Certification Letter. If not required to submit an annual audit report per the regulations at 2 CFR 200, an email should be sent to the Department Project Manager stating that fact.
- E. Recipients are allowed to earn program income in order to defray the cost of project activities funded by a 319 grant. Program income must be used for current project costs and be documented and reported through the receipt and expenditure invoicing process.
- Program income generated from supported activities including fees for services, rental income acquired under the grant, proceeds from the sale of articles fabricated under the grant, interest income and registration fees for a 319 sponsored event such as conferences, workshops, and training are some examples that must be reported.
 - Interest on advanced federal funds are not considered program income.
- F. Interest earned on advanced funds up to the amount of \$500 per year may be

retained by the recipient for administrative expenses.

- Any additional interest earned on advanced federal payments deposited in interest-bearing accounts must be remitted to the United States Department of Health and Human Services, Program Support Center, Payment Management System (PMS) (<http://www.dpm.psc.gov>) through an electronic – medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.
 - Further instructions can be found at CFR 200.305 Payments (<http://www.ecfr.gov/>), Title 2, Subtitle A, Chapter II, Part 200.305.
- G. A one-time 12-month extension of the project period may be allowed. Any other time extensions will only be approved based upon factors not under the control of the project sponsor, such as weather or permitting related issues .
- Recipients must request a time extension to the subgrant award no later than 90 days prior to the current project period expiration date (see the Amendment Request Form within in the Attachment A-2a workbook).
 - Failure to request an extension in this timely manner may result in denial of the extension request.
- H. Recipients with awards equal or greater than \$25,000 are required to submit a FFATA *Subrecipient Informational Form* (Attachment #E) if their award period for the project exceeds 12 months. This form shall be updated and returned to the Department at the end of each 12-month period from the approved project start date.
- I. Recipient agrees that:
1. Reports and documents developed as part of a project funded by a 319 assistance agreement shall contain the following statement:
"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement G20-NPS-04 to the City of Springfield. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."
 2. Signage developed as part of a project funded by a 319 assistance agreement shall contain the EPA logo. A graphic file of the EPA Logo and specifications for use by the grantee are located at: <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. If the physical design of the sign allows, it should also include the following text:
"This project has been funded through the Section 319 of the Clean Water Act" **or** "This cooperative project has been funded in part through the Section 319 of the Clean Water Act."

3. Announcements through the web or print materials for Workshop, conference, demonstration days or other events as part of a project funded by a 319 assistance agreement shall add a statement that the materials or conference has been funded by the United States Environmental Protection Agency, such as:

"This project/event has been funded through the Section 319 of the Clean Water Act" **or** "This cooperative project/event has been funded in part through the Section 319 of the Clean Water Act."

See Attachment I, Guidelines for Planning Information Activities, and Attachment Ia, Department Logos for additional information.

- All documents developed for public distribution shall be submitted to the Department project manager for review and approval.
- The Department will review and provide comments within **14 working days** from the date of receipt for smaller publications such as brochures, signage, factsheets, news articles, presentations, unless otherwise noted in the schedule of milestones.
- The Department will review and provide comments within **30-45 working days** from the date of receipt for larger publications and reports such as quality assurance quality control, watershed based plans, water quality or other environmental data reports, unless otherwise noted in the schedule of milestones.

VI. TERMINATION

- A. Termination for Cause. The Department may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement.
 - The Department shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date.
 - The Department reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of the financial assistance agreement.
 - Termination for cause may be considered for evaluating future applications.
 - The recipient may object to terminations with cause and may provide information and documentation challenging the termination.
- B. Termination for Convenience. Both the Department and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
- C. Financial assistance agreements are not transferable to any person or entity.

- D. The Department and the recipient remain responsible for compliance with all closeout requirements.

VII. ENFORCEMENT; REMEDIES FOR NONCOMPLIANCE.

If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the Department may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current agreement;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
4. Withhold further awards from the recipient;
5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior Department approval; or
6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

VIII. PROJECT DETAILS

See the attached Nonpoint Source Implementation Grant Application and Budget Breakout.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
052

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46050	20	73020	416010	000000	00000	\$ 300,000	Federal EPA Section 319 Nonpoint Source Pollution Grant Revenues through Missouri Department of Natural Resources for the Renew Jordan Creek Main Avenue to Boonville Avenue Stormwater Project
Net Revenue Adjustment						\$ 300,000	

Expenditures:

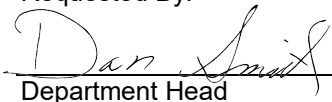
Fund	Dept	Org	Account	P&G	Location	Amount	Description
46050	20	73020	509110	000000	00000	\$ 300,000	Renew Jordan Creek Main Avenue to Boonville Avenue Stormwater Project
Net Expenditure Adjustment						\$ 300,000	

Fund Balance Appropriation:

Fund	Title	Amount

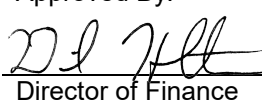
Explanation: To amend the FY2020-21 budget by appropriating federal EPA grant funds of \$300,000 through the Missouri Department of Natural Resources for partial funding of the Renew Jordan Creek Main Avenue to Boonville Avenue Stormwater Project.

Requested By:


Department Head

1/19/21
Date

Approved By:


Director of Finance

1/19/21
Date

Authorization:

Council Bill No. 2021-029

Ordinance No. _____

1st Reading _____

2nd Reading _____

Journal Imp No. _____

City Manager

Date

One rdg. _____
P. Hrngs. _____
Pgs. 15
Filed: 01-19-21

Sponsored by: Fisk

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 027

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the bylaws of the Airport Board of the City of Springfield, Missouri.
2
3

4 WHEREAS, Section 15.15(3) of the Springfield City Charter grants administrative
5 boards of the City of Springfield, Missouri, the power to adopt bylaws; and
6

7 WHEREAS, on October 15, 2020, the Airport Board of the City of Springfield,
8 Missouri voted to update and approve amendments to its bylaws originally adopted on
9 December 20, 1961, and most recently amended on October 16, 2006; and
10

11 WHEREAS, the Springfield City Charter requires Council approval for the
12 amended bylaws to be effective.
13

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

17 Section 1 – City Council hereby approved the amended bylaws of the Airport
18 Board of the City of Springfield, Missouri, a copy of which is attached hereto and
19 incorporated herein by reference as “Exhibit A.”
20

21 Section 2 – This Ordinance shall be in full force and effect from and after
22 passage.
23

24 Passed at meeting: _____
25

26 _____
27 Mayor
28

29 Attest: _____, City Clerk
30
31

32 Filed as Ordinance: _____

33

34

35 Approved as to form:  _____, Assistant City Attorney

36

37

38 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-027

FILED: 01-19-21

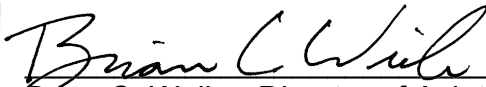
ORIGINATING DEPARTMENT: Airport

PURPOSE: Approve amended bylaws of the Airport Board of the City of Springfield, Missouri.

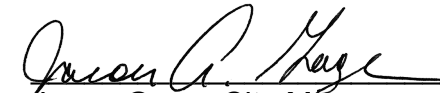
BACKGROUND INFORMATION: Section 15.15(3) of the City Charter grants to the Airport Board the power to “[a]dopt, subject to the approval of the council, such bylaws, rules, and regulations for the control, management, and government of the facilities, properties, and institutions entrusted to their care; such rules, regulations, and bylaws shall, when approved by the council, have the force and effect of ordinances and may provide the punishment for their violation.” The current bylaws of the Airport Board were adopted on December 20, 1961 and were last amended October 16, 2006. The Airport Board voted to update and amend its bylaws on October 15, 2020, to clarify that its meetings may be held in person, telephonically, and or electronically, add language that its monthly meetings may be canceled by the Airport Board Chair if there is no new business scheduled for the meeting, and to implement other administrative changes. By Charter, the City Council must approve the amended bylaws for them to become effective. The amended bylaws are attached as “Exhibit A.” A markup of the changes is attached as “Exhibit B.”

REMARKS: The Airport Board recommends that City Council approve the amended bylaws of the Airport Board.

Submitted by:


Brian C. Weiler, Director of Aviation

Approved by:


Jason Gage, City Manager

BY-LAWS OF THE SPRINGFIELD-BRANSON-NATIONAL-AIRPORT BOARD

ARTICLE I. ESTABLISHMENT

The Springfield-Branson-National-Airport Board is an administrative board, existing under and by authority of Article XV, Section 15.19 of the Charter of the City of Springfield, Missouri.

ARTICLE II. GENERAL PURPOSE AND FUNCTION

It is the purpose and duty of this Board to take charge of and operate, in accordance with the provisions of the City Charter, all airports and other facilities for the operation and service of aircraft, now owned or operated, or which may hereafter be owned or operated, by the City of Springfield, Missouri. The Board shall be subject to the provisions of any State or Federal agency controlling the flight of aircraft, and it shall have the power to enforce all regulations of such agencies.

ARTICLE III. MEMBERSHIP

Section 1. Members. The Springfield-Branson-National-Airport Board shall consist of eleven (11) members, appointed as provided in the City Charter.

Section 2. Terms. Each member shall serve for a term of three (3) years and until such member's successor is appointed and qualified, except when said member is appointed to fill an unexpired term created by vacancy. In such event, said member shall serve the remainder of the predecessor's term and until said member's successor is appointed and qualified.

Section 3. Qualifications. The airport board shall consist of eleven members, eight of whom shall reside within the City of Springfield and three of whom shall reside outside the City of Springfield but within Greene County, Stone County, or Taney County, or a county adjacent to Greene County, including incorporated cities therein, which board shall take charge of and operate, in accordance with the provisions of City Charter Article XV, all airports and other facilities for the operation and service of aircraft, now owned or operated or which may hereafter be owned or operated by the City. Board members who reside outside the City shall have the same qualifications as other board members except for city residency. (City of Springfield Charter § 15.19.)

Section 4. Restrictions. During the term of office, no member of the Board shall be a member of any committee or organized group connected with any political party or promoting the candidacy of any person for municipal office. (City of Springfield Charter § 15.5.)

Section 5. Compensation. Members and officers of the Board shall serve without compensation; provided, that members and officers of the Board may be reimbursed their actual expenses in attending hearings or performing other duties required hereunder or by the Board.

Section 6. Removal by City Manager. Any member of the Board may be removed under the provisions of the City Charter by the City Manager, with the approval of the Council; provided that any member so removed shall, if said member requests, have a hearing by the Council before such removal.

Section 7. Removal by Board. If any member of the Board shall become disqualified during a term of office, it shall be the duty of the Board, by its Chair, to notify the City Manager of such fact and to request the removal of such member and appointment of a successor.

If any member, in the opinion of the Board, displays a lack of interest or inability or unwillingness to participate in the functions of the Board, it shall be the duty of the Chair, upon resolution adopted by three-fourths (3/4) of the members of the Board, to notify the City Manager of such fact, and to request the removal of such member and appointment of a successor.

ARTICLE IV. MEETINGS

Section 1. Annual Meeting. The first regular meeting of the Board in June of each year, shall be considered the annual meeting of the Board. It shall be the duty of the Board to elect its officers at each annual meeting of the Board.

Section 2. Regular Meetings. Regular meetings of the Board shall be held each month, at such time and place as the Board shall, from time to time, by resolution, decide upon. Meetings may be held in person, via conference call, or online. However, regardless of the meeting setting, the public shall be given an opportunity to observe/attend the meeting. However, if there is no business to conduct at the monthly meeting, the Chair has discretion to cancel the meeting.

Section 3. Special Meetings. Special meetings of the Board may be called by its Chair, or by any three (3) members of the Board.

Section 4. Place of Meeting. The Board may designate any place, either within, or without, the City of Springfield, but within the County of Greene, State of Missouri, as the place for any annual or regular meeting of the Board. Special meetings may be called at any place within Greene County, Missouri.

Section 5. Notice of Meeting. Notice of meetings and special meetings, including the setting, date, and time, will be posted in accordance with the Missouri Sunshine Law, Chapter 610 of the Revised Statutes of Missouri. Notice of meetings and special meetings will be delivered to Board in writing no later than one (1) day prior to the meeting.

Section 6. Quorum. The presence of six (6) or more members of the Board at any annual, regular or special meeting, shall constitute a quorum; provided, that if less than six (6) members of the Board are represented at any meeting, a majority of the members at such meeting may adjourn the meeting, from time to time, without further notice, to a date not longer than ten (10) days from the date originally set for such meeting.

ARTICLE V. OFFICERS

Section 1. Number. The officers of the Board shall be a Chair, Vice Chair, Secretary, and Assistant Secretary.

Section 2. Election and Term of Office. The officers of the Board shall be elected at the annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as is convenient. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until a successor shall have been duly elected and shall have qualified or until said member's death or until said member shall resign or shall have been removed in the manner herein provided.

Section 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled in accordance with City Charter and Ordinances, for the unexpired portion of the term.

Section 4. Chair. The Chair shall be the principal executive of the Board and shall, in general, supervise and control all of the business and affairs of the Board. The Chair shall preside at all meetings of the Board; may sign, with the Secretary or Assistant Secretary or other proper officer thereunto authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed; and in general, shall perform all duties incident to the office of Chair, and such other duties as may be prescribed by the Board, from time to time.

Section 5. Vice Chair. In the absence of the Chair, or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair; and shall perform such other duties as from time to time may be assigned to the Vice Chair by the Chair or by the Board.

Section 6. Secretary. The Secretary will sign, with the Chair or Vice Chair, such deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed. The Secretary shall be the custodian of the records of the Board and oversee and ensure that (a) the minutes of the meetings of the Board are kept in one or more books provided for that purpose; (b) all notices are duly given in accordance with the provisions of these By-Laws or as required by law; ; (c) a register of the Post Office address, e-mail address, telephone and facsimile numbers of each member of the Board which shall be furnished to the Secretary by such members; (d) a record of attendance of the members at the meetings of the Board are kept; (e); (f) all duties incident to the office of Secretary and such other duties as, from time to time, may be assigned to the Secretary by the Chair or by the Board will be performed.

The Secretary shall, before the next regular monthly meeting of the Board, ensure that copies of the minutes of each meeting will be sent to the Board prior to the next regular monthly meeting. and shall also send a copy of such minutes to the Director of the Airport and the City Attorney of the City of Springfield, Missouri.

Section 7. Assistant Secretary. In the absence of the Secretary or in the event of the Secretary's

inability or refusal to act, the Assistant Secretary shall perform the duties of the Secretary, and when so acting, shall have all of the powers of and be subject to all the restrictions upon the Secretary; and, in general, shall perform such duties as shall be assigned to the Assistant Secretary by the Chair or the Secretary, respectively, or by the Board.

ARTICLE VI. PERSONNEL

All employees of the Board shall be appointed by the Board in accordance with the provision of Article VI of the City Charter and shall be a part of the classified service of the City.

ARTICLE VII. PURCHASES AND CONTRACTS

All material, equipment and supplies necessary for the operation, maintenance or improvements of the property and facilities administered by the Board, shall be procured in accordance with the City Purchasing Manual.

ARTICLE VIII. FINANCES

All monies received by the Board for concessions, permits, fees, fines or otherwise accruing through the operation of the Board shall be promptly paid to the Director of Finance of the City of Springfield, Missouri, to be credited to the account of the Board, and accounted for in the manner provided in Article XV, Section 15.9 of the City Charter.

ARTICLE IX. BUDGET

The Board shall at the time provided for the general city budget, submit its budget to the City Council through the City Manager in the manner and form provided by Article XV, Section 15.10 of the City Charter.

ARTICLE X. DISBURSEMENT OF FUNDS

All items of expenditure authorized in the budget as approved by the City Council, shall be disbursed in accordance with Article XV, Section 15.11, of the City Charter.

ARTICLE XI. REPORTS AND AUDITS

The Board shall make, on or before the fourth Monday in the last month of the fiscal year of the City of Springfield, Missouri, an annual report to the City Council stating the condition of its trust on the first day of that year, the various sums of money received by the Board, how such monies have been expended and for what purposes, and such other statistics, information and suggestions as it may deem of general interest or may be required by the City Manager. The Board shall make its records available for a complete audit once each year as required by the City Charter.

ARTICLE XII. GIFTS AND DONATIONS

The Board may accept donations of money, personal property, or real estate for the benefit of any of the projects administered by the Board and for the benefit of the City of Springfield, Missouri.

ARTICLE XIII. FUNCTIONS

The Board shall have the power and duty to perform all functions enumerated and specified in Article XV, Section 15.15, of the City Charter, and to do and perform all functions authorized by the City Charter according to its provisions now and as the same may be hereafter amended. In order to satisfy Federal requirements, the Board shall have the power, strictly within the Airport property boundaries, to preserve peace and order, enforce the city ordinances, prevent crime, detect and apprehend violators of all laws and ordinances, regulate traffic, and perform such other duties relating to public peace, order, and safety.

ARTICLE XIV. FISCAL YEAR

The fiscal year of the Board shall begin on the first day of July, in each year, and end on the last day of June, in each year, this being the fiscal year of the City of Springfield, Missouri. In the event the City changes its fiscal year, the fiscal year of the Board shall be changed to correspond therewith.

ARTICLE XV. SEAL

The Board may provide an official seal which shall be in the form of a circle and have inscribed thereon the words, "SPRINGFIELD-BRANSON-NATIONAL-AIRPORT BOARD, SPRINGFIELD, MISSOURI, OFFICIAL SEAL." The Secretary of the Board shall be the custodian of the seal, if provided.

ARTICLE XVI. WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provision of these By-Laws, or under the provisions of the City Charter, or under the provisions of the Statutes of this State, waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XVII. AMENDMENTS

These By-Laws may be altered, amended or repealed, and new By-Laws may be adopted at any annual meeting of the Board or at any meeting of the Board called for that purpose; provided that such alteration, amendments, , or new By-Laws, shall not become effective until approved by the City Council of the City of Springfield, Missouri.

ARTICLE XVIII. UNLAWFUL PROVISIONS

In the event any part or provision of these By-Laws is determined to be unconstitutional, unlawful, or in conflict with the City Charter of the City of Springfield, Missouri, such determination shall operate to nullify the particular part or provision finally determined to be unlawful, but the remaining provisions of these By-Laws shall not be affected thereby, and shall remain in full force and effect.

Originally adopted on the 20th day of December, 1961 and amended on the 17th day of August, 2006

Amended by the Board on the 15th day of October 2020.

Approved by the City Council on the _____ day of _____, 2021.

ATTEST:

Chair, Airport Board

Secretary, Airport Board

Exhibit B

BY-LAWS OF THE SPRINGFIELD-BRANSON-NATIONAL-AIRPORT BOARD

ARTICLE I. ESTABLISHMENT

The Springfield-Branson-National-Airport Board is an administrative board, existing under and by authority of Article XV, Section 15.19 of the Charter of the City of Springfield, Missouri.

ARTICLE II. GENERAL PURPOSE AND FUNCTION

It is the purpose and duty of this Board to take charge of and operate, in accordance with the provisions of the City Charter, all airports and other facilities for the operation and service of aircraft, now owned or operated, or which may hereafter be owned or operated, by the City of Springfield, Missouri. The Board shall be subject to the provisions of any State or Federal agency controlling the flight of aircraft, and it shall have the power to enforce all regulations of such agencies.

ARTICLE III. MEMBERSHIP

Section 1. Members. The Springfield-Branson-National-Airport Board shall consist of eleven (11) members, appointed as provided in the City Charter.

Section 2. Terms. Each member shall serve for a term of three (3) years and until such member's successor is appointed and qualified, except when said member is appointed to fill an unexpired term created by vacancy. In such event, said member shall serve the remainder of the predecessor's term and until said member's successor is appointed and qualified.

Section 3. Qualifications. The airport board shall consist of eleven members, eight of whom shall reside within the City of Springfield and three of whom shall reside outside the City of Springfield but within Greene County, Stone County, or Taney County, or a county adjacent to Greene County, including incorporated cities therein, which board shall take charge of and operate, in accordance with the provisions of City Charter Article XV, all airports and other facilities for the operation and service of aircraft, now owned or operated or which may hereafter be owned or operated by the City. Board members who reside outside the City shall have the same qualifications as other board members except for city residency. ~~The initial appointment of the third board member who resides outside the City shall occur when a current board position becomes vacant.~~ (City of Springfield Charter § 15.19.)

Section 4. Restrictions. During the term of office, no member of the Board shall be a member of any committee or organized group connected with any political party or promoting the candidacy of any person for municipal office. (City of Springfield Charter § 15.5.)

Section 5. Compensation. Members and officers of the Board shall serve without compensation; provided, that members and officers of the Board may be reimbursed their actual expenses in

Commented [JL1]: This is removed as it is no longer relevant – was only applicable when the charter was amended in 2001 to add an additional member who lives outside city limits

attending hearings or performing other duties required hereunder or by the Board.

Section 6. Removal by City Manager. Any member of the Board may be removed under the provisions of the City Charter by the City Manager, with the approval of the Council; provided that any member so removed shall, if said member requests, have a hearing by the Council before such removal.

Section 7. Removal by Board. If any member of the Board shall become disqualified during a term of office, it shall be the duty of the Board, by its Chair, to notify the City Manager of such fact and to request the removal of such member and appointment of a successor.

If any member, in the opinion of the Board, displays a lack of interest or inability or unwillingness to participate in the functions of the Board, it shall be the duty of the Chair, upon resolution adopted by three-fourths (3/4) of the members of the Board, to notify the City Manager of such fact, and to request the removal of such member and appointment of a successor.

ARTICLE IV. MEETINGS

Section 1. Annual Meeting. The first regular meeting of the Board in June of each year, shall be considered the annual meeting of the Board. It shall be the duty of the Board to elect its officers at each annual meeting of the Board.

Section 2. Regular Meetings. Regular meetings of the Board shall be held each month, at such time and place as the Board shall, from time to time, by resolution, decide upon. Meetings may be held in person, via conference call, or online. However, regardless of the meeting setting, the public shall be given an opportunity to observe/attend the meeting. However, if there is no business to conduct at the monthly meeting, the Chair has discretion to cancel the meeting.

Section 3. Special Meetings. Special meetings of the Board may be called by its Chair, or by any three (3) members of the Board.

Section 4. Place of Meeting. The Board may designate any place, either within, or without, the City of Springfield, but within the County of Greene, State of Missouri, as the place for any annual or regular meeting of the Board. Special meetings may be called at any place within Greene County, Missouri.

Section 5. Notice of Meeting. ~~Written or printed notice stating the place, day and hour, of the annual meeting shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the Chair. Notice of regular meetings shall not be required. Notice of special meetings, stating the place, day and hour, of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered in person, or by phone or mail, not less than one (1) day prior to such special meeting. If mailed, notices herein provided for shall be deemed to be delivered when deposited in the United States mail in a sealed envelope addressed to the Board member, at said member's address as it appears on the records of the Board, with postage thereon prepaid. Notice of meetings and special meetings,~~

Commented [JL2]: See Article IV Section 9 – “officers” was added to streamline the document.

Commented [JL3]: Added to clarify that we can have meetings via conference call or online but clarifying that we must give the public an opportunity to attend/observe.

Commented [JL4]: This detailed language is removed as we should be following and referencing the Sunshine Law. Also, if the Sunshine Law is updated, the bylaws will remain compliant.

including the setting, date, and time, will be posted in accordance with the Missouri Sunshine Law, Chapter 610 of the Revised Statutes of Missouri. Notice of meetings and special meetings will be delivered to Board in writing no later than one (1) day prior to the meeting.

Section 6. Quorum. The presence of six (6) or more members of the Board at any annual, regular or special meeting, shall constitute a quorum; provided, that if less than six (6) members of the Board are represented at any meeting, a majority of the members at such meeting may adjourn the meeting, from time to time, without further notice, to a date not longer than ten (10) days from the date originally set for such meeting.

ARTICLE V. OFFICERS

Section 1. Number. The officers of the Board shall be a Chair, Vice Chair, Secretary, and Assistant Secretary.

Section 2. Election and Term of Office. The officers of the Board shall be elected at the annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as is convenient. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until a successor shall have been duly elected and shall have qualified or until said member's death or until said member shall resign or shall have been removed in the manner herein provided.

~~**Section 3. Removal.** Any officer or agent elected or appointed by the Board, may be removed by the Board whenever in its judgment, the best interests of the Board would be served thereby.~~

Commented [JL5]: Conflicts with Article III section 7. Also, the language is vague.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled in accordance with City Charter and Ordinances, for the unexpired portion of the term.

Section 5. Chair. The Chair shall be the principal executive of the Board and shall, in general, supervise and control all of the business and affairs of the Board. The Chair shall preside at all meetings of the Board; may sign, with the Secretary or Assistant Secretary or other proper officer thereunto authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed; and in general, shall perform all duties incident to the office of Chair, and such other duties as may be prescribed by the Board, from time to time.

Section 6. Vice Chair. In the absence of the Chair, or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair; and shall perform such other duties as from time to time may be assigned to the Vice Chair by the Chair or by the Board.

Section 7. Secretary. The Secretary will sign, with the Chair or Vice Chair, such deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed. The Secretary shall be the custodian of the records of the Board and oversee and ensure that (a) keep the minutes of the meetings of the Board are kept in one or more books provided for that

Commented [JL6]: Added to clarify that the Secretary must sign all contracts approved by the Board.

purpose; (b) ~~see that~~ all notices are duly given in accordance with the provisions of these By-Laws or as required by law; ~~(c) be custodian of the records of the Board;~~ ~~(cd) keep~~ a register of the Post Office address, e-mail address, telephone and facsimile numbers of each member of the Board which shall be furnished to the Secretary by such members; ~~(de) keep~~ a record of attendance of the members at the meetings of the Board are kept; ~~(ef) sign, with the Chair or Vice Chair, such deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed;~~ ~~(fg) in general, perform~~ all duties incident to the office of Secretary and such other duties as, from time to time, may be assigned to the Secretary by the Chair or by the Board will be performed.

The Secretary shall, before the next regular monthly meeting of the Board, ~~ensure that mail e~~Copies of the minutes of each meeting will be sent to the Board prior to the next regular monthly meeting, to the members of the Board; and shall also send a copy of such minutes to the Director of the Airport and the City Attorney of the City of Springfield, Missouri.

Section 8. Assistant Secretary. In the absence of the Secretary or in the event of the Secretary's inability or refusal to act, the Assistant Secretary shall perform the duties of the Secretary, and when so acting, shall have all of the powers of and be subject to all the restrictions upon the Secretary; and, in general, shall perform such duties as shall be assigned to the Assistant Secretary by the Chair or the Secretary, respectively, or by the Board.

Section 9. Salaries. ~~The officers of the Board shall serve without compensation.~~

ARTICLE VI. PERSONNEL

All employees of the Board shall be appointed by the Board in accordance with the provision of Article VI of the City Charter and shall be a part of the classified service of the City.

ARTICLE VII. PURCHASES AND CONTRACTS

All material, equipment and supplies necessary for the operation, maintenance or improvements of the property and facilities administered by the Board, shall be procured in accordance with the City Purchasing Manual.

ARTICLE VIII. FINANCES

All monies received by the Board for concessions, permits, fees, fines or otherwise accruing through the operation of the Board shall be promptly paid to the Director of Finance of the City of Springfield, Missouri, to be credited to the account of the Board, and accounted for in the manner provided in Article XV, Section 15.9 of the City Charter.

ARTICLE IX. BUDGET

The Board shall at the time provided for the general city budget, submit its budget to the City Council through the City Manager in the manner and form provided by Article XV, Section 15.10

Commented [JL7]: These changes were made to clean up the language.

Commented [JL8]: While the Secretary doesn't write the minutes and distribute them, it is his/her job to ensure it gets done.

Commented [JL9]: Redundant with Article III section 5 (once "officers" is added)

of the City Charter.

ARTICLE X. DISBURSEMENT OF FUNDS

All items of expenditure authorized in the budget as approved by the City Council, shall be disbursed in accordance with Article XV, Section 15.11, of the City Charter.

ARTICLE XI. REPORTS AND AUDITS

The Board shall make, on or before the fourth Monday in the last month of the fiscal year of the City of Springfield, Missouri, an annual report to the City Council stating the condition of its trust on the first day of that year, the various sums of money received by the Board, how such monies have been expended and for what purposes, and such other statistics, information and suggestions as it may deem of general interest or may be required by the City Manager. The Board shall make its records available for a complete audit once each year as required by the City Charter.

ARTICLE XII. GIFTS AND DONATIONS

The Board may accept donations of money, personal property, or real estate for the benefit of any of the projects administered by the Board and for the benefit of the City of Springfield, Missouri.

ARTICLE XIII. FUNCTIONS

The Board shall have the power and duty to perform all functions enumerated and specified in Article XV, Section 15.15, of the City Charter, and to do and perform all functions authorized by the City Charter according to its provisions now and as the same may be hereafter amended. In order to satisfy Federal requirements, the Board shall have the power, strictly within the Airport property boundaries, to preserve peace and order, enforce the city ordinances, prevent crime, detect and apprehend violators of all laws and ordinances, regulate traffic, and perform such other duties relating to public peace, order, and safety.

ARTICLE XIV. FISCAL YEAR

The fiscal year of the Board shall begin on the first day of July, in each year, and end on the last day of June, in each year, this being the fiscal year of the City of Springfield, Missouri. In the event the City changes its fiscal year, the fiscal year of the Board shall be changed to correspond therewith.

ARTICLE XV. SEAL

The Board may provide an official seal which shall be in the form of a circle and have inscribed thereon the words, "SPRINGFIELD-BRANSON-NATIONAL-AIRPORT BOARD, SPRINGFIELD, MISSOURI, OFFICIAL SEAL." The Secretary of the Board shall be the custodian of the seal, if provided.

ARTICLE XVI. WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provision of these By-Laws, or under the provisions of the City Charter, or under the provisions of the Statutes of this State, waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XVII. AMENDMENTS

These By-Laws may be altered, amended or repealed, and new By-Laws may be adopted at any annual meeting of the Board or at any ~~special~~ meeting of the Board called for that purpose; provided that such alteration, amendments, ~~repealings~~, or new By-Laws, shall not become effective until approved by the City Council of the City of Springfield, Missouri.

Commented [JL10]: Removed to clean up language

ARTICLE XVIII. UNLAWFUL PROVISIONS

In the event any part or provision of these By-Laws is determined to be unconstitutional, unlawful, or in conflict with the City Charter of the City of Springfield, Missouri, such determination shall operate to nullify the particular part or provision finally determined to be unlawful, but the remaining provisions of these By-Laws shall not be affected thereby, and shall remain in full force and effect.

Originally adopted on the 20th day of December, 1961~~and amended- on the 17th day of August, 2006~~

Amended by the Board on the 15th day of October 2020.

Approved by the City Council on the _____ day of _____, 2021.

ATTEST:

Chair, Airport Board

Secretary, Airport Board

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 01-19-21

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 028

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Chapter 2, Section 2-92 of the Springfield City Code, known as the
2 'Salary Ordinance,' to add three full-time-equivalent positions in the
3 Department of Building Development Services; and amending the Fiscal
4 Year 2020-2021 budget of the Department of Building Development
5 Services to reallocate funds for the addition of said positions and adjust
6 the number of authorized employee positions.
7 _____
8

9 WHEREAS, Building Development Services ("BDS") code enforcement is a long-
10 standing City Council priority; and
11

12 WHEREAS, BDS seeks approval to add three new full-time equivalent ("FTE")
13 positions within the department as follows: a Land Use Inspector and two Residential
14 Construction & Zoning Inspectors; and
15

16 WHEREAS, adding the personnel listed above will increase BDS effectiveness
17 and quality of service to the community.
18

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

22 Section 1 – Chapter 2, Section 2-92 of the Springfield City Code, known as the
23 'Salary Ordinance,' relating to salary rates and pay grades for various job titles within
24 the City service as contained in the Professional, Administrative and Technical ("PAT")
25 Schedule, is hereby amended by adding three FTE positions in BDS as follows:
26

- 27 • 1 PAT 7, Land Use Inspector; and
- 28
- 29 • 2 PAT 8, Residential Construction & Zoning Inspectors.
30

31 Section 2 – City Council hereby amends the budget of the Department of
32 Building Services for Fiscal Year 2020-2021 in the accounts and in the amounts as
33 shown on Budget Adjustment No. 053, a copy of which is attached hereto and

34 incorporated herein by this reference as "Exhibit A."

35
36 Section 3 – City Council hereby finds that the budget adjustment made above
37 has been recommended by the City Manager and further finds that the budget
38 adjustment herein is necessary to meet the need for relevant public expenditure.

39
40 Section 4 – City Council hereby directs the City Manager to cause the
41 appropriate accounting entries to be made in the books and records of the City.

42
43 Section 5 – This Ordinance shall be in full force and effect from and after
44 passage.

45
46 Passed at meeting: _____

47
48 _____
49 Mayor

50
51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

54
55 Approved as to form: Duke M. Donald, Assistant City Attorney

56
57
58 Approved for Council Action: Jason A. Hays, City Manager
59

EXPLANATION TO COUNCIL BILL 2021-027

FILED: 01-19-21

ORIGINATING DEPARTMENT: Building Development Services

PURPOSE: Amending Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' to add three full-time-equivalent positions in the Department of Building Development Services; and amending the Fiscal Year 2020-2021 budget of the Department of Building Services to reallocate funds for the addition of said positions and adjust the number of authorized employee positions.

BACKGROUND INFORMATION: The Department of Building Development Services ("BDS") desires approval to add three full-time equivalent ("FTE") positions within the department. The positions requested are:

- 1 PAT 7, Land Use Inspector (new position); and
- 2 PAT 8, Residential Construction & Zoning Inspectors (new positions).

BDS nuisance enforcement has been a long-standing City Council priority. With the addition of a Land Use Inspector and Residential Construction and Zoning Inspectors, BDS will increase effectiveness and quality of service to the community.

The need for additional enforcement positions has been increasing for some time. All areas of nuisance complaints have steadily risen for the last several years, and we have not appropriately adjusted staffing to keep up with demand.

The addition of a Land Use Inspector will give BDS greater capacity to resolve ordinance violations. This will help BDS shift from a response only approach with nuisance issues to a practice of enforcement for all violations. This adjustment will increase enforcement in areas of Springfield that need it most.

All code official in-field inspections have increased annually for the last ten years. The addition of two Residential Construction and Zoning Inspectors will shift residential construction and remodel inspection back to the area it belongs and will enable increased enforcement of the blighted building code as well as the newly adopted property maintenance code. This group of inspectors are currently supported and subsidized by the commercial inspection group to allow BDS to keep up with the requests for daily inspections and close permits.

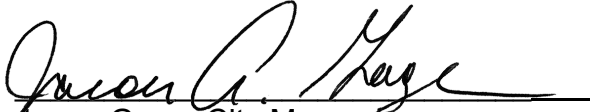
BDS appreciates your review and consideration of this request.

Submitted and recommended by:



Dwayne Shmel, Director Building Development Services

Approved by:


Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
053

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	11010	500110	000000	00000	\$ 29,536	Base Salaries
10110	03	11010	500210	000000	00000	4,873	LAGERS
10110	03	11010	500250	000000	00000	2,259	FICA
10110	03	11010	500260	000000	00000	3,728	Health Insurance
10110	03	11010	500280	000000	00000	567	Workers Compensation
10110	03	10020	502130	000000	00000	(40,963)	Dangerous Buildings Program
23240	03	10030	500110	000000	00000	\$ 13,686	Base Salaries
23240	03	10030	500210	000000	00000	2,258	LAGERS
23240	03	10030	500250	000000	00000	1,047	FICA
23240	03	10030	500260	000000	00000	1,864	Health Insurance
23240	03	10030	500280	000000	00000	263	Workers Compensation
23240	03	10030	504580	000000	00000	(19,118)	Weed and Trash Abatement Program
Net Expenditure Adjustment						\$ (0)	

Fund Balance Appropriation:

Fund	Title	Amount

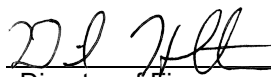
Explanation: To amend the FY2020-2021 budget by reallocating dangerous building, and weed and nuisance abatement funds for the addition of three new Full-Time positions within Building Development Services. This funding is for the four remaining months of FY21. The positions will cost \$180,247 for the first full year and be incorporated into the General Fund operating budget for FY22.

Requested By:

Approved By:

Authorization:

Department Head 1/19/21
Date



Director of Finance 1/19/21
Date

City Manager Date

Council Bill No. 2021-0027
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 01-19-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 029

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the General Fund budget for the City of Springfield, Missouri, for Fiscal
2 Year 2020-2021, by appropriating a portion of the Fiscal Year 2018-
3 2020 carryover funds and increasing expenses in the amount of
4 \$441,071 for costs associated with the settlement of Fiscal Year 2019-
5 2020 salary negotiations with the International Association of Fire
6 Fighters Local 152 bargaining unit.
7 _____
8

9 WHEREAS, City Council previously approved settlement of a contract grievance
10 issue from Fiscal Year 2019-2020 between the International Association of Fire Fighters
11 Local 152 bargaining unit ("IIAF") and the City; and
12

13 WHEREAS, the settlement authorized by City Council has been agreed to by the
14 parties; and
15

16 WHEREAS, funds for the settlement were initially authorized during Fiscal Year
17 2019-2020; however, the settlement was not finalized until Fiscal Year 2020-2021; and
18

19 WHEREAS, funds in the Fire Department budget that could have covered this
20 settlement in Fiscal Year 2019-2020 remain available but have been allocated to the
21 fund balance and are not included in the Fire Department's Fiscal Year 2020-2021
22 budget.
23

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

27 Section 1 – The General Fund budget for the City for Fiscal Year 2020-2021 is
28 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
29 No. 044, a copy of which is attached hereto and incorporated herein by reference as
30 "Exhibit A."
31

32 Section 2 – City Council finds that the budget adjustment has been
33 recommended by the City Manager.

34
35 Section 3 – The City Manager is directed to cause the appropriate accounting
36 entries to be made in the books and records of the City.
37

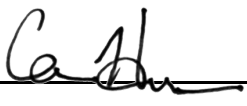
38 Section 4 – This Ordinance shall be in full force and effect from and after
39 passage.
40

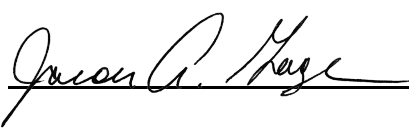
41 Passed at meeting: _____
42

43 _____
44 Mayor
45

46 Attest: _____, City Clerk
47

48 Filed as Ordinance: _____
49

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

53
54 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-028

FILED: 01-19-21

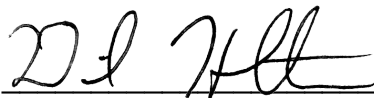
ORIGINATING DEPARTMENT: Finance

PURPOSE: Amending the General Fund budget for the City of Springfield, Missouri, for Fiscal Year 2020-2021, by appropriating a portion of the Fiscal Year 2018-2020 carryover funds and increasing expenses in the amount of \$441,071, for costs associated with the settlement of a grievance related to the IAFF (International Association of Fire Fighters Local 152) bargaining unit's contract language.

BACKGROUND: A contract grievance issue from Fiscal Year 2019-2020 between the IAFF and the City relating to contract language affecting wages was recently settled after City Council's approval. The costs associated with the settlement agreement total \$441,071. The current Fiscal Year 2020-2021 Budget does not provide funds for the settlement agreement. However, while the City originally had funds in the Fiscal Year 2019-2020 Fire Department budget to cover the settlement costs, because the settlement occurred in November 2020 (or current Fiscal Year 2020-2021) the unused funds were allocated to the fund balance. Therefore, the City wishes to amend the Fire Department's operating budget to provide the necessary funds for costs associated with the settlement agreement. The costs are a one-time expense and are not part of the Fire Department's regular operating budget. The City will appropriate \$441,071 of carryover funds to cover these costs.

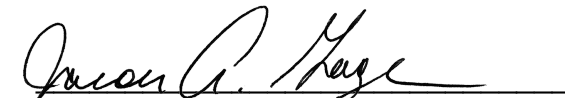
REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. It is respectfully requested that Council give consideration and approval to these changes.

Submitted by:



David Holtmann, Director of Finance

Approved by:


Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
044

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	10	15010	502270	000000	00000	\$ 20,140	Judgements and Claims
10110	10	15020	502270	000000	00000	402,805	Judgements and Claims
10110	10	15030	502270	000000	00000	12,084	Judgements and Claims
10110	10	15040	502270	000000	00000	6,042	Judgements and Claims
Net Expenditure Adjustment						\$ 441,071	

Fund Balance Appropriation:

Fund		Title	Amount
10110	09	General Fund	(441,071)

Explanation: To amend the FY2020-2021 budget by appropriating carryover funds for the settlement of FY20 salary negotiations with IAFF.

Requested By:

DL Hill 1/19/21
Department Head Date

Approved By:

DL Hill 1/19/21
Director of Finance Date

Authorization:

Council Bill No. 2021-028
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 24
Filed: 01-05-21

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 021

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Lease Agreement
2 and Memorandum of Understanding with the Missouri Highways
3 and Transportation Commission for the purpose of operating
4 and apportioning costs of the Traffic Management Center; and
5 amending the budget for the Department of Public Works in the
6 amount of \$37,742 for the receipt of lease payments.
7 _____
8

9 WHEREAS, since 1988 the City and the State of Missouri have cooperatively
10 operated and managed regional traffic operations through the Traffic Management
11 Center; and
12

13 WHEREAS, since 2011 the City and State through the Missouri Highways and
14 Transportation Commission ("MHTC") and Missouri Department of Transportation
15 ("MoDOT") have operated from the facility currently located in the Phil Broyles Complex;
16 and
17

18 WHEREAS, pursuant to Special Ordinance 25881 the City entered into an
19 original agreement establishing a 50 percent cost participation from MHTC/MoDOT,
20 which has been renewed since 2011; and
21

22 WHEREAS, renewal of this Lease and Memorandum of Understanding will
23 continue the established cooperation in regional traffic management.
24

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

28 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
29 a Lease Agreement and Memorandum of Understanding with the Missouri Highways
30 and Transportation Commission in substantial conformity with the attached "Exhibit A"
31 and "Exhibit B," which are attached hereto and incorporated by reference.
32

33 Section 2 – The budget of the Department of Public Works for Fiscal Year 2020-
34 2021 is hereby amended in the accounts and in the amounts shown on Budget
35 Adjustment No. 045, a copy of which is attached hereto and incorporated herein by this
36 reference.

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

40
41 Passed at meeting: _____

42
43 _____
44 Mayor
45

46 Attest: _____, City Clerk
47

48 Filed as Ordinance: _____
49

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

53
54 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-021

FILED: 01-05-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Lease Agreement (“Exhibit A”) and Memorandum of Understanding (“MOU”) (“Exhibit B”) with Missouri Highways and Transportation Commission (“MHTC”) for the purpose of allowing the Missouri Department of Transportation (“MoDOT”) staff to occupy necessary space in the Transportation Management Center of the Ozarks (“TMC”) facility located at 1107 West Chestnut Expressway and to establish and document the responsibilities of the City and MoDOT as they relate to operation and maintenance of the TMC; and amending the Fiscal Year 2020-2021 budget for the Department of Public Works in the amount of \$37,742.00 to accept the Fiscal Year 2020-2021 lease payment from MoDOT.

BACKGROUND INFORMATION: The City and MoDOT have cooperatively managed and operated a regional TMC since 1998. The existing facility, located in the Phil Broyles Complex on West Chestnut Expressway, was constructed in 2011. At that time, the City and MHTC entered into the original lease agreement (Special Ordinance 25881) and into a subsequent lease agreement (Special Ordinance 26015) in 2012, which established a lease payment from MoDOT to the City to cover 50 percent of the initial capital costs and provided for semi-annual payments to reimburse the City for 50 percent of the actual operations and maintenance costs for the City-owned facility.

This proposed Lease Agreement establishes a new annual rent payment in the amount of \$6.50 per square foot of space allocated to MoDOT for a total annual rent of \$37,742 for the initial two-year term that includes Fiscal Year 2020-2021 and Fiscal Year 2021-2022. This rate was determined through an analysis of historical TMC operations and maintenance expenses, and it is meant to cover MoDOT’s annual share of such expenses. The Lease Agreement also provides for the direct billing for reimbursement of 50 percent of any major capital expenses, structural modifications to the building, and pro-rata shares of shared equipment as identified in the proposed MOU.

The proposed MOU would formally establish and document the responsibilities of the City and MoDOT as they relate to operation and maintenance of the TMC and the various traffic control and intelligent transportation systems and services provided throughout the region including facility operations/maintenance, jurisdiction, TMC staffing, computer hardware, software, network administration, field devices, communications infrastructure, TMC operational roles and responsibilities, traffic signal system operations, traffic data collection, TMC visitors and tours, media relations, and TMC management and leadership.

The Lease Agreement and MOU both reference each other as they work together to define the financial and operational commitments of the two partner agencies. Therefore, both documents are combined into one Council Bill as they are both needed to continue

operation of the TMC, and both need approval.
Supports the following 2020 City Council Priorities:

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

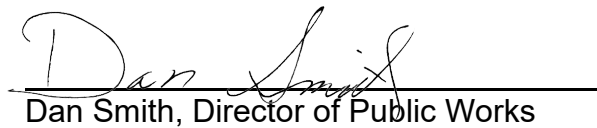
REMARKS: This agreement is an example of the City and MoDOT working together to improve regional traffic management and traveler information. Public Works recommends approval of this Council Bill and budget adjustment.

Submitted by:



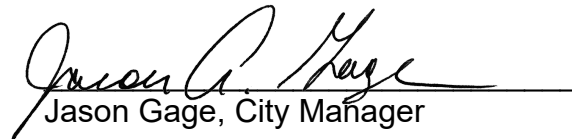
Kirk Juranas, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit A

LEASE OF PREMISE AGREEMENT TRANSPORTATION MANAGEMENT CENTER 1107 West Chestnut Expressway

THIS LEASE OF PREMISES AGREEMENT is entered between the Missouri Highways and Transportation Commission, hereinafter referred to as the "Lessee" or the "Commission" and the City of Springfield, hereinafter referred to as the "Lessor" or the "City" on this ____ day of ____ 20____. This Lease of Premises Agreement may be hereinafter referred to as the "Agreement" or the "Lease."

WITNESSETH:

WHEREAS, the Lessor for and in consideration of the covenants, conditions, and stipulations of this Agreement, does hereby lease to the Lessee, and the Lessee hereby leases from the Lessor, a portion of the property located at 1107 W. Chestnut Expressway, commonly referred to as the Transportation Management Center of the Ozarks; and

WHEREAS, the construction of the Transportation Management Center of the Ozarks was a partnership project between the Lessee and the Lessor; and

WHEREAS, the Lessor and Lessee previously executed a lease agreement (City Contract 2012-0095), this agreement replaces and supersedes that agreement, but the Lessor and Lessee desire to still utilized the Transportation Management Center of the Ozarks in a collaborative manner; and

WHEREAS, the City and the Commission recognize the importance and benefit to the community of operating the Transportation Management Center of the Ozarks in a joint manner.

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

(1) DESCRIPTION OF PROPERTY TO BE LEASED: The Lessor leases to the Lessee a portion of the property located at 1107 West Chestnut Expressway, specifically described as eight (8) individual office spaces and reasonable access to common areas located in the facility, such as conference rooms, break rooms, joint-operation areas, and restrooms, hereinafter referred to as the "premises." (see exhibits 1 & 2) The Lessee agrees to use the Premise as office space.

(2) LEASE TERM: The initial term of this Agreement shall be until the second June 30th following the execution of this document. Thereafter, the term shall be for 2 years commencing on July 1 and ending June 30th two years hence. This Agreement shall automatically renew on the anniversary July 1 of the succeeding term under the same conditions and terms ("Renewal Term"), unless either party provides written notice of termination to the other Party at least thirty (60) days before the end of the then current term.

(3) PAYMENT OF LEASE: The Commission shall pay rent for the initial term of the premises based on the pro-rata square footage of the building, as set forth by Exhibit 2; for the initial term in the amount of \$6.50 per square foot for a total rent per year of \$37,742.00 (Thirty-seven Thousand Seven hundred forty two dollars and 00/100cents).

- a. Rent will be adjusted by the City providing the new rental rate before April 1 of the final year of the current term.
 - b. The Commission shall also be responsible for 50% of any major capital expenses; structural modifications to the building; pro-rata share of shared equipment, as more fully set forth in the Memorandum of Understanding between the parties to govern operational matters. These expenses will be billed in May of each year and are due 30 days after billing date.
- (4) JOINT OPERATION OF THE PREMISES: The Parties shall execute a Memorandum of Understanding governing operational procedures, staffing, building access, co-operation for holidays and emergency situations. Such MOU shall also cover the proportionate costs of each party for separate equipment.
- (5) TERMINATION OF LEASE: Either Party may terminate this lease at any time for no stated reason. Notice of such intent shall be given at least 90-days prior to such termination date.
- (6) MAINTENANCE OF THE PREMISES: Lessor agrees to perform the following maintenance for the facility and maintain insurance on the facility, pursuant to the terms set forth below. The Lessor may enter and inspect the premises and make any necessary repairs.
- a. EXTERIOR: The Lessor shall maintain the premises in good repair and habitable condition, including the outside of the building(s), parking lot, equipment, fixtures, and any other property furnished by the Lessor to the Lessee under this Lease.
 - b. INTERIOR: The Lessor agrees to maintain all inside walls, floors, ceilings, and windows of the premises.
 - c. OTHER SERVICES: The Lessor shall provide fire inspection, trash disposal services, snow removal, and pest control. The Lessor shall be responsible for directing any maintenance and repairs which are necessary to the heating and air-conditioning systems and the plumbing systems of the premises.
 - d. INSURANCE: The Lessor shall carry adequate fire and extended coverage insurance on the premises during the period of this Lease. The Lessor shall furnish evidence of such insurance to the Lessee upon written request by the Lessee.
- (7) UTILITIES: During the term of the lease, the Lessee agrees to pay half (1/2) of the utilities for the facility, including gas, electricity, water, and sewer. The Lessor shall make arrangements with City Utilities (CU) to invoice the Lessee exactly 50% of these utilities monthly. The Lessee shall provide payment to CU for these utility costs upon proper invoices submitted by CU.
- (8) PARKING SPACES: The Lessor shall provide at least ten (10) parking spaces for the Lessee's use during the term of the Lease. Additional parking may be granted by the City's Representative.

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

(10) OBSERVANCE OF LAWS: The Lessee shall observe and abide by all federal, state, and local laws and regulations, including City Ordinances, pertaining to the use and occupancy of said premise.

(11) PROTECTION AGAINST DAMAGE: The Lessee shall protect and defend the premise against damage.

(12) DAMAGE TO THE PREMISES: The Lessee agrees to pay for any damage to the premises caused by the acts, authorized or not, of the Lessee or its employees, ordinary wear and tear expected.

(13) QUIET ENJOYMENT OF THE LEASE: The Lessor and Lessee shall peaceably and quietly have, hold, and enjoy the premises for the period of this Lease.

(14) INDEMNIFICATION: To the extent allowed by law, the parties shall defend, indemnify, and hold harmless one another, including their members 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 the either party's wrongful or negligent performance of its obligations under this Lease.

(15) LESSEE'S REPRESENTATIVE: The Lessee's District Engineer for the Southwest District is designated as the Lessee's representative for the purpose of administering the provisions of this Lease. The Lessee's representative may designate by written notice other persons having the authority to act on behalf of the Lessee in furtherance of the performance of this Lease.

(16) LESSOR'S REPRESENTATIVE: The Lessor's Director of Public Works is designated as the Lessor's representative for the purpose of administering the provisions of this Lease. The Lessor's representative may designate by written notice other persons having the authority to act on behalf of the Lessor in furtherance of the performance of this Lease.

(17) OPERATIONAL POLICIES: The Lessee's and Lessor's Representatives are authorized, by mutual agreement, to develop operational policies for the efficient and cooperative operation of the Premise. When developing such policies, the terms of this Lease shall be considered minimum requirements regarding the joint operation of the Premise and any operational policy developed by the Representatives shall be valid and control the operation of the Premise, so long as said polices do not provide less than the terms of this Agreement.

(18) NOTICES: Any notice or communication required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed given three (3) days after delivery by United States mail, or upon receipt by person delivery, addressed as follows:

- a. To the Lessor:
City of Springfield
Department of Public Works
840 Boonville Avenue
P.O. Box 8368
Springfield, Mo 65801

b. To the Lessee:
Southwest District Engineer
Missouri Department of Transportation
3025 East Kearney Street
Springfield, Mo 65803

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

(20) BINDING EFFECT OF LEASE: The covenants and agreements contained in this Lease shall be binding upon the parties and their successors and assigns.

(21) CASUALTY LOSS: If the premises are damaged or destroyed by fire or other casualty so as to render the premises untenable, the rent shall be reduced proportionately according to the usable square feet remaining on the premises as determined by the Lessor until the premises are restored by the Lessor.

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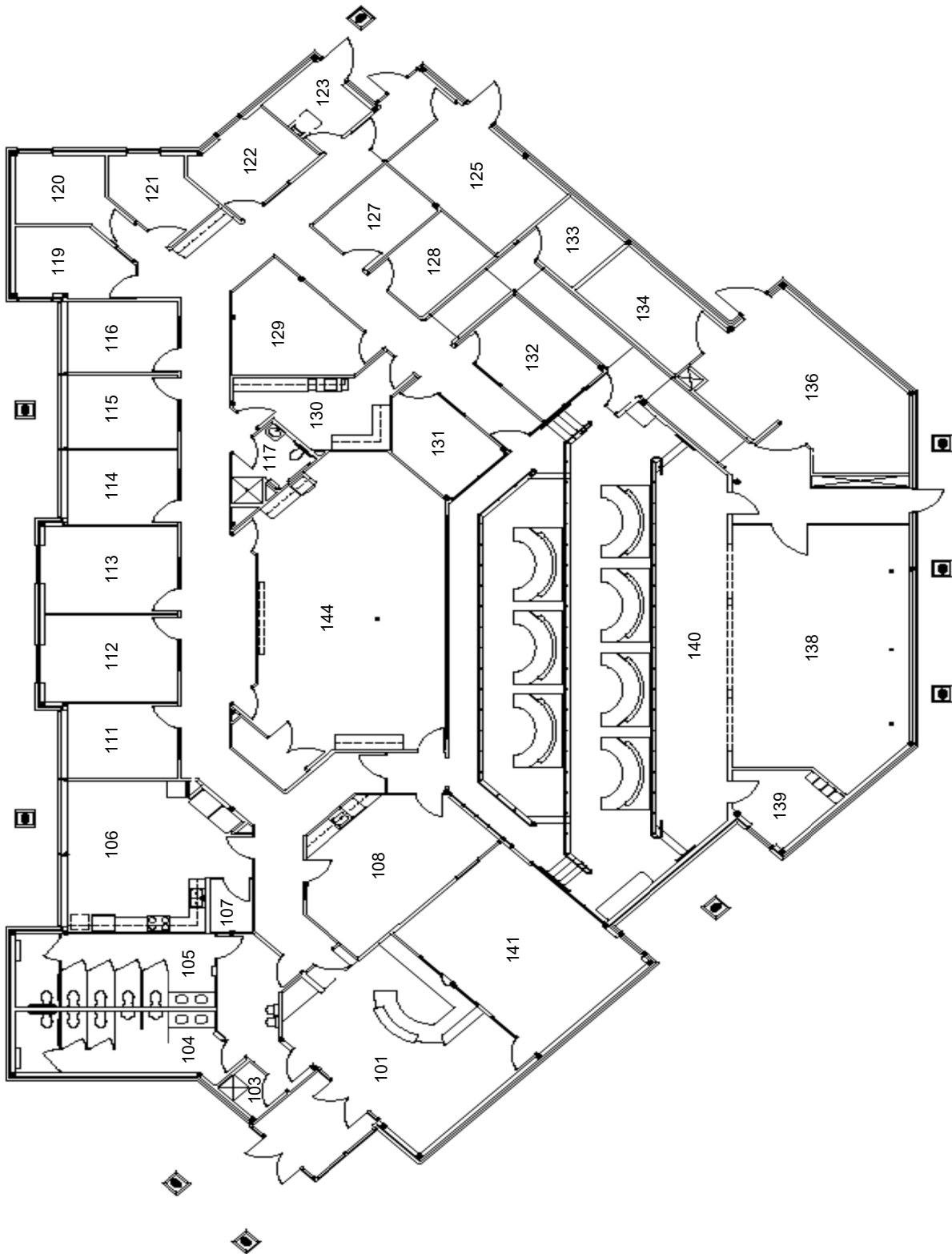


EXHIBIT 1: TMC FLOOR PLAN

SCALED TO FIT

EXHIBIT 2
TRANSPORTATION MANAGEMENT CENTER
SPACE ALLOCATION

Room Name and No.	Assignment/Square Footage		
	Shared	City	MoDOT
Reception (Lobby) 101	481		
Janitor 103	31		
Men's Restroom 104	206		
Women's Restroom 105	229		
Break Room 106	387		
Conference Room 108	314		
Office 111		137	
Office 112		185	
Office 113			185
Office 114			130
Office 115			128
Office 116		125	
Shower/Changing 117	63		
Office 119		121	
Office 120			112
Office 121			103
Office 122			125
Recycle 123	82		
Mech./Elec. 125	209		
Office 127		105	
Office 128			105
Central File 129	185		
Office Supply 130	166		
Office 131			122
Office 132		142	
Cable/Telephone 133		79	
Workroom 134	144		
Server/Network 136	377		
Projection 138	680		
Operator Locker 139	92		
Operations 140	1,972		
Media Room 141	420		
Training Room 144	851		
Other Common Area	2,707		
TOTAL	9,596	894	1,010
Allocation by Jurisdiction (1/2 Shared + Assigned)		5,692	5,808

Exhibit B

INTERAGENCY MEMORANDUM OF UNDERSTANDING BETWEEN MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION AND CITY OF SPRINGFIELD

Transportation Management Center of the Ozarks Agency Roles and Responsibilities

THIS Memorandum of Understanding ("this MOU") is made and entered into by and between the CITY OF SPRINGFIELD, MISSOURI, a Missouri Municipal corporation (hereinafter "City") and the Missouri Highway and Transportation Commission (hereinafter "Commission" or "MoDOT").

WHEREAS, the City and Commission have partnered in transportation systems management and operations for nearly three decades, having first entered into a contract in 1989 to implement a multi-jurisdictional centralized closed-loop signal system that allowed traffic signals from both agencies to operate as one system with coordination where jurisdictions overlap; and

WHEREAS, the City and Commission established the region's first transportation management center in 1998 where personnel from each agency began working side-by-side to operate the signal system, monitor traffic flow, coordinate with local stakeholders in managing traffic incidents, and disseminate traveler information related to real-time traffic conditions; and

WHEREAS, the City and Commission, through multiple subsequent cost share agreements, continued to expand and improve the regional traffic management system through the planning, design, deployment, and integration of field devices, communications network, system hardware, and software; and

WHEREAS, the City and Commission partnered in the design, construction, and integration of a new Transportation Management Center in 2011, located at 1107 West Chestnut Expressway, to house shared system equipment and personnel from each agency, enabling the expansion of traffic management, incident response, and traveler information services; and

WHEREAS, the City and Commission recognize the importance of continuing these efforts through shared resources and strong partnership, with better documented agency roles and responsibilities, as services are extended beyond the Springfield urban area to the entire MoDOT Southwest District.

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

1. **PURPOSE.** The purpose of this MOU is to establish and document the responsibilities of the City and the Commission as they relate to operation and maintenance of the Transportation Management Center of the Ozarks (TMC) and the various traffic control and intelligent transportation systems (ITS) and services provided throughout the region.

2. **TMC FACILITY OPERATIONS/MAINTENANCE.** The two parties entered into a Lease of Premises Agreement in 2012 (City Contract #2012-0095) following completion of the TMC located within the City's Public Works Complex at 1107 W. Chestnut Expressway. That Lease Agreement has been superseded by a new agreement dated _____. That Agreement controls the obligations of the

parties with respect to tenancy of the Commission. This document covers operational cost not included in the rental rate but are as equally a part of the overall reimbursement to the City for the operations of the building.

This MOU also covers day-to-day operations and guidelines not specifically addressed in the Lease Agreement.

Facility Operations/Maintenance roles and responsibilities are summarized below:

	City of Springfield	MoDOT	Expenses
Building Maintenance (physical structure, fixtures, HVAC, plumbing, electrical, lighting, parking lot, sidewalks, landscaping)	Lead Agency/Building Owner. City maintains building premises with City staff or by contract.		Cost of routine maintenance included in rental rate. Major capital expenses billed separately at 50% City/50% MoDOT
Janitorial and Housekeeping Services (including supplies)	Lead Agency. Services performed through City contract		Included in Rental Rate
Pest Management	Lead Agency. Services performed through City contract		Included in Rental Rate
Trash Service	Lead Agency. Services performed through City contract		Included in Rental Rate
Backup Generator Monthly & Annual Service	Lead Agency. Services performed through City contract		Included in Rental Rate
Uninterruptible Power Supply Service	Lead Agency. Services performed through City contract		Included in Rental Rate
Insurance on Premises	Lead Agency/Building Owner		Included in Rental Rate
Copier Lease and Service	Lead Agency. Services performed through City contract		Included in Rental Rate; Contract Overage Charges may be invoiced separately
Utilities (Electric, Natural Gas, Water, Sewer)	City Utilities Accounts in City Name (Public Works). Billed directly for 50%	Billed directly for 50%	50% City/50% MoDOT
Telephones	Responsible for City telephones and lines (including all City staff offices, lobby, conference room, training room, media	Responsible for MoDOT telephones and lines (including all MoDOT staff offices, and operations room)	Each agency billed directly for applicable expenses

	room, and operations room)		
Office Supplies	Responsible for all office supplies for City staff. Shared responsibility for copier paper and coffee supplies	Responsible for all office supplies for MoDOT staff. Shared responsibility for copier paper and coffee supplies	Each agency billed directly for applicable expenses. Copier paper and coffee supplies are purchased by each agency on an alternating basis.
Training Room A/V Equipment	Lead agency for maintaining projector, screen, and audio system		Included in Rental Rate; Capital expenses invoiced separately
TMC Video Wall Equipment	Lead agency for maintaining rear projection video equipment		Included in Rental Rate; Capital expenses invoiced separately
MoDOT Radio Communications System		Lead agency for use and maintenance	100% MoDOT
Cable Television Service	Lead Agency. Services through City contract		Included in Rental Rate
MoDOT Internet Service	Lead Agency. Services through City contract		Paid by City; 100% MoDOT Reimbursement invoiced separately

MoDOT is granted full access to the facility at all times. However, the City maintains control of issuing keys to door locks, control of the building electronic security system, and vehicular gates to the Public Works complex. MoDOT personnel will be issued keys, fobs, badges, card readers, or any other devices necessary to access the facility through written request made to the City in accordance with City's standard procedures, including issuance of devices to MoDOT for shared use among MoDOT personnel working at the facility as part of the MoDOT Emergency Operations Center (EOC) activated by the District from time to time.

The facility includes three designated meeting spaces (Training Room, Conference Room, and Media Room) that are frequently utilized by both agencies. The rooms may be reserved by either organization, and a meeting room calendar is available to all TMC staff through the OzarksTraffic SharePoint site maintained by MoDOT.

3. JURISDICTION. MoDOT and the City are each directly responsible for operating and maintaining transportation facilities and traffic control devices within their respective jurisdictions defined by route designations and legal rights-of-way.

MoDOT routes (listed by classification as designated by the OTO Major Thoroughfare Plan) within the Springfield city limits include the following:

Freeway (including all ramps and interchanges)

- Interstate 44
- US 65
- James River Freeway (US 60/US 160/MO 13)

Expressway

- West Bypass (US 160)
- Kansas Expressway (MO 13)
- Campbell Avenue (US 160/MO 13) [from Republic Road south to city limit]
- Glenstone Avenue (Bus 65) [from Sunset Street south to James River Freeway]
- Chestnut Expressway (Loop 44/Bus 65)
- Sunshine Street (MO 413) [From Kansas Expressway west to city limit]

Primary Arterial

- Kearney Street (MO 744)
- Division Street (Rte EE) [from West Bypass west to city limit]
- Division Street (Rte YY) [from US 65 east to city limit]
- Sunshine Street (Rte D) [from Glenstone Avenue east to city limit]
- Glenstone Avenue (Loop 44/Bus 65) [from Sunset Street north to city limit]

All other roadways within the city limits are under the jurisdiction of the City of Springfield Department of Public Works.

Although each agency has a direct responsibility to operate and maintain its own field devices and communications infrastructure, both MoDOT and the City of Springfield recognize the importance of working together, sharing and investing in joint resources, and assisting each other in serving the Springfield region by proactively maintaining and operating a unified traffic management system. This commitment is evident in many areas including TMC staffing, advanced traffic management system (ATMS) operations, traffic signal system operations, incident response, traveler information, and data collection. The roles and responsibilities associated with each of these operations are defined in the following sections.

4. TMC STAFFING. MoDOT and the City regularly staff the TMC Operations Room from 7:00 a.m. to 6:00 p.m., daily, and other times as necessary to provide extended coverage for prolonged incidents and/or special planned events. The TMC Operations Room is not staffed during City Holidays. During State Holidays whereby the TMC is staffed by the City, the City Operator will assist and coordinate with the St. Louis TMC on incidents located on State owned highways. MoDOT provides one full-time TMC Operator Monday through Thursday and another full-time TMC Operator Friday through Monday. The City provides one full-time TMC Operator (Traffic Technician II) Tuesday through Friday. MoDOT and City TMC Operators cover for each other during lunch breaks Tuesday through Friday. During the weekends, events occurring during the operator lunch period are managed by the St. Louis TMC. The MoDOT Operator staffing calendar is maintained on the TMC SharePoint.

5. ADVANCED TRAFFIC MANAGEMENT SYSTEM INFRASTRUCTURE. For many years MoDOT and the City have collaborated in the planning, design, deployment, integration, and operation of a variety of computer hardware, software, field devices, and communications equipment that collectively comprise a regional advanced traffic management system (ATMS).

5.1 Computer Hardware. Each agency is responsible for providing and maintaining computer hardware as necessary for use by its respective personnel and/or to outfit each respective office and workstation within the TMC. Exclusive administrative rights shall be assigned and maintained accordingly by each respective agency. All hardware located within the TMC Server Room, as well as core network equipment in the field, are considered shared equipment, and although the two agencies have shared in the cost to purchase and maintain such equipment, each item is generally assigned as an asset of the agency which contractually procured the respective piece of equipment. Furthermore, although access shall be granted to both agencies for administration and maintenance of shared equipment, it is recognized that one agency will typically take the lead in administration as summarized below for existing equipment:

SHARED COMPUTER HARDWARE			
Equipment	Administrative Lead Agency	Asset Assignment	Cost Share
ATMS Server	MoDOT	MoDOT	75% MoDOT/25% City
Network (switches, racks, and cabling)	City	City	50% City/50% MoDOT
Core Network Infrastructure	City	City/MoDOT	50% City/50% MoDOT
MoDOT Radio System	MoDOT	MoDOT	100% MoDOT
Polycom Video Conference Equipment	MoDOT	MoDOT	100% MoDOT
Share Server	City	City	50% City/50% MoDOT
Skyline (Switch, Web SFS, TS, and Vero)	City	City	50% City/50% MoDOT
Transparency	City	City	50% City/50% MoDOT
Video Wall Servers	City	City	50% City/50% MoDOT

5.2 Software. Each agency is responsible for providing and maintaining computer software as necessary for use by its respective personnel and/or to outfit each respective office and workstation within the TMC. Software that is utilized exclusively by one agency shall be licensed and maintained accordingly by the respective agency. Most of the software utilized for TMC operations is shared by, licensed to, and paid for by both agencies. Although access shall be granted to both agencies for administration and use of shared software, it is recognized that one agency will typically take the lead in administration as summarized below for existing software:

TMC SOFTWARE					
Software	Vendor	Description	Host Network	Administrative Lead Agency	Cost Share
Acyclica	Acyclica	WIFI Sensor/Travel Times	Web-Based	MoDOT	None
ATSPM	Open Source	Automated Traffic Signal Performance Measures Reporting	City of Springfield	City	100% City

ATSPM Dashboard	Kimley-Horn	Automated Traffic Signal Performance Measures Reporting	City of Springfield	City	100% City
FreeNAS	IXsystems (Open Source)	Network Attached Storage	Traffic	City	None
LEDMaster	Ledstar	DMS Diagnostics	Traffic	City	None
LibreNMS	LibreNMS (Open Source)	Network Monitoring	Traffic	City	None
MAX Solutions	Zetron	Radio Communication System	MoDOT	MoDOT	100% MoDOT
MoDOT Traveler Information Map	MoDOT	MoDOT ATIS Website	MoDOT	MoDOT (MoDOT Access Only)	100% MoDOT
Nexusworx	Byers	Fiber Management	Web-Based	MoDOT	100% MoDOT
OneView	Skyline Technologies	Video Distribution	Traffic	City	50% City/50% MoDOT
Oxidized	Open Source	Network Configuration Backup	Traffic	City	None
OzarksTraffic.com	American Eagle	Regional Traveler Information Website	Web-Based	City (City Access Only)	100% City
OzarksTraffic SharePoint	MoDOT	Shared File Storage	MoDOT	MoDOT	100% MoDOT
RITIS	University of Maryland	Integrated Traffic Conditions Data	Web-Based	MoDOT	100% MoDOT
Traffic Management System (TMS)	MoDOT	MoDOT Traffic Database	MoDOT	MoDOT (MoDOT Access Only)	100% MoDOT
Transparency	McCain	Traffic Signal System	Traffic	City	50% City/50% MoDOT
TransSuite	TransCore	ATMS	Traffic	MoDOT	75% MoDOT/ 25% City
UNMS	Ubiquiti	Wireless Monitoring	Traffic	MoDOT	None

VNC	RealVNC	Remote Network Access	Traffic	City	50% City/50% MoDOT
Vero	Skyline Technologies	CCTV and Video Wall Control	Traffic	City	None

5.3 Network Administration. Most TMC operations are performed on systems that reside on an independent computer network, referred to as the “Traffic Network” created, maintained, and administered jointly by MoDOT and the City. Both the City of Springfield and MoDOT central office IS departments have agreed to reserve the IP range of 10.6.80.1 to 10.6.99.255 on their networks for traffic management purposes. The Traffic Network is linked directly to the City of Springfield’s network by fiber to the Busch Building. With this connection, the traffic network utilizes the City of Springfield’s internet connection and is administered by the City of Springfield’s IS department. The Traffic Network is also directly connected to MoDOT’s Southwest District office by way of fiber optic cable. All other traffic is routed by default back to the City of Springfield’s network unless specifically routed to MoDOT.

5.4 Field Devices. Traffic management devices owned, operated, and maintained by the two agencies include traffic signals, dynamic message signs (DMS), closed-circuit television (CCTV) cameras, radar vehicle detectors, and WiFi traffic detectors. Ownership and maintenance responsibilities correspond to jurisdiction, as described in Section 3, based on the field device location. Portable devices, including changeable message signs, trailer-mounted cameras and detectors, data collection equipment, are maintained by the respective owner.

Although each agency is primarily, and legally, responsible for the operation of the field devices of which it owns, use and remote access control of all devices is granted to both agencies in order to collaborate in the transportation management operations in accordance with the roles and responsibilities defined in this MOU.

5.5 Communications Infrastructure. Center-to-center and center-to-field connectivity is achieved on the shared Traffic Network through communications infrastructure that includes fiber optic cable, point-to-point wireless radio units, cellular modems, traffic (splice) cabinets, network switches, and related equipment. Maintenance and configuration responsibilities are summarized below:

COMMUNICATIONS INFRASTRUCTURE		
Infrastructure Type	City of Springfield	MoDOT
Fiber Optic Cable	Responsible for all (traffic) cable on City rights-of-way. Responsible for coordination with CenturyLink for all City-owned fiber installed on City and MoDOT rights-of-way. (per City Contract #97-224 and all addenda and Conduit Space Lease Agreement Contract #98-58). Responsible for coordination with Bluebird	Responsible for all (traffic) cable on MoDOT rights-of-way, except for City-owned fiber installed as part of CenturyLink agreement or City network communications to Public Works Complex. Responsible for loop cable between City fibers and MoDOT splice cabinets. Responsible for coordination with Bluebird

	Networks for City-owned fiber installed through City Contract #2019-1435. Responsible for all fiber termination in City cabinets.	Networks and Sho-Me Power for MoDOT-owned fiber installed through specific MHTC contracts. Responsible for fiber termination in all MoDOT cabinets.
Ethernet Radio Units	Responsible for all units mounted to City-owned infrastructure. In addition, the City is responsible for the unit at Chestnut & Barnes.	Responsible for all units mounted to MoDOT infrastructure, except for the unit at Chestnut & Barnes.
Cellular Modems	Responsible for all units installed in City equipment. Responsible for reimbursement to MoDOT for monthly service plan on two (2) Acyclica units (Airport and Portable).	Responsible for all units installed in MoDOT equipment. Administers cellular service plan for all remote/portable Acyclica units.
Traffic Cabinets	Responsible for all traffic cabinets in City rights-of-way (or easements). Unless prior approval is granted by City, access to City cabinets is restricted to City staff.	Responsible for all traffic cabinets in MoDOT rights-of-way (or easements). Unless prior approval is granted by MoDOT, access to MoDOT cabinets is restricted to MoDOT staff. City staff is granted access for maintenance of City (or shared) equipment at Chestnut & Barnes and National & James River Freeway. For each occasion, City staff shall notify MoDOT staff in advance.
Network Switches	Responsible for all layer two network switches located in City cabinets.	Responsible for all layer two network switches located in MoDOT cabinets
Network Core Infrastructure	Responsible for all core network devices except ASR	Assist with maintaining/programming

6. TMC OPERATIONS. MoDOT and City staff work side-by-side at the TMC to perform many tasks to improve safety, reduce delay, and provide reliable, efficient traffic operations throughout Springfield and the surrounding 21 county area.

The primary focus of City personnel is management of the arterial system (including expressways) in Springfield, while the primary focus of MoDOT personnel is management of the freeway system in Springfield and freeways, expressways and other state highways throughout the Southwest District. However, in recognition of collaborative regional traffic management each agency supports the other in these roles, and authorized TMC personnel from both agencies have full access to control of field devices through the shared systems, regardless of agency jurisdiction.

The following describes agency roles and responsibilities with respect to each of the TMC functions:

TMC OPERATIONAL ROLES & RESPONSIBILITIES		
Function	City of Springfield	MoDOT
Monitor traffic flow	Primary: Arterial streets in Springfield; Secondary: Freeways and other routes within MPO boundary; Assists: Monitoring beyond MPO boundary	Primary: Freeways, Expressways, and State Highways throughout Southwest District; Secondary: Monitoring City of Springfield routes
Monitor radio communications	Primary: Monitor scanner for Springfield-Greene County 911, weather (NWS), Springfield Fire, Springfield PD, Greene County Dispatch; Assists: Monitoring MoDOT radio communications	Primary: Monitor scanner for Highway Patrol, Springfield-Greene County 911, weather (NWS), Springfield Fire, Springfield PD, Greene County Dispatch
Report traffic incidents	Primary: Call Springfield-Greene County 911 Supervisor to report detected/confirmed incidents within MPO; Secondary: Call Missouri Highway Patrol or other appropriate agency to report detected/confirmed incidents beyond Springfield	Primary: Call Missouri Highway Patrol or other appropriate agency to report detected/confirmed incidents beyond Springfield Secondary: Call Springfield-Greene County 911 Supervisor to report detected/confirmed incidents within MPO;
Monitor systems operations	Primary: Traffic signal alarms within Springfield (City and MoDOT signals), CCTV operation within MPO, DMS status; Secondary: DMS status beyond MPO	Primary: District-wide Traffic signal alarms (City and MoDOT signals), CCTV operation, DMS status; Secondary: none
Monitor 911 CAD interface	Primary: Springfield-Greene County 911 CAD through the ATMS; Secondary: none	Primary: Springfield-Greene County 911 CAD through the ATMS; Secondary: none
Utilize CCTV to confirm reported incidents	Primary: Incidents within Springfield; Secondary: Incidents outside of Springfield within MPO; Assists: Incidents beyond MPO	Primary: District-wide Incidents on State Highway System and on I-44 up to MM 224.1; Secondary: Incidents on City of Springfield and City of Joplin owned streets
Activate messages on DMS	Primary: Arterial DMS within Springfield; Secondary: Freeway and other arterial DMS within MPO; Assists: DMS beyond MPO	Primary: District-wide DMS and on I-44 up to MM 224.1; Secondary: Arterial DMS on City of Springfield routes

Dispatch Emergency Response personnel	Primary: None; Secondary: Dispatch MoDOT ER staff for incidents within MPO; Assists: Dispatch MoDOT ER for incidents beyond MPO	Primary: Dispatch MoDOT ER staff for incidents within District; Secondary: none
Notify maintenance personnel	Primary: Notify City Public Works/Environmental Services for all maintenance requests in Springfield and MoDOT signal shop for all traffic signal maintenance issues; Secondary: Notify MoDOT Customer Service for all other maintenance within Southwest District. Notify MoDOT TMC personnel for ITS field device maintenance issues	Primary: Notify MoDOT Customer Service for all other maintenance within Southwest District. Notify MoDOT TMC personnel for ITS field device maintenance issues. Notify MoDOT signal shop for all traffic signal maintenance issues; Secondary: Notify City Public Works/Environmental Services for all maintenance requests in Springfield
Send incident email messages	None	Primary: Utilize TransSuite to send incident emails per Incident Management Procedures
Post to traveler information website(s)	Primary: Post incident and construction information to OzarksTraffic.com	Primary: Post incident and construction information to Traveler Information System
Manage planned events	Primary: Implement pre-planned actions, coordinate with Police, 911, etc. and actively monitor traffic flow associated with special events within Springfield; Secondary: Special events outside of Springfield within MPO; Assists: Events beyond MPO	Primary: Implement pre-planned actions, coordinate with Police, 911, etc. and actively monitor traffic flow associated with special events in District; Secondary: Special events on City of Springfield and City of Joplin owned streets
Optimize traffic signal operation	Primary: City-maintained traffic signals; Secondary: MoDOT traffic signals within Springfield (with MoDOT approval – See Section 7); Assists: Signals outside of Springfield	Primary: MoDOT traffic signals within District; Secondary: City-maintained traffic signals (with City of Springfield approval – See Section 7)
Adjust traffic signal operation in response to incidents and planned events	Primary: City-maintained traffic signals; Secondary: MoDOT traffic signals within MPO (with MoDOT approval – See Section 7); Assists: Signals beyond MPO	Primary: MoDOT traffic signals within District; Secondary: City-maintained traffic signals (with City of Springfield approval – See Section 7)

7. **TRAFFIC SIGNAL SYSTEM OPERATIONS.** While each agency is directly responsible, and legally liable, for the operation of traffic signals within its respective jurisdiction, MoDOT and the City of Springfield are committed to providing safe, efficient, coordinated traffic signal operation across jurisdictional boundaries. The two agencies share the same signal system software, the same controller/firmware standard, and the same methodology for calculating and programming intersection clearance interval timings.

Coordinated timing plans for the arterial network in Springfield are developed and implemented through the collaborative efforts of MoDOT and City signal engineers. Timing plans may be developed by either engineer for review by the other, and once both engineers are in agreement, either may assist the other with controller programming for patterns and splits; however, each is responsible for programming time-of-day controller settings to actually implement new timing for his/her respective signals.

While monitoring real-time arterial traffic operations, TMC operators will contact the respective agency's signal engineer to modify the operation of one or more signals to address an active incident or event. If the appropriate MoDOT or City signal engineer cannot be reached, the operator is to notify whichever engineer is available, regardless of jurisdiction. If changes are made by an engineer to a signal maintained by the other agency, documentation (date, time, description of changes, etc.) shall be sent by email to the respective engineer and signal shop immediately following implementation of the change(s). Signals are not to be left in manual plan at the end of the TMC shift (6:00 p.m.) without approval of the respective engineer or signal shop personnel.

8. **TRAFFIC DATA COLLECTION.** MoDOT and the City of Springfield share resources in data collection within the MPO boundary. MoDOT's Senior Traffic Technician and the City's Traffic Technician II routinely work together and share equipment and supplies to collect traffic data on both MoDOT and City roadways. The two agencies agree to equally share in the cost of traffic volume count collection/processing for the following intersections:

1. Battlefield & 65 NB Ramp
2. Battlefield & 65 SB Ramp
3. Campbell & Republic
4. Chestnut & National
5. Chestnut & Benton
6. Chestnut & Grant
7. Division & 65 NB Ramp
8. Division & 65 SB Ramp
9. Glenstone & Battlefield
10. Glenstone & Sunshine
11. Glenstone & Division
12. Kansas & Battlefield
13. Kansas & Sunshine
14. Kansas & Division
15. Kansas & Grand
16. Kearney & National
17. Kearney & Grant

18. National & JRF NB Ramp
19. National & JRF SB Ramp

In addition, MoDOT, the City of Springfield, and Ozarks Transportation Organization partnered in deploying the WiFi traffic data collection system throughout the region. MoDOT and City are each responsible for maintaining their own field devices and communications infrastructure. MoDOT and the City work together in programming the system to collect/report speeds and travel times for use by both agencies.

9. VISITORS AND TOURS. Since its inception, the TMC has had numerous visitors and will continue to receive them regularly. Visitors can range from local interest groups and other related operations agencies to elected officials seeking information on freeway/arterial management. All requests for tours should be coordinated with MoDOT Traffic Center Manager, City Traffic Engineer, MoDOT Communications staff, or City Department of Public Information & Civic Engagement. Although TMC tours may be conducted by senior TMC staff from either agency, tours are typically conducted by the agency to whom the tour request was made. Tour groups will not be allowed unaccompanied in the TMC Operations Room. If a major incident is underway during the tour, the group will be restricted to the Media/Tour Center or Coordination/Training Room as available to oversee operations.

10. MEDIA. All media inquiries received at the TMC shall be directed to the MoDOT Community Relations representative or City of Springfield Department of Public Information & Civic Engagement, depending on subject matter. If the subject of the inquiry is not specific to the jurisdiction of one agency or the other, then the determination should be left up to the preference of the individual making the media request. Interviews will be given by the MoDOT Traffic Center Manager, City Traffic Engineer, or other personnel as appropriate, based upon subject matter, availability, and direction received by their respective Community Relations/PIO. Media relations performed by City of Springfield staff shall be in accordance with Administrative Memorandum #14, current revision.

11. TMC MANAGEMENT AND LEADERSHIP. Three general missions are carried out in the operations performed at the Transportation Management Center of the Ozarks: Traffic Division mission of the Missouri Department of Transportation, Transportation Management Division mission of the City of Springfield Department of Public Works, and the joint mission shared by the two agencies working together. The designation of each of these missions is reflected in the TMC management and leadership structure.

Responsibility for carrying out the MoDOT mission at the TMC is given to the MoDOT Traffic Center Manager, and the corresponding work is performed under his/her leadership. Likewise, the City Traffic Engineer (Transportation Management Division) is responsible for carrying out the City's mission at the TMC and providing leadership in the work performed by City TMC staff. These two individuals collaborate in providing joint leadership in meeting the shared objectives and carrying out the shared mission of the two organizations at the TMC. Their individual leadership roles closely follow the agency roles and responsibilities described in this document.

The success of this management arrangement depends in large part on consistent, ongoing communication and coordination between the two leaders, particularly on issues that affect joint operations. Although communication typically occurs more frequently, the two have scheduled a standing bi-weekly meeting to formalize such discussions.

Further oversight and direction is provided by a TMC Oversight Committee made up of the MoDOT District Engineer, Assistant District Engineer – Operations, City of Springfield Public Works Director, and Assistant Public Works Director – Operations. The meeting of this committee together with the Traffic Center Manager and Traffic Engineer will occur on at least an annual basis.

12. TERM: This MOU and obligations arising herein shall run contemporaneously and simultaneously with the Lease Agreement dated _____. Termination of the Lease will act as a termination of this MOU, unless the parties make affirmative references to the contrary. Upon termination of the Lease for any reason, the accrued costs owed by the Commission to the City under this MOU shall be billed within 30 days and payable 60 days thereafter.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
045

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
28010	20	78030	407010	000000	00000	\$ 37,742	FY 2020-2021 TMC Rental/Lease Revenues From MoDOT
Net Revenue Adjustment						\$ 37,742	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
28010	20	78030	504580	000000	00000	\$ 37,742	TMC Operating & Maintenance Expenses
Net Expenditure Adjustment						\$ 37,742	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating the rental/lease payment from MoDOT for their use of space at the Transportation Management Center (TMC) owned by the City including MoDOT's share of the annual operating and maintenance costs of the TMC for FY 2020-21.

Requested By:

Don Smith 1/5/21
Department Head Date

Approved By:

D.J. Hill 1/5/21
Director of Finance Date

Authorization:

Council Bill No. 2021-021
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date