



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

April 5, 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. MARCH 22, 2021 CITY COUNCIL MEETING AND MARCH 16, 2021 AND MARCH 30, 2021 SPECIAL CITY COUNCIL MEETINGS.**

Documents:

03-22-21.PDF

03-16-21 SPECIAL CITY COUNCIL MEETING.PDF

03-30-21 SPECIAL CITY COUNCIL MEETING.PDF

3. **FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST NOTIFY THE CITY CLERK BY 5:00 P.M. ON FRIDAY, APRIL 2 2021**

4. **CEREMONIAL MATTERS.**
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 2021-044 (Hosmer) Tabled At The March 8, 2021 City Council Meeting Until April 5, 2021.**

A special ordinance authorizing the City Manager, or his designee, to enter into a contract with ShotSpotter Inc., for the implementation of the ShotSpotter Respond gunfire detection system.

Documents:

[2021-044.PDF](#)

8. **Council Bill 2021-069 (Ferguson)**

A special ordinance authorizing the City Manager, or his designee, to enter into a contract for the purchase of land located at 404 North Jefferson Avenue, for the purpose of continuing the Jordan Valley Concept Plan for daylighting Jordan Creek; to execute all necessary documents in support thereof; and amending the budget for the Department of Public Works for Fiscal Year 2020-2021 in the amount of \$1,465,000. (Planning and Zoning Commission approved this Request to Acquire, and staff recommends approval).

Documents:

[2021-069.PDF](#)

9. **Council Bill 2021-070 (Ollis)**

A special ordinance approving the proposed 2021 Supplemental Overflow Control Plan to comply with the Amended Consent Judgment; authorizing the City Manager to submit the proposed Supplemental Overflow Control Plan to the Missouri Department of Natural Resources for approval; and authorizing the City Manager to work with the Missouri Department of Natural Resources and the Missouri Attorney General's office to jointly file a motion with the Greene County Circuit Court to obtain court approval of the 2nd Amended Consent Judgment and 2021 Supplemental Overflow Control Plan.

Documents:

[2021-070.PDF](#)

10. **Council Bill 2021-071 (McGull)**

A special ordinance authorizing the City Manager, or his designee, to apply to the United States Department of Housing and Urban Development for Federal Fiscal Year 2021 Community Development Block Grant and HOME Investment

Partnership Program funds under the Consolidated Plan, to accept Community Development Block Grant and HOME Investment Partnership Program funds, to enter into any necessary agreements to carry out the grants, and to exercise any and all powers necessary to implement selected projects; selecting projects for funding for the City of Springfield Fiscal Year 2021-2022; reaffirming the Community Development Objectives and Priorities; and declaring that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16 (25). (City Council is not expected to vote on this Ordinance after the first reading on March 22, 2021.)

Documents:

[2021-071.PDF](#)

11. RESOLUTIONS.

12. EMERGENCY BILLS. Citizens May Speak. May Be Voted On.

13. Council Bill 2021-089 (Council) Added On April 1, 2021

A general ordinance amending General Ordinance 6628, which adopted public health and safety regulations related to the COVID-19 pandemic, to extend the sunset date of said ordinance until April 16, 2021; amending the Springfield City Code, Chapter 58, 'Health and Sanitation,' by repealing Article XIII, 'COVID-19 pandemic,' and replacing it with a new Article XIII, 'COVID-19 pandemic' which revises regulations related to Face Coverings, occupancy limits, and physical distancing to respond to the COVID-19 pandemic to become effective April 16, 2021; and declaring an emergency pursuant to City Charter Section 2.12.

Documents:

[2021-089.PDF](#)

14. PUBLIC IMPROVEMENTS.

15. GRANTS.

16. AMENDED BILLS.

17. COUNCIL BILLS FOR PUBLIC HEARING. Citizens May Speak. May Be Voted On.

18. Council Bill 2021-073 (Schilling)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 10 acres generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-SF, Single-Family Residential District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Burning Tree Consulting, LLC; 851 W. Farm Road 182; Z-4-2021.)

Documents:

[2021-073.PDF](#)

19. Council Bill 2021-074 (Schilling)

A special ordinance granting Conditional Use Permit No. 449 for the purpose of authorizing a car washing business to operate within the GR, General Retail District generally located at 204 West Plainview Road as a conditional use. (Staff and Planning and Zoning Commission recommend approval.)

Documents:

[2021-074.PDF](#)

20. Council Bill 2021-075 (Ferguson)

A special ordinance granting Conditional Use Permit No. 450 for the purpose of authorizing playing fields to operate within the HC, Highway Commercial District and Airport Overlay District No. 3 generally located at 6006 West State Highway 266 as a conditional use. (Staff and Planning and Zoning Commission recommend approval.)

Documents:

[2021-075.PDF](#)

21. Council Bill 2021-076 (Hosmer)

A special ordinance approving the mapping of the East West Arterial, generally located between US Highway 65 and Riverbluff Boulevard to Kissick Avenue, pursuant to Section 11.11 of the City Charter of the City of Springfield, Missouri, in order to preserve right-of-way for future public street improvements for an additional five years. (Staff and Planning and Zoning Commission recommend approval.)

Documents:

[2021-076.PDF](#)

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

23. Council Bill 2021-077 (Ollis)

A special ordinance authorizing the City Manager, or his designee, to utilize U.S. Department of Housing and Urban Development funds budgeted for the City of Springfield's Comprehensive Housing Assistance Program to supplement Coronavirus Aid, Relief, and Economic Security Act funds allocated for Affordable Housing Assistance by Special Ordinance 27336. (Staff recommends approval.)

Documents:

[2021-077.PDF](#)

24. Council Bill 2021-078 (McGull)

A special ordinance declaring the necessity of condemning right(s)-of-way for perpetual sidewalk and temporary construction easements over, under, and

through the properties herein described and located along East Division Street between National and Glenstone Avenues in the City of Springfield, Missouri, including 1310, 1320, 1324, and 1607 East Division Street, for the purpose of completing the Division Street Reconstruction Project, City Project #2017PW0036, funded through the 1/4-Cent Capital Improvement Sales Tax; and authorizing certain officers, or their designees, to do all things necessary to carry out the terms of this Ordinance.

Documents:

[2021-078.PDF](#)

25. Council Bill 2021-079 (Schilling)

A special ordinance repealing Special Ordinance 27456; approving the plans and specifications for the Fassnight Trail Improvements and Luster Avenue Sidewalk project; accepting the bid of Liming Concrete, LLC, in the amount of \$174,264 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

[2021-079.PDF](#)

26. Council Bill 2021-080 (Ferguson)

A special ordinance authorizing the City Manager, or his designee, to acknowledge and accept \$424,623 from the Greenfield Environmental Multistate Trust, LLC, for the purpose of repairing sewer infrastructure in the vicinity of the former Tronox/Kerr-McGee Wood Treatment Facility located at 2800 West High Street; and approving a budget adjustment amending the Fiscal Year 2020-2021 budget of the Department of Environmental Services Clean Water Fund in the amount of \$424,623.

Documents:

[2021-080.PDF](#)

27. Council Bill 2021-081 (Lear)

A general ordinance amending the Springfield City Code, Chapter 98, 'Streets, Sidewalks, and Public Places,' Article VII, 'Encroachments on City Property,' Section 98-323, 'Certain encroachments authorized by the director of public works—Procedures related thereto,' to waive application and permit fees for encroachment permits for temporary sidewalk cafés while restaurants are required to maintain physical distancing between patrons or restaurants are restricted from seating patrons at counters due to the 2019 novel coronavirus.

Documents:

[2021-081.PDF](#)

28. Council Bill 2021-082 (Ollis)

A general ordinance authorizing a variance to the Fuel Adjustment Factor for Under-recovery (Over-recovery) of Prior Fuel Cost Dollars (a/k/a "under-

recovery (over-recovery) of fuel costs"), each as described or defined in the Fuel Adjustment Clause (Electric Rates Sheet No. 10 of General Ordinance 6139), to be calculated by City Utilities of Springfield, Missouri.

Documents:

[2021-082.PDF](#)

29. Council Bill 2021-088 (McClure) Added On April 1, 2021

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

Documents:

[2021-088.PDF](#)

30. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

31. NEW BUSINESS.

32. UNFINISHED BUSINESS.

33. MISCELLANEOUS.

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

35. Council Bill 2021-083 (Schilling)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Ward Branch Subdivision, generally located at 851 West Farm Road 182, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

[2021-083.PDF](#)

36. Council Bill 2021-084 (Simpson)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Terragreen Condominium Plat Phase IV, generally located at 2305 South Blackman Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

Documents:

[2021-084.PDF](#)

37. Council Bill 2021-085 (Schilling)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Olive Corner, generally located at 519 West Olive Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

[2021-085.PDF](#)

38. CONSENT AGENDA – ONE READING BILLS. See Item #3.

39. Council Bill 2021-086 (Lear)

A resolution confirming the appointment of Jonathan Barratt to the Airport Plaza Community Improvement District Board of Directors.

Documents:

[2021-086.PDF](#)

40. Council Bill 2021-087 (McClure)

A resolution approving the appointments of Leslie Forrester, Derek Fraley, James Jeffries, and Maurice Moss to the Springfield Center City Development Corporation. (Staff recommends approval.)

Documents:

[2021-087.PDF](#)

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

42. BOARD CONFIRMATIONS.

Confirm the following reappointments to the Board of Equalization: Shana Mitchell and Courtney Pinkham-Martin with terms to expire April 1, 2026.

Confirm the following appointment to the Board of Public Utilities: Heather Ramsey with a term to expire December 1, 2023.

43. END OF CONSENT AGENDA.

44. 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.

March 22, 2021
Springfield, Missouri

The City Council met in regular session March 22, 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.

Minutes

The minutes of March 8, 2021 City Council meeting and March 9, 2021 and March 16, 2021 Special City Council meetings were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

City Manager Report

Jason Gage, City Manager, noted the City's sales tax revenues for March 2021 were up approximately 6.56% than budgeted. He further noted the March 2021 sales tax revenues were up approximately 5% more than last year's March 2020 revenues. Mr. Gage noted sales tax revenues are trending an average of approximately 3% over the past 12 months. He further noted the City's sales tax information is available on the City's website at www.springfieldmo.gov.

Mr. Gage noted a virtual industry meeting would be held about the Grant Avenue Parkway project on Thursday, April 1, 2021 at 10:00 a.m. immediately followed by a mixer for those with disadvantaged company business enterprises to discuss the design build construction method about the project for potential company submissions. He noted the City will be releasing the Request for Qualifications upon the completion of the virtual industry meeting. Mr. Gage added company businesses can register at <https://grantavenueparkway.com>.

Mr. Gage noted the City will be kicking-off a second round of public engagement activities regarding the Renew Jordan Creek Master Plan. Individuals can view additional information at www.renewjordancreek.com.

Mr. Gage noted the Public Works Department has begun repairing potholes on City streets. He further noted the Missouri Department of Transportation has also started repairing potholes on state roadways within the City, such as Glenstone and Kansas Expressway. Mr. Gage noted individuals can report potholes to the Citizens Resource Center at 864-1010, submit a request via the City's website at www.springfieldmo.gov, or may submit a photo to the City via a smartphone app "Go Springfield MO."

Mr. Gage noted the Public Information and Civic Engagement Office is working with several City departments and area organizations regarding a citywide clean-up initiative called Clean Green Springfield. He further noted individuals and organization groups may fill out a volunteer interest form at www.cleangreensgf.com.

Mr. Gage noted a moment of silence will be observed tomorrow morning during a press briefing at approximately 10:00 a.m. to remember the 426 local individuals who lost their lives due to the COVID-19 pandemic during the past year. He further noted tomorrow will mark the one-year anniversary of our first COVID-19 death in Greene County. Mr. Gage added the press briefing will be streamed live on the City's website, as well as on Facebook.

Mr. Gage noted the City has hired Danny Perches as the City's Development Project Facilitator effective March 29, 2021. He noted this position will be an extension of the City Manager's Office to regularly review the status of all development projects, work directly with developers, designer and contracts to move projects efficiently through the development review process and identify and recommend development process and other changes to the City's leadership.

Mr. Gage noted Mary Lilly Smith, Director of Planning and Development, recently announced her retirement after serving approximately 38 years of public service with the City. He further noted her last day in the office will be April 30, 2021. Mr. Gage expressed his appreciation for Ms. Smith's dedicated service to the City.

Mayor Pro Tem Ferguson noted a local organization recently conducted clean-up efforts on Kansas Expressway, and did a great job. She further noted this area is once again littered with trash and debris. Mayor Pro Tem Ferguson expressed her belief one of the reasons for the continued littering is trash trucks not being fully covered. She asked for clarification whether the local trash companies have been contacted for possible clean-up efforts and litter prevention for Clean Green Springfield. Mr. Gage answered affirmatively and noted part of the Clean Green Springfield efforts will include efforts to help reduce the amount of trash and refuse within the community. Mr. Gage expressed his belief it is important for the community to look nice and clean.

Councilman Schilling asked City staff to provide a progress report about the enforcement of excessively loud vehicles within the community in the future. Mr. Gage answered affirmatively and noted City staff would provide information for City Council's review.

Mayor McClure congratulated the Kickapoo Chief boys' basketball team for recently winning the Class 6 State Championship over Liberty.

Councilman Simpson, who attended Kickapoo, also congratulated the Kickapoo Chief boys' basketball team for their recent State Championship win.

Public Health Director Report

Katie Towns, Acting Springfield-Greene County Health Director, gave a COVID-19 updated. Ms. Towns noted efforts continue to move forward in the right direction to reduce COVID-19 within the community for the Road to Recovery. She further noted the City is currently meeting two of the three phased approach thresholds proposed within the Road to Recovery plan. Ms. Towns added the 7-day rolling case average is approximately 21. She further added approximately a week ago, the 7-day rolling case average was 29.

Ms. Towns noted there were 8 positive COVID-19 cases confirmed yesterday, which is the first single digit reporting day since approximately July 4, 2020. She further noted approximately 44 individuals are being treated at local hospitals for COVID-19. Ms. Towns added 18 of the approximately 44 individuals are Greene County residents.

Ms. Towns noted approximately 63,000 Greene County residents, or 26.4%, have received their first vaccine dosage. Additionally, 28,000 Greene County residents have received their two-dosage vaccine for immunization. Ms. Towns noted the Center for Disease Control recently released a report about the percentage of Missourians who will return to receive their second vaccine dosage, which was nearly 93% between the vaccination dates of December 14, 2020 - February 14, 2021. She expressed her belief many Greene County residents are proceeding with vaccination efforts as they are eligible.

Ms. Towns thanked the numerous community partners and organizations, such as the Jordan Valley Community Health Center, for their dedicated efforts in helping to immunize and protect individuals during the COVID-19 pandemic. She noted Phase 2 of the State's vaccine distribution plan will open on March 29, 2021 and Phase 3 will open on April 9, 2021.

Ms. Towns encouraged everyone to remain vigilant by wearing a mask over the mouth and nose, social distance when out in public, and to wash your hands even after being fully vaccinated. She noted the local Health Department staff and the Springfield Public School officials had worked with the Center for Disease Control officials about students and COVID-19. Ms. Towns further noted a nationwide report was recently released by the Center for Disease Control about the Springfield Public School conducting modified COVID-19 quarantining with students at school when a student who experienced a low-risk exposure and masking was being utilized within the classroom to help prevent possible exposure to others. She added the Center for Disease Control is recommending school students who are masked in the classroom can practice a 3 feet distance now as opposed to a 6 feet distance.

Ms. Towns expressed masking should continue to be utilized until there is assurance the COVID-19 variants do not create a widespread transmission of this disease. She further expressed the Health Department continues to monitor COVID-19, as well as the variant strains.

Ms. Towns noted tomorrow will mark the community's first death from COVID-19. She encouraged everyone to participate in tomorrow's day of remembrance during a news briefing at approximately 10:00 a.m., which will be livestreamed on the City's website and Facebook page, to remember all of the love ones who have passed away due to the COVID-19 pandemic and to remember their loved ones affected by this terrible disease.

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

The following bills appeared on the agenda under Second Reading.

**Rezoning at 1720 West
Grant Street**

Sponsor: Schilling. Council Bill 2021-053.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.37 acres of property generally located at 1720 West Grand Street from R-LD, Low-Density Multi-Family Residential District with Conditional Overlay District No. 178, to GR, General Retail District; establishing Conditional Overlay District No. 195; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: College of the Ozarks; 1720 West Grand Street; Z-1-2021 w/COD #195.)

Council Bill 2021-053. General Ordinance 6642 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

**Conditional Use Permit
No. 448 – 2420 East
Blaine Street**

Sponsor: McGull. Council Bill 2021-054.

A special ordinance granting Conditional Use Permit No. 448 for the purpose of authorizing an adaptive reuse of a nonresidential structure as a multi-family residential use with a Conditional Use Permit in a R-TH, Residential Townhouse District generally located at 2420 East Blaine Street as a conditional use. (Staff and Planning and Zoning Commission recommend approval.) (By: The Lackey Building, LLC; 2420 East Blaine Street; Conditional Use Permit 448.)

Council Bill 2021-054. Special Ordinance 27474 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

**Southwest Treatment
Plant
Lab/Administration
Building Improvements**

Sponsor: Schilling. Council Bill 2021-055.

A special ordinance approving the plans and specifications for the Southwest Treatment Plant Lab/Administration Building Improvements; accepting the base bid of Bales Construction Company, Inc., in the amount of \$575,800, plus a 10 percent contingency, for said project; authorizing the City Manager, or his designee, to enter into a contract with such bidder; and approving a budget adjustment to amend the Fiscal Year 2020-2021 Budget for the Department of Environmental Services in the amount of \$633,380 by appropriating reserves of the Clean Water Enterprise Fund.

Council Bill 2021-055. Special Ordinance 27475 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

**Agreement with Ozarks
Clean Water Company –
English Village**

Sponsor: Hosmer. Council Bill 2021-056.

A special ordinance authorizing the City Manager, or his designee, to enter into a Wastewater Service Contract and Mutual Aid Agreement with the Ozarks Clean Water Company for the purpose of continuing to provide contract wastewater service to the English Village mobile home park and approved, adjacent areas in Christian County.

Council Bill 2021-056. Special Ordinance 27476 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

**Wastewater Charges
and Rates**

Sponsor: Ollis. Council Bill 2021-057.

A general ordinance amending Chapter 120, 'Wastewater Regulations,' Article VI, 'Wastewater Charges and Rates,' Section 120-245, 'Rates of the Springfield City Code,' by establishing a new rate schedule that provides a volumetric or wholesale charge for applicable wastewater customers beginning July 1, 2021, which shall facilitate a new method of billing wastewater charges to Springfield's satellite communities and other potential wholesale customers.

Council Bill 2021-057. General Ordinance 6643 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

**Building Development
Services – Code
Compliance Officers**

Sponsor: Ferguson, Hosmer, McClure, and Simpson. Council Bill 2021-058.

A special ordinance amending the budget of the Department of Building Development Services for Fiscal Year 2020-2021 in the amount of \$150,000 to appropriate a portion of the Fiscal Year 2018-2020 carryover funds to provide the equivalent of three full-time additional code compliance officers to enhance proactive City Code enforcement.

Mayor Pro Tem Ferguson expressed her support for the proposed. She further expressed a more proactive approach is needed in addressing the City's code enforcement, such as nuisance violations, in the community versus a reactive approach based on citizen complaints. Mayor Pro Tem Ferguson expressed her belief individuals are scared to complain about code violations within Zone 1 due to the possibility of neighbor retaliation.

Councilman Ollis expressed his support for the proposed. He thanked Mayor Pro Tem Ferguson and Dwayne Shmel, Director of Building Development Services, for their efforts regarding the proposed. Councilman Ollis further expressed the

proposed should make a positive impact upon the neighborhoods in addressing nuisance violations within the community.

Council Bill 2021-058. Special Ordinance 27477 was approved by the following vote: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

**City Utilities – Variance
to the Unauthorized
Use Charge**

Sponsor: Lear. Council Bill 2021-059.

A general ordinance authorizing a variance to the unauthorized use charge for receiving overrun gas after notice and without prior approval, each as described or defined in the Curtailable Gas Service Rate (Gas Rates Sheet No. 3 of General Ordinance 6319), to be imposed by City Utilities of Springfield, Missouri.

Councilman Lear moved to amend Council Bill 2021-059 to by inserting the phrase “for each therm of overrun gas delivered to such customer in February 2021” after the word “therm” on line 25. Councilman Simpson seconded the motion.

Councilman Lear noted per Rhonda Lewsader, City Attorney, the proposed amendment is not substantive and is not required to be held over for two weeks for public comment.

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

Council Bill 2021-059 was amended. Amended General Ordinance 6644 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

**City Utilities – Variance
to the Recovery
Adjustment Factor**

Sponsor: Ollis. Council Bill 2021-060.

A general ordinance authorizing a variance to the Recovery Adjustment Factor for Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars, each as defined in the Purchased Gas Clause (Gas Rates Sheet No. 4 of General Ordinance 6319), to be calculated by City Utilities of Springfield, Missouri.

Councilman Lear commended City Utilities for their willingness to help spread the utility cost out over a longer period for customers. He also encouraged customers to consider utilizing City Utilities Level Pay Program to help even out utility costs each month.

Council Bill 2021-060. General Ordinance 6645 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 bill appeared on the agenda under Resolutions.

**Sequiota Park Title
Transfer and Expansion
to the Springfield-
Greene County Park
Board**

Sponsor: Simpson. Council Bill 2021-065.

A resolution authorizing the Mayor to execute a deed transferring title on all parcels of real property that are currently part of and will now be added to Sequiota Park from the City of Springfield to the City of Springfield, Missouri, by and through the Springfield-Greene County Park Board for expansion of Sequiota Park and transferring management and operation of these parcels to the Park Board.

Bob Belote, Director of Springfield-Greene County Parks, provided an overview of the proposed. Mr. Belote noted Sequiota Park, which was acquired in 1959, is one of the most popular and frequented historic park areas within the parks system. He further noted with the increasing patron demands, an expansion of the Sequiota Park would greatly benefit the local area, community, parks system, and the City. Mr. Belote added a presentation was given at the February 2, 2021 City Council Luncheon meeting, which provided a history of the Sequiota Park site, the issues that need addressed to improve this park area, and possible plans for future development and improvement this community park area. He noted Sequiota Park is currently 12.7 acres. Mr. Belote noted the proposed transfer of title is for 28.87 acres of property to the Springfield-Greene County Park Board, which is currently zoned for use as Green Space and Parks. He further noted by formally designating three city tracts as Park properties to expand Sequiota Park, better long-term planning for both park and trail amenities could be implemented and developed. Mr. Belote added the proposed is already being utilized for stormwater and park purposes. He noted the proposed is consistent with the 2018-2019 "Our Galloway" planning process for the corridor and has the unanimous support of the various City departments.

An opportunity was given for citizens to express their views.

Mary Kromrey spoke in support of the proposed. Ms. Kromrey noted she is the Executive Director of the Ozark Greenways. She expressed her belief the proposed will help provide an extension to the existing Galloway Creek Greenway Trail and future connections to other greenway trails, which will benefit the community.

Barry Gannaway spoke about his concerns regarding the proposed tract of property in question near East Lacuna Street and the existing Sequiota Park area. He expressed his belief the City was supposed to implement a water detention basin to help with flooding issues.

Mayor McClure asked for clarification regarding the proposed tract of property in question near East Lacuna Street and the existing Sequiota Park area. Mr. Belote noted the issue of stormwater would be one of the first components reviewed for consideration and possible implementation for the proposed.

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

Councilman Simpson expressed his support for the proposed. He further expressed his appreciation to Mr. Belote, the Springfield-Greene County Parks Department, the Park Board, and City staff for the proposed.

Councilman Ollis expressed his support for the proposed. He further expressed his excitement for the proposed Sequiota Park expansion for individuals to enjoy and benefit from the outdoors. Councilman Ollis expressed his appreciation to Mr. Belote, the Springfield-Greene County Parks Department, the Park Board, and City staff for the proposed. He also commended Councilman Simpson for his dedicated support for the Galloway area.

Council Bill 2021-065. Resolution 10564 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

Grant Avenue Parkway Corridor Plan

Sponsor: Schilling. Council Bill 2021-066.

A resolution adopting the Grant Avenue Parkway Corridor Plan as an element of the City's Comprehensive Plan. (Planning and Zoning Commission and staff recommend approval.)

Randall Whitman, Principal Planner, provided an overview of the proposed. Mr. Whitman noted a public hearing was held on the proposed at the Planning and Zoning Commission meeting held on March 11, 2021. He further noted at the January 11, 2021 City Council meeting, Resolution No. 10548 was approved regarding extending the existing administrative delay pertaining to the Grant Avenue Parkway area for an additional 180 days. Mr. Whitman noted the administrative delay is on track. He further noted the proposed adopts the Grant Avenue Parkway Corridor Plans as an element of the City's Comprehensive Plan. Mr. Whitman added in 2019, the City received an approximate \$21,000,000.00 federal Better Utilizing Investment to Leverage Development grant to design and build the Grant Avenue Parkway. He noted once completed, the Grant Avenue Parkway will create an off-street pedestrian and bicycle pathway along Grant Avenue between Sunshine Street and College Street.

Mr. Whitman noted the goal of the Grant Avenue Parkway Corridor Plan is to promote reinvestment and redevelopment that leverages the new Grant Avenue Parkway as an asset. He further noted the planning area pertaining to the Grant Avenue Parkway Corridor Plan is approximately 1.25 miles from College Street to Catalpa Street. Mr. Whitman added during the community engagement sessions, more than 2,000 individuals directly engaged and participated regarding the Grant Avenue Parkway Corridor Plan. He noted in coordination with the Forward SGF comprehensive planning effort, the Grant Avenue Parkway Corridor Plan incorporates the use of placetypes, which is an approach that focuses not just on the land use, but also on the design, functionality, and access to infrastructure. Mr. Whitman outlined the intent of the proposed is to provide recommendations and strategies to help encourage with the creation of unique places and individualized identity with an emphasis on new development being designed at a pedestrian-scale along the Grant Avenue Parkway area. He further outlined the proposed

also pays close attention to opportunities to capitalize and encourage both redevelopment and reinvestment that helps target a variety of housing types, neighborhood commercial and placemaking strategies.

Mr. Whitman outlined the proposed also includes several transportation recommendations to better connect the Grant Avenue Parkway area to neighborhoods, greenway trails, and to facilitate new development opportunities. He noted the proposed breaks the corridor down into six different subareas and establishes a framework for each subarea. He further noted the regulatory framework and recommended development strategies and regulations for each subarea are intended to capitalize on the unique character of the area and to accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment of the properties within those areas. He noted if the proposed is approved, the following two additional items would be brought to the Planning and Zoning Commission and City Council around June 2021: a Parkway Overlay Zoning District, which would establish the development code for the Grant Avenue Parkway Corridor; and Rezoning of parcels to Parkway Overlay Zoning District.

Councilman Schilling asked for clarification whether the City has conducted any past projects like the proposed for a comparison. Mary Lilly Smith, Planning and Development Director, expressed her belief the City has not conducted a project like the proposed with over a \$20,000,000.00 grant opportunity for a public infrastructure project in a residential neighborhood area in the past.

Brandon Nolin, a consultant from Houseal Lavigne, was also available to address any questions from the City Council. There were no questions posed by the City Council for Mr. Nolin.

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

Councilman Ollis expressed his support for the proposed. He further expressed his excitement for the Grant Avenue Parkway Corridor Plan to help better benefit the community by possibly providing economic development opportunities. Councilman Ollis expressed his appreciation to Mr. Whitman, City staff, Houseal Lavigne, and the community for the proposed.

Councilman Lear expressed his support for the proposed. He further expressed his belief the proposed will help transform and better the community.

Mayor Pro Tem Ferguson expressed her support for the proposed. She expressed her appreciation to City staff, Houseal Lavigne, and the community for the proposed, which is within Zone 1. Mayor Pro Tem Ferguson further expressed she would also like Commercial Street and the Ozarks Empire Fairgrounds to also be considerations for future planning opportunities like the proposed.

Mayor McClure expressed his support for the proposed. He further expressed his opinion there are many opportunities to possibly extend the economic vitality

corridor in the future, such as towards the Commercial Street area. Mayor McClure thanked everyone for their participation for the proposed.

Council Bill 2021-066. Resolution 10565 was approved by the following vote: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

“Next Steps on the Road to Recovery” – COVID-19

Sponsor: McClure, Hosmer, and Simpson. Council Bill 2021-067.

A resolution affirming City Council’s intent to use the three key indicators set forth in the “Next Steps on the Road to Recovery” memo from the Springfield-Greene County Health Department to determine when to step down or out of the City’s COVID-19 public health and safety regulations.

Katie Towns, Acting Springfield-Greene County Health Director, provided an overview of the proposed. Ms. Towns noted a presentation entitled Continuing the Road to Recovery was conducted at the March 9, 2021 City Council Luncheon meeting. She further noted three key indicators were outlined during the presentation; the 7-day average case count, hospitalizations due to COVID-19, and the percent of the eligible population in Greene County that has been fully vaccinated. Ms. Towns noted these three key indicators will help guide the City in a safe approach to stepping out of the public health and safety regulations that have protected our community during the COVID-19 pandemic. She noted the three key indicators will help provide guidance for the Health Department with future recommendations about what public health and safety regulations are needed at a given time. Ms. Towns added the local medical community, such as Cox Health and Mercy Hospital, helped provide input regarding the three key indicators with the Health Department. She noted the evaluation period will be 28-days for two full incubation periods of the virus to occur when considering for moving into the next step of the Road to Recovery.

Ms. Towns further noted by allowing two incubation periods to pass before making changes to the ordinance will increase confidence in sustained trends, protect against short-term variances, and give the community time to anticipate how ordinances will change. She outlined moving from red, to yellow, to green will be a stepwise approach with a goal that all three indicators be met to move closer towards the end of the Road to Recovery. Ms. Towns noted a copy of a memo dated March 5, 2021 from the Health Department is attached as Exhibit A for the proposed, which outlines the next steps on the road to recovery. She further noted data information will be the ultimate factor in moving towards a new phase, and progress is being made on individuals being vaccinated within the community. Ms. Towns reiterated approximately 28,000 Greene County residents or approximately 11% have received their two-dosage vaccine for immunization. She expressed her belief it is important to be optimistic about the road to recovery, while still proceeding cautiously with health and safety being a focus. Ms. Towns noted masking is still a significant tool to utilize during the COVID-19 pandemic, as well as social distancing in public and hand washing.

Mayor Pro Tem Ferguson recused herself regarding Council Bill 2021-067.

Councilman Ollis expressed his support for the proposed. He further expressed his appreciation to Ms. Towns, the Health Department, and the community for their dedicated support during the COVID-19 pandemic. Councilman Ollis asked for clarification whether there would be a possibility for the City to potentially consider going into the phase yellow at the upcoming April 5, 2021 City Council meeting. Ms. Towns reiterated two of the three indicators are currently being met. She further noted there could be a possibility of proceeding to a yellow phase could be a consideration at the April 5, 2021 City Council meeting dependent upon the data information received about vaccination counts. Ms. Towns noted the Health Department staff will be closely monitoring the three indicators for possibly moving towards a new phase in the road to recovery, especially due to the COVID-19 variants occurring within the United States. Councilman Ollis asked for clarification whether the yellow phase would remove the COVID-19 occupancy requirements from local businesses. Ms. Towns noted the yellow phase would remove most occupancy restrictions from local businesses, but masking would still be required, and physical distancing would be recommended.

Councilman Hosmer asked for clarification regarding the order to proceed from red to the yellow phases relating to the case counts. Ms. Towns noted to progress from red to the yellow phase, the 7-day average case count will need to be below 40 cases per day for a 28-day period. She further noted a 7-day average is utilized to account for inconsistent reporting days due to testing and when cases are reported to the state. Ms. Towns noted as it stands two of the three indicators are currently being met for the date of March 24, 2021. Councilman Hosmer asked for clarification regarding the vaccination percentage rate needed to proceed from red to the yellow phase.

Ms. Towns reiterated approximately 28,000 Greene County residents or approximately 11% have received their two-dosage vaccine for immunization. She further noted the percentage needed of residents vaccinated for the yellow phase is 25%. Ms. Towns added vaccinations have been slowly being previously released, but are now becoming more readily available for immunizing eligible individuals. Councilman Hosmer asked for clarification whether the Health Department receives data information if Greene County residents receive their vaccinations from other counties within the state. Ms. Towns answered affirmatively and noted the state has some lag time in providing data information back to the counties for resident immunization rates. Councilman Hosmer asked for clarification whether the phases would revert if the three indicators worsen. Ms. Towns noted if after progressing to the next phase and any of the three indicators worsen, before regressing to one of the previous categories, the Health Department currently recommends conducting an exploration into the reasons behind the change and would present findings to City Council before stepping back into additional restrictions. She further noted in evaluating both hospitalizations and vaccinations, if the data do not meet the threshold indicators, additional exploration into the data and partnership with healthcare professionals would occur. Ms. Towns added based on information found, the Health Department would make recommendations to City Council.

Mayor McClure expressed his support for the proposed. He further expressed he is cautiously optimistic towards the road to recovery.

Councilman Simpson expressed his support for the proposed. He further expressed the proposed has clear data matrix in place to move from one phase to another, but still serves as a guide for health and safety for the community. Councilman Simpson also expressed his appreciation to Ms. Towns, Health Department staff, 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.

Council Bill 2021-067. Resolution 10566 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: Ferguson. Abstain: None.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

The follow bill appeared on the agenda under Grants.

Grants for Springfield- Branson National Airport

Sponsor: Fisk. Council Bill 2021-068.

A special ordinance authorizing the City Manager, or his designee, to apply for and accept two grants from the United States Department of Transportation, Federal Aviation Administration, as part of the Coronavirus Response and Relief Supplemental Appropriations Act, to the City, by and through the Springfield-Branson National Airport Board in an amount of \$3,861,521, for the purpose of providing funds for the Springfield-Branson National Airport Board to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency; amending the budget of the Airport Board for Fiscal Year 2020-2021 in the amount of \$3,861,521; and declaring that this bill qualifies for approval in one reading.

Brian Weiler, Director of Springfield-Branson National Airport, provided an overview of the proposed. Mr. Weiler noted the objective of the proposed is to help assist the Airport in enduring the economic impact from the COVID-19 pandemic. He further noted the proposed will help provide supplementing debt service on the Airport's terminal building and employee salaries during this time, as well as provide some relief to the Airport's tenant concessionaires. Mr. Weiler noted the Airport received a similar grant last May 2020 from the United States Department of Transportation, Federal Aviation Administration for COVID-19 pandemic relief. He expressed his belief there are positive and encouraging signs of recovery for the travel industry. Mr. Weiler noted the Airport currently has 12 destinations for airport travel, which is the same before the COVID-19 pandemic occurred. He noted in May 2021, Allegiant Air will be going to Houston, which will make 13 destinations from the Airport. Mr. Weiler noted the Airport Board

reviewed and approved the proposed and recommends the City Council accept these grants.

Mayor McClure expressed his appreciation to Mr. Weiler for managing the Airport during the COVID-19 pandemic.

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

Council Bill 2021-068. Resolution 27478 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

AMENDED BILLS

COUNCIL BILLS FOR PUBLIC HEARING

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

Purchase of Land Located at 404 North Jefferson Avenue – Jordan Valley Concept Plan

Sponsor: Ferguson. Council Bill 2021-069.

A special ordinance authorizing the City Manager, or his designee, to enter into a contract for the purchase of land located at 404 North Jefferson Avenue, for the purpose of continuing the Jordan Valley Concept Plan for daylighting Jordan Creek; to execute all necessary documents in support thereof; and amending the budget for the Department of Public Works for Fiscal Year 2020-2021 in the amount of \$1,465,000. (Planning and Zoning Commission approved this Request to Acquire, and staff recommends approval).

Chris Dunnaway, Principal Engineer, provided an overview of the proposed. Mr. Dunnaway noted the proposed is approximately 3.44 acres and was the Meeks Lumber Distribution Center. He further noted the property in question is essential for fulfilling the vision as part of the Jordan Valley Concept Plan for daylighting Jordan Creek and restoring it to a naturalized meandering stream with adjacent open space, wetlands, and a greenway trail. Mr. Dunnaway noted the proposed is within the Federal Emergency Management Agency's flood plain map area. He outlined the proposed is important to the City for purchase because it has been identified in the Jordan Valley Park Concept Plan, Railroad Configuration Study, and in the Renew Jordan Creek Vision. Mr. Dunnaway noted the sources of funding would be the 1/4-cent sales tax fund balance reserves and grant funding opportunities. He further noted City staff is coordinating with the Missouri Department of Natural Resources to determine if the State's Revolving Loan program could be utilized to bond these future improvements. Mr. Dunnaway noted the proposed will expand on the current Renew Jordan Creek Phase I project between Main Avenue and Boonville Avenue to help reduce flooding through downtown, improve water quality and habitat in the Jordan Creek, and enhance redevelopment. He further noted the proposed will help make the community a desirable, competitive, and economically vibrant place to live, which include City Council's priorities for economic vitality, quality

of place, public safety, and fiscal sustainability and accountability. Mr. Dunnaway commended the efforts of City staff members from Public Works, Environmental Services, Planning and Development, and the Law Department for the proposed.

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

2021 Supplemental Overflow Control Plan

Sponsor: Ollis. Council Bill 2021-070.

A special ordinance approving the proposed 2021 Supplemental Overflow Control Plan to comply with the Amended Consent Judgment; authorizing the City Manager to submit the proposed Supplemental Overflow Control Plan to the Missouri Department of Natural Resources for approval; and authorizing the City Manager to work with the Missouri Department of Natural Resources and the Missouri Attorney General's office to jointly file a motion with the Greene County Circuit Court to obtain court approval of the 2nd Amended Consent Judgment and 2021 Supplemental Overflow Control Plan.

Errin Kemper, Director of Environmental Services, provided an overview of the proposed. Mr. Kemper outlined the history regarding the proposed. He noted in 1995, the City entered a Consent Judgement with the Missouri Department of Natural Resources pursuant to the Clean Water Act to expend funds toward improvement of the infrastructure, maintenance, and capacity of the sanitary sewer collection and treatment facilities. Mr. Kemper further noted in 2012, the City negotiated an Amended Consent Judgement with the Missouri Department of Natural Resources for the next phase of work necessary to comply with federal and state mandates to further minimize sanitary sewer overflows. He added the Amended Consent Judgement had two main parts: an Early Action Plan, which included \$50,000,000 in investments over seven years and was completed in or around 2018; and a Long-Term Overflow Control Plan, which was approved by City Council and filed with the Greene County Circuit Court on May 1, 2015. Mr. Kemper noted the Overflow Control Plan committed to invest \$200,000,000 over a 10-year period with \$75,000,000 occurring during a Foundation Projects Phase between 2015 and 2020 and \$125,000,000 occurring during an Advanced Action Plan phase between 2021 and 2025. He added since the Overflow Control Plan was not expected to be sufficient to meet all the goals of the Amended Consent Judgement, the Overflow Control Plan also included a requirement for reevaluation and submittal of an updated plan by July, 2025 for Phase 3 improvements for the period beyond 2025.

Mr. Kemper noted the water quality of Wilsons Creek, which is near the Southwest Wastewater Treatment Plant, has been significantly improved from the City's updated improvements in wastewater treatment. Mr. Kemper added the proposed would allow the City to extend the current compliance schedule to make sound investments in the sewer system by utilizing adaptive management, while improving the issue of water quality. He further added the proposed also helps keep sewer rates affordable for citizens. Mr. Kemper noted City staff is proposing to modify the Overflow Control Program Advanced Action Plan Phase with a Supplemental Overflow Control Plan that will establish the remaining level of

investment at \$300,000,000 and extend the compliance schedule with a reevaluation date of 2035. He further added the new \$300,000,000 investment commitment replaces the remaining \$125,000,000 of investment required by the Overflow Control Program for 2021-2025 over the 15-year period for a net increase in investment commitment of \$175,000,000 and adds ten years to the compliance schedule. Mr. Kemper noted the impact on ratepayers regarding the proposed would be roughly a 2.5% annual rate increase would be anticipated for the life of the modification. He further noted the proposed adds predictability and stability to the City's sewer rates for the next 15 years, while the City works on its regulatory requirements.

Mayor McClure asked for clarification whether City staff has met with the Missouri Department of Natural Resources and Missouri Attorney General's Office about the proposed. Mr. Kemper answered affirmatively.

Councilman Hosmer asked for clarification regarding the proposed 2nd Amended Consent Judgement. Mr. Kemper noted the proposed 2nd Amended Consent Judgement would replace the current Amended Consent Judgment. He further noted the proposed would implement state and federally mandated upgrades, rehabilitation, and enhancement of the City's wastewater collection and treatment systems to further minimize capacity-related sewer overflows, which occur in response to heavy rain falls. Mr. Kemper added City staff has made major infrastructure improvements within the last five years, while obtaining better information and insight about the City's overall infrastructure system. He expressed he is confident City staff will continue to make major improvements to the City's infrastructure system by or near 2025, which may help possibly remove the amended consent decree in the future. Councilman Hosmer asked for clarification regarding the City's Infiltration and Inflow Program locations. Mr. Kemper noted City staff targets area locations based upon the infiltration and inflow within the City's sanitary sewer collection system and treatment plants to help prevent sewer overflow and backups. He further noted the City's Infiltration and Inflow Program has been successful at helping reduce sewer overflow and backups. Mr. Kemper added City staff would continue to work on preventing infiltration and inflow within the City's sanitary sewer collection system to help prevent sewer overflow and backups within the community. He noted the City has an aging infrastructure system, which is why a major investment is needed. Councilman Hosmer commended the City's Environmental Services Department for their dedicated efforts and service to the community.

Mayor Pro Tem Ferguson asked for clarification whether the pipe renewal project for the City's infrastructure system would be completed within the next 15 years. Mr. Kemper noted City staff conducted a marginal cost analysis to help provide the optimal level of investment needed regarding the pipe renewal for the City's infrastructure system. He added not all the piping needs to be replaced within the City's infrastructure system, but there are numerous clay pipes that need replacement. Mr. Kemper expressed City staff believes if 63% of the clay pipes are replaced, additional investment yields a less than optimal rate of return. He added as the pipes are replaced, City staff will have a better understanding on the amount of time it will take regarding the pipe renewal project. Mayor Pro Tem

Ferguson asked for clarification regarding the percentage of pipes currently replaced regarding the City's infrastructure system. Mr. Kemper noted roughly 23% of the pipes within the City's infrastructure have been replaced. He further noted there is currently a vendor contract for pipe lining being conducted, so when this has been finalized, approximately 40% of the pipes within the City's infrastructure would be complete.

Mayor Pro Tem Ferguson asked for clarification regarding the City's Green Infrastructure plan. Mr. Kemper noted the Clean Water Act requirements is a driving force regarding the City's Green Infrastructure plan. He further noted the components of the Green Infrastructure plan will include projects, programmatic components, and pollutant trading opportunities to improve the water quality of our lakes, streams, and rivers. Mr. Kemper added by incorporating green components, it will help save monies for the City and community in the long-term. Mayor Pro Tem Ferguson thanked Mr. Kemper and the Environmental Services Department for their dedicated service to the community.

Councilman Schilling asked for clarification whether there is a household and commercial pretreatment system available for use to help save the impacts upon the City's sanitary sewer system. Mr. Kemper expressed his belief he has heard some speculation but does not know of a particular household pretreatment viably designed currently for individual implementation. He noted septic tanks for holding sanitary waste would be a similar comparison, but septic tank systems must be replaced and updated due to failures. Mr. Kemper noted the City is trying to get most households within the City access to the City's sanitary sewer system to help protect the environment. He further noted the City's sanitary sewer system is an asset to the community and environment.

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

**2021 Community
Development Block
Grant and HOME
Investment Partnership
Program Funds**

Sponsor: McGull. Council Bill 2021-071.

A special ordinance authorizing the City Manager, or his designee, to apply to the United States Department of Housing and Urban Development for Federal Fiscal Year 2021 Community Development Block Grant and HOME Investment Partnership Program funds under the Consolidated Plan, to accept Community Development Block Grant and HOME Investment Partnership Program funds, to enter into any necessary agreements to carry out the grants, and to exercise any and all powers necessary to implement selected projects; selecting projects for funding for the City of Springfield Fiscal Year 2021-2022; reaffirming the Community Development Objectives and Priorities; and declaring that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25). (City Council is not expected to vote on this Ordinance after the first reading on March 22, 2021.)

Bob Jones, Grants Administrator, provided an overview of the proposed. Mr. Jones noted the City is applying for \$1,627,327 in Community Development Block Grant funds and \$1,050,047 in HOME funds for the next fiscal year beginning

July 1, 2021. He further noted to meet Housing and Urban Development deadlines, the proposed must be adopted by April 26, 2021 to allow public review and comment prior to submission of the application to the Housing and Urban Development. Mr. Jones added currently, the City is in year one of the Consolidated Plan, which is a five-year plan.

Mr. Jones noted the Community Development Block Grant proposals from applicants were received and a joint public hearing was held on January 12, 2021 with the City Council and Citizens Advisory Committee for Community Development. Mr. Jones further noted City staff rated approximately 13 project application requests per meeting objectives and priorities of the City Council and the federal Community Development Block Grant requirements. He added the Citizens' Advisory Committee for Community Development held a meeting on January 26, 2021 to review, discuss, and consider City staff's assessment and recommendations. Mr. Jones noted 2 of the applicant requests were not public service requests, so they did not meet the specific criteria for ranking.

Mayor McClure thanked Mr. Jones and City staff for their work regarding the proposed.

Councilman Hosmer asked for clarification whether HOME funds could be utilized for new housing construction projects. Mr. Jones answered affirmatively and noted many of the developers who apply for HOME funds prefer to build new housing construction projects versus rehabilitation housing projects. He noted developers who utilize HOME funds are required to keep their construction housing projects affordable for at least 20 years.

Councilman Hosmer asked for clarification whether the \$737,000 for HOME funds pertaining to rental housing and down payment assistance would be utilized for infill and new construction housing projects for affordable housing. Mr. Jones answered affirmatively.

Councilman Hosmer expressed his belief there should be measures for obtaining data information about energy conservation for new housing construction projects within the community. He further expressed a cost benefit analysis for gathering data about energy conservation, such as one home constructed with the City's basic code requirements versus a home constructed with additional energy conservation codes simultaneously, would be beneficial to help provide City Council and City staff obtain valuable information about the issue of energy efficiency. He added this may also help possibly provide information for helping individuals with utility cost savings. Jason Gage, City Manager, noted City staff would review this possibility and would provide additional information to the City Council. He further added there may be variables that may be difficult to isolate for a comparable analysis to be conducted. Mr. Jones noted constructions costs for new housing materials have significantly increased within the last 12 months. He reiterated City staff would review this request and would provide additional information to the City Council.

An opportunity was given for citizens to express their views.

Trish Hubbell spoke in support of the proposed. Ms. Hubbell noted she is the Chairwoman of the Citizens Advisory Committee for Community Development. She further noted the Citizens Advisory Committee for Community Development would like to recommend a risk identifier be added to the scoring objectives for reviewing and ranking future project proposals. Ms. Hubbell added the Citizens Advisory Committee for Community Development would also like the scoring free from any bias, such as organizations based upon religion. She expressed her belief more diversification is needed, so new projects may be submitted versus the same project requests every year. Ms. Hubbell noted the Citizens Advisory Committee for Community Development would be asking the City Council to consider a possible resolution for possible changes and updates to the City's Community Development Block Grant Program in the future.

Mayor McClure thanked Ms. Hubbell and the Citizens Advisory Committee for Community Development for the proposed and their dedicated service to the community.

Councilman Schilling noted he had difficulty in hearing Ms. Hubbell's comments due to the audio system. He asked for clarification whether she would be able to provide her comments in writing to the City Council. Johnathan Saunders, Assistant City Clerk, noted he would contact Ms. Hubbell to request a written statement if available.

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

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Elena Kunevich addressed the issue of harassment. Ms. Kunevich expressed her belief she is being harassed and discriminated against at her apartment complex for the past several months. She expressed her frustration with apartment management and the Police Department for not taking actions to prevent the discrimination and harassment. Ms. Kunevich further expressed her opinion mental evaluations need to be implemented and conducted on individuals who harass and discriminate against others within the community. She also expressed her belief a street should be named after Police Officer Christopher Walsh, who died in the line of duty nearly one year ago.

Lisa Meeks addressed the issue of masking. Ms. Meeks expressed her opinion the City Council does not appear to take her previously presented statements and analysis as fact. She further expressed her belief the masking mandate is unjust. Ms. Meeks expressed her belief the City Council should not be extending the masking mandate, because masking does not work as a preventative tool in preventing COVID-19.

Heather Dietz did not appear to address City Council.

Gerald Keim addressed the issue of COVID-19. He noted during tonight's meeting 426 individuals within Greene County have died due to COVID-19

within the past year. He expressed his belief this does not constitute a civil emergency within the community. Mr. Keim further expressed his belief numerous individuals have also been committing suicide as well as other numerous mental health issues and abusive situations that individuals have been experiencing within the past year due to the COVID-19 pandemic. He expressed his opinion these individuals are not being memorialized and being discussed by City staff or City Council. Mr. Keim encouraged everyone to vote at the upcoming April 6, 2021 election.

NEW BUSINESS

The Public Involvement Committee recommends the following reappointments to the Board of Equalization: Shana Mitchell and Courtney Pinkham-Martin with terms to expire April 1, 2026.

The Committee of the Whole recommends the following appointment to the Board of Public Utilities: Heather Ramsey with a term to expire December 1, 2023.

Councilman McGull expressed his belief with the new federal stimulus bill, the Plans and Policies Committee and City staff should possibly meet in the future to discuss how these monies should be potentially utilized to benefit the community. Jason Gage, City Manager, noted City staff and Greene County staff are reviewing this issue, and would provide City Council with additional information for their review. He further noted City staff is awaiting further guidelines from the Department of the Treasury.

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA FIRST READING BILLS

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

Appointment to the College Station Community Improvement District Board of Directors

Sponsor: Lear. Council Bill 2021-072.

A resolution confirming the appointment of Thomas Spitzley to the College Station Community Improvement District Board of Directors. (Staff recommends approval.)

Council Bill 2021-072. Resolution 10567 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

CONSENT AGENDA SECOND READING BILLS

The Public Involvement Committee confirms the following reappointment to the Personnel Board: Erica Cook with term to expire March 1, 2024.

The Public Involvement Committee confirms the following appointment to the Planning and Zoning Commission: Chris Lebeck with term to expire January 1, 2025.

The City Manager confirms the following reappointment to the Building Trades Examination & Certification Board: Greg Lewis with term to expire December 1, 2022.

END OF CONSENT AGENDA.

Motion to Adjourn

Councilman Simpson moved to Adjourn. Councilman McGull seconded the motion, and it was approved by the following vote. Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Ollis, and McClure. Nays: Hosmer. Absent. Abstain: None. The meeting adjourned at approximately 8:55 p.m.

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

March 16, 2021
Springfield, Missouri

The City Council met in special session March 16, 2021 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

Roll Call

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

Closed Session

Councilman Simpson moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

Councilman Schilling seconded the motion, and it was approved by the following vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

Prepared by
Johnathan Saunders

Anita J. Cotter, CMC/MRCC
City Clerk

March 30, 2021
Springfield, Missouri

The City Council met in special session March 30, 2021 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

Roll Call

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

New Business

Jason Gage, City Manager, reviewed the upcoming April 5, 2021 Council Meeting agenda items.

Councilman Hosmer expressed his belief Council Bill 2021-044 should remain tabled until City Council receives additional information from the Police Department pertaining to the issue of technology, which will be addressed at a future City Council luncheon in April 2021. He further expressed he will be making a motion for tabling Council Bill 2021-044 at the upcoming April 5, 2021 Council meeting.

Mr. Gage noted a special luncheon meeting will be scheduled this Thursday, April 1, 2021 at 12:00 p.m. regarding a report from Springfield-Greene County Health Department and discussion of placing a possible COVID-19 regulations ordinance on an upcoming Council Meeting Agenda.

Closed Session

Councilman Simpson moved City Council hold a closed meeting to discuss hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded pursuant to Section 610.021(3) RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

Councilman Lear seconded the motion, and it was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: Ferguson. Abstain: None.

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrngs. _____
Pgs. 67
Filed: 02-16-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 044

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a contract with
2 ShotSpotter Inc., for the implementation of the ShotSpotter
3 Respond gunfire detection system.
4 _____

5
6 WHEREAS, statistics show that gunfire incidents are underreported nationally
7 and locally; and
8

9 WHEREAS, ShotSpotter Respond is a gunfire detection system that provides
10 instant notification to law enforcement of active gunfire situations; and
11

12 WHEREAS, faster notification of active gunfire situations will allow the Springfield
13 Police Department to more quickly and efficiently respond to potentially dangerous
14 situations.
15

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

19 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
20 a contract with ShotSpotter, Inc., for the purpose of implementing the ShotSpotter
21 Respond system within the City; said contract to be substantially in form and content as
22 that document attached hereto and incorporated herein by reference as “Exhibit A.”
23

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

27 Passed at meeting: _____
28

29 _____
30 Mayor
31

32 Attest: _____, City Clerk
33

34 Filed as Ordinance: _____

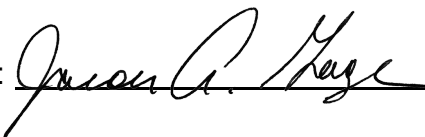
35

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37 Approved as to form: , Assistant City Attorney

38

39

40 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021 -044

FILED: 02-16-21

ORIGINATING DEPARTMENT: Police

PURPOSE: Authorizing the City Manager, or his designee, to enter into a contract with ShotSpotter, Inc., to implement the ShotSpotter Respond gunshot detection program.

BACKGROUND INFORMATION:

While Springfield has experienced an increasing number of police calls related to gunshots being heard, research data shows that gunfire incidents are underreported to law enforcement nationwide. ShotSpotter Respond is a system designed to identify, locate, and track active gunfire incidents to allow for rapid response by law enforcement. Under this proposal ShotSpotter would deploy a network of sound sensors covering a total of three-square miles within the City. The sound sensors are monitored by software to detect the sound of gunfire and filter out sounds which could be mistaken for gunfire, such as fireworks. When the software detects suspected gunfire, the audio is instantly reviewed by acoustic experts to determine if an alert to law enforcement is appropriate. The entire review process typically occurs in under one minute. The use of this system will provide police officers with immediate and accurate information, resulting in more effective and efficient police response to gunfire incidents.

REMARKS: The initial three-year term of this agreement will require no additional allocation of funds but will be funded by a transfer of funds within the Police Department budget. The success of the program will be evaluated over the three-year term through regular reporting and analysis of the data provided.

Submitted by:



Paul F. Williams, Chief of Police

Approved by:


Jason Gage, City Manager

RESPOND SERVICES AGREEMENT



ShotSpotter, Inc.
7979 Gateway Blvd., Suite 210
Newark, California 94560
+1.888.274.6877
info@shotspotter.com
www.shotspotter.com

Contents

1.	EXHIBITS.....	1
2.	DEFINITIONS.....	1
3.	SUBSCRIPTION SERVICES.....	2
4.	INITIAL TERM AND RENEWAL.....	4
5.	LICENSE, OWNERSHIP, AND DATA RIGHTS.....	4
6.	CONFIDENTIALITY AND PROPRIETARY RIGHTS	7
7.	LIMITED WARRANTIES	9
8.	CUSTOMER OBLIGATIONS.	10
9.	INTELLECTUAL PROPERTY INFRINGEMENT	11
10.	INDEMNIFICATION AND LIMITATION OF LIABILITY	12
11.	DEFAULT AND TERMINATION; REMEDIES	12
12.	TAXES	13
13.	NOTICES.....	13
14.	FORCE MAJEURE	13
15.	ENTIRE AGREEMENT	13
16.	GOVERNING LAW	14
17.	NO WAIVER	14
18.	SEVERABILITY	14
19.	DISPUTE RESOLUTION.....	14
20.	ASSIGNMENT	14
21.	GENERAL PROVISIONS	15
	EXHIBIT A – SHOTSPOTTER PROPOSAL.....	16
	EXHIBIT B – SERVICE LEVEL AGREEMENT	17

This ShotSpotter® Respond™ Services Agreement (this “Agreement”) is entered into by and between ShotSpotter, Inc. (referred to herein as “ShotSpotter”), with offices located at 7979 Gateway Blvd., Suite 210, Newark, CA 94560 and the City of Springfield, MO (hereinafter referred to as “Customer”), with offices located at 840 Boonville Avenue, Springfield, MO 65802, effective as of the last date of signature herein. ShotSpotter and Customer may also be referred to in this Agreement individually as a “Party” or collectively as the “Parties”.

This Agreement and its exhibits define the deliverables, implementation, and subscription services for ShotSpotter’s gunshot location system (“ShotSpotter® Respond™ Gunshot Detection, Location, and Forensic Analysis Service”) to be provided under this Agreement.

In consideration of the Parties’ mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. EXHIBITS

The following exhibits (“Exhibits”) are attached to, and incorporated in this Agreement:

- A. ShotSpotter Proposal ID #SPRINGMO012521
- B. Service Level Agreement

2. DEFINITIONS

All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

- A. Insight means the internet portal to which Customer will have access to Reviewed Alerts.
- B. Confidential Information means that information designated by either Party as confidential or proprietary as further defined in Section 6 of this Agreement.
- C. Coverage Area means the area in square miles covered by the Services as set forth in Exhibit A and any subsequent amendments thereto.
- D. Data means all data created, generated, modified, compiled, stored, kept, or displayed by ShotSpotter in performance of the Subscription Services, including the Software.
- E. Reviewed Alerts means the data reviewed by ShotSpotter’s incident review staff related to gunfire incidents detected by the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service.
- F. ShotSpotter Respond System means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service provided on a subscription basis under this Agreement.
- G. Software means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service, Reviewed Alerts, ShotSpotter Respond™, and ShotSpotter Dispatch™ and ShotSpotter® Insight applications to which Customer will have access under this Agreement on a subscription basis. The term Software shall also mean any new applications supplemental to the Subscription Services provided by ShotSpotter to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the ShotSpotter API Subscription License.

- H. Subscription Services means the services provided to Customer on a subscription basis to access, and ShotSpotter's maintenance of, the Software.
- I. System means collectively the Software and Subscription Services provided under this Agreement.

3. SUBSCRIPTION SERVICES

- A. ShotSpotter will install the ShotSpotter Respond System in the Coverage Area specified in Exhibit A attached to this Agreement. ShotSpotter will host the Subscription Services and may update the functionality and Software of the Subscription Services from time to time at its sole discretion and in accordance with this Agreement.
- B. ShotSpotter will be responsible for determining the location(s) for installation of acoustic sensor(s) (the "Sensors") that detect gunshot-like sounds, and obtaining permission from the premises owner/property manager/lessee.
- C. The ShotSpotter Respond System acoustic Sensor may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications channel from each Sensor to the ShotSpotter hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless, or wireless cellular communications may impact the ability of ShotSpotter to provide the Subscription Services. In such circumstances ShotSpotter will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event ShotSpotter is unable to do so, ShotSpotter will terminate the Subscription Services and refund a pro-rata portion of the annual Subscription Services fee to Customer.
- D. ShotSpotter will provide Customer with user documentation, online help, online training presentation, and online training sessions (as available).
- E. ShotSpotter will provide reasonable efforts to respond via email to requests for support relating to incident classification within eight (8) hours of the request.
- F. During the term of this Agreement, ShotSpotter will provide real-time gunfire analysis and alert services. After an explosive (or impulsive) sound triggers enough ShotSpotter Sensors that an incident is detected and located, audio from the incident is sent to the ShotSpotter Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a ShotSpotter professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent directly to the Customer's dispatch center, PSAP, mobile/patrol officers, and any other relevant safety or security personnel, as determined by the Customer. ShotSpotter's IRC will review gunfire incidents as further defined in Exhibit B.
- G. The Subscription Services provided under this Agreement shall consist of (i) providing access to the Customer of Reviewed Alerts delivered via the Insight password-protected internet portal and user interface supplied by ShotSpotter; (ii) providing Customer access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in this Agreement and its Exhibits.
- H. ShotSpotter will use commercially reasonable efforts to respond to support requests within twenty-four (24) hours of receipt of the request during the period of 8 am to 5 pm Monday through Friday.

A ShotSpotter email support specialist will be responsible for receiving Customer reports of missed incidents, or errors in the Subscription Services, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then ShotSpotter will use commercially reasonable efforts to restore functionality of the Subscription Services in accordance with the standard ShotSpotter user documentation provided with the Subscription Services within seventy-two (72) hours of receipt of the report.

I. FORENSIC REPORTS.

- i. Investigative Lead Summary ("ILS"). ShotSpotter provides an on-demand report available through the ShotSpotter Respond Application. The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop ShotSpotter Respond application (machine-generated). The ILS is not a court-admissible document.
- ii. Detailed Forensic Report ("DFR"). If requested by Customer, ShotSpotter will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts. The DFR is intended to be a court-admissible document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting.

DFRs must be requested in writing and addressed to the ShotSpotter Customer Support Department. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on ShotSpotter's website (www.shotspotter.com). ShotSpotter will use commercially reasonable efforts to provide a DFR within ten (10) business days of receipt of the request.

J. EXPERT WITNESS SERVICES.

ShotSpotter offers reasonable expert witness services, including Reviewed Alerts, for an hourly fee as set forth in Exhibit A, as well as reimbursement of all travel and per diem costs. If requested to provide such services, ShotSpotter will invoice the Customer for the number of hours expended to prepare for and provide expert witness testimony, and actual travel expenses, upon completion of the services. Customer understands that ShotSpotter undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. ShotSpotter requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations, and a point of contact for ShotSpotter personnel. Due to the nature of legal proceedings, ShotSpotter cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

4. INITIAL TERM AND RENEWAL

The initial term of the Subscription Services shall be for a period of thirty-six (36) months commencing on the date that the Subscription Services are made available to the Customer via Insight. Fees are due on an annual basis as set forth in Exhibit A. Payment is subject to the Customer's appropriation of funding for the applicable fiscal year.

The Subscription Services may be renewed for successive periods of one year each (or multiple years as mutually agreed upon in writing by the Parties), in accordance with the following procedure. ShotSpotter shall provide Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Customer acknowledges that the Subscription Services fees, terms and conditions, and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms. Following the initial term, annual subscription fees are subject to increase at a rate of 5% for Customers whose annual subscription fee is less than the current ShotSpotter list price.

If Customer fails to renew prior to expiration of the then current subscription term, the Subscription Services will terminate in accordance with Section 5.C. At its discretion, ShotSpotter may remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service and any components from the Coverage Area at that time. If ShotSpotter does not remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service from the Coverage Area, Customer may reinstate the Subscription Services at a later date by renewing this Agreement and payment of the applicable reactivation and Subscription Services renewal fees; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

5. LICENSE, OWNERSHIP, AND DATA RIGHTS

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit A, Customer is granted a non-transferrable, non-exclusive and terminable license ("License") to use the Subscription Services and Data as set forth in this Section 5. Please read the terms and conditions of this Agreement carefully. By using the Subscription Services and Data, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, you must notify ShotSpotter and discontinue any use of the Subscription Services and Data.

A. Rights in Data.

For the purposes of this Agreement, "Data" is defined as data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the Service and/or Software.

ShotSpotter shall own and have the unrestricted right to use the Data for internal purposes such as research or product development. ShotSpotter may provide, license, or sell Data on an aggregated basis to third parties (excluding press or media) to be used for research or analytical purposes, or for law enforcement and/or security purposes.

ShotSpotter will not release or disseminate to any person or entity Data related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry,

investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law. ShotSpotter will not release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express written consent of an authorized representative of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the Data within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes. Except as required by law, Customer shall not provide to, license the use of, or sell Data to any third parties, which restriction will not pertain to the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter systems.

B. License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of ShotSpotter, licensed to Customer on an annual subscription basis. The ShotSpotter Software may incorporate components supplied to ShotSpotter under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services any part thereof are the property of ShotSpotter or, if applicable, its suppliers. All right and title to the ShotSpotter computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with ShotSpotter. Customer may not make any copies of the written materials or documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that ShotSpotter has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

Data. Customer's rights to use the Data are defined in paragraph A of this section 5.

Nothing in this Agreement shall be construed as granting any right or title to the Software, Data or any component thereof, or any other intellectual property of ShotSpotter or its suppliers to Customer.

Customer shall not alter, remove or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any documentation.

Customer acknowledges that the ShotSpotter System has been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any ShotSpotter Software, Data, documentation, or any component thereof or underlying information or technology related thereto, to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of ShotSpotter. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of Customer's country. In this respect, no resale, transfer, or re-export of the ShotSpotter Respond System or any ShotSpotter Respond System component exported to Customer pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or third party, or to any U.S. person or entity, any of the ShotSpotter Respond System, or ShotSpotter Respond System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Customer shall bear all expenses relating to any necessary registrations, licenses or approvals.

Use, duplication, or disclosure by applicable U.S. government agencies is subject to restrictions as set forth in the provisions of DFARS 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.

In addition to the foregoing, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any third party or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

C. Termination.

Customer agrees that its right to use the Subscription Services, Software and Data will terminate following thirty (30) day's prior written notice due to a material breach of the terms of this Agreement, including failure to pay any sums to ShotSpotter when due, or failure to renew the Subscription Services prior to expiration of the then current subscription term unless such has been cured within said thirty (30) day period. In the event of a breach of ShotSpotter's intellectual property rights, ShotSpotter at its sole discretion may terminate this Agreement immediately upon written notice to Customer. In the event of termination, Customer's access to the Data and Software

will be terminated, and ShotSpotter will cease delivering Reviewed Alerts, and disable Customer's access to the Data. Customer agrees that ShotSpotter shall not be liable to Customer nor to any third party for any suspension of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

D. Modification to, or Discontinuation of the Subscription Services.

Upon reasonable notice to Customer, ShotSpotter reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). In the event that ShotSpotter modifies the Subscription Services in a manner which removes or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that ShotSpotter is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Subscription Services fees paid under the Agreement for the subscription term in which this Agreement is terminated. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Subscription Services at the conclusion of Customer's then current term. Customer agrees that ShotSpotter shall not be liable to Customer or to any third party for any modification of the Subscription Services as described in this section.

E. New Applications.

From time to time, at ShotSpotter's discretion, ShotSpotter may release to its customer base, new applications supplemental to the Subscription Services. Customer's use of such new applications shall be subject to the license, warranty, intellectual property, and support terms of this Agreement. Prior to general release, ShotSpotter may request Customer to act as a pre-release test site for new applications, or major upgrades. Provided that Customer agrees in writing to such request, ShotSpotter will provide a pre-release package explaining the details and requirements for Customer's participation.

F. No Use by Third Parties.

Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment of this Agreement as set forth in Section 18 of this Agreement.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

A. ShotSpotter Privacy Policy.

ShotSpotter has structured its technology, processes and policies in such a way as to minimize the risk of privacy infringements from audio surveillance while still delivering important public safety benefits to its customers. These efforts to maintain privacy include the following:

- 1) ShotSpotter will not provide extended audio to customers beyond the audio snippet (1 second of ambient noise prior to a gunshot, the gunshot audio itself, and 1 second after the incident). ShotSpotter will vigorously resist any subpoena or court order for extended audio that goes beyond an audio snippet.
- 2) ShotSpotter will not provide a list or database of the precise location of Sensors to police or the public if requested and will challenge any subpoenas for this location data.

B. ShotSpotter Confidential Information.

Customer acknowledges and agrees that the source code, technology, and internal structure of the Software, Data, and Subscription Services, as well as documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of ShotSpotter, the value of which would be destroyed by disclosure to the public. Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement. Unless prohibited by applicable law, the terms and conditions of this Agreement, including pricing and payment terms shall also be treated as ShotSpotter's confidential information. Customer shall not disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential information and proprietary trade secrets of ShotSpotter in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

C. Customer Confidential Information

During the term of this Agreement or any subsequent renewals, ShotSpotter agrees to maintain Customer information designated by the Customer as confidential to which ShotSpotter gains access in the performance of its obligations under this Agreement, and not disclose such Customer Confidential Information to any third parties except as may be required by law. ShotSpotter agrees that Customer's Confidential Information shall be used solely for the purpose of performing ShotSpotter's obligations under this Agreement.

D. Obligations of the Parties.

The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this

Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not “Classified” or otherwise Government-legended, information. Upon termination of this Agreement the Recipient, as directed by the Discloser, shall either return the Discloser’s Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser.

Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

7. LIMITED WARRANTIES

ShotSpotter warrants that the Software will function in substantial conformity with the ShotSpotter documentation accompanying the Software and Subscription Services. The Software covered under this warranty consists exclusively of the ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface made available to the Customer under this Agreement. ShotSpotter will provide support services as defined in Exhibit B Service Level Agreement.

- A. ShotSpotter further warrants that the Subscription Services, Data, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.
- B. The Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. ShotSpotter cannot control how the Subscription Services are used, and, accordingly, ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that use of the Subscription Services will not violate the privacy rights of third parties. Customer shall be solely responsible for using the Subscription Services in full compliance with applicable law and the rights of third persons.
- C. ShotSpotter does not warrant or represent, expressly or implicitly, that the Software or Subscription Services or its use will: result in the prevention of crime, apprehension or conviction of any perpetrator of any crime, or detection of any criminal; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.
- D. ShotSpotter expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Subscription Services or Reviewed Alerts provided by ShotSpotter, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions, or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the

Customer in reliance, in whole or in part, on any Subscription Services provided by ShotSpotter, including any death, injury, or loss or damage to any property.

- E. Any and all warranties, express or implied, of fitness for high-risk purposes requiring fail-safe performance are hereby expressly disclaimed.
- F. The Parties acknowledge and agree that the Subscription Services is not a consumer good, and is not intended for sale to or use by or for personal, family, or household use.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, SHOTSPOTTER MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. CUSTOMER OBLIGATIONS.

Customer acknowledges and agrees that ShotSpotter's duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer's timely performance of and compliance with Customer's obligations hereunder, including, but not limited to:

- A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A for implementation, and ongoing annual subscription fees. Actual access and use of the ShotSpotter Service shall constitute evidence that the Subscription Services are active, and the final implementation payment is due.

Customer's address for invoicing:

City of Springfield

Attn: Accounts Payable

840 Boonville Ave.

Springfield, MO 65802

- B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement, including providing assistance to ShotSpotter, as needed in obtaining premise permissions for installation of the Sensors.
- C. Customer shall not permit any alteration, modification, substitution, or supplementation of the ShotSpotter Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the ShotSpotter Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without ShotSpotter's express prior written consent.
- D. Unless otherwise expressly agreed in advance in writing by ShotSpotter, Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the Subscription Services.
- E. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation(s) to ShotSpotter's

hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

- F. ShotSpotter will assist the Customer in initially setting up passwords and user names for Customer's employees, agents, or representatives to whom Customer designates access to the Subscription Services ("Authorized Users"). Thereafter, Customer shall be responsible for assigning passwords and user names for its Authorized Users. Customer shall be responsible for maintaining the confidentiality and use of Customer's password and user names and shall not allow passwords and/or user names to be shared by Authorized Users; nor shall Customer permit any unauthorized users to access the Subscription Services.
- G. Customer shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY INFRINGEMENT

ShotSpotter will, at its expense, defend and indemnify Customer from and against losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software, when used in accordance with ShotSpotter's user documentation, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to license the ShotSpotter Respond System (collectively "Action"), provided that Customer provides ShotSpotter with reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action including but not limited to any cease and desist demands or warnings, and further provided that Customer cooperates with ShotSpotter and its defense counsel in the investigation and defense of such Action.

ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof. Customer may participate in the defense of such action at its own expense.

This Section 9 shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by ShotSpotter as part of the Subscription Services, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the Customer, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the Subscription Services, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under

this section, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the Subscription Services for the term in which the Agreement is terminated.

This Section 9 states the entire liability of ShotSpotter and is Customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the Subscription Services, the ShotSpotter Gunshot Detection, Location and Forensic Analysis Service components, and software. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

ShotSpotter shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the gross negligence, or wrongful act, error, or omission of ShotSpotter, its employees, agents, or subcontractors as a result of ShotSpotter's or any of its employees, agents, or subcontractor's performance pursuant to this Agreement. ShotSpotter shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents, or contractors, ShotSpotter's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

In no event shall either Party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other Party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party or any entity has been advised of the possibility of such damages.

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement, ShotSpotter's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this Agreement, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed two (2) times the amount paid to ShotSpotter under this Agreement, or the amount of insurance maintained by ShotSpotter available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

11. DEFAULT AND TERMINATION; REMEDIES

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period.

Customer may terminate this Agreement upon reasonable notice to ShotSpotter in the event insufficient or non-appropriation of funds to pay for the subscription fees due under this Agreement for any future fiscal

year following the year one subscription period. ShotSpotter shall be paid for services provided up to the date of such termination.

In addition to the termination provisions in Section 5.C for failure to pay annual Subscription Services fees, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible to cure as provided in the preceding paragraph, ShotSpotter may at its option, effective immediately upon written notice to Customer, either: (i) terminate ShotSpotter's future obligations under this Agreement, terminate Customer's License to use the Subscription Services and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, Customer shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of ShotSpotter, as well as applicable repossession, shipping, repair, and refurbishing costs.

12. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to ShotSpotter as applicable, of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or ShotSpotter. If exempt from such taxes, Customer shall provide to ShotSpotter written evidence of such exemption. Customer shall also pay any personal property taxes levied by government agencies based upon Customer's use or possession of the items acquired or licensed in this Agreement.

13. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing delivered to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; or delivered in person. A Party's address may be changed by written notice to the other Party.

14. FORCE MAJEURE

In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this Agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout, or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo, or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

15. ENTIRE AGREEMENT

This Agreement and its Exhibits represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes

all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

16. GOVERNING LAW

The validity, performance, and construction of this Agreement shall be governed by the laws of the state of Missouri, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply

17. NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, prior, or subsequent breach.

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present of future waiver of any such provisions or the right of either Party to enforce each and every provision.

18. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

19. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

20. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which shall not be unreasonably withheld. Provided, however, that ShotSpotter may assign or transfer this Agreement and/or ShotSpotter's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of ShotSpotter's assets. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without ShotSpotter's express consent.

21. GENERAL PROVISIONS

- A. This Agreement shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be construed as a consent to any assignment by either Party except as provided in Section 18 of this Agreement.
- B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.
- C. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.
- D. The provisions of this Agreement shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.
- E. A facsimile or scanned signature copy of this Agreement and its Exhibits, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.
- F. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF SPRINGFIELD**SHOTSPOTTER, INC.**_____
Accepted By (Signature)_____
Accepted By (Signature)_____
Printed Name_____
Printed Name_____
Title_____
Title_____
Date_____
Date

EXHIBIT A – SHOTSPOTTER PROPOSAL

ShotSpotter Proposal No.: SPRINGMO012521 (Attached at end of document)

EXHIBIT B – SERVICE LEVEL AGREEMENT**ShotSpotter Respond Gunshot Location System****Reviewed Alert Service Levels****Summary**

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. (“ShotSpotter”) and Customer, ShotSpotter commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services¹:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

ShotSpotter will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

The ShotSpotter real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer’s confidence level that the incident is or may be gunfire, will result in an alert (“Reviewed Alert”) sent to the Customer’s dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot “SG” or Multiple Gunshots “MG”) sent to Customer’s dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter Respond App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire (“PG”) Alert sent to Customer’s dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	No alert will be sent; incident available for Customer review in the incident history available through Insight

¹ See attached “ShotSpotter – Definition of Key Terms” for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

Reviewed Alerts are sent to the Customer's dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
 - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
 - Other comments (if any)

The ShotSpotter Respond App, and Insight provide the Customer with full and immediate access to incident history including information ShotSpotter uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter Respond System² will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond ShotSpotter's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that ShotSpotter does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

Service Level Exclusions and Modifications

ShotSpotter takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, ShotSpotter uses fireworks suppression techniques³.

The ShotSpotter sensors send incident information to the ShotSpotter cloud via third party cellular, wireless or wired networks. ShotSpotter is not responsible for outages on the third-party networks.

² Respond service includes all database, applications, and communications services hosted by ShotSpotter, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T, Sprint/T-Mobile, or Customer's Internet Service Provider.

³ ShotSpotter will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. ShotSpotter will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

Service Failure Notification

Should ShotSpotter identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts ShotSpotter's ability to meet the Gunshot Detection & Location standard (above), ShotSpotter will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer's service is affected; and c) the approximate timeframe for resolution. ShotSpotter will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. ShotSpotter does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by ShotSpotter.

Customer must inform ShotSpotter when Verified Incidents of gunfire are missed by the ShotSpotter Respond System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer's dispatch center, patrol car MDTs, and officer smartphones, or Insight.

ShotSpotter – Definition of Key Terms

The ShotSpotter Respond System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the “Coverage Area”, provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$\text{Performance Rate} = \frac{\text{NumberAccuratelyLocated}}{(\text{NumberAccuratelyLocated} + \text{NumberNotDetected} + \text{NumberMislocated})}$$

where the “Performance Rate” is a number expressed as a percentage, “NumberAccuratelyLocated” is the number of “Gunfire Incidents” occurring within the Coverage Area during the specified period for which the ShotSpotter produced an Accurate Location, *NumberMislocated* is the number of Verified Incidents (a “Verified Incident” is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter produced an inaccurate location (i.e., a Mislocated Incident), and *NumberNotDetected* is the number of Verified Incidents for which the ShotSpotter failed to report a location at all (i.e., Missed Incidents).

An “Accurate Location” shall mean an incident located by the ShotSpotter to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooters location (25 meters = approximately 82 feet). “Detectable Gunfire” incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer

ShotSpotter performance is guaranteed after a “Statistically Significant” set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. The ShotSpotter system is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Respond System is not a “point protection” system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.



**Price Proposal for Subscription-Based
Gunshot Detection, Location, and Forensic Analysis Service
for the City of Springfield, Missouri
January 25, 2021
Proposal ID: SPRINGMO012521**

Submitted by: Trish Layne, Director – Midwest Region
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Table of Contents

Executive Summary	1
Introduction	1
How it Works	3
Company History	4
ShotSpotter Respond Service Overview.....	5
ShotSpotter Dispatch™ and ShotSpotter Respond™ Applications	5
ShotSpotter Insight™	6
Mobile Alerts	8
Notifications API (Optional)	9
Investigative Lead Summary	10
Detailed Forensic Reports and Expert Witness Testimony	11
Onboarding Services.....	12
Getting Started	13
Best Practices	13
User Training	13
Agency Metrics/KPIs (Key Performance Indicators)	14
Onsite Support During Service Activation (Go-Live)	14
Ongoing Customer Support	14
Customer References	15
Pricing	16
3.0 mi ² Coverage Area	16
Forensic Consultation Services	16
Optional Additional Services	17
Payment Terms	17
Pricing Assumptions	18

Executive Summary

Introduction

ShotSpotter is pleased to present this proposal to the Springfield Police Department. The proposed ShotSpotter Respond solution is designed to identify, locate, and track active gunfire, and will support the Department's efforts to more effectively respond to and investigate gunfire incidents. The proposed solution is deployed across the country, serving agencies of all sizes that are committed to leveraging our real-time gunfire intelligence to reduce gun violence and build community trust.

We look forward to working with the Police Department to bring ShotSpotter Respond to the City of Springfield to expand your efforts to reduce gun violence in the community. Recognizing the tremendous financial strain that both the COVID-19 pandemic and civil unrest have placed on the City and the Police Department, ShotSpotter is pleased to include in this proposal an incentive whereby if the City contracts with ShotSpotter for a three-square mile ShotSpotter Respond coverage area three years, ShotSpotter will waive the fees for one of those square miles for the three-year term. This offer requires a three-year contract commitment and expires March 31, 2021. Please refer to the Pricing Assumptions for additional details.

The ShotSpotter gunshot detection, alert, and analysis services provide what would be otherwise unobtainable, critical real-time gunfire intelligence. The core capabilities of the ShotSpotter solution are:

- **DETECT** – ShotSpotter detects and locates gunfire incidents enabling a fast, precise response to over 90% of shooting incidents within the targeted areas. This has a powerful deterrent effect and disrupts the gun violence cycle.
- **PROTECT** – ShotSpotter helps to protect officers by providing them with comprehensive data on the actual amount of gunfire activity that occurs in the neighborhoods they patrol and provides critical situational awareness when responding to specific incidents.
- **CONNECT** – By applying community policing-oriented best practices, ShotSpotter provides a unique opportunity for law enforcement agencies to connect with vulnerable communities. Rapid response to gunfire incidents in communities that have been most impacted by gun violence builds positive attitudes towards law enforcement and leads to more constructive engagements and cooperation.

ShotSpotter has become an indispensable crime-fighting tool for these agencies, in light of the

community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for service:

- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
 - Recognition: "Was that gunfire, fireworks, or something else?"
 - Retaliation: "If they find out I called, will they come after me?"
 - Resignation: "No one came the last time I called..."

Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event has occurred, and, based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, greatly diminishing the opportunity to identify suspects and witnesses, recover evidence, and, most important, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and more accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are much more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Targeted enforcement (precision policing) is enhanced
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

How it Works

Based on an analysis of known gunfire-related crimes, the ShotSpotter team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to ShotSpotter's Incident Review Center (IRC) which is staffed 24/7/365 by highly trained acoustic experts. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software. Once the software has performed an initial review and filtered out any incidents that are determined not to be gunfire (e.g., helicopter noise, fireworks, etc.), the data is received at our IRC.

The IRC review process is performed by a team of highly trained acoustic experts. In addition to examination of the incident audio, the review process involves examination of visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision. If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot on the map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters are involved, and whether high-capacity and/or fully automatic weapons are being used. This entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) is designed to take 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. ShotSpotter has also successfully integrated with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

We appreciate your consideration of our proposal. ShotSpotter is committed to your success and we look forward to partnering with you to make ShotSpotter a key component of your efforts to reduce gun crime in the City of Springfield.

Company History

ShotSpotter was founded in 1995 and has been providing gunshot detection solutions since its inception. ShotSpotter is the world leader in gunshot detection, with nearly 750 square miles operational; more than 14 million incidents reviewed; and 34 issued patents. ShotSpotter is a publicly traded corporation (NASDAQ: SSTI) with approximately 100 full-time employees and is headquartered in Newark, California.

ShotSpotter provides precision-policing solutions for law enforcement to help deter gun violence and make cities, campuses, and facilities safer. Our flagship product, ShotSpotter Respond™, is the leading gunshot detection, location, and forensic analysis system, and is trusted by 100 cities. Other product offerings include:

- ShotSpotter SecureCampus®, designed to provide outdoor gunfire coverage at university and school campuses
- ShotSpotter SiteSecure™ for critical infrastructure designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures
- ShotSpotter Connect™ (formerly Missions™), which uses artificial intelligence-driven analysis to help strategically plan patrol missions and tactics for maximum crime deterrence
- ShotSpotter Labs, which focuses on innovative applications of ShotSpotter to help protect wildlife and the environment; currently helping combat rhino poaching in South Africa and will soon launch other applications for global wildlife protection, such as combatting illegal blast fishing in Malaysia with underwater sensors.

ShotSpotter Respond Service Overview

ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. ShotSpotter hosts, secures, monitors, and maintains the ShotSpotter infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed ShotSpotter applications.

ShotSpotter Dispatch™ and ShotSpotter Respond™ Applications

The ShotSpotter Dispatch and ShotSpotter Respond applications are used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to these apps and include the following data:

- Incident location (dot on the map)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location
- Number of shots
- District identification
- Beat identification



Figure 1: ShotSpotter Dispatch App

A ShotSpotter analyst may add other contextual information such as the possibility of multiple shooters, high capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator's ID. For Patrol Officers, the alert includes an audio snippet of the incident.



Figure 2: ShotSpotter Respond App

ShotSpotter Insight™

ShotSpotter Insight™ enables customers to explore details about prior gunshot incidents in their ShotSpotter coverage area and use the data for investigation and analysis. Crime analysts, investigators, and command staff can view, filter, sort, report, and transform historical gunshot data into meaningful insights, ultimately informing strategies for reducing gun violence.

Insight enables users to find and identify the incidents using an extensive array of filters for date, time, location, keywords, single vs. multiple gunshots, patrol areas, as well as shapes drawn on the map. The shape filters narrow a search for shooting incidents within a radius of a known address, across several blocks, or look for and monitor activity on both sides of a jurisdictional border. Saved reports retain common filter settings for quick retrieval (e.g. "District 4 Gunfire – Last 28 days").



Figure 3: ShotSpotter Insight App

Insight shows how a shooting event unfolded by watching a shot-by-shot animation that details the location and sequence of each shot. The software also highlights other nearby incidents that may be potentially related based on its relative distance and time of occurrence. Insight comes with a set of reports that make it easy to share incident data throughout an agency:

- The Investigative Lead Summary report give details of a shooting incident including audio, location, sequence, and timing of each shot fired. This report is often used to share incident audio and details with colleagues, aid investigators with collecting evidence at the scene of a shooting and conducting better interviews of witnesses, suspects, and victims, or attach to a case file.
- The Multi-Incident report provides a summary of shooting incidents broken out by single, multiple, and probable gunshot incidents as well as any non-gunfire incidents if they were included in the search. The summary is followed by details for each incident including the date, time, location, number of rounds, CAD ID, Respond ID, and other details.

For custom ad hoc reporting and analysis, Insight can export incident data to other off-the-shelf products such as Microsoft Excel, Tableau, Google Earth, ArcGIS, and other tools.

Mobile Alerts

Real-time gunfire alert data can be delivered to smart phones and smart watches via the Respond smartphone application, available for use on iPhones and Android platforms. The gunfire location is displayed as a dot on a map, and the data also includes the number of rounds fired and access to the incident audio.



Figure 4: Smart Watch Notification



Figure 5: ShotSpotter Respond App Smartphone Notification

Notifications API (Optional)

The ShotSpotter Notifications API (available as a separately priced option) allows client applications to receive accurate, timely details about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 ShotSpotter Incident Review Center. Typical integrations include:

- Video Management Systems (VMS)
- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Automated License Plate Readers (ALPRs)
- Crime analysis and statistics packages (including COMPSTAT software)

Each Notifications API license pack is available for an annual subscription fee that includes:

- Up to three (3) interfaces
- Establishing an instance of the API for the Department on ShotSpotter-hosted servers
- Consulting with the Department and third parties to ensure the API operates according to the API specifications
- 24x7 alerts to up to three third-party interfaces
- Supporting the third party and Department as systems are upgraded

Additional API licenses can be purchased in packs of three interfaces.

Investigative Lead Summary

ShotSpotter recently introduced a new, on-demand report available through the ShotSpotter Respond application. The Investigative Lead Summary (ILS) provides useful details about the location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs through a single click of a button within the mobile, web, or desktop ShotSpotter Respond application.

The ILS will fulfill the majority of law enforcement agency needs, particularly in situations where a report is not intended for presentation to court (since the ILS report is electronically produced, it is not court admissible).

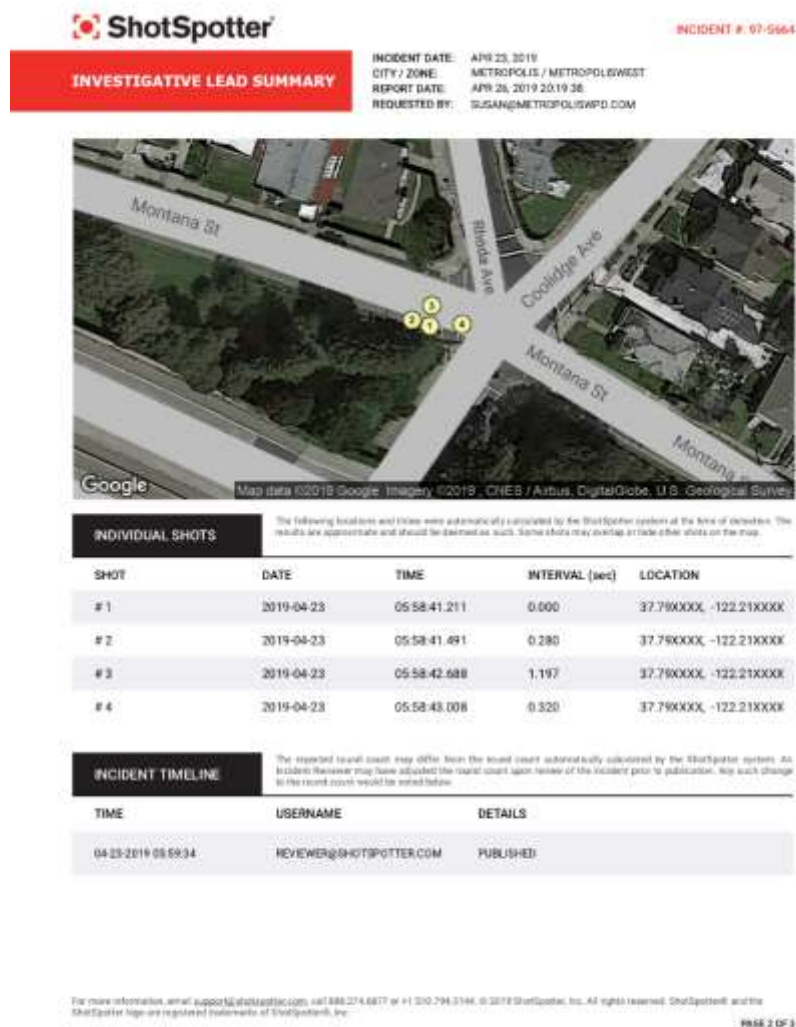


Figure 6: ShotSpotter Investigative Lead Summary (ILS)

Detailed Forensic Reports and Expert Witness Testimony

In nearly all the criminal proceedings in which our experts have been called to testify, ShotSpotter has produced detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.

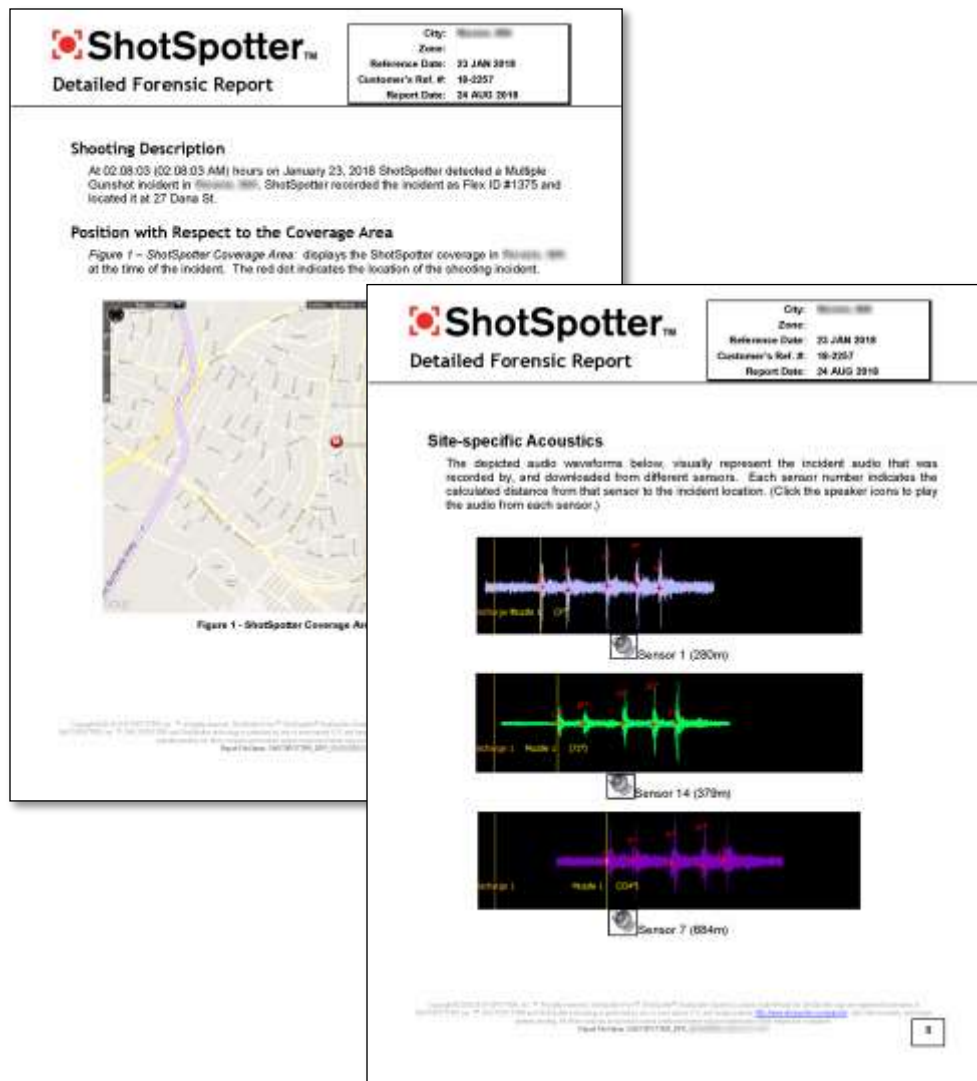


Figure 7: ShotSpotter Detailed Forensic Report (DFR)

ShotSpotter data supports detailed forensic analysis of gunfire incidents, including:

- Weapon type (e.g., automatic vs. semi-automatic)
- Number of rounds fired
- Possibility of multiple shooters

Unlike the ILS, the DFR is a court-admissible document prepared by our forensic engineers. The DFR is intended to be used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, DFRs are available for use by law enforcement to obtain search warrants or to investigate Officer Involved Shootings. DFRs are available upon written request, and our goal is to deliver all DFRs within ten business days of the request.

To support prosecutions, audio snippets provide powerful demonstrative evidence to prosecutors and allow jurors to gain a deeper understanding of the victims' experience of the incident. For prosecutors who wish to have a ShotSpotter expert witness testify regarding a DFR, to help interpret and clarify crime scene activity derived from ShotSpotter data, or provide other forensic consultation services, these services are available for an hourly fee.

In 17 states and in the District of Columbia, ShotSpotter evidence and ShotSpotter expert witness testimony have been successfully admitted in over 100 court cases. ShotSpotter forensic evidence has prevailed in nine Frye challenges, including four in California, and five Daubert challenges throughout the United States.

Onboarding Services

Concurrent with the sensor design and deployment activities, ShotSpotter will provide a series of onboarding services to prepare the Police Department to maximize the value of the ShotSpotter service. These standard onboarding steps will be refined to best serve the Department team and ShotSpotter users. ShotSpotter onboarding services are designed to:

- Ensure successful ShotSpotter activation (go-live)
- Ensure full utilization of the features and functions available with the ShotSpotter service
- Ensure that the Department's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area
- Track and monitor the efficacy of the ShotSpotter service

ShotSpotter has assembled a Customer Success Team of professionals with more than 100 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the ShotSpotter solution. The following provides a high-level overview of ShotSpotter's standard Customer Onboarding Services, which will be tailored to support the Department:

Getting Started

Prior to contract execution, a ShotSpotter Customer Success Director will work with the Department's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. ShotSpotter will schedule biweekly status calls with the Department's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, ShotSpotter's Customer Success team, led by the assigned Customer Success Director, will work with the Department's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These sessions will assist the Department in establishing response protocols and procedures to manage the gunshot alerts and gun crime intelligence data that will be provided upon activation of the ShotSpotter service. ShotSpotter will customize and conduct these sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

- Program Management
- Dispatch/Communications
- Field Operations/Patrol
- Investigations
- Prosecution
- Intelligence & Crime Analysis

User Training

ShotSpotter will assign a Customer Success Director to the Department to ensure that we deliver consistent, quality best practices training based on the Department's needs to maximize the value of our service. The Customer Success Director will remain engaged with the Department for the duration of our relationship. In preparation for the planned cutovers, ShotSpotter will assign a Trainer to the Department to train each group of users on the ShotSpotter applications, including Respond, Dispatch, ShotSpotter Administrative Portal, and ShotSpotter Insight. The Trainer will conduct a Training Orientation with the Department's Program Manager to ensure all users are properly trained on the relevant applications. ShotSpotter's Trainer will work with the Department to tailor a training program that addresses the unique needs and/or scheduling constraints of the Department users. The training will be performed through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

Agency Metrics/KPIs (Key Performance Indicators)

ShotSpotter Customer Success team members, led by the assigned Customer Success Director, will work with the Department's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

On the day of ShotSpotter service activation to a live production status, ShotSpotter's Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly. Prior to cutover, ShotSpotter team will facilitate an introduction to the ShotSpotter Support organization to review the support process and introduce the designated Technical Support Engineer to the Department. Following system activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the Department to review the performance of the service. The Customer Success Director will continue to work with the Department to review and results being achieved by each group of users involved in the gun violence reduction program.

Ongoing Customer Support

As an ongoing service, the Customer Support organization will publish a monthly Scorecard to the Department to communicate details on system performance and our service including the number of Gunshot Alerts, Misses, Mislocated Incidents, Misclassified Incidents, and other useful metrics. This report will be reviewed by the designated Technical Support Engineer on a monthly basis and any and all concerns will be discussed and addressed.

ShotSpotter standard customer support includes 24/7 assistance with user accounts, software interface, tools, features, incident (re)classification, and review. Tier 1 Support is provided by our Incident Review Center (IRC). IRC staff have extensive experience with ShotSpotter applications and provide real-time support of basic issues, and first level of support for information gathering and triage for advanced troubleshooting by Tier 2 Support. The Tier 2 Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT Support, mapping issues, etc.

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	- Login support - Report a misclassification - Report a missed incident - Report a mislocated incident - Basic audio request - General/application questions - Request for ILS	Normal Support: - Analysis of missed gunshots - Detailed audio search - Performance analysis - Integration issues Critical Support: - System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365

Customer References

ShotSpotter has 100 customers covering more than 750 square miles. ShotSpotter is the leader in the development and deployment of wide area acoustic gunshot detection and location systems. Today, ShotSpotter provides gunshot detection and location services to law enforcement agencies across the country. Among these are:

- Cincinnati, OH
- Cleveland, OH
- Columbus, OH
- Dayton, OH
- Toledo, OH
- Kansas City, MO
- Saint Louis County, MO
- Omaha, NE
- Springfield, IL
- South Bend, IN

Pricing

ShotSpotter systems are deployed to provide coverage for one or more specified areas, each bounded by a specific coverage area perimeter. ShotSpotter will design the coverage area based upon the Department's requirements and based upon analysis of historical crime data. ShotSpotter will collaborate with Department stakeholders to determine the final coverage area and related boundaries.

3.0 mi² Coverage Area

Contract Term	Respond Coverage Area Size	One-Time Service Startup Fees (Service Initiation & Onboarding)	Annual Subscription Fees*	Discount for Multi-Year Term**	Fee Waiver**	Total
3 Years	2.0 mi ²	\$30,000	\$140,000 x 3	(\$20,000)		\$430,000
3 Years	1.0 mi ²	\$10,000	\$70,000 x 3	(\$10,000)	(\$210,000)	\$0
TOTAL:						\$430,000

*ShotSpotter's current annual subscription fee is \$70,000 per square mile.

**See Pricing Assumptions below for details.

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services)	\$350/hour
Expert Witness Testimony Services are available upon request and billed separately at the above rate.	

Optional Additional Services

Interface License

Notifications API License Pack	\$9,500/year
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- Recurring annual subscription fee
- Includes up to three interfaces
- Does not include costs required from other vendors to implement or support the planned interfaces

Payment Terms

Payment for the service initiation, onboarding, and subscription shall be as follows:

Three-Year Payment Terms

- 50% of Year 1 fees due upon execution of agreement (\$75,000)
- 50% of Year 1 fees due upon ShotSpotter activation (live) status (\$75,000)
- 100% of Year 2 fees due prior to 1st anniversary of ShotSpotter live status (\$140,000)
- 100% of Year 3 fees due prior to 2nd anniversary of ShotSpotter live status (\$140,000)

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Pricing Assumptions

This pricing is submitted based on the following assumptions:

- This pricing assumes that the services will be delivered under the terms of the ShotSpotter Respond Services Agreement to which this Proposal will be attached as Exhibit A.
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.
- This pricing remains valid through March 31, 2021.
- The fee waiver will be applied to the service initiation fee and the subscription fee for one square mile of the three-square mile coverage area for the three-year term. The Multi-Year Term Commitment discount will be applied to the one-time Service Initiation fees. These offerings are contingent upon ShotSpotter receiving a three-year term commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.
- The pricing assumes that the Department will provision network access to meet ShotSpotter minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.

RESPOND SERVICES AGREEMENT



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info@shotspotter.com
www.shotspotter.com

Contents

1.	EXHIBITS	1
2.	DEFINITIONS	1
3.	SUBSCRIPTION SERVICES	2
4.	INITIAL TERM AND RENEWAL.....	4
5.	LICENSE, OWNERSHIP, AND DATA RIGHTS.....	4
6.	CONFIDENTIALITY AND PROPRIETARY RIGHTS.....	7
7.	LIMITED WARRANTIES	9
8.	CUSTOMER OBLIGATIONS.....	10
9.	INTELLECTUAL PROPERTY INFRINGEMENT.....	11
10.	INDEMNIFICATION AND LIMITATION OF LIABILITY	12
11.	DEFAULT AND TERMINATION; REMEDIES	12
12.	TAXES	13
13.	NOTICES	13
14.	FORCE MAJEURE.....	13
15.	ENTIRE AGREEMENT.....	13
16.	GOVERNING LAW.....	14
17.	NO WAIVER.....	14
18.	SEVERABILITY	14
19.	DISPUTE RESOLUTION	14
20.	ASSIGNMENT.....	14
21.	GENERAL PROVISIONS.....	14
	EXHIBIT A – SHOTSPOTTER PROPOSAL	16
	EXHIBIT B – SERVICE LEVEL AGREEMENT	17

This ShotSpotter® Respond™ Services Agreement (this “Agreement”) is entered into by and between ShotSpotter, Inc. (referred to herein as “ShotSpotter”), with offices located at 7979 Gateway Blvd., Suite 210, Newark, CA 94560 and Springfield, Missouri (hereinafter referred to as “Customer”), with offices located at Busch Municipal Building, 840 Boonville Avenue, Springfield, MO 65802, effective as of the last date of signature herein. ShotSpotter and Customer may also be referred to in this Agreement individually as a “Party” or collectively as the “Parties”.

This Agreement and its exhibits define the deliverables, implementation, and subscription services for ShotSpotter’s gunshot location system (“ShotSpotter® Respond™ Gunshot Detection, Location, and Forensic Analysis Service”) to be provided under this Agreement.

In consideration of the Parties’ mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. EXHIBITS

The following exhibits (“Exhibits”) are attached to, and incorporated in this Agreement:

- A. ShotSpotter Proposal ID # SPRINGMO012521
- B. Service Level Agreement

2. DEFINITIONS

All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

- A. Insight means the internet portal to which Customer will have access to Reviewed Alerts.
- B. Confidential Information means that information designated by either Party as confidential or proprietary as further defined in Section 6 of this Agreement.
- C. Coverage Area means the area in square miles covered by the Services as set forth in Exhibit A and any subsequent amendments thereto.
- D. Data means all data created, generated, modified, compiled, stored, kept, or displayed by ShotSpotter in performance of the Subscription Services, including the Software.
- E. Reviewed Alerts means the data reviewed by ShotSpotter’s incident review staff related to gunfire incidents detected by the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service.
- F. ShotSpotter Respond System means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service provided on a subscription basis under this Agreement.
- G. Software means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service, Reviewed Alerts, ShotSpotter Respond™, and ShotSpotter Dispatch™ and ShotSpotter® Insight applications to which Customer will have access under this Agreement on a subscription basis. The term Software shall also mean any new applications supplemental to the Subscription Services provided by ShotSpotter to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the ShotSpotter API Subscription License.

- H. Subscription Services means the services provided to Customer on a subscription basis to access, and ShotSpotter's maintenance of, the Software.
- I. System means collectively the Software and Subscription Services provided under this Agreement.

3. SUBSCRIPTION SERVICES

- A. ShotSpotter will install the ShotSpotter Respond System in the Coverage Area specified in Exhibit A attached to this Agreement. ShotSpotter will host the Subscription Services and may update the functionality and Software of the Subscription Services from time to time at its sole discretion and in accordance with this Agreement.
- B. ShotSpotter will be responsible for determining the location(s) for installation of acoustic sensor(s) (the "Sensors") that detect gunshot-like sounds, and obtaining permission from the premises owner/property manager/lessee.
- C. The ShotSpotter Respond System acoustic Sensor may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications channel from each Sensor to the ShotSpotter hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless, or wireless cellular communications may impact the ability of ShotSpotter to provide the Subscription Services. In such circumstances ShotSpotter will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event ShotSpotter is unable to do so, ShotSpotter will terminate the Subscription Services and refund a pro-rata portion of the annual Subscription Services fee to Customer.
- D. ShotSpotter will provide Customer with user documentation, online help, online training presentation, and online training sessions (as available).
- E. ShotSpotter will provide reasonable efforts to respond via email to requests for support relating to incident classification within eight (8) hours of the request.
- F. During the term of this Agreement, ShotSpotter will provide real-time gunfire analysis and alert services. After an explosive (or impulsive) sound triggers enough ShotSpotter Sensors that an incident is detected and located, audio from the incident is sent to the ShotSpotter Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a ShotSpotter professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent directly to the Customer's dispatch center, PSAP, mobile/patrol officers, and any other relevant safety or security personnel, as determined by the Customer. ShotSpotter's IRC will review gunfire incidents as further defined in Exhibit B.
- G. The Subscription Services provided under this Agreement shall consist of (i) providing access to the Customer of Reviewed Alerts delivered via the Insight password-protected internet portal and user interface supplied by ShotSpotter; (ii) providing Customer access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in this Agreement and its Exhibits.
- H. ShotSpotter will use commercially reasonable efforts to respond to support requests within twenty-four (24) hours of receipt of the request during the period of 8 am to 5 pm Monday through Friday.

A ShotSpotter email support specialist will be responsible for receiving Customer reports of missed incidents, or errors in the Subscription Services, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then ShotSpotter will use commercially reasonable efforts to restore functionality of the Subscription Services in accordance with the standard ShotSpotter user documentation provided with the Subscription Services within seventy-two (72) hours of receipt of the report.

I. FORENSIC REPORTS.

- i. Investigative Lead Summary ("ILS"). ShotSpotter provides an on-demand report available through the ShotSpotter Respond Application. The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop ShotSpotter Respond application (machine-generated). The ILS is not a court-admissible document.
- ii. Detailed Forensic Report ("DFR"). If requested by Customer, ShotSpotter will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts. The DFR is intended to be a court-admissible document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting.

DFRs must be requested in writing and addressed to the ShotSpotter Customer Support Department. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on ShotSpotter's website (www.shotspotter.com). ShotSpotter will use commercially reasonable efforts to provide a DFR within ten (10) business days of receipt of the request.

J. EXPERT WITNESS SERVICES.

ShotSpotter offers reasonable expert witness services, including Reviewed Alerts, for an hourly fee as set forth in Exhibit A, as well as reimbursement of all travel and per diem costs. If requested to provide such services, ShotSpotter will invoice the Customer for the number of hours expended to prepare for and provide expert witness testimony, and actual travel expenses, upon completion of the services. Customer understands that ShotSpotter undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. ShotSpotter requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations, and a point of contact for ShotSpotter personnel. Due to the nature of legal proceedings, ShotSpotter cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

4. INITIAL TERM AND RENEWAL

Unless otherwise specified in Exhibit A, the initial term of the Subscription Services shall be for a period of twelve (12) months commencing on the date that the Subscription Services are made available to the Customer via Insight.

The Subscription Services may be renewed for successive periods of one year each (or multiple years as mutually agreed upon in writing by the Parties), in accordance with the following procedure. ShotSpotter shall provide Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Customer acknowledges that the Subscription Services fees, terms and conditions, and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms. Annual Subscription fees are subject to increase at a rate of 5% for Customers whose annual subscription fee is less than the current ShotSpotter list price.

If Customer fails to renew prior to expiration of the then current subscription term, the Subscription Services will terminate in accordance with Section 5.C. At its discretion, ShotSpotter may remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service and any components from the Coverage Area at that time. If ShotSpotter does not remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service from the Coverage Area, Customer may reinstate the Subscription Services at a later date by renewing this Agreement and payment of the applicable reactivation and Subscription Services renewal fees; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

5. LICENSE, OWNERSHIP, AND DATA RIGHTS

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit A, Customer is granted a non-transferrable, non-exclusive and terminable license ("License") to use the Subscription Services and Data as set forth in this Section 5. Please read the terms and conditions of this Agreement carefully. By using the Subscription Services and Data, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, you must notify ShotSpotter and discontinue any use of the Subscription Services and Data.

A. Rights in Data.

For the purposes of this Agreement, "Data" is defined as data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the Service and/or Software.

ShotSpotter shall own and have the unrestricted right to use the Data for internal purposes such as research or product development. ShotSpotter may provide, license, or sell Data on an aggregated basis to third parties (excluding press or media) to be used for research or analytical purposes, or for law enforcement and/or security purposes.

ShotSpotter will not release or disseminate to any person or entity Data related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry, investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or

other governmental body, or as otherwise required by law. ShotSpotter will not release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express written consent of an authorized representative of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the Data within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes. Customer shall not provide to, license the use of, or sell Data to any third parties, which restriction will not pertain to the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter systems.

B. License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of ShotSpotter, licensed to Customer on an annual subscription basis. The ShotSpotter Software may incorporate components supplied to ShotSpotter under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services any part thereof are the property of ShotSpotter or, if applicable, its suppliers. All right and title to the ShotSpotter computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with ShotSpotter. Customer may not make any copies of the written materials or documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that ShotSpotter has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

Data. Customer's rights to use the Data are defined in paragraph A of this section 5.

Nothing in this Agreement shall be construed as granting any right or title to the Software, Data or any component thereof, or any other intellectual property of ShotSpotter or its suppliers to Customer.

Customer shall not alter, remove or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any documentation.

Customer acknowledges that the ShotSpotter System has been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United

States Export Administration Regulations of the U.S. Department of Commerce. Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any ShotSpotter Software, Data, documentation, or any component thereof or underlying information or technology related thereto, to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of ShotSpotter. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of Customer's country. In this respect, no resale, transfer, or re-export of the ShotSpotter Respond System or any ShotSpotter Respond System component exported to Customer pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or third party, or to any U.S. person or entity, any of the ShotSpotter Respond System, or ShotSpotter Respond System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Customer shall bear all expenses relating to any necessary registrations, licenses or approvals.

Use, duplication, or disclosure by applicable U.S. government agencies is subject to restrictions as set forth in in the provisions of DFARS 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.

In addition to the foregoing, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any third party or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

C. Termination.

Customer agrees that its right to use the Subscription Services, Software and Data will terminate following thirty (30) day's prior written notice due to a material breach of the terms of this Agreement, including failure to pay any sums to ShotSpotter when due, or failure to renew the Subscription Services prior to expiration of the then current subscription term unless such has been cured within said thirty (30) day period. In the event of a breach of ShotSpotter's intellectual property rights, ShotSpotter at its sole discretion may terminate this Agreement immediately upon written notice to Customer. In the event of termination, Customer's access to the Data and Software will be terminated, and ShotSpotter will cease delivering Reviewed Alerts, and disable Customer's access to the Data. Customer agrees that ShotSpotter shall not be liable to Customer nor to any

third party for any suspension of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

D. Modification to, or Discontinuation of the Subscription Services.

Upon reasonable notice to Customer, ShotSpotter reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). In the event that ShotSpotter modifies the Subscription Services in a manner which removes or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that ShotSpotter is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Subscription Services fees paid under the Agreement for the subscription term in which this Agreement is terminated. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Subscription Services at the conclusion of Customer's then current term. Customer agrees that ShotSpotter shall not be liable to Customer or to any third party for any modification of the Subscription Services as described in this section.

E. New Applications.

From time to time, at ShotSpotter's discretion, ShotSpotter may release to its customer base, new applications supplemental to the Subscription Services. Customer's use of such new applications shall be subject to the license, warranty, intellectual property, and support terms of this Agreement. Prior to general release, ShotSpotter may request Customer to act as a pre-release test site for new applications, or major upgrades. Provided that Customer agrees in writing to such request, ShotSpotter will provide a pre-release package explaining the details and requirements for Customer's participation.

F. No Use by Third Parties.

Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment of this Agreement as set forth in Section 18 of this Agreement.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

A. ShotSpotter Privacy Policy.

ShotSpotter has structured its technology, processes and policies in such a way as to minimize the risk of privacy infringements from audio surveillance while still delivering important public safety benefits to its customers. These efforts to maintain privacy include the following:

- 1) ShotSpotter will not provide extended audio to customers beyond the audio snippet (1 second of ambient noise prior to a gunshot, the gunshot audio itself, and 1 second after the incident). ShotSpotter will vigorously resist any subpoena or court order for extended audio that goes beyond an audio snippet.
- 2) ShotSpotter will not provide a list or database of the precise location of Sensors to police or the public if requested and will challenge any subpoenas for this location data.

B. ShotSpotter Confidential Information.

Customer acknowledges and agrees that the source code, technology, and internal structure of the Software, Data, and Subscription Services, as well as documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of ShotSpotter, the value of which would be destroyed by disclosure to the public. Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement. Unless prohibited by applicable law, the terms and conditions of this Agreement, including pricing and payment terms shall also be treated as ShotSpotter's confidential information. Customer shall not disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential information and proprietary trade secrets of ShotSpotter in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

C. Customer Confidential Information

During the term of this Agreement or any subsequent renewals, ShotSpotter agrees to maintain Customer information designated by the Customer as confidential to which ShotSpotter gains access in the performance of its obligations under this Agreement, and not disclose such Customer Confidential Information to any third parties except as may be required by law. ShotSpotter agrees that Customer's Confidential Information shall be used solely for the purpose of performing ShotSpotter's obligations under this Agreement.

D. Obligations of the Parties.

The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this

Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not “Classified” or otherwise Government-legended, information. Upon termination of this Agreement the Recipient, as directed by the Discloser, shall either return the Discloser’s Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser.

Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

7. LIMITED WARRANTIES

ShotSpotter warrants that the Software will function in substantial conformity with the ShotSpotter documentation accompanying the Software and Subscription Services. The Software covered under this warranty consists exclusively of the ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface made available to the Customer under this Agreement. ShotSpotter will provide support services as defined in Exhibit B Service Level Agreement.

- A. ShotSpotter further warrants that the Subscription Services, Data, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.
- B. The Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. ShotSpotter cannot control how the Subscription Services are used, and, accordingly, ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that use of the Subscription Services will not violate the privacy rights of third parties. Customer shall be solely responsible for using the Subscription Services in full compliance with applicable law and the rights of third persons.
- C. ShotSpotter does not warrant or represent, expressly or implicitly, that the Software or Subscription Services or its use will: result in the prevention of crime, apprehension or conviction of any perpetrator of any crime, or detection of any criminal; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.
- D. ShotSpotter expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Subscription Services or Reviewed Alerts provided by ShotSpotter, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions, or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the

Customer in reliance, in whole or in part, on any Subscription Services provided by ShotSpotter, including any death, injury, or loss or damage to any property.

- E. Any and all warranties, express or implied, of fitness for high-risk purposes requiring fail-safe performance are hereby expressly disclaimed.
- F. The Parties acknowledge and agree that the Subscription Services is not a consumer good, and is not intended for sale to or use by or for personal, family, or household use.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, SHOTSPOTTER MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. CUSTOMER OBLIGATIONS.

Customer acknowledges and agrees that ShotSpotter's duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer's timely performance of and compliance with Customer's obligations hereunder, including, but not limited to:

- A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A for implementation, and ongoing annual subscription fees. Actual access and use of the ShotSpotter Service shall constitute evidence that the Subscription Services are active, and the final implementation payment is due.

Customer's address for invoicing:

- B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement, including providing assistance to ShotSpotter, as needed in obtaining premise permissions for installation of the Sensors.
- C. Customer shall not permit any alteration, modification, substitution, or supplementation of the ShotSpotter Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the ShotSpotter Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without ShotSpotter's express prior written consent.
- D. Unless otherwise expressly agreed in advance in writing by ShotSpotter, Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the Subscription Services.
- E. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation(s) to ShotSpotter's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

- F. ShotSpotter will assist the Customer in initially setting up passwords and user names for Customer's employees, agents, or representatives to whom Customer designates access to the Subscription Services ("Authorized Users"). Thereafter, Customer shall be responsible for assigning passwords and user names for its Authorized Users. Customer shall be responsible for maintaining the confidentiality and use of Customer's password and user names and shall not allow passwords and/or user names to be shared by Authorized Users; nor shall Customer permit any unauthorized users to access the Subscription Services.
- G. Customer shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY INFRINGEMENT

ShotSpotter will, at its expense, defend and indemnify Customer from and against losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software, when used in accordance with ShotSpotter's user documentation, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to license the ShotSpotter Respond System (collectively "Action"), provided that Customer provides ShotSpotter with reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action including but not limited to any cease and desist demands or warnings, and further provided that Customer cooperates with ShotSpotter and its defense counsel in the investigation and defense of such Action.

ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof. Customer may participate in the defense of such action at its own expense.

This Section 9 shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by ShotSpotter as part of the Subscription Services, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the Customer, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the Subscription Services, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-

infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the Subscription Services for the term in which the Agreement is terminated.

This Section 9 states the entire liability of ShotSpotter and is Customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the Subscription Services, the ShotSpotter Gunshot Detection, Location and Forensic Analysis Service components, and software. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

ShotSpotter shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the gross negligence, or wrongful act, error, or omission of ShotSpotter, its employees, agents, or subcontractors as a result of ShotSpotter's or any of its employees, agents, or subcontractor's performance pursuant to this Agreement. ShotSpotter shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents, or contractors, ShotSpotter's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

In no event shall either Party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other Party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party or any entity has been advised of the possibility of such damages.

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement, ShotSpotter's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this Agreement, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed two (2) times the amount paid to ShotSpotter under this Agreement, or the amount of insurance maintained by ShotSpotter available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

11. DEFAULT AND TERMINATION; REMEDIES

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period.

In addition to the termination provisions in Section 5.C for failure to pay annual Subscription Services fees, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible to cure as provided in the preceding paragraph, ShotSpotter may at its option, effective immediately upon written notice to Customer, either: (i) terminate ShotSpotter's future obligations under this Agreement,

terminate Customer's License to use the Subscription Services and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, Customer shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of ShotSpotter, as well as applicable repossession, shipping, repair, and refurbishing costs.

12. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to ShotSpotter as applicable, of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or ShotSpotter. If exempt from such taxes, Customer shall provide to ShotSpotter written evidence of such exemption. Customer shall also pay any personal property taxes levied by government agencies based upon Customer's use or possession of the items acquired or licensed in this Agreement.

13. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing delivered to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; or delivered in person. A Party's address may be changed by written notice to the other Party.

14. FORCE MAJEURE

In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this Agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout, or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo, or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

15. ENTIRE AGREEMENT

This Agreement and its Exhibits represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

16. GOVERNING LAW

The validity, performance, and construction of this Agreement shall be governed by the laws of the state of Missouri, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply

17. NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, prior, or subsequent breach.

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present or future waiver of any such provisions or the right of either Party to enforce each and every provision.

18. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

19. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

20. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which shall not be unreasonably withheld. Provided, however, that ShotSpotter may assign or transfer this Agreement and/or ShotSpotter's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of ShotSpotter's assets. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without ShotSpotter's express consent.

21. GENERAL PROVISIONS

- A. This Agreement shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be construed as a consent to any assignment by either Party except as provided in Section 18 of this Agreement.

- B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.
- C. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.
- D. The provisions of this Agreement shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.
- E. A facsimile or scanned signature copy of this Agreement and its Exhibits, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.
- F. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

SPRINGFIELD, MO**SHOTSPOTTER, INC.**

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A – SHOTSPOTTER PROPOSAL

ShotSpotter Proposal No.: SPRINGMO012521 (Attached)

EXHIBIT B – SERVICE LEVEL AGREEMENT**ShotSpotter Respond Gunshot Location System****Reviewed Alert Service Levels****Summary**

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. (“ShotSpotter”) and Customer, ShotSpotter commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services¹:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

ShotSpotter will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

The ShotSpotter real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer’s confidence level that the incident is or may be gunfire, will result in an alert (“Reviewed Alert”) sent to the Customer’s dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot “SG” or Multiple Gunshots “MG”) sent to Customer’s dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter Respond App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire (“PG”) Alert sent to Customer’s dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	No alert will be sent; incident available for Customer review in the incident history available through Insight

¹ See attached “ShotSpotter – Definition of Key Terms” for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

Reviewed Alerts are sent to the Customer's dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
 - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
 - Other comments (if any)

The ShotSpotter Respond App, and Insight provide the Customer with full and immediate access to incident history including information ShotSpotter uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter Respond System² will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond ShotSpotter's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that ShotSpotter does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

Service Level Exclusions and Modifications

ShotSpotter takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, ShotSpotter uses fireworks suppression techniques³.

The ShotSpotter sensors send incident information to the ShotSpotter cloud via third party cellular, wireless or wired networks. ShotSpotter is not responsible for outages on the third-party networks.

² Respond service includes all database, applications, and communications services hosted by ShotSpotter, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T, Sprint/T-Mobile, or Customer's Internet Service Provider.

³ ShotSpotter will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. ShotSpotter will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

Service Failure Notification

Should ShotSpotter identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts ShotSpotter's ability to meet the Gunshot Detection & Location standard (above), ShotSpotter will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer's service is affected; and c) the approximate timeframe for resolution. ShotSpotter will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. ShotSpotter does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by ShotSpotter.

Customer must inform ShotSpotter when Verified Incidents of gunfire are missed by the ShotSpotter Respond System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer's dispatch center, patrol car MDTs, and officer smartphones, or Insight.

ShotSpotter – Definition of Key Terms

The ShotSpotter Respond System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the “Coverage Area”, provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$\text{Performance Rate} = \frac{\text{NumberAccuratelyLocated}}{(\text{NumberAccuratelyLocated} + \text{NumberNotDetected} + \text{NumberMislocated})}$$

where the “Performance Rate” is a number expressed as a percentage, “NumberAccuratelyLocated” is the number of “Gunfire Incidents” occurring within the Coverage Area during the specified period for which the ShotSpotter produced an Accurate Location, NumberMislocated is the number of Verified Incidents (a “Verified Incident” is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter produced an inaccurate location (i.e., a Mislocated Incident), and NumberNotDetected is the number of Verified Incidents for which the ShotSpotter failed to report a location at all (i.e., Missed Incidents).

An “Accurate Location” shall mean an incident located by the ShotSpotter to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooters location (25 meters = approximately 82 feet). “Detectable Gunfire” incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer

ShotSpotter performance is guaranteed after a “Statistically Significant” set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. The ShotSpotter system is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Respond System is not a “point protection” system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.

One-rdg. _____
P. Hrngs. _____
Pgs. 25
Filed 03-16-21

Sponsored by Ferguson

First Reading _____

Second Reading _____

COUNCIL BILL 2021- 069

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a contract for the
2 purchase of land located at 404 North Jefferson Avenue, for the
3 purpose of continuing the Jordan Valley Concept Plan for daylighting
4 Jordan Creek; to execute all necessary documents in support
5 thereof; and amending the budget for the Department of Public
6 Works for Fiscal Year 2020-2021 in the amount of \$1,465,000.
7 (Planning and Zoning Commission approved this Request to Acquire,
8 and staff recommends approval).

9 _____
10
11 WHEREAS, the City has identified the daylighting of Jordan Creek as promoting
12 Council priorities of Economic Vitality, Quality of Place, Public Safety, and Fiscal
13 Sustainability and Accountability; and

14
15 WHEREAS, the acquisition of 404 North Jeffereson Avenue is essential for
16 fulfilling this vision based on its location in the Jordan Valley and will connect both
17 existing and future development projects; and

18
19 WHEREAS, funding for this project is from the 1/4-cent Capital Improvement
20 Sales Tax; and

21
22 WHEREAS, the Planning and Zoning Commission reviewed this matter and
23 approved the Request to Acquire Number 535 on March 11, 2021.

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 contract, in substantial conformity to “Exhibit A,” which is attached hereto and
30 incorporated herein by this reference, to purchase the property located at 404 North
31 Jefferson Avenue for the continuing purpose of daylighting Jordan Creek as part of the
32 Jordan Valley Concept Plan, and to do all things necessary to carry out the terms of the
33 contract, provided the form of the contract is approved by the City Attorney.

34
35 Section 2 – City Council hereby authorizes the amendment of the budget of the
36 Department of Public Works for Fiscal Year 2020-2021 in the accounts and in the
37 amounts shown on Budget Adjustment No. 050, said Budget Adjustment to be in the
38 form of “Exhibit B,” which is attached hereto and incorporated herein by this reference.
39

40 Section 3 – This Ordinance shall be in full force and effect from and after
41 passage.
42
43

44 Passed at meeting: _____
45

46
47 _____
48 Mayor

49 Attest: _____, City Clerk
50

51 Filed as Ordinance: _____
52

53
54 Approved as to form: , Assistant City Attorney
55

56
57 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-069

FILED: 03-16-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the acquisition of real property at 404 North Jefferson Avenue and amending the budget of Fiscal Year 2020-2021 for the Department of Public Works in the amount of \$1,465,000 to appropriate fund balance reserves of the 1/4-Cent Capital Improvement Sales Tax to purchase said property ("Exhibit A", "Exhibit 1", "Exhibit 2").

BACKGROUND INFORMATION: This property is essential for fulfilling the community's vision as part of the Jordan Valley Concept Plan for daylighting Jordan Creek and restoring it to a naturalized meandering stream with adjacent open space, wetlands, and a greenway trail. The future project through this property will expand on the current Renew Jordan Creek Phase I project between Main Avenue and Boonville Avenue to reduce flooding through downtown, improve water quality and habitat in Jordan Creek, enhance redevelopment, and continue City Council's priority to make Springfield a desirable, competitive, and economically vibrant place to live.

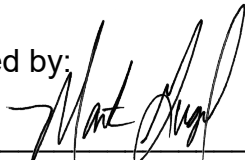
City staff is coordinating with the Missouri Department of Natural Resources ("MDNR") to determine if the State Revolving Fund ("SRF") program could be used to bond these future improvements. The intent would be to include the acquisition costs for this property in the bond and reimburse the fund balance reserves of the 1/4-Cent Capital Improvement Sales Tax. An estimated \$15,000, of the \$1,465,000, will be used for the appraisal, closing, and other administrative costs.

Supports the following City Council Priorities:

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

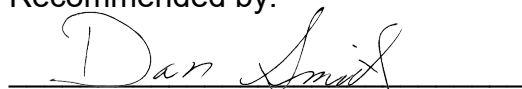
REMARKS: Public Works recommends approval of this Council Bill and budget adjustment.

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

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SELLER	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFC.	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	CLOSING DATE	CONTRACT NUMBER:	
CITY		SELLER	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE (417) 864-2057 FAX (417) 864-1907 E-MAIL: PBLEES@SPRINGFIELDMO.GOV ATTN: PAUL BLEES DEPT: PUBLIC WORKS		Name(s): STORE Master Funding XV, LLC	
		Address: 8377 E. Hartford Drive, Suite 100 Scottsdale, AZ 85255	
		Phone: (480) 256-1100	Fax:
		Attention: Angela DeBellis	
		SSN/Federal Tax ID Number: 82-1009570	

CONTRACT FOR PURCHASE OF REAL ESTATE

1. **PARTIES.** This Contract is made by and between the parties identified above, and effective as of the date and time of final acceptance, hereinafter referred to as Effective Date.
2. **PURPOSE.** The City is engaged in carrying out a public works improvement project known as: **Renew Jordan Creek Phase 2**, hereinafter referred to as "Project," in an area located in the City; and
3. **PROPERTY.** The City has offered to buy and the Seller is willing to sell by special warranty deed the real property commonly known as **404 N. Jefferson Avenue** located in Springfield, Greene County, State of Missouri, more particularly described as follows: (See Exhibit 1), together with all attached improvements located on the property, all of which is the "Property" in this Contract.
4. **PURCHASE.** The City agrees to buy and the Seller agrees to sell the Property upon the terms and conditions as follows:
 - a. **Price.** The City agrees to pay the amount of **One Million Four Hundred Fifty Thousand and no/100 Dollars (\$1,450,000.00)** for the Property, payable by cash, certified check, or electronic transfer in immediately available funds.
 - b. **City's Contingencies.** This agreement is subject to the following contingencies, and City may elect to declare this agreement null and void prior to the closing without obligation or liability to Seller if:
 - (1) An environmental assessment of the property performed by or on behalf of the City discloses that hazardous substances may have been released on the property, or that the property is otherwise contaminated or environmentally impaired. Satisfied.
 - (2) A survey or inspection of the property discloses encroachments, violations of subdivision or other restrictions, boundary line disputes, or rights or claims of third parties in possession, on any portion of the premises, which are unacceptable to City. Satisfied.
 - (3) The request to acquire this property is denied by the Planning and Zoning Commission of the City of Springfield. At the time of the execution of this contract, this property acquisition has not been approved by the Planning and Zoning Commission.
 - (4) City Council does not approve the purchase of the property.
 - (5) The Title Policy contains exceptions unacceptable to City.
 - (6) The City does not have appropriated unencumbered funds necessary to purchase the property.
 - (7) The real estate appraisal is less than the listing price of \$1,450,000. Satisfied.
 - (8) Other Contingencies: None

c. Seller's Contingencies. Seller shall not be obligated to close the Transaction until the fulfillment (or written waiver by Seller) of all of the following conditions:

(1) City shall have delivered to the Title Company the Purchase Price, as adjusted pursuant to the requirements of this Agreement;

(2) City shall have delivered to the Title Company an executed closing settlement statement reflecting the credits, prorations, and adjustments contemplated by or specifically provided for in this Agreement; and

(3) Seller shall have obtained from Tenant a fully executed (i) Lease Termination and (ii) A&R Lease.

(4) City shall have delivered to the Title Company such further documents as may reasonably be required in order to fully and legally close this Transaction

5. SELLER'S REPRESENTATIONS. Sellers represents to City that: (a) except as may be set forth in any document recorded against the Property, Seller has not granted any option or right of first refusal to any party to acquire Seller's ownership interest in the Property; (b) To Seller's knowledge, there are no actions or proceedings pending against or involving Seller before any Governmental Authority which in any way adversely affect or may adversely affect Seller or Seller's ability to perform under this Agreement and the other Transaction Documents. To Seller's actual knowledge, without any duty of investigation or inquiry, there are no actions or proceedings pending before any Governmental Authority with respect to the Property; and (c) That these representations will continue to be true at the closing, unless Seller has given City notice to the contrary in writing prior thereto.

As additional consideration to pass to the City, and as an inducement to the City of Springfield to purchase the real estate herein in its AS IS and WHERE LOCATED CONDITION, effective upon the closing of the sale transaction, the Seller(s) waive(s), release(s), and discharge(s) the City of Springfield, Missouri, its officials, agents and employees, from any and all demands, suits or claims of liability, whether now known or unknown, for personal or bodily injuries, or for property damage, including any damages or costs incidental thereto, or for any invasion or any taking of any property rights, or for the creation of any nuisance, or for any relocation assistance or any other governmental benefits, arising out of, or related in any way whatsoever to any surface or groundwater flooding of the premises, or any portion thereof, or storm water or sanitary sewer line back-ups or similar incidents occurring at any time whatsoever upon, over, under or adjacent to the property to be conveyed herein, the payment being received by Seller(s) from the City under this agreement being in full and complete satisfaction of such claims and for the real estate conveyed. Nothing contained herein shall be construed as constituting any admission of liability by the City of Springfield, Missouri, its officials, agents or employees, with respect to any such occurrences.

6. ADDITIONAL TERMS AND CONDITIONS.

a. Each of the parties represents and warrants to the other that neither party has dealt with, negotiated through or communicated with any broker in connection with this Transaction, except for Ross H. Murray, SIOR, on behalf of Seller. Upon Closing, Seller shall pay a commission pursuant to a separate agreement. The parties' respective obligations under this Section shall survive Closing or termination of this Agreement.

The following Exhibits 1, 2, and 3 as referenced in this Contract, are attached and incorporated herein at the time of acceptance:

Exhibit 1 – Legal Description

Exhibit 2 – Title Commitment – 2020-3001089

Exhibit 3 – Greene County Assessor's Parcel Map – 88-13-13-319-013

7. CLOSING AND POSSESSION.

a. The Closing is the delivery of the Seller's special warranty deed (unless another type of deed is mutually agreed to in writing by the parties) for the purchase price paid by the City after all contingencies have been met and all documents have been signed; and shall take place on or before the **May 21, 2021**, (the Closing Date), unless otherwise agreed to in writing. Closing shall be completed via escrow through the Title Company (defined below).

b. The City shall take possession of the Property at the time of closing, at which time the keys to a clean, vacant property will be delivered to the City. All storage containers, materials, debris, etc. shall be removed from the property prior to closing.

c. Seller(s) acknowledge(s) that sales proceeds shall be disbursed by the Title Company (defined below) simultaneously with the Closing.

8. CLOSING PROCEDURES. Necessary title information shall be ordered by the City within ten (10) days of the Effective Date at the sole cost and expense of the City. The City shall obtain a commitment to insure title in the amount of the purchase price from the following closing company, which is authorized to insure titles in the State of Missouri: **Burcham's Meridian Title Company, 4121 S. Fremont Avenue, Suite 152, Springfield, Missouri 65804 (the "Title Company")**

The commitment shall show merchantable title in Seller in accordance with the Title Examination Standards of the Missouri Bar, subject to encumbrances as provided herein, standard residential subdivision restrictions, covenants, declarations, setback lines, and easements and zoning laws of record as of the Effective Date. The City may, at City's expense, obtain a survey (and shall obtain a survey if required by Title Company). The City shall pay the premium for the title policy. The City may, at City's expense, have the title commitment examined, and if applicable, the City shall provide to Seller in writing any valid objections to title and survey prior to the Closing Date, and Seller, at its sole option, may make commercially reasonable efforts to correct the valid objections within **thirty (30) days** of receipt of request to cure, unless otherwise agreed to in writing. Seller shall have no obligation to cure any title objections provided that if not corrected, the City may waive the objections and close, or elect to terminate the Contract. At closing, Seller shall deliver the special warranty deed, along with all other documents and funds reasonably necessary to complete the Closing, and the City shall deliver cash or certified funds sufficient to satisfy the City's payment obligations and all other documents necessary to complete the Closing. Except as otherwise expressly provided in this Agreement, City shall pay for all costs associated with its diligence activities, including without limitation, the updates (if any) of the Survey and Environmental Report, all transfer or excise taxes, the procurement of any financing (including, without limitation, any mortgage taxes and recording fees related to any mortgages and/or deeds of trust), the premium and all endorsements related to the Title Policy, any search and exam fees related to the Title Policy, recording fees related to the Transaction Documents and any escrow costs. Each party shall pay its own legal and other professional fees. The provisions of this Section shall survive Closing or termination of this Agreement.

9. PRORATION.

- a. There shall be no proration of Insurance, interest, rentals, and association dues.
- b. If there is no closing company involved, the amount due shall be paid by the City out of the Seller's proceeds.
- c. Ad valorem (real estate) taxes are not being collected nor paid to the Greene County Collector's Office in conjunction with this transaction per RSMo 137.100.

10. PROPERTY INSPECTION. The City hereby acknowledges and agrees that as of the date of this Agreement, it has satisfactorily completed all inspections related to the Property.

In connection with any of City's Inspections, (a) City shall promptly repair any damage caused by City's Inspections, (b) fully comply with all laws, ordinances, policies, rules and regulations in connection with such Inspections, and (c) Seller or any representative of Seller shall have the right to be present during any Inspection. City's obligations under this Section shall survive Closing or termination of this Agreement

11. VERIFICATION OF CONDITION. The City shall have the right to make a final inspection of the Property prior to closing, as a contingency of the sale, or solely to confirm that:

- a. Seller has complied with Seller's obligations; and
- b. The property is otherwise in substantially the same condition, subject to normal wear and tear, as on the date of this Agreement, unless otherwise agreed in writing.

12. Condition of Property. Seller and City understand and agree that City's purchase of the Property and other rights to be conveyed, sold, transferred and/or assigned pursuant to this Agreement shall be on an "AS IS" "WHERE IS" physical basis, "WITH ALL FAULTS," without representation or warranty, express or implied, with regard to physical condition, including without limitation, any latent or patent defects, conditions of soils or groundwater, existence or nonexistence of hazardous materials, quality of construction, workmanship, merchantability or fitness for any particular purpose as to the physical measurements or useable space thereof. City hereby acknowledges that City has inspected the Property, and any related financial information to City's satisfaction and that Seller does not plan to conduct its own inspection and shall not be liable for any latent or patent defects in the Property. City affirmatively represents that it has performed to City's satisfaction, a thorough and independent analysis of the Property. City acknowledges that neither Seller nor any representative or agent of Seller has made any representation or warranty as to any of the following: (a) the physical or environmental condition (including surface and subsurface conditions), state of repair, income, expenses, operations of the Property and surrounding property; (b) the assignability, assumability, transferability or validity of any licenses, permits, government approvals, warranties or guaranties relating to the Property or the use and operation thereof; (c) the accuracy or completeness of any information provided by Seller with respect to the Property; (d) compliance or noncompliance with local, state or federal statutes, ordinances, orders or regulations concerning the Property or the use thereof; (e) prior or current operations conducted on the Property; (f) the operation of the business conducted at the Property; (g) ownership or possession of any personal property, appliances, furniture and equipment located on or used in connection with the Property; or (h) any matter or thing affecting or relating to the Property or this Agreement not expressly stated in this Section 1.05. City has not been induced by and has not relied upon any statement, representation or agreement, whether express or implied, not specifically set forth in this Agreement. Seller shall not be liable or bound in any manner by any oral or written statement, representation, warranty, agreement or information pertaining to the Property or this Agreement, made by any agent, employee, tenant or any other Person

13. REMEDIES UPON DEFAULT.

- a. **In General.** Seller or City shall be in default under this Contract if either fails to comply with any material provision within the time limits required by the contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this Contract or extend the time for performance by providing the defaulting party a deadline for curing the default, provided that if the default is the inability of the City to close the purchase because of its lack of appropriated and unencumbered funds, the City may at its option by written notice extend the closing date for a period of not more than sixty (60) days. If this Contract shall not be closed for the fault of Seller, then City may elect to either pursue an

action for specific performance of the Agreement, or terminate this Agreement by giving written notice to Seller and neither party shall have any further obligation or liability, except for the obligations and provisions which are expressly stated to survive termination of this Agreement. If this Contract shall not be closed for the fault of the City, then Seller may elect to terminate this Agreement by giving written notice to City and neither party shall have any further obligation or liability, except for the obligations and provisions which are expressly stated to survive termination of this Agreement.

b. **Loss Prior to Conveyance.** In the event the property is destroyed or partially destroyed by calamity including but not limited to fire, the City may elect at or prior to Closing, to (i) terminate this Agreement, in which event neither City nor Seller shall have any further duties or obligations under this Agreement, except as otherwise provided herein; or (ii) consummate Closing, in which event all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage (less an amount equal to any expense and costs incurred by Seller to repair or restore the Property and any portion paid or to be paid on account of the loss of rents or other income from the Property for the period prior to the Closing Date, all of which shall be payable to Seller), shall be assigned to City at Closing..

14. **CONFLICTS OF INTEREST.** No salaried officer or employee of the City of Springfield, Missouri, and no member of any Board or the City Council of the City shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo Section 105.450 et seq. shall not be violated.

15. **PROVISIONS NOT MERGED WITH DEED.** No provision of this Contract is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the City, or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Contract.

16. **NOTICE.** 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 Seller by one of three different means: Facsimile Transmission (FAX) if both parties have a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the receiving party; or may give notice by any combination of the above methods.

a. The date of notice shall be:

(1) The date upon which notice is hand delivered to the receiving party;

(2) The date of delivery of notice by FAX transmission which 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;

(3) The third day following mailing of the notice, whichever first occurs.

b. It shall be sufficient if notices to the City are addressed to **City Attorney, City of Springfield, 840 Boonville Ave., P.O. Box 8368, Springfield, Missouri 65801.**

c. It shall be sufficient if notices sent to the Seller are addressed to:

Seller: Store Master Funding XV, LLC
8377 E. Hartford Drive, Suite 100
Scottsdale, AZ 85255
Attention: Ms. Angela DeBeillis
Telephone: (480) 256-1100
Email: adebellis@storecapital.com

With a copy to: Kutak Rock LLP
1801 California Street, Suite 3000
Denver, CO 80202
Attention: Lauren E. Hirt, Esq.
Telephone: (303) 297-2400
Email: lauren.hirt@kutakrock.com

17. **Force Majeure.** In the event that a strike, lockout, Act of God, enemy action, war, national emergency, riot, fire, pandemic or other similar exigency which is unforeseeable, not brought about by the lack of diligence of a party, and beyond the reasonable control of a party, which results in the Deed being unable to be recorded by the Title Company in the real property records where the Property is located without additional indemnifications, assurances or gap coverages from the Seller, the Closing shall be delayed in Seller's discretion until such time as the Title Company may duly record the Deed.

18. **HEADINGS.** The headings or captions of this Contract are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the Contract or any provision hereof.

19. **SEVERABILITY.** In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Contract shall be declared invalid by the final and unappealed order, decree or judgment of any court, the City may, at its sole option, set this Contract aside.

20. **VENUE AND JURISDICTION.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

21. **ENTIRE CONTRACT.** This Contract contains the entire Contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

(The remainder of this page intentionally left blank.)

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

CITY OF SPRINGFIELD, MISSOURI

By: 
City Manager or his/her designee

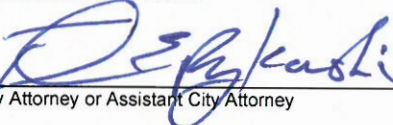
Date: 2/5/21

CERTIFICATE OF DIRECTOR OF FINANCE

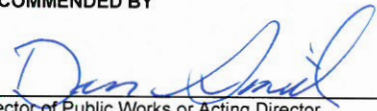
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.


Director of Finance or Acting Director

APPROVED AS TO FORM


City Attorney or Assistant City Attorney

RECOMMENDED BY


Director of Public Works or Acting Director

mg 2/5/21

By signing this contract, Seller(s) certifies that he/she is not presently employed by the City of Springfield or City Utilities of Springfield.

THIS AGREEMENT CONTAINS A RELEASE OF CLAIMS. SELLER(S) ACKNOWLEDGE(S) THAT HE/SHE/THEY HAVE READ AND FULLY UNDERSTAND THE RELEASE AND ARE IN AGREEMENT WITH ITS TERMS.

SELLER: STORE Master Funding XV, LLC, a Delaware limited liability company

Signature:



Date:

2/9/21

Signature:

Date:

EXHIBIT 1

LEGAL DESCRIPTION

Commencing at the Southeast corner of Jefferson Avenue and Phelps Street in the City of Springfield, Missouri; thence Southeasterly along the East line of Jefferson Avenue, a distance of 62.3 feet to a point 8.5 feet South of the centerline of Team Track No. (2) for a point of beginning; thence Northeasterly and running 8.5 feet parallel to the centerline of said Team Track No. (2), a distance of 542.95 feet to the East line of Benton Avenue, as per recorded plat of Harwood, Lisenby and Boyd's Addition to the City of Springfield, Missouri; said point being 33.5 feet South of the South line of Phelps Street; thence South and along the East line of said Benton Avenue, a distance of 106.2 feet; thence Southeasterly and making an angle of 20°10' to the left from the last described course, a distance of 141.15 feet to a point 10 feet Northerly of the centerline of the passenger connection tract of the Old St. Louis-San Francisco Railway Company (now the Burlington Northern Railroad Company); thence Southwesterly and running 10 feet parallel to the centerline of said passenger connection track, a distance of 292.35 feet to a point of intersection with said railroad right-of-way line of the main track and also being the North line of Mill Street; thence Westerly along said railroad right-of-way and said North line of Mill Street, a distance of 299.45 feet to a point 23 feet East of the East line of Jefferson Avenue; thence Northeasterly and parallel to said Jefferson Avenue, a distance of 14 feet; thence West and parallel to the North line of Mill Street, a distance of 23 feet to the East line of Jefferson Avenue; thence Northeasterly along the East line of Jefferson Avenue, a distance of 257.25 feet to the point of beginning, being a part of the SE 1/4 of the SW 1/4 of Section 13, Township 29 North, Range 22 West in the City of Springfield, Green County, Missouri and being a part of Block "A" and vacated streets therein, Harwood, Lisenby and Boyd's Addition to the City of Springfield, Greene County, Missouri, EXCEPT the coal, oil, gas, casinghead gas and all ores and minerals of every kind and nature underlying the surface of said land and all rights and easements in favor of the estate of said coal, oil, casinghead gas and all ores and minerals of every kind and nature.

As surveyed description:

COMMENCING AT THE SOUTHEAST CORNER OF JEFFERSON AVENUE AND PHELPS STREET IN THE CITY OF SPRINGFIELD, MISSOURI; THENCE S 05°45'22" W 62.30' TO A POINT OF BEGINNING; THENCE S 89°07'44" E 224.05' TO A POINT, THENCE N 89°45'44" E 90.17' TO A POINT, THENCE N 87°02'59" E 52.45' TO A FOUND 5/8" REBAR, THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1005.60', A

DELTA ANGLE OF 10°07'20", AND A ARCH LENGTH OF 177.65' TO A SET 1/2" PIN; THENCE S 02°28'09" W 106.20' ALONG THE EAST LINE OF SAID BENTON AVENUE TO A SET 1/2" PIN ; THENCE S 17°45'21" E 141.15' TO A SET 1/2" PIN; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 976.37', A DELTA ANGLE OF 17°09'21", AND A ARCH LENGTH OF 292.35' TO A FOUND 5/8" REBAR; THENCE N 89°14'40" W 299.27' TO A FOUND CHISELED X IN THE CONCRETE; THENCE N 05°45'22" E 14.00' TO A FOUND CHISELED X IN THE CONCRETE; THENCE N 89°12'04" W 22.79' TO A SET 1/2" REBAR; THENCE N 05°45'22" E 255.88' TO A FOUND 1/2" REBAR AND BEING THE POINT OF BEGINNING, BEING 3.44 ACRES, MORE OR LESS, SAID LAND BEING A PART OF BLOCK "A" AND VACATED STREETS THEREIN, HARWOOD, LISENBY AND BOYD'S ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT THE COAL, OIL, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE. BEING THE SAME LAND AS DESCRIBED IN TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT FILE NO.: 186139, WITH AN EFFECTIVE DATE OF JUNE 13, 2018 AT 8:00 A.M.

Exhibit 1



Transaction Identification Data for reference only:

Issuing Agent: Meridian Title Company
Issuing Office: 4121 South Fremont Avenue, Suite 152, Springfield, MO 65804
ALTA® Universal ID: 1026728
Loan ID Number:
Issuing Office File Number: TITLE-2020-3001089
Commitment Number: TITLE-2020-3001089
Revision Number:
Property Address: 404 North Jefferson Avenue, Springfield, MO 65806

SCHEDULE A

1. Commitment Date: 11/30/2020 at 8:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy \$

PROPOSED INSURED: City of Springfield, Missouri

(b) ALTA Loan Policy \$

PROPOSED INSURED:

3. The estate or interest in the Land described or referred to in this Commitment is: fee simple.

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

Store Master Funding XV, LLC a Delaware LLC subject to the leasehold interest of ACS OPCO LLC a Delaware LLC

5. The Land is described as follows:

Property description set forth in "Exhibit A" attached hereto and made a part hereof.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

A handwritten signature in cursive script, appearing to read "Amy Isaacson".

By: _____

Amy Isaacson

Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment for Title Insurance 8-1-16

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. This agent requires a copy of the Operating Agreement and a Certificate of Good Standing for the Limited Liability Company acting as proposed buyer and/or seller.
6. All buyer/borrower and/or seller documents must be signed by authorized signer for Store Master Funding XV, LLC.
7. All buyer/borrower and/or seller documents must be signed by authorized signer for City of Springfield, Missouri.

Duly authorized and executed Deed from Store Master Funding XV, LLC a Delaware LLC, to City of Springfield, Missouri, to be executed and recorded at closing.

8. A Deed of Trust from Store Master Funding XV, LLC a Delaware LLC to Martin Leigh Attorneys PC, Trustee(s), securing an indebtedness to Citibank NA, in the amount of \$1,183,790.00, dated September 25, 2018 and recorded on September 28, 0218 in Book 2018, Page 35552-18 in the official records of Greene County Recorder.
9. Payment of all real estate taxes through and including those for the year 2020.
10. Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture and/or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
11. If mechanic's lien coverage is desired on the loan policy, satisfactory evidence should be supplied to the title insurance company that improvements and/or repairs or alterations thereto are completed; that contractors, subcontractors, labor of materialmen and materials are all paid; have released of record all liens or notice of intent to perfect a lien for labor or material, if any. The company must be given notice if any structures located on the subject property have had any of the above mentioned services provided within the last twelve (12) months.
12. The company will extend survey coverage to purchase money lenders and refinancing lenders on one-to-four family residential property, and will not require the production of a survey or property inspection report. This coverage will be extended without additional premium. The only requirement is the execution for our benefit of

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ALTA Commitment for Title Insurance 8-1-16





a statement or affidavit from the seller and/or borrower regarding their knowledge of any survey or boundary issues with the subject property.

13. Closing Information: If the closing on the subject property is to be conducted by Burcham's Meridian Title, LLC, we require all monies due from the purchase to be in the form of a cashier's check or certified funds. We will require a wire transfer be made payable to Burcham's Meridian Title, LLC coming from a financial institution located in a state other than Missouri. If the sale proceeds or any "payoff" pursuant to the closing requires "good funds", then monies received by us for such must be by bank or wire transfer. The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire", we cannot accept financial responsibilities for delays in the clearing of funds. This requirement is in accordance with Senate Bill 664 signed by the Governor, July 10, and which became effective on August 28, 1996.
14. This agent reserves the right to make further requirements.

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ALTA Commitment for Title Insurance 8-1-16





SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. All assessments and taxes due in 2021, and thereafter. Taxes of \$8551.29 due in 2020 are marked as NOW DUE AND PAYABLE BUT NOT YET DELINQUENT. 2021 Taxes are neither due nor payable. Tax ID: 88-13-13-319-013
8. Covenants, conditions, and restrictions as set forth in instrument recorded but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons
9. Subject to Easements, Restrictions and Building Set Back Lines that may be filed for record according to the Plat filed in Plat Book B Page 86-87, Greene County Recorder's Office.
10. Subject to a Memorandum of Lease recorded in Book 2018 Page 35553-18, Greene County Recorder's Office.
11. Subject to a Right of Way Easement recorded in Book 2050 Page 1641 and Book 2050 Page 1643, Greene County Recorder's Office.
12. Subject to a Lease recorded in Book 686 Page 539, Greene County Recorder's Office.

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ALTA Commitment for Title Insurance 8-1-16





13. Subject to an Ordinance recorded in Book 1500 Page 330, Greene County Recorder's Office.
14. Subject to a Survey recorded in Book 686 Page 539, Greene County Recorder's Office.
15. Subject to Ordinance 2628, 806, 345, and 1557, Greene County Recorder's Office.
16. Subject to consequences arising from any final decree determining that only an easement was acquired, but that if this occurred, the policy would be deemed to insure an easement only estate.

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ALTA Commitment for Title Insurance 8-1-16





EXHIBIT A
Property Description

Issuing Office File No.: TITLE-2020-3001089

Commencing at the Southeast corner of Jefferson Avenue and Phelps Street in the City of Springfield, Missouri; thence Southeasterly along the East line of Jefferson Avenue, a distance of 62.3 feet to a point 8.5 feet South of the centerline of Team Track No. (2) for a point of beginning; thence Northeasterly and running 8.5 feet parallel to the centerline of said Team Track No. (2), a distance of 542.95 feet to the East line of Benton Avenue, as per recorded plat of Harwood, Lisenby and Boyd's Addition to the City of Springfield, Missouri, said point being 33.5 feet South of the South line of Phelps Street; thence South and along the East line of said Benton Avenue, a distance of 106.2 feet; thence Southeasterly and making an angle of 20°10' to the left from the last described course, a distance of 141.15 feet to a point 10 feet Northerly of the centerline of the passenger connection tract of the Old St. Louis-San Francisco Railway Company (now Burlington Northern Railroad Company); thence Southwesterly and running 10 feet parallel to the centerline of said passenger connection track, a distance of 292.35 feet to a point of intersection with said railroad right of way line of the main track and also being the North line of Mill Street; thence Westerly along said railroad right of way and said North line of Mill Street, a distance of 299.45 feet to a point 23 feet East of the East line of Jefferson Avenue; thence Northeasterly and parallel to said Jefferson, a distance of 14 feet; thence West and parallel to the North line of Mill Street, a distance of 23 feet to the East line of Jefferson Avenue; thence Northeasterly along the East line of Jefferson Avenue, a distance of 257.25 feet to the point of beginning, all being a part of Block "A" and vacated streets therein, Harwood, Lisenby and Boyd's Addition to the City of Springfield, Greene County, Missouri, Except the coal, oil, casinghead gas and all ores and minerals of every kind and nature underlying the surface of said land and all rights and easements in favor of the estate of said coal, oil, casinghead gas and all ores and minerals of every kind and nature.

TOGETHER WITH any additional property included in the description in the attached Exhibit "A-1" taken from the current survey of the Property, provided that any such additional property is conveyed without any warranties of title or otherwise.

COMMENCING AT THE SOUTHEAST CORNER OF JEFFERSON AVENUE AND PHELPS STREET IN THE CITY OF SPRINGFIELD, MISSOURI; THENCE S 05°45'22" W 62.30' TO A POINT OF BEGINNING; THENCE S 89°07'44" E 224.05' TO A POINT, THENCE N 89°45'44" E 90.17' TO A POINT, THENCE N 87°02'59" E 52.45' TO A FOUND 5/8" REBAR, THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1005.60', A DELTA ANGLE OF 10°07'20", AND A ARCH LENGTH OF 177.65' TO A SET 1/2" PIN; THENCE S 02°28'09" W 106.20' ALONG THE EAST LINE OF SAID BENTON AVENUE TO A SET 1/2" PIN; THENCE S 17°45'21" E 141.15' TO A SET 1/2" PIN; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 976.37', A DELTA ANGLE OF 17°09'21", AND A ARCH LENGTH OF 292.35' TO A FOUND 5/8" REBAR; THENCE N 89°14'40" W 299.27' TO A FOUND CHISELED X IN THE CONCRETE; THENCE N 05°45'22" E 14.00' TO A FOUND CHISELED X IN THE CONCRETE; THENCE N 89°12'04" W 22.79' TO A SET 1/2" REBAR; THENCE N 05°45'22" E 255.88' TO A FOUND 1/2" REBAR AND BEING THE POINT OF BEGINNING, BEING 3.44 ACRES, MORE OR LESS, SAID LAND BEING A PART OF BLOCK "A" AND VACATED STREETS THEREIN, HARWOOD, LIENBY AND BOYD'S ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT THE COAL, OIL, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE.

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ALTA Commitment for Title Insurance 8-1-16





BEING THE SAME LAND AS DESCRIBED IN TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT FILE NO.: 186139, WITH AN EFFECTIVE DATE OF JUNE 13, 2018 AT 8:00 A.M.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance 8-1-16



Electronically Recorded

035551-18 28 Sep 2018 08:54:14 AM



Book: 2018
Page: 035551-18
5 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Cheryl Dawson Spaulding
Cheryl Dawson-Spaulding
Recorder of Deeds

lcunningham

Title of Document: Special Warranty Deed

Date of Document: September 25, 2018

Grantor(s): WLM RE HOLDCO LLC, a Delaware limited liability company

Grantee(s): STORE MASTER FUNDING XV, LLC, a Delaware limited liability company

Mailing Address(s): 8377 E. Hartford Dr., Suite 100
Scottsdale, Arizona 85255

Legal Description: See Exhibit "A"

Reference Book and Page(s):

Subject to the leasehold interest of
27 see 2018 / 35553-10

After recording mail to:
Fidelity National Title Group
Attn: Leslie Flowers
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339

Chicago Title
186139

STORE/Meek's
Special Warranty Deed
404 N. Jefferson Ave., Springfield, MO 65806
File No. 7210/02-635.31

SPECIAL WARRANTY DEED

THIS INDENTURE, is made on the 25th day of September, 2018, by and between WLM RE HOLDCO LLC, a Delaware limited liability company ("Grantor") and STORE MASTER FUNDING XV, LLC, a Delaware limited liability company with an address of 8377 E. Hartford Dr., Suite 100, Scottsdale, Arizona 85255 ("Grantee").

WITNESSETH, that Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to them paid by the Grantee, the receipt of which is hereby acknowledged, do by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantee, their successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the City of Springfield, County of Greene and State of Missouri, to wit:

The real property set forth on Exhibit "A" (the "Property").

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in any wise appertaining, unto the Grantee, and unto their successors and assigns forever; and Grantor hereby covenanting that the said Property is free and clear of any encumbrances, liens, or judgments incurred, created, done, or suffered by Grantor, and that Grantor will warrant and defend the title to the said Property unto Grantee and unto Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under Grantor, except as follows: taxes for the year 2018 and all subsequent years, easements, zoning ordinances and other restrictions of record.

[SIGNATURE PAGE FOLLOWS]

STORE/Meek's
Special Warranty Deed
404 N. Jefferson Ave., Springfield, MO 65806
File No. 7210/02-635.31

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

WLM RE HOLDCO LLC, a Delaware limited liability company

By: Michael A. Meek
Michael A. Meek, Manager

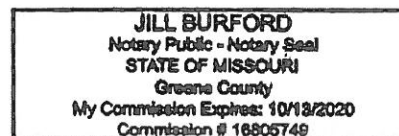
STATE OF Missouri)
COUNTY OF Greene) ss.

On this 18 day of September, 2018, before me personally appeared Michael A. Meek, to me personally known, who being duly sworn, did say that he is the Manager of WLM RE HOLDCO LLC, a Delaware limited liability company (the "Company"), and that he executed the foregoing instrument in the name of the Company, and that he had the authority to sign the same and acknowledged said instrument to be the free act and deed of the Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Jill Burford
Notary Public
Jill Burford
Printed Name

My commission expires: 10/13/2020



STORE/Meek's
Special Warranty Deed
404 N. Jefferson Ave., Springfield, MO 65806
File No. 7210/02-635.31

EXHIBIT "A"
LEGAL DESCRIPTION

Commencing at the Southeast corner of Jefferson Avenue and Phelps Street in the City of Springfield, Missouri; thence Southeasterly along the East line of Jefferson Avenue, a distance of 62.3 feet to a point 8.5 feet South of the centerline of Team Track No. (2) for a point of beginning; thence Northeasterly and running 8.5 feet parallel to the centerline of said Team Track No. (2), a distance of 542.95 feet to the East line of Benton Avenue, as per recorded plat of Harwood, Lisenby and Boyd's Addition to the City of Springfield, Missouri, said point being 33.5 feet South of the South line of Phelps Street; thence South and along the East line of said Benton Avenue, a distance of 106.2 feet; thence Southeasterly and making an angle of 20°10' to the left from the last described course, a distance of 141.15 feet to a point 10 feet Northerly of the centerline of the passenger connection tract of the Old St. Louis-San Francisco Railway Company (now Burlington Northern Railroad Company); thence Southwesterly and running 10 feet parallel to the centerline of said passenger connection track, a distance of 292.35 feet to a point of intersection with said railroad right of way line of the main track and also being the North line of Mill Street; thence Westerly along said railroad right of way and said North line of Mill Street, a distance of 299.45 feet to a point 23 feet East of the East line of Jefferson Avenue; thence Northeasterly and parallel to said Jefferson, a distance of 14 feet; thence West and parallel to the North line of Mill Street, a distance of 23 feet to the East line of Jefferson Avenue; thence Northeasterly along the East line of Jefferson Avenue, a distance of 257.25 feet to the point of beginning, all being a part of Block "A" and vacated streets therein, Harwood, Lisenby and Boyd's Addition to the City of Springfield, Greene County, Missouri, Except the coal, oil, casinghead gas and all ores and minerals of every kind and nature underlying the surface of said land and all rights and easements in favor of the estate of said coal, oil, casinghead gas and all ores and minerals of every kind and nature.

TOGETHER WITH any additional property included in the description in the attached Exhibit "A-1" taken from the current survey of the Property, provided that any such additional property is conveyed without any warranties of title or otherwise.

EXHIBIT "A-1"

SURVEY LEGAL DESCRIPTION

COMMENCING AT THE SOUTHEAST CORNER OF JEFFERSON AVENUE AND PHELPS STREET IN THE CITY OF SPRINGFIELD, MISSOURI; THENCE S 05°45'22" W 62.30' TO A POINT OF BEGINNING; THENCE S 89°07'44" E 224.05' TO A POINT, THENCE N 89°45'44" E 90.17' TO A POINT, THENCE N 87°02'59" E 52.45' TO A FOUND 5/8" REBAR, THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1005.60', A DELTA ANGLE OF 10°07'20", AND A ARCH LENGTH OF 177.65' TO A SET 1/2" PIN; THENCE S 02°28'09" W 106.20' ALONG THE EAST LINE OF SAID BENTON AVENUE TO A SET 1/2" PIN; THENCE S 17°45'21" E 141.15' TO A SET 1/2" PIN; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 976.37', A DELTA ANGLE OF 17°09'21", AND A ARCH LENGTH OF 292.35' TO A FOUND 5/8" REBAR; THENCE N 89°14'40" W 299.27' TO A FOUND CHISELED X IN THE CONCRETE; THENCE N 05°45'22" E 14.00' TO A FOUND CHISELED X IN THE CONCRETE; THENCE N 89°12'04" W 22.79' TO A SET 1/2" REBAR; THENCE N 05°45'22" E 255.88' TO A FOUND 1/2" REBAR AND BEING THE POINT OF BEGINNING, BEING 3.44 ACRES, MORE OR LESS, SAID LAND BEING A PART OF BLOCK "A" AND VACATED STREETS THEREIN, HARWOOD, LIENBY AND BOYD'S ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT THE COAL, OIL, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE. BEING THE SAME LAND AS DESCRIBED IN TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT FILE NO.: 186139, WITH AN EFFECTIVE DATE OF JUNE 13, 2018 AT 8:00 A.M.

STORE/Meek's
Special Warranty Deed
404 N. Jefferson Ave., Springfield, MO 65806
File No. 7210/02-635.31

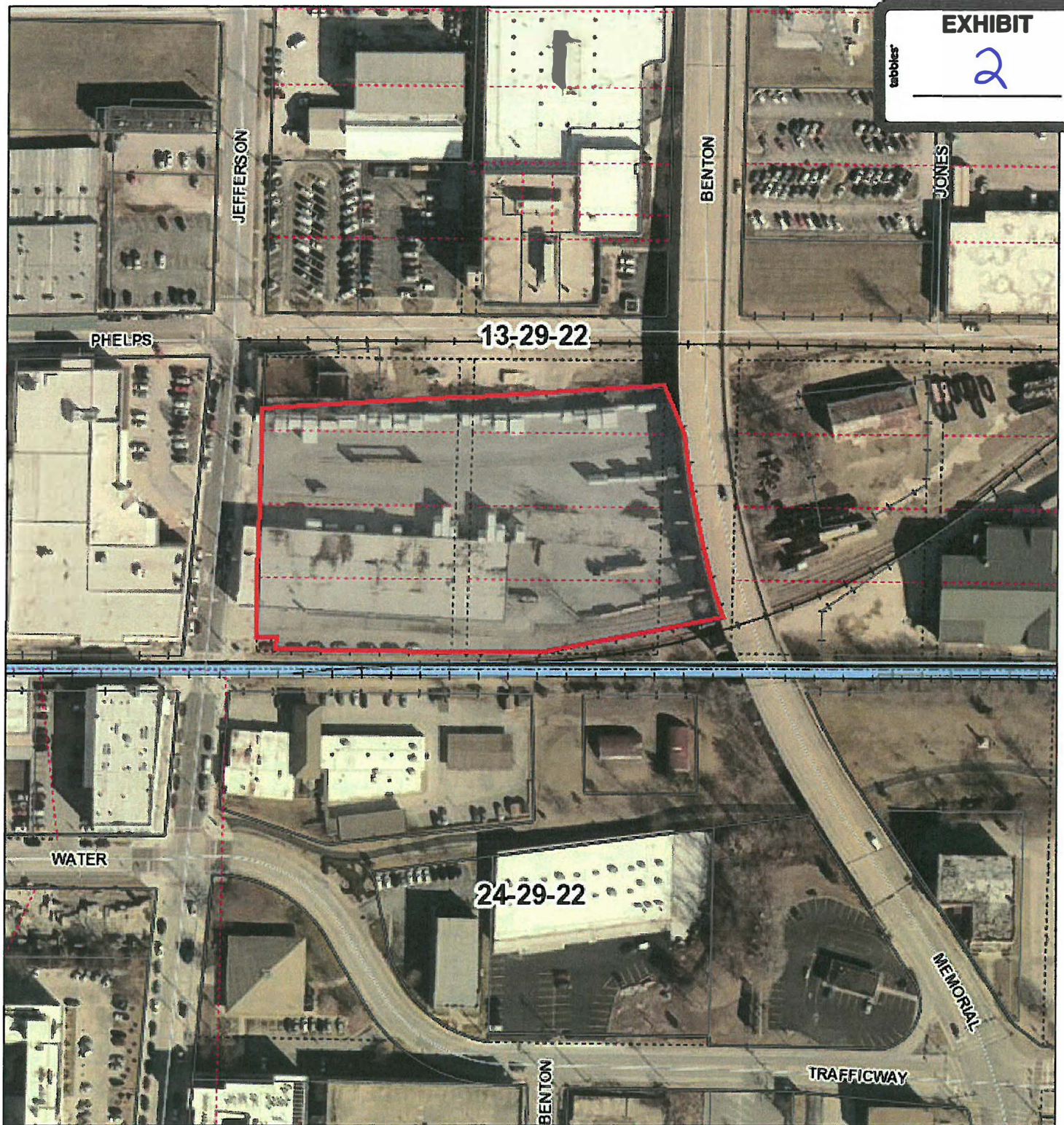
1313319013

404 N JEFFERSON AVE, SPRINGFIELD

EXHIBIT

2

tabbles



November 18, 2020

1:2,373

0 0.02 0.04 0.08 mi
0 0.03 0.06 0.12 km

City of Springfield GIS

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
050

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
41060	20	73020	508540	000000	00000	\$ 625,000	Acquisition of Real Property at 404 N. Jefferson Avenue
41080	20	73020	508540	000000	00000	840,000	Acquisition of Real Property at 404 N. Jefferson Avenue
Net Expenditure Adjustment						\$ 1,465,000	

Fund Balance Appropriation:

Fund	Title	Amount
41060	1/4-Cent Capital Imp. Sales Tax	\$ (625,000)
41080	1/4-Cent Capital Imp. Sales Tax	\$ (840,000)

Explanation: To amend the FY2020-21 budget by appropriating fund balance reserves of the 1/4-Cent Capital Improvement Sales Tax for real property acquisition of 404 N. Jefferson Avenue for the future Renew Jordan Creek Phase II project.

Requested By:

Dan Smith 03/16/21
Department Head Date

Approved By:

D. J. Hill 03/16/21
Director of Finance Date
Jason C. Hays 03/16/21
City Manager Date

Authorization:

Council Bill No. 2021-069
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 47
Filed: 03-16-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 070

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the proposed 2021 Supplemental Overflow Control Plan to comply
2 with the Amended Consent Judgment; authorizing the City Manager
3 to submit the proposed Supplemental Overflow Control Plan to the
4 Missouri Department of Natural Resources for approval; and
5 authorizing the City Manager to work with the Missouri Department of
6 Natural Resources and the Missouri Attorney General's office to jointly
7 file a motion with the Greene County Circuit Court to obtain court
8 approval of the 2nd Amended Consent Judgment and 2021
9 Supplemental Overflow Control Plan.

10
11
12 WHEREAS, in 1995 the City entered into a Consent Judgment with the Missouri
13 Department of Natural Resources ("MDNR") pursuant to the Clean Water Act ("CWA")
14 to improve infrastructure, maintenance and the capacity of the sanitary sewer collection
15 and treatment facilities of the City, which the City met or exceeded in 2008; and
16

17 WHEREAS, thereafter the City and MDNR successfully negotiated an Amended
18 Consent Judgment ("ACJ") for the next phase of work necessary to comply with federal
19 and state mandates to further minimize sanitary sewer overflows ("SSOs"), which ACJ
20 was filed and approved in Greene County Circuit Court on or about May 7, 2012 (Case
21 No. 31185CC1941); and
22

23 WHEREAS, the ACJ included two main parts: an Early Action Plan ("EAP")
24 investing \$50 million over seven years, which was successfully completed in 2018, and
25 a long-term Overflow Control Plan ("OCP") investing \$75 million in Foundation Projects
26 between 2015 and 2020 and \$125 million in an Advanced Action Plan phase between
27 2021 and 2025. Thereafter, the OCP required a re-evaluation of the City's wastewater
28 system needs and submittal of an updated OCP to MDNR for approval of the next
29 phase of work that might be needed to comply with federal and state mandates; and
30

31 WHEREAS, following the principals of adaptive management and the City's
32 innovative Integrated Plan ("IP") for the environment, the City has analyzed the work
33 performed and new data acquired during the EAP and Foundation Project phases and

has recognized opportunities to adjust future phases of the OCP to optimize expected return on investment. The City has subsequently proposed changes to the OCP to be made before advancing further with the Advanced Action Plan phase, and MDNR has concurred with the proposed change in timing; and

WHEREAS, the City's recommended Supplemental OCP proposes investing \$300 million over the next fifteen years, ending in 2035. Said proposed Supplemental OCP will combine the previously approved \$125 million Advanced Action Plan with an additional \$175 million, and add ten year to the compliance schedule; and

WHEREAS, while expensive, the \$300 million, 15-year recommended Supplemental OCP is fully consistent with and does not undermine the City's ongoing integrated planning to look at all of Springfield's environmental mandates in a holistic manner and will provide a predictable sewer rate structure for the next 15 years; and

WHEREAS, the ACJ requires the City to submit the proposed Supplemental OCP to MDNR for approval, and thereafter to the Greene County Circuit Court for approval.

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

Section 1 – The proposed Supplemental OCP investing \$300 million over the next fifteen years, or until 2035, is hereby approved.

Section 2 – The City Manager is hereby authorized to submit the proposed Supplemental OCP to MDNR for approval, said Supplemental OCP to be substantially similar to the Supplemental OCP attached hereto as "Exhibit A," and to do those things necessary to obtain MDNR approval and carry out the intent of the Supplemental OCP.

Section 3 – The City Manager is hereby authorized to work with the Missouri Department of Natural Resources and Missouri Attorney General's office to file a Joint Motion to Approve the 2nd Amended Consent Judgment, substantially in the form of that attached hereto as "Exhibit B," and Supplemental OCP, with the Greene County Circuit Court for approval, and to do those things necessary to carry out the intent of obtaining approval of the 2nd Amended Consent Judgment and Supplemental OCP.

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

Passed at meeting: _____

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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: *Jim Millington*, Deputy City Attorney

Approved for Council action: *Jason A. Page*, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 070

FILED: 03-16-21

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To approve a Supplemental Overflow Control Plan ("SOCP") to be substantially in the form and content as "Exhibit A" and to authorize the City Manager to do all things necessary to work with the Missouri Department of Natural Resources ("MDNR") and Missouri Attorney General's office ("AGO") to jointly file a Second Amended Consent Judgment ("2nd ACJ") with the Greene County Circuit Court to be substantially in the form and content as "Exhibit B." The proposed 2nd ACJ will replace the current Amended Consent Judgment ("ACJ") and will implement state and federally mandated upgrades, rehabilitation, and enhancement of the City's wastewater collection and treatment systems to further minimize capacity-related sewer overflows which occur in response to heavy rains.

BACKGROUND INFORMATION: In 1995, the City of Springfield entered into a cooperative Consent Judgment with MDNR pursuant to the Clean Water Act ("CWA") to expend funds toward improvement of infrastructure, maintenance, and capacity of the sanitary sewer collection and treatment facilities. The City met or exceeded the requirements of the 1995 Consent Judgment by 2008. Thereafter, the City and MDNR successfully negotiated an ACJ for the next phase of work necessary to comply with federal and state mandates to further minimize sanitary sewer overflows ("SSOs"); the ACJ was approved by the Greene County Circuit Court on or about May 7, 2012 (Case No. 31195CC1941).

The ACJ included two main parts: An Early Action Plan ("EAP") which included \$50 million in investments over seven years and was completed in or around 2018, and a Long-Term Overflow Control Plan which was approved by City Council and filed with the Greene County Circuit Court on May 1, 2015. The OCP committed to invest \$200 million over a 10-year period with \$75 million occurring during a Foundation Projects Phase between 2015 and 2020 and \$125 million occurring during an Advanced Action Plan ("AAP") phase between 2021 and 2025. Since the OCP was not expected to be sufficient to meet all the goals of the ACJ, the OCP also included a requirement for reevaluation and submittal of an updated plan by July of 2025 for Phase 3 improvements for the period beyond 2025.

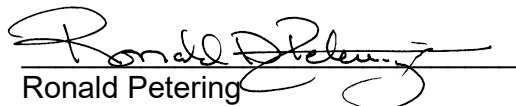
Since the approval of the OCP, the City has successfully completed the Foundation Projects Phase and has been actively gathering data, analyzing results of completed work, and engaging in Integrated Planning for the future. This analysis has allowed the City to see the efficacy of work performed and the need to adjust their investment strategy during the AAP for optimal results. At this point in implementation of the OCP, and in view of the ongoing analysis of data and work performed, the City is proposing to modify the OCP AAP Phase with a Supplemental Overflow Control Plan ("SOCP") that will establish the remaining level of investment at \$300 million and extend the compliance schedule with a re-evaluation date of 2035. The new \$300 million investment commitment replaces the remaining \$125 million of investment required by the OCP (2021-2025) for a net increase in investment commitment of \$175 million and adds ten years to the compliance schedule.

The SOCP will allow the City to extend the current compliance schedule to make sound investments in the sewer system, using adaptive management, while improving water quality. The existing Advanced Action Phase of the OCP requires an average investment of \$25 million over a 5-year period followed by an undetermined investment requirement for subsequent years whereas the proposed SOCP requires an average investment of \$20 million over a 15-year period. The proposed SOCP is an extension of the City's successful efforts to reduce sanitary sewer overflows (SSOs) and improve water quality. Based on the City's innovative Integrated Plan, investments toward improving the sewer system and water quality are developed using an adaptive management process that attempts to achieve maximum benefit to the community for the lowest overall cost. Based on the current financial projections for the sewer fund, the investments outlined in the proposed SOCP can be supported by the revenue generated by the currently ratified rate structure and should allow future rate increases, beyond the currently approved rates, to be more closely aligned with inflation. This change should allow the City to meet its regulatory obligations under the 2nd ACJ while providing a predictable sewer rate structure for the next 15 years.

Springfield is not alone in spending large sums of money toward their sewer system. Cities across the nation are facing similar state or federal consent judgments to eliminate sewer overflows during wet weather. In Missouri, many other cities are facing even larger consent judgments, some reaching several billion dollars. To facilitate the proposed, modified strategy, the City will need to work with MDNR and the AGO to jointly file a 2nd ACJ with the Greene County Circuit Court for court approval.

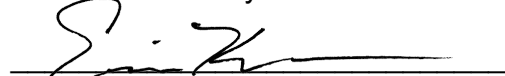
REMARKS: The proposed 2021 Supplement to the OCP is the culmination of many years of work and will allow Springfield to meet its regulatory obligations while maintaining reasonable, predictable sewer rates for the next 15 years. Environmental Services recommends approval of the 2021 Supplemental Overflow Control Plan and proceeding with filing of a 2nd ACJ.

Submitted by:



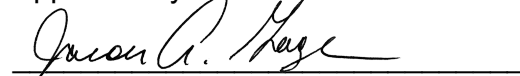
Ronald Petering
Assistant Director of Environmental Services

Recommended by:



Erin Kemper
Director of Environmental Services

Approved by:



Jason Gage
City Manager



AMENDED CONSENT JUDGMENT

GREENE COUNTY CIRCUIT COURT NO. 31195CC1941

OVERFLOW CONTROL PLAN 2021 SUPPLEMENT

PREPARED BY

City of Springfield Environmental Services

MARCH 3, 2021

Table of Contents

1.0	Introduction.....	1
2.0	Overflow Control Plan – Status of Current Progress.....	2
2.1	Early Action Plan.....	2
2.2	Foundation Projects.....	2
2.3	Success Under EAP and Foundation Project Phases	3
2.3.1	Increased Staffing	3
2.3.2	Leveraged Technology.....	3
2.3.3	Outreach	4
2.3.4	Flow Reductions	4
2.4	Advanced Action Projects.....	6
3.0	Factors Shaping a Supplemental AAP Proposal	8
3.1	Refined Modeling is Changing SSO Project Priorities	8
3.2	Integrated Planning	9
3.3	Sustainable Wastewater Utility.....	9
3.4	Affordability Considerations	10
3.5	Summary	10
4.0	Supplemental Project List	11
4.1	Overview.....	11
4.2	PRIVATE SEWER REPAIR PROGRAM.....	14
4.2.1	Project Schedule 2021-2025	14
4.2.2	Project Schedule 2026-2030	15
4.2.3	Project Schedule 2031-2035	15
4.3	MS4 COMPLIANCE.....	15
4.3.1	Project Schedule 2021-2025	16
4.3.2	Project Schedule 2026-2030	16
4.3.3	Project Schedule 2031-2035	17
4.4	COLLECTION SYSTEM RENEWAL.....	17
4.4.1	Project Schedule 2021-2025	19
4.4.2	Project Schedule 2026-2030	20
4.4.3	Project Schedule 2030-2035	20
4.5	COLLECTION SYSTEM OPTIMIZATION	21
4.5.1	Project Schedule 2021-2025	22
4.5.2	Project Schedule 2026-2030	22
4.5.3	Project Schedule 2031-2035	23
4.6	TARGETED SSO REDUCTION	23

| **2021 Supplement**

4.6.1	Project Schedule 2021-2025	23
4.6.2	Project Schedule 2026-2030	27
4.6.3	Project Schedule 2031-2035	28
4.7	TREATMENT PLANT RENEWAL	28
4.7.1	Project Schedule 2021-2025	28
4.7.2	Project Schedule 2026-2030	29
4.7.3	Project Schedule 2031-2035	30
4.8	GREEN INFRASTRUCUTURE	30
4.8.1	Project Schedule 2021-2025	31
4.8.2	Project Schedule 2026-2030	32
4.8.3	Project Schedule 2031-2035	33
4.9	OPERATIONS FACILITY	33
4.9.1	Project Schedule 2021-2025	33
5.0	Implementation	35
5.1	Adaptive Management	35
5.2	Reevaluation	35
5.3	Reporting	36

1.0 Introduction

The City of Springfield, Missouri (City) entered an Amended Consent Judgment (ACJ) with the Missouri Department of Natural Resources (MDNR) with the goal of eliminating wet-weather sanitary sewer overflows from its collection and transmission system and eliminating prohibited bypasses at its wastewater treatment plants. The ACJ was approved by the Circuit Court of Greene County, Missouri on or about May 15, 2012. A copy of the ACJ can be accessed online at <https://www.springfieldmo.gov/DocumentCenter/View/391/Amended-Consent-Judgment-PDF?bidId>.

The ACJ required implementation of two major programs: a \$50 million Early Action Plan (EAP) and the development of a substantial long-term Overflow Control Program (OCP). The OCP, which was subsequently approved by MDNR in 2015, called for an additional investment of \$200 million. The OCP comprised two separate phases: \$75 million in Foundation Projects and \$125 million in Advanced Action Plan Projects (AAP). To date, the EAP and Foundation Projects have been completed on schedule with investments at or above the \$125 million programmed value. Throughout both the EAP and Foundation Projects, the City has been actively gathering data, analyzing results of completed work, and engaging in Integrated Planning for the future. The analysis has allowed the City to see the efficacy of work performed and the need to adjust the Overflow Control Plan for optimal results. As the OCP implementation transitions to the AAP, in view of the ongoing analysis of data and work performed, the City is proposing the AAP investment be increased to \$300 million and that the investment period be increased to 15 years, ending in 2036. These changes to the AAP are outlined in this 2021 supplement to the OCP.

Consideration of the Supplement is supported by:

- The progress the City can already demonstrate in successfully meeting the OCP obligations and making progress on the ACJ goals.
- Adaptive management, a key component of the OCP, which encourages the systematic evaluation of program components for their relative effectiveness.
- Lessons learned and new data acquired during the EAP and Foundation Project phases which suggest an amended AAP will achieve better achieve the goals of the ACJ.
- A maturing of the community's Integrated Planning efforts, for which Springfield is a national leader, is providing insight into the benefit of a holistic approach to regional water quality. It is becoming evident that further investment in these holistic solutions will yield a greater net benefit in water quality.
- Affordability, a community concern when the OCP was approved in 2015, is of even greater concern now with the recent financial impact to households, especially those of lower income, brought on by the COVID-19 pandemic. The extended time frame, even with the increased investment, will help to manage sewer utility rate increases while allowing for continued adaptive management and smarter, more informed investments in the City's system.

With this Supplement, the City is seeking to replace *Chapter 10.3 – 2010 to 2025 Advanced Action Plan Projects* and *Chapter 11.4.3 - Advanced Action Plan Projects* of the OCP with the investment commitment and project schedule contained herein.

2.0 Overflow Control Plan – Status of Current Progress

Chapter 2 of the 2021 Supplement provides a brief summary of the progress on the goals of the ACJ and the OCP.

2.1 EARLY ACTION PLAN

MDNR approved the City's Early Action Plan (EAP) on November 14, 2011. The EAP consisted of seven projects that required an investment of \$50 million. These seven projects were completed, in their entirety, by 2016 at a cost of \$51,023,250. Additional detail on each of the seven EAP projects and the expenditures specific to each project can be found in the City's 2016 ACJ Annual Status Report.

During the EAP, the City implemented the first phases of the vitrified clay pipe (VCP) rehabilitation projects as well as a pilot-scale version of the Private Sewer Repair Program. Lessons learned from these initial efforts were applied to later work and helped form the basis for the long term OCP, approved in 2015.

2.2 FOUNDATION PROJECTS

The City's OCP was approved by MDNR on May 2, 2015. The Foundation Projects contained in the OCP required an investment of \$75 million in multiple project categories and was completed in its entirety in 2019, at a cost of \$82,835,524.

Table 2.2.1 Foundation Project Initial and Actual Project Funding Allocation Through 12/31/19

PROJECT	ALLOCATED FUNDS PROPOSED IN APPROVED OCP*	TOTAL FUNDS COMMITTED THROUGH 12/31/19	PERCENT ALLOCATED FUNDS UTILIZED
Pipe Renewal	\$9,500,000	\$16,155,239	170
Private I&I Abatement	\$10,800,000	\$6,939,334 ¹	64
Digester Improvements	\$35,800,000	\$40,987,231	114
MS4 Compliance	\$4,900,000	\$3,613,796	74
Resource and Maintenance Needs	\$9,000,000	\$12,227,552	136
Program Costs	\$3,700,000	\$1,906,176 ²	52
System wide Flow Monitoring	\$1,300,000	\$1,095,196	84
Total	\$75,000,000	\$82,835,524	110
*Results of ongoing EAP projects and Foundation Projects may support an adjustment in the timing and allocation of funds.			

1 – Due to efficiencies gained in the program, only 64% of the allocated funds were spent on Private I&I, while achieving all the anticipated inflow reduction benefit. These savings were reallocated to other categories of projects.

2 – As the City has increased our capability under the category of “Resource and Maintenance Needs,” we have been able to reallocate funds from “Program Costs” associated with professional service vendors.

Throughout the Foundation Projects, the City continued to refine their approach, in response to lessons learned and collection of new data, as outlined in the 2019 ACJ Annual Status Report.

2.3 SUCCESS UNDER EAP AND FOUNDATION PROJECT PHASES

2.3.1 Increased Staffing

Since 2012, the City’s Environmental Services department has doubled their staffing levels as a direct result of the ACJ. This has allowed Springfield to put considerably more effort toward maintaining their collection system, as they now have significantly more crews dedicated toward proactive inspection, cleaning, and repair.

The City has also built up their in-house engineering and technical resources. Prior to the ACJ and resulting long-term OCP, the City relied on engineering consultants for most system planning and asset management studies. Now, the City has a number of in-house, highly skilled engineers and technicians that are working together daily to actively improve the sewer collection system and treatment plants (collectively the Publicly Owned Treatment Works or ‘POTW’). Springfield is finding that as their staff takes more ownership and gains knowledge of the POTW they are more invested in finding right-sized solutions to observed problems. Unlike the 2015 OCP, the data and analysis contained in this Supplement was nearly all developed by our in-house experts.

2.3.2 Leveraged Technology

In Springfield, we are embracing new ways to take advantage of technology. Over the last several years, three teams have been developed to inspect the sewer system using remote technologies such as acoustic sounding and remote manhole inspection. These acoustic sounding teams can quickly check for blockages and defects in the pipe which allows better prioritization of cleaning efforts and keeps the CCTV crews focused on the most critical portions of the collection system. The addition of remote manhole camera technology allows crews to perform a detailed inspection of a manhole in just a fraction of the time that it used to take. These technology advancements allow the City to inspect more of its system in less time and make better decisions regarding maintenance and rehabilitation.

The City has also been working to leverage Big Data to make better decisions. For several years, the City has been collaborating with the Department of Computer Engineering at Kansas State University to develop a data-driven mathematical model to predict sewer flows. This work was

recently published in the Journal of Hydrology and lays the groundwork for finding a streamlined method of tracking rehab effectiveness¹.

Recently, a comprehensive LiDAR and sonar inspection effort of our large diameter trunk sewers was completed. These pipes are the critical backbone of the collection system and this analysis has identified defects and creates a baseline for monitoring these trunk lines going into the future. The inspections yielded good news, in that large portions of the system appear to be in good shape. However, opportunities were also identified to prevent I&I and exfiltration by grouting the joints. A pilot project for grouting of large diameter pipes is scheduled to commence in 2021. The City is also investigating opportunities to install hydrogen sulfide protection solutions at key points in the collection system to slow or stop deterioration of concrete pipe.

2.3.3 Outreach

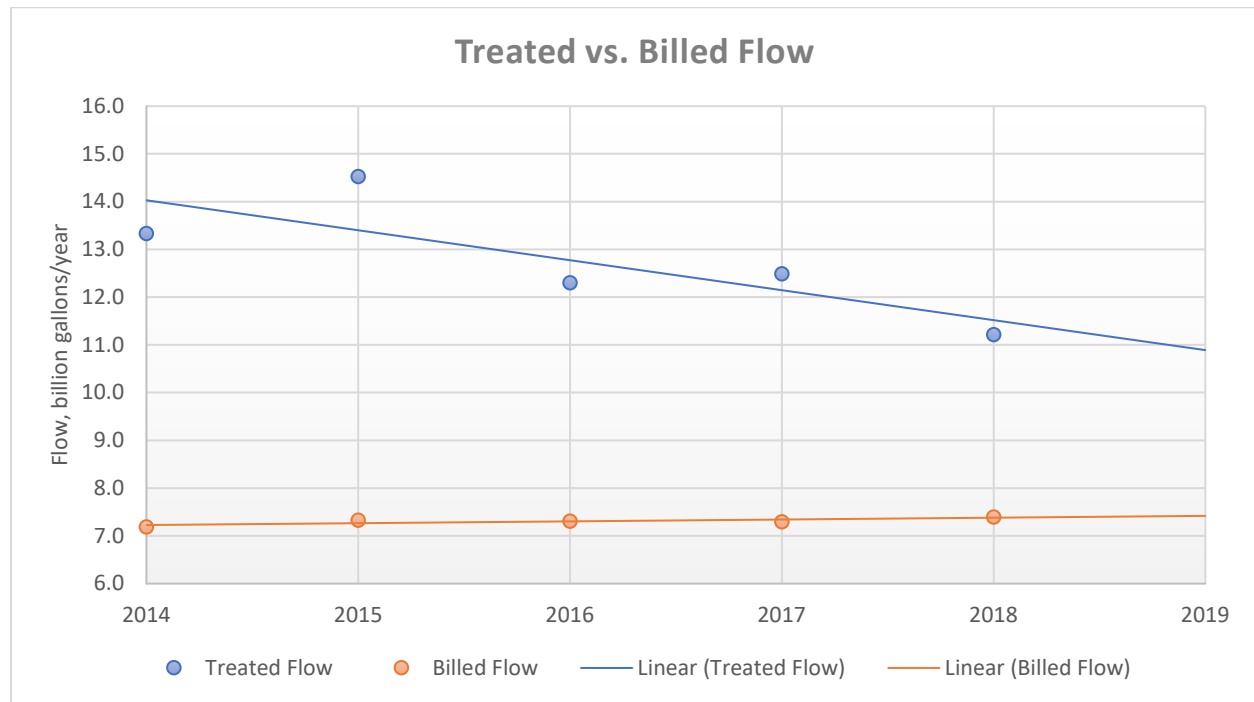
Through the OCP, the City has expanded its lateral loan program to aid property owners with defective laterals. An outreach campaign has been developed that promotes inspection of laterals, especially at the point of sale. The City has also utilized television, radio, and social media to educate the community on the proper use of the sewer system (i.e. keeping flushable wipes and grease out of the system). All of this is a relatively low-cost way to engage homeowners in maintaining their lateral in expectation that small changes in individual habits can lead to a significant reduction in systemwide I&I, and a decrease in the number of dry weather overflows caused by grease and rags.

As part of the City's Integrated Planning efforts, a Sustainable Return on Investment (SROI) analysis was completed in 2019 for Public Education and Outreach. The analysis concluded that Public Education and Outreach programs have an expected benefit-cost of 2.0, indicating expected social and environmental benefits are twice the cost of investment. Because the City's goal under Integrated Planning is to always look for ways to use the most cost effective means possible to achieve the greatest benefit, a continuation of Public Education and Outreach programs is envisioned to be a key component of our AAP supplement.

2.3.4 Flow Reductions

Over the last 5 years, flow monitoring has documented a steady decrease in the annual volume of treated flow at both the City's treatment plants while, during this same time, the City has seen a slight increase in billed water use. These trends are shown in Figure 2.1 and is one of several data points that confirm the City's program is headed in the right direction.

¹ Karimi, Hazhar et al. 2019. "Comparison of Learning-based Wastewater Flow Prediction Methodologies for Smart Sewer Management." *Journal of Hydrology*.

Figure 2.1 Trends in Annual Treated and Billed Flow Volumes

The progress is believed to be due to the increased maintenance efforts and spending over the last decade. Since the Early Action Plan implementation, the City has addressed nearly 10,000 structures through the Private Sewer Repair program and has CIPP lined 127 miles of pipe, which is just over a quarter of the total VCP in the collection system.

The City has also installed nearly 300 backflow valves as part of its successful basement backup prevention program. This issue was contemplated in the EAP and since then, the program has prioritized all of the known backup locations and the Private Sewer Repair team has worked to install a backflow preventor where feasible. Now, nearly all of the known chronic backup issues have been remediated and the City has a program in place to address new ones that are found. While this was not a specific requirement of the OCP, resolving these backup issues contributes to the overall quality of life in the community and builds consumer trust in the utility. In addition, the City has seen a dramatic reduction in call volume following a wet-weather event, which saves the utility money in the long run.

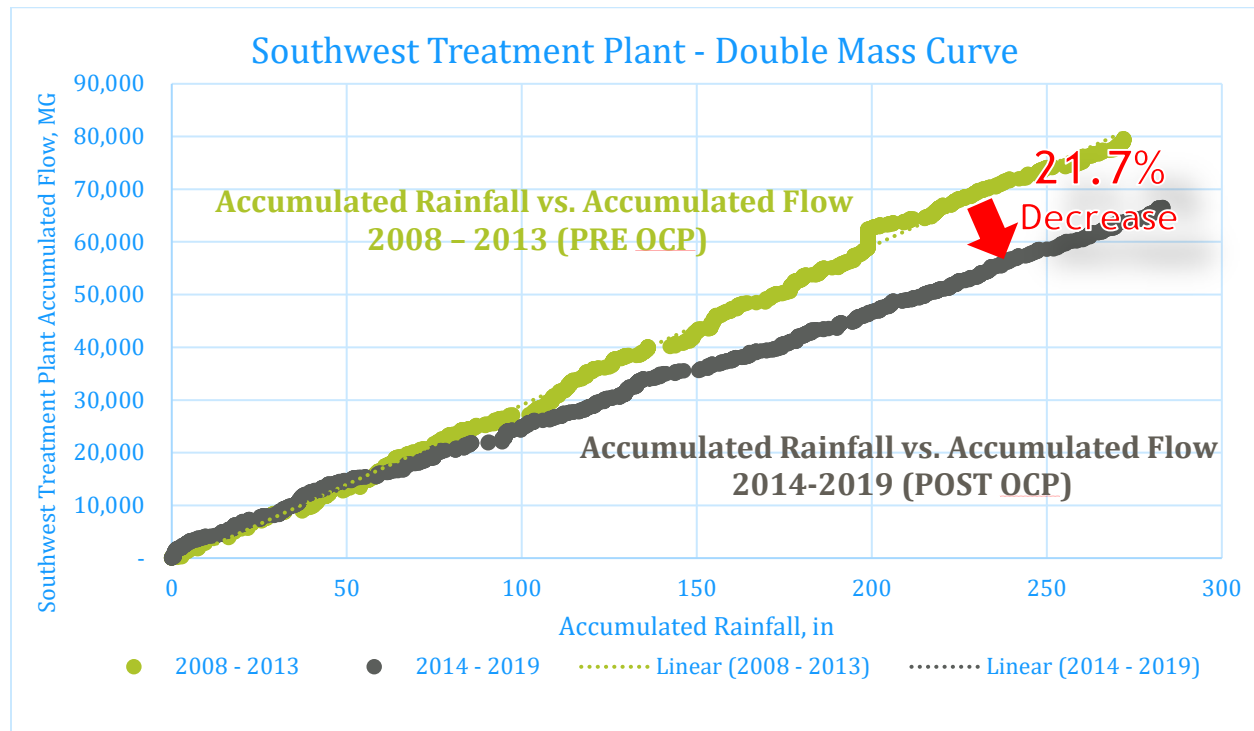
Figure 2.2 **Estimated Flow Reductions**

Figure 2.2 shows another method for measuring the success of I&I reduction efforts. The top line shows the accumulated flow vs. precipitation at the treatment plants prior to 2013, when the City began its rehab efforts, and the bottom line shows the accumulated flow vs. precipitation in the years since. Since about 2014, there is a significant overall shift in the curve of about 22% which indicates that significantly less stormwater & groundwater is being delivered to the treatment plant over the last 6 years. This is a good indication that rehab efforts are achieving their desired effect. Every gallon of stormwater that is kept out of the system is a gallon that doesn't incur cost to convey or treat and helps reduce wet weather SSO volumes.

2.4 ADVANCED ACTION PROJECTS

At the completion of the 2016 to 2020 Foundation Projects, the City is scheduled to re-evaluate the effectiveness of the work to date and review the appropriateness of the proposed \$125 million Advanced Action Plan Projects that are scheduled to be implemented between 2021 to 2025. The currently approved AAP increases annual funding and efforts to address sources of public and private I&I, public sewer rehabilitation, and MS4 compliance. The City is also scheduled to invest in the renewal and upgrade of the treatment facilities. The increased funding follows the City's commitment to minimizing treatment plant bypass events from Outfall 002 (the last bypass event occurred in 2011), reducing SSOs, and complying with permit requirements. Proposed projects in the 2021 to 2025 timeframe are shown in Table 2-2 below.

Table 2.4.1 Advanced Action Plan Projects Project Funding Allocation Through 12/31/19

DESCRIPTION	ALLOCATED FUNDS	TOTAL FUNDS COMMITTED THROUGH 12/31/19	PERCENT ALLOCATED FUNDS UTILIZED
Pipe Renewal	\$31,900,000	-	-
Private I&I Abatement	\$5,000,000	-	-
Priority SSO Projects	\$20,100,000	\$526,985	2.6
Treatment Facility Renewal	\$40,900,000	\$3,427,807	8.4
MS4 Compliance	\$9,500,000	-	-
Resource and Maintenance Needs	11,400,000	-	-
Program Costs	\$4,700,000	-	-
Systemwide Flow Monitoring	\$1,500,000	-	-
Total	\$125,000,000	\$3,954,792	3.2

While the AAP is not scheduled to begin, in earnest, until 2021, the City has already made some investment, approximately \$4 million, towards AAP projects. This includes the first phase of completion of a Priority SSO Project identified as Smith Park (see Chapter 10.3.3.4 of the OCP) and an upgrade of the existing sand filters at the SWTP to a cloth media filter as well as other treatment plant improvements.

While the City could continue its march towards a 2025 completion of the AAP, it has become clear that, as the City learns more about its collection system assets and as Integrated Planning efforts have matured, rushing to spend money, according to the current AAP will not return the best long-term results towards meeting the goals of the ACJ. Additional progress can undoubtedly be made by executing the current AAP, but the City strongly feels that a supplement to the OCP, that modifies the AAP component by increasing overall investment while also providing additional time for completion will yield much greater results.

3.0 Factors Shaping a Supplemental AAP Proposal

Chapter 3 of the 2021 Supplement describes several of the factors leading to the proposed Supplemental AAP. Refined system modeling through in-house experts has resulted in a refinement of our initial OCP, allowing the City to obtain a better idea of the level of investment needed in efficient system rehabilitation. Integrated planning has allowed the City to obtain an understanding of community priorities which, in turn, facilitates community support. The increased knowledge will allow Springfield to utilize adaptive management to make gains in water quality using the most effective solutions in a way that is affordable to citizens. The community-based focus on significant problems based on our IP efforts to date have maintained and enhanced support from community leaders and citizens. The use of adaptive management has allowed Springfield to learn from its efforts and adapt as needed.

3.1 REFINED MODELING IS CHANGING SSO PROJECT PRIORITIES

As outlined in Section 10 of the OCP, the rainfall induced I&I in Springfield's system far exceeds the responses identified in other midwestern utilities. System hydrographs are abnormally long, often exceeding five or more days following a rainfall event. There has been some speculation that this phenomenon is due to Springfield's karst geology. While the City has made significant efforts at reducing overall volume, this is still a major challenge. Increased volumes that occur following subsequent rainfall events have the potential to drive up costs for additional capacity beyond what may be reasonable.

One of the major components of the EAP and Foundation Projects is gathering and analyzing significantly more data about how the City's collection system operates and how it responds in storm events when I&I effects are most prevalent. The City has made a significant investment in developing a city-wide network of monitoring activities to collect real-time data on flows in collection system piping, precipitation, and ground water levels. This "big data" has allowed the City's modeling of collection system operations and SSO events to become much more refined and accurate. As a result, some of the strategies/projects developed during the initial formulation of the OCP are no longer expected to yield the benefits anticipated while, at the same time, other strategies/projects have emerged which look to hold enhanced benefits.

A specific example of the refined analysis, with more city specific data, is the strategy of adding storage to the system. As a result of the Marginal Cost Analysis performed in 2014, table 8-11 of the approved OCP shows a Summary of Storage Volumes and Costs that would be needed to reduce SSOs under a traditional OCP strategy. Storage Site 12 was envisioned to be an earthen basin, without cover, situated at the confluence of Jordan and Fassnight creeks. It was estimated that the basin would need to store 138.9 million gallons in a 5-year storm event and would cost an estimated \$53.5 million to construct and operate. Current modeling now indicates the entire contributing watershed experiences a 5-year SSO volume of only 18 million gallons. This example highlights the benefits of better data. As the City has been able to collect additional data, calibrate and refine the model, and confirm the model results against field data, the resulting analysis of projects appropriate for the AAP phase has evolved and resulted in a restated schedule of priorities. Had the City followed the traditional approach of storage, conveyance, and wet weather treatment, it might have invested enormous amounts of money in wet weather infrastructure with very limited benefit.

Other examples include the initial Priority SSO project, Smith Park, Phase 1 was completed at a cost much less than anticipated in the OCP. Another of the four Priority SSO projects, Galloway 04, has, on further examination, been found to be unnecessary as the project, as programmed, was based on flawed asset data which has since been identified and corrected. At the same time, new SSO project opportunities have been identified to take the place of the investments originally allocated to the Smith Park and Galloway 04 projects. A supplemental AAP will allow for a restatement of the SSO reduction projects to be completed, along with a revised programming schedule.

3.2 INTEGRATED PLANNING

The City continues to refine its use of Integrated Planning to inform strategies on regional environmental priorities. Springfield citizens and leaders are fully invested in an Integrated Planning approach and investments are prioritized based on the idea that, if there was only one dollar available to spend, how would that dollar be invested to reflect what matters most to the community while addressing the most significant problems using the most effective solutions in a way that is affordable to citizens. The use of Integrated Planning has resulted in a more refined approach that emphasizes the need for infrastructure improvements and solutions that result in the greatest net benefit to our regional environment.

Springfield has attracted national attention for its leadership in adopting Integrated Planning. In 2017, the National Academy of Public Administration highlighted Springfield as one of six communities who have used Integrated Planning in their report titled “Developing a New Framework for Community Affordability of Clean Water Services².” In its 2021 Report to Congress regarding Integrated Planning (a requirement of Water Infrastructure and Improvement Act of 2019), it is anticipated that the US Environmental Protection Agency will include Springfield as one of only a handful of cities to have an Integrated Plan that demonstrates all six elements of the EPA’s 2012 Integrated Plan Framework Approach.

3.3 SUSTAINABLE WASTEWATER UTILITY

The sewer system has been essential to the Springfield community since its inception 100 years ago. With this in mind, Springfield is committed to meeting the terms of the Amended Consent Judgement and maintaining compliance with the Clean Water Act. The City firmly believes that the path to success lies in taking a big picture view of water quality in the region and positioning the City of Springfield as a sustainable wastewater utility now and into the future. The Overflow Control Plan should reflect goals of such a utility.

If the goal of a sustainable utility is to maintain critical infrastructure necessary to protect the health and welfare of its customers, then an Overflow Control Plan should be focused on strategic and proactive management of the sewer system. This requires the utility to systematically renew portions of the system before they become a maintenance burden, rather than chasing problems when they become more expensive to address. Done correctly, systemic and strategic management

² Czerwinski, Stanley J. et al. 2017. *Developing a New Framework for Community Affordability of Clean Water Services*. National Academy of Public Administration.

additionally helps maintain the long-term financial position of the utility, which benefits water quality into the future.

It is fundamental to the existence of the utility that it focus on customer service while building and maintaining the trust of its customers. An OCP that reflects a customer-focused approach should engage with citizens on clean water issues and make investments in a way that ratepayers have confidence the investments are being made appropriately. Consistent public outreach and various citizen-based task forces have assisted with gaining trust from the customer. The City of Springfield has a great reputation for environmental stewardship, both locally and nationally, and the ability to improve the quality of life for our citizens hinges on this reputation.

3.4 AFFORDABILITY CONSIDERATIONS

Like many communities, Springfield had deferred adequate investment in maintenance and renewal of the sanitary sewer system over the years. However, in the past decade, the City has made significant investments and sewer rates have increased by 230%. The average sewer bill for residential customers is no longer amongst the lowest in the state, with recent data confirming Springfield rates are now in line with median rates for area-wide sewer utilities. Springfield is a community that has been designated by HUD as severely impoverished, as 25% of our citizens live below the poverty line with sewer rates already exceeding 2% of their income. Additionally, the ongoing COVID-19 pandemic has economically impacted the community and its customer base. While the utility was able to receive Council approval for a 5% rate increase in early 2020, at the very onset of the pandemic, the lingering effects of the severe economic impact will make it difficult, if not impossible, to implement similar levels of rate increases in upcoming years.

The 2021 Supplement will allow for significant long-term investment toward the ACJ goals by increasing the financial commitment while extending the timeline. The result will level rate increases to retain a supportive customer base so the City can continue to invest in important work for the benefit of its system and the environment. If the utility does not fund investments in a way that avoids rate fatigue, especially during these financially challenging and uncertain times, it risks our ability to maintain the gains that have been made in the last decade and our ability to make future progress.

Section IX.A(8) of the ACJ requires the City to provide an analysis of financial capability and affordability that addresses all of the factors, criteria, and considerations required by Section 644.145 of H.B. 89 (2011) as enacted by the Missouri General Assembly. Pursuant to Section 644.145.2(c), the City expressly waives this requirement for the 2021 Supplemental OCP.

3.5 SUMMARY

The enhancement of in-house experts (personally invested in improving our POTW), Integrated Planning (allowing smart use of limited dollars in the areas most important to our community in an effective, affordable way), and a goal of creating a sustainable wastewater utility for the benefit of enhanced environmental stewardship, while protecting our most vulnerable population is exciting. Springfield's 2021 OCP Supplement will bring better environmental and sewer system performance results for Springfield's residents.

4.0 Supplemental Project List

4.1 OVERVIEW

Chapter 4 of the 2021 OCP Supplement describes a proposed supplemental listing of Advanced Action Plan (AAP) projects and, to the extent contrary, is intended to replace the AAP project listing and schedules found in *Chapter 10.3 – 2010 to 2025 Advanced Action Plan Projects* and *Chapter 11.4.3 - Advanced Action Plan Projects* of the OCP. Beginning in 2021, the City's original programming was to spend \$125 million between 2021 and 2025. The 2021 Supplement includes an additional \$175 million, for a total of \$300 million in AAP investment over a period of 15 years. The Supplement also provides a schedule for re-evaluation of progress towards the ACJ goals in 2035, allowing for adaptive management. If approved, the 2021 Supplement will adjust the investment under the ACJ from a total of \$250 million to a total of \$425 million, while increasing the length of the OCP by a total of 10 years.

A key change in the 2021 Supplement AAP is the removal of Resource and Maintenance Needs as a program component. The project category of Resource and Maintenance Needs was intended to reflect the need for Springfield to invest in increased staffing and equipment to fulfill the enhanced operational and maintenance needs of its collection and treatment system. A total of \$20.4 million was allocated in the OCP (\$9 million in the Foundation Project phase and \$11.4 million in the AAP phase) to increasing staffing levels and procurement of additional maintenance equipment. As the Foundation Projects phase neared the end, the City has shown to have invested significantly more than scheduled (see Table 2.1) into increasing its in-house capabilities.

The growth phase for staffing resources is now considered complete. While the City fully intends to maintain staffing at or near current levels, the benefit of continuing to track and report on this project category, as a component of the AAP, appears to have reached a point of diminishing returns. Thus, the City is proposing to remove the reoccurring cost of this project category from the AAP, while fully intending to retain staffing levels at or near current levels. Over the proposed period of a 15-year AAP, this investment in additional staff and resources is estimated to total approximately \$50 million which is in addition to the \$300 million Supplemental AAP that is proposed for projects and programs. Thus, the City is expecting to invest a total of approximately \$475 million towards achieving the ACJ goals.

The 2021 Supplement AAP is divided into three 5-year periods, similar to previous iterations of the OCP. In general, projects in the 2021-2025 timeframe have been well defined and the City is positioned to move forward with clarity regarding these investments. Much of the work scheduled from 2026-2030 is dependent on the planning and analysis from the previous 5-year period and the City will continue to optimize and refine these project lists as better information becomes available. From 2031-2035, the City will use adaptive management to learn from past successes and failures of the program. Although estimated expenditures are proposed, the City will continue to use its Integrated Plan to identify opportunities for effective, enhanced efficiencies in each category in order to spend the investments in the most efficient way. The City reserves the right to transfer expenses between the proposed categories in the way best suited to the overall system. Table 4.1.1 outlines the anticipated level of investment in each project category.

Table 4.1.1 Level of Investment by Category

	2021-2025	2026-2030	2031-2035	CATEGORY TOTAL
Private Sewer Repair Program	\$6,500,000	\$7,300,000	\$8,200,000	\$22,000,000
MS4 Compliance	\$10,800,000	\$12,200,000	\$13,800,000	\$36,800,000
Collection System Renewal	\$39,500,000	\$22,000,000	\$25,000,000	\$86,500,000
Collection System Optimization	\$4,500,000	\$7,800,000	\$3,300,000	\$15,600,000
Targeted SSO Reduction	\$7,600,000	\$15,700,000	\$6,000,000	\$29,300,000
Treatment Plant Renewal	\$12,000,000	\$15,300,000	\$32,000,000	\$59,300,000
Green Infrastructure	\$7,900,000	\$11,000,000	\$18,600,000	\$37,500,000
Operations Facility	\$13,000,000			\$13,000,000
Total	101,800,000	\$91,300,000	\$106,900,000	\$300,000,000

Many of the investments proposed under the 2021 Supplement AAP are similar in scope to those found in the current OCP. The 2021 Supplemental OCP builds on the success of the efforts to date and will continue to refine the major project categories described below. Table 4.1.2 shows each of the 2021 Supplement AAP project categories and their relationship to those categories found in the original OCP.

Table 4.1.1 Comparison of 2021 Supplement AAP to Current AAP

SUPPLEMENT AAP 2021-2036				ORIGINAL AAP 2021-2025		
Program Component	Budgeted	Supplemental AAP Chapter	Description	Original AAP Chapter	Budgeted	Program Component
Private Sewer Repair Program	\$22,000,000	4.2	Removal of illicit connections to POTW and repair of plumbing defects that contribute to I/I	10.3.1	\$5,000,000	Private I&I Abatement

MS4 Compliance	\$36,800,000	4.3	Operation of programs to address stormwater sources of pollution as required by MS4 permit	10.3.4	\$9,500,000	MS4 Compliance
Collection System Renewal	\$86,500,000	4.4	Rehabilitation of piping and manholes by lining, grouting and point repairs to improve integrity and reduce I/I	10.3.2	\$31,900,000	Pipe Renewal
Collection System Optimization	\$15,600,000	4.5	Enhancement and operation of systemwide flow monitoring, hydraulic modeling, and system master planning	Table 10-6	\$1,500,000	Systemwide Flow Monitoring
Targeted SSO Reduction	\$29,300,000	4.6	Capital projects to enhance hydraulic capacity with goal of eliminating SSO events	10.3.3	\$20,100,000	Priority SSO Projects
Treatment Plant Renewal	\$59,300,000	4.7	Reinvestment to enhance efficiency of treatment processes and maintain sufficient treatment capacity	10.3.6	\$40,900,000	Treatment Facility Renewal
Green Infrastructure	\$37,500,000	4.8	Inclusion of water quality components in public infrastructure projects			
Operations Facility	\$13,000,000	4.9	New offices and garages to consolidate additional staff and equipment required to execute Overflow Control Plan			
			Addition of staffing and equipment to execute OCP objectives. (1)	10.3.5	\$11,400,000	Resource and Maintenance Needs
			Consultant costs to assist with execution of OCP. (2)	Table 10-6	\$4,700,000	Program Costs
	\$300,000,000	(3)	Total		\$125,000,000	(3)

Notes:

(1) Staffing and Equipment levels are adequate to maintain the POTW and execute the remaining goals of the OCP. These investments in resources will be maintained but will be removed as a reporting component of the Amended AAP.

(2) The majority of OCP tasks originally performed by private consultants have now transitioned to City staff hired as part of Resource and Maintenance Needs investment. Thus, this specific program component is removed in the Amended AAP, and funds for consulting are included in Section 4.5 of the Supplement AAP.

(3) Nearly \$12M has already been expended through 12/31/19, both on projects in excess of the City's commitment on the Foundation Projects and on AAP program components that will continue as program components of the Supplement AAP.

4.2 PRIVATE SEWER REPAIR PROGRAM

Pilot versions of the Private Sewer Repair Program were initiated as part of the EAP. Since that time, the City has built a robust and efficient program that has received national recognition. In 2012, the City relied upon hired consultants to administer the program but, beginning in 2018, the City began hiring and developing in-house staff who now manage every aspect of the program. By constantly refining the cost effectiveness of our approach, the City has seen a dramatic drop in cost per property evaluated while continuing to address approximately 1500 properties per year. Significant reductions in peak I&I continue as outlined in the City's annual reports. In addition, the City continues to address pervasive basement backups as part of its Basement Backup Prevention Program, administered through the Private Sewer Repair Program.

The Private Sewer Repair Program includes several steps to administer within each targeted area. First, there is a period of outreach to the targeted neighborhood or area where excessive I&I has been identified. This outreach includes communication through social media, public meetings, and written correspondence. Once sewer customers have agreed to participate in the program, each property is evaluated to determine if plumbing defects are present and the customer selects a local plumber to perform any needed corrective work. Once the repair has been made, City staff inspect the work and a warranty to the customer is provided by the plumber. In previous iterations of the program, all of these steps were performed in a targeted area (previously identified in the OCP as a "Phase") before moving on to the next area. To increase efficiency, the program has taken more of an adaptive management approach, often beginning work in one area while finishing up work in the next. The Private Sewer Repair Program is an ongoing program that systematically addresses I&I based on historic and recent metering, configuration of the sewer pipe network, land use, VCP rehabilitation projects, and proximity to high priority SSOs.

Under this program, the City will continue to address I&I from private sources at a similar pace to earlier versions of the OCP but by bringing the program in-house is able to run the program more efficiently by streamlining the process, focusing on the most cost effective plumbing defects, and improving our outreach so that we can effectively reduce money spent on each property to achieve a greater net benefit for the dollars spent.

4.2.1 Project Schedule 2021-2025

The City's Private Sewer Repair program is currently mobilized and will continue to systematically address private I&I and basement backups. Table 4.2.1 reflects the estimated investment in the program each year. These totals include cost of administration as well as the cost of addressing identified plumbing defects.

Table 4.2.1 Private Sewer Repair Program (2021-2025)

	FY21	FY22	FY23	FY24	FY25
Private Sewer Repair Program	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000

From 2021-2025, the City will invest approximately \$1,300,000 annually toward the Private Sewer Repair Program for a total investment of \$6,500,000 to address I&I from private sources.

4.2.2 Project Schedule 2026-2030

From 2026-2030, the City will continue the successful Private Sewer Repair program at a pace similar to previous years. The City will continue to refine its process, maximize I&I removals, and find ways to lower costs while effectively reducing I&I from private sources.

Table 4.2.2 Private Sewer Repair Program (2026-2030)

	FY26-FY30
Private Sewer Repair Program	\$7,300,000

From 2026-2030, the City anticipates investing approximately \$1,460,000 annually toward the Private Sewer Repair Program for a total investment of \$7,300,000.

4.2.3 Project Schedule 2031-2035

Table 4.2.3 Private Sewer Repair Program (2031-2035)

	FY31-FY35
Private Sewer Repair Program	\$8,200,000

From 2031-2035, the City anticipates investing approximately \$1,640,000 annually toward the Private Sewer Repair program for a total investment of \$8,200,000.

4.3 MS4 COMPLIANCE

One of the key components of the City's Integrated Plan is the understanding that, if the City is going to meet the goals of the Federal Clean Water Act, it must address stormwater sources of pollution as well as wastewater-related solutions. Through the City's Integrated Planning efforts, it has become evident that addressing stormwater sources of pollution can provide more environmental benefit than certain high cost wastewater-related investments. As part of the original OCP, the City proposed to allocate funds toward meeting MS4 permit requirements in lieu of additional wastewater-related investments. As in the previous OCP, this supplement continues

to include funding to meet MS4 permit compliance, which is a cost-effective means to gain improved water quality in the most efficient manner. The 2021 Supplement includes continued funding to meet MS4 permit compliance accordingly.

4.3.1 Project Schedule 2021-2025

Over the past 5 years, key investments have been made in MS4 permit compliance including hiring two crews to focus on water quality-related maintenance and increased staffing for post-construction program implementation. Integrated Planning efforts have helped guide the allocation of resources to focus on high priority stormwater pollution sources and solutions with the best return on investment. Over the next 5 years, incremental funding increases are planned to continue to invest in operation and maintenance efforts, and cost-effective solutions such as education/outreach, floatables control, and detention retrofits. Investments are also anticipated to continue for water quality monitoring and developing and implementing an action plan to address stream impairments in accordance with the Integrated Plan. The revision of the MS4 Stormwater Management Plan in 2022 will further define the measurable goals for MS4 permit compliance for the next 5 years. Within this proposal is a continuation of the investment outlined in the previous OCP and will allow Springfield to continue to manage one of the premier MS4 programs in the state. Table 4.3.1 reflects the estimated investment in the program each year.

Table 4.3.1 MS4 Compliance (2021-2025)

	FY21	FY22	FY23	FY24	FY25
MS4 Permit Compliance	\$2,000,000	\$2,100,000	\$2,200,000	\$2,200,000	\$2,300,000

From 2021-2025, the City will invest a total of \$10,800,000 toward water quality improvement actions through compliance with its Phase 1 MS4 permit in lieu of additional wastewater-related improvements.

4.3.2 Project Schedule 2026-2030

From 2026-2030, the City will continue to invest in maintaining compliance with the MS4 permit and addressing overall water quality through management of stormwater sources of pollution.

Table 4.3.2 MS4 Compliance (2026-2030)

	FY26-FY30
MS4 Compliance	\$12,200,000

From 2026-2030, the City will invest approximately \$2,440,000 annually toward MS4 Compliance for a total investment of \$12,200,000.

4.3.3 Project Schedule 2031-2035

From 2030-2035, the City anticipates continuing the level of investment needed to maintain compliance with its current MS4 Permit. If future iterations of the MS4 permit contain more costly management approaches, additional funding sources may need to be identified.

Table 4.3.3 MS4 Compliance (2031-2035)

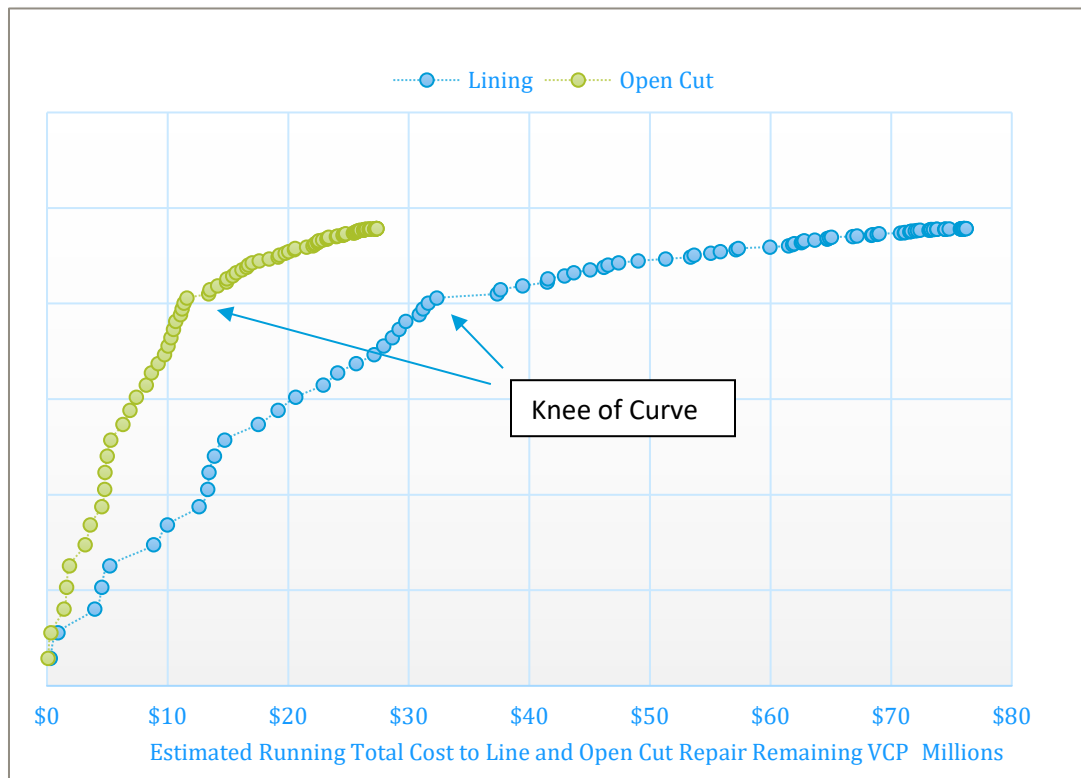
	FY31-FY35
MS4 Compliance	\$13,800,000

From 2031-2035, the City anticipates investing approximately \$2,760,000 annually toward MS4 compliance for a total investment of \$13,800,000.

4.4 COLLECTION SYSTEM RENEWAL

Both the EAP and OCP included significant investment in sewer rehabilitation. Not only do these efforts reduce I&I, but they improve system reliability and avoid future maintenance costs. A significant portion of Springfield's sewer system is beyond its design life and additional investment will help Springfield get ahead of the age curve in order to proactively manage critical infrastructure.

Springfield has completed a comprehensive asset management system study which is helping prioritize its rehabilitation efforts. Using this asset management tool, coupled with flow monitoring data, Springfield has been able to prioritize rehabilitation efforts based on pipe condition, consequence of failure, risk of failure, and contribution to I&I. A Marginal Cost Analysis (MCA) was conducted to optimize CIPP lining and open cut repair of the Vitrified Clay Pipe (VCP) system and found a distinct "knee of the curve" where additional investment yields marginally less additional benefit.

Figure 4.4 Rehab Optimization

The analysis currently shows that the optimum level of rehabilitation is approximately 59% of the VCP system, which relates to approximately 283 miles of sewer infrastructure. As a result of the analysis, Springfield will continue to invest heavily in CIPP lining, open cut repair, and other system rehabilitation while keeping an eye on diminishing rate of return. As of 2020, Springfield has already lined 27% of the VCP system and is under contract to have 45% lined in the next three years. As Springfield collects more data and the system continues to age, these numbers are likely to change, and adjustments will be made to either the scheduling or type of rehabilitation needed.

Springfield has also recently completed a comprehensive LiDAR and sonar inspection of its large diameter trunk sewers. These pipes are the critical backbone of the collection system and the inspection analysis has identified defects and creates a baseline for monitoring these trunk sewers going into the future. While large portions of the system are in relatively sound shape, there appears to be an opportunity to prevent I&I and exfiltration by grouting the joints using municipal grouting techniques.

The City has identified and prioritized manhole rehabilitation and will continue to explore various rehabilitation techniques for manholes.

In addition, as the City redevelops, there appear to be several opportunities to upgrade portions of the sewer system to accommodate future growth and address potential bottlenecks where wet weather overflows may be a future risk.

4.4.1 Project Schedule 2021-2025

The proposed schedule allows for significant CIPP lining and open-cut repair from 2021-2025. While performed by separate contractors or field crews, CIPP lining and open-cut repairs are often coincident, with necessary repairs being made to the sewer so that CIPP lining can take place. There are also many instances where a point repair may occur independent of the lining operation, but in general, the estimated levels of investment for both activities are synchronized.

This schedule also includes rehabilitation of manholes located in a floodplain or sinkhole which appear to be the most susceptible to I&I intrusion. As we further identify cost-effective techniques for manhole rehabilitation, the City will likely increase this level of investment beyond 2025, targeting areas where I&I impacts are greatest at manhole locations.

The City recently completed a Lidar/Sonar inspection of the large-diameter trunk sewer system. These pipes are the critical backbone of the collection system and this analysis has identified defects and created a baseline for monitoring these trunk lines going into the future. This analysis showed that large portions of the system appear to be in good shape but there appears to be an opportunity to further minimize I&I and extend the life of the pipe by grouting the joints. Over the next 5 years, the City will utilize a design-build methodology to pilot several different municipal grouting techniques and monitor the effectiveness of each. Using the most cost-effective approach, we intend to continue these investments beyond 2025.

Springfield currently has a program to inject Ferric Chloride into the collection system at various points to combat the formation of hydrogen sulfide, which can deteriorate concrete. The City is in the process of deploying sensors into other portions of the system to gauge Hydrogen Sulfide and develop a strategy for further implementation of the existing program.

In addition, the City has identified several locations with hydraulic capacity bottlenecks that will be addressed to minimize future SSOs and to accommodate future growth.

Table 4.4.1 reflects the estimated investment in renewal each year.

Table 4.4.1 Collection System Renewal (2021-2025)

	FY21	FY22	FY23	FY24	FY25
Cast In Place Pipe (CIPP)	\$5,100,000	\$5,200,000	\$5,400,000	\$4,500,000	\$3,400,000
Manhole Rehab		\$200,000	\$200,000	\$200,000	\$220,000
Open Cut Repairs	\$2,000,000	\$2,100,000	\$2,100,000	\$1,700,000	\$1,400,000
Concrete Pipe Corrosion Protection	\$100,000	\$200,000	\$330,000	\$440,000	\$560,000
Municipal Grouting		\$740,000	\$540,000	\$550,000	\$570,000
System Capacity Improvements			\$550,000	\$600,000	\$600,000

From 2021-2025, the City will invest in the above project categories for a total of \$39,500,000 towards renewing the collection system to reduce I&I, improve reliability, and put the utility on track for a more sustainable long-term operation.

4.4.2 Project Schedule 2026-2030

From 2026-2030, the City will continue to invest in various rehab techniques. Following the significant investment in CIPP lining and open cut repairs anticipated from 2021-2025, the City will continue these project categories, but at a lower level, utilizing adaptive management as they begin to approach the point of diminishing return for these project categories. During this time, the City will shift their focus toward manhole rehabilitation and grouting, based upon the lessons learned to date, and will continue to provide concrete pipe corrosion protection and to address capacity-related projects within the sewer system.

Table 4.4.2 Collection System Renewal (2026-2030)

	FY26-FY30
Cast In Place Pipe (CIPP)	\$7,500,000
Manhole Rehabilitation	\$2,500,000
Open Cut Repairs	\$3,000,000
Concrete Pipe Corrosion Protection	\$3,000,000
Municipal Grouting	\$3,000,000
System Capacity Improvements	\$3,000,000

From 2026-2030, the City will invest approximately \$4,400,000 per year in these categories with a total investment of \$22,000,000.

4.4.3 Project Schedule 2030-2035

From 2030-2035, the City will line and open cut repair the remaining VCP portions of the system identified as cost effective. At this point in the program, the City will have significantly more asset information and flow monitoring data that should allow the City to arrive at an optimal solution for system rehabilitation. During this time, the City anticipates more of a focus on manhole rehabilitation efforts using the most effective approach developed by the industry. The City will continue its efforts on concrete corrosion protection, municipal grouting, and will continue to make improvements to the overall system capacity where warranted.

Table 4.4.3 Collection System Renewal (2031-2035)

	FY31-FY35
Cast In Place Pipe (CIPP)	\$7,000,000
Manhole Rehab	\$4,000,000
Open Cut Repairs	\$3,000,000
Concrete Pipe Corrosion Protection	\$3,500,000
Municipal Grouting	\$4,000,000
System Capacity Improvements	\$3,500,000

From 2031-2035, the City anticipates investing approximately \$5,000,000 per year in these categories with a total investment of \$25,000,000.

4.5 COLLECTION SYSTEM OPTIMIZATION

Continuing the flow monitoring efforts from the EAP and Foundation Projects, collection system optimization includes increased flow monitoring as well as a focus toward analyzing which functions and investments can be optimized to increase efficiency in the overall POTW. Springfield is currently working with two national consulting firms to analyze the system and identify projects to meet the goals of the AAP and put Springfield on track to becoming a more efficient and sustainable utility in the long run.

Within this category is an increased flow monitoring effort, including micro metering, to make more informed decisions about rehabilitation investments. The City currently maintains a number of permanent flow monitoring stations within the sewer system, as well as several rain gages and groundwater monitoring wells. This information is being used to measure the effectiveness of investments and to further refine the hydraulic modeling. As part of this effort, the City is using micro metering techniques to focus the efforts of both the rehabilitation and Private Sewer Repair programs.

During this period, Springfield will explore the concept of collection system control and automation (i.e. Smart Sewers) potentially through the following avenues: technologies to detect maintenance issues before they become dry weather overflows, automation of lift stations to improve efficiency, optimization of existing assets through globe valves and other controls and efficiencies as they are uncovered.

Throughout implementation of this OCP modification, the City anticipates the need to rely on consultants to assist with the delivery of projects. Consulting support services may include public outreach, program management, financial analysis, and evaluations on the cost-effectiveness of the implemented projects. While the City has increased their in-house technical capabilities in recent

years, we continue to anticipate receiving assistance from outside industry experts to help ensure maximum program efficiency, cost-effectiveness, and overall program affordability.

The Springfield area is growing, and as the regional sewer provider, it is important to look closely at the sewer system with the long-term in mind. Part of this effort will include a system-wide master plan that will inform Springfield's current Comprehensive Planning efforts to make sure that the City is in a position to serve the region well into the future.

4.5.1 Project Schedule 2021-2025

The proposed schedule allows for systematic flow monitoring at various points within the collection system as well as micro metering of individual sewer basins. The City will also work with a consultant to identify opportunities for system control and automation. During this time, there will be a targeted effort toward master planning the collection system to address future growth. Overall programming costs for the AAP is also included in this category and may include design and engineering support services. Table 4.5.1 reflects the estimated investment in the program each year.

Table 4.5.1 Collection System Optimization (2021-2025)

	FY21	FY22	FY23	FY24	FY25
Flow Monitoring	\$310,000	\$315,000	\$325,000	\$340,000	\$340,000
Collection System Control & Automation	\$35,000	\$175,000			
Program Costs	\$300,000	\$315,000	\$325,000	\$330,000	\$340,000
Master Planning	\$200,000	\$420,000	\$430,000		

From 2021-2025, the City will invest in the above project categories for a total of \$4,500,000 in flow monitoring, automating, professional consulting, and master planning the sewer system.

4.5.2 Project Schedule 2026-2030

From 2026-2030, the City will begin implementation of various projects to optimize the collection system based on the results found from previous years. The City will increase its flow monitoring to track success and in anticipation of future investments.

Table 4.5.2 Collection System Optimization (2026-2030)

	FY26-FY30
Flow Monitoring	\$2,500,000
Collection System Control & Automation	\$3,550,000
Program Costs	\$1,750,000

From 2026-2030, the City will invest approximately \$1,560,000 per year in these categories with a total investment of \$7,800,000.

4.5.3 Project Schedule 2031-2035

Table 4.5.3 Collection System Optimization (2031-2035)

	FY31-FY35
Flow Monitoring	\$1,800,000
Program Costs	\$1,500,000

From 2031-2035, the City anticipates investing approximately \$660,000 per year in these categories with a total investment of \$3,300,000.

4.6 TARGETED SSO REDUCTION

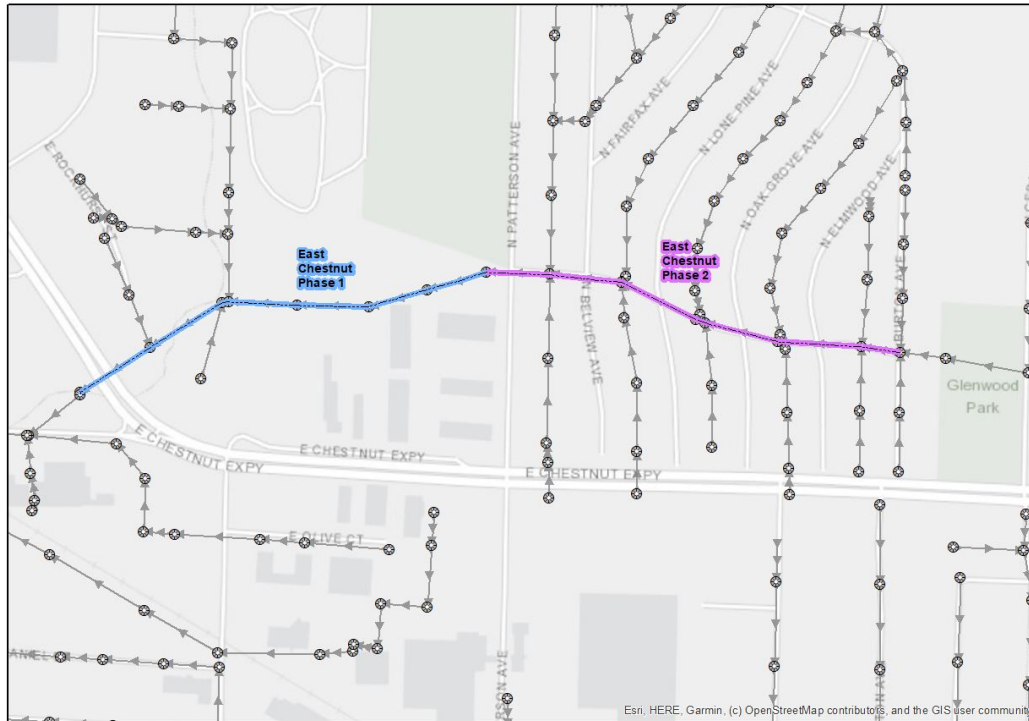
The current OCP included four specific projects targeted towards removing SSOs in public places, based on the Integrated Planning principal that the City should target investment in SSOs that have the biggest impact on the community. To date, the City has completed the initial phase of one of these projects (Smith Park) ahead of schedule. Originally this project was estimated at \$1.9 million. However, for a number of reasons, the City was able to complete the first phase in 2019 for just over \$450,000. Looking forward at the remaining SSO projects in the OCP, both the Doling Park project and Pea Ridge projects still appear to be appropriate, but the scope of the Galloway SSO project has changed significantly due to new information. Going forward, as the City learns more about the system, SSO projects in high profile areas using a triple-bottom-line approach will be prioritized.

4.6.1 Project Schedule 2021-2025

The first phase of the Smith Park project was completed ahead of schedule as part of the AAP. Since implementation, our flow monitoring has indicated that this project has had a significant impact on wet weather SSO volume overall and has dramatically reduced the occurrence of overflows within Smith Park.

Phase I and II of the East Chestnut Sewer Replacement project has been identified, through hydraulic modeling and field observation, as an opportunity to add capacity to the sewer system along East Chestnut Expressway and along Rockhurst Street. These projects will be done in cooperation with the City's Public Works department as they address flooding issues in these neighborhoods. Both of these projects will eliminate a significant number of SSOs in these areas and rank as a very high priority based on a number of factors. Figure 4.6.1 shows the extents of both of these projects.

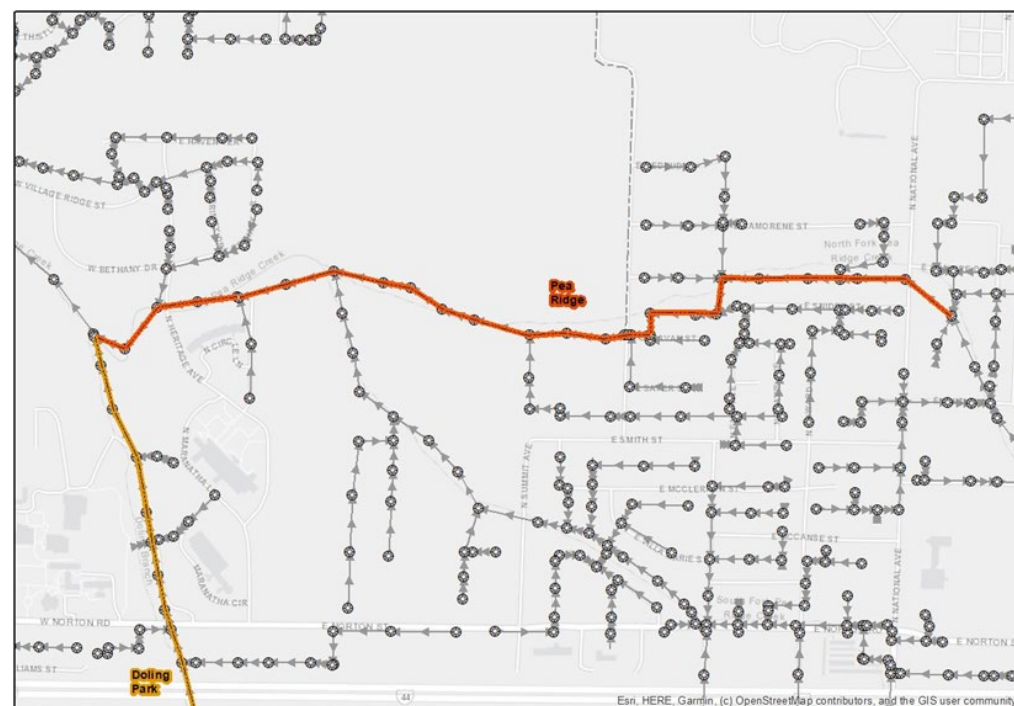
Figure 4.6.1 East Chestnut Sewer Replacement Phase I & II



The City will continue to work toward design and construction of the Doling Park sewer rehabilitation project as outlined in the current OCP. When complete, this will result in the elimination of several significant SSOs in this public use area. Figure 4.6.2 shows the portion of the system that will be addressed through this project.

A detailed map of a street network in a suburban area. The map features a grid of streets with various labels. A prominent orange line highlights a path starting from the top right, moving west along the top edge, then turning south along a central vertical corridor, and finally turning west at the bottom. This path passes through a green-shaded area labeled 'Doling Park'. Another orange line is visible in the top right corner, labeled 'Pea Ridge'. The map includes numerous street names such as W Smith St, W Norton Rd, W Williams St, W Evergreen St, W Bell St, Kerr St, W Woodridge St, W Summit Ave, E Smith St, E McClellan St, E Harrison St, E Evergreen St, and E Lincoln St. It also shows landmarks like 'Ozark Empire Fairgrounds' and 'Doling Park'. The map is overlaid with a dense network of small circular icons, each containing a number, representing a data layer. At the bottom right, there is a small text attribution: 'Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community'.

Figure 4.6.3 Pea Ridge Priority SSO Project



As a result of our capacity analysis to date, the Inman Creek trunk sewer near Kansas Avenue and Walnut Lawn will also be analyzed and designed during this phase with construction proposed beyond 2025. Inman Creek is a potentially sensitive watershed, with several karst features. This project will add capacity and address several SSO locations within the watershed. Figure 4.6.4 shows the estimated alignment of this proposed project.

Figure 4.6.4 Inman Creek near Kansas Avenue Sewer Replacement Project

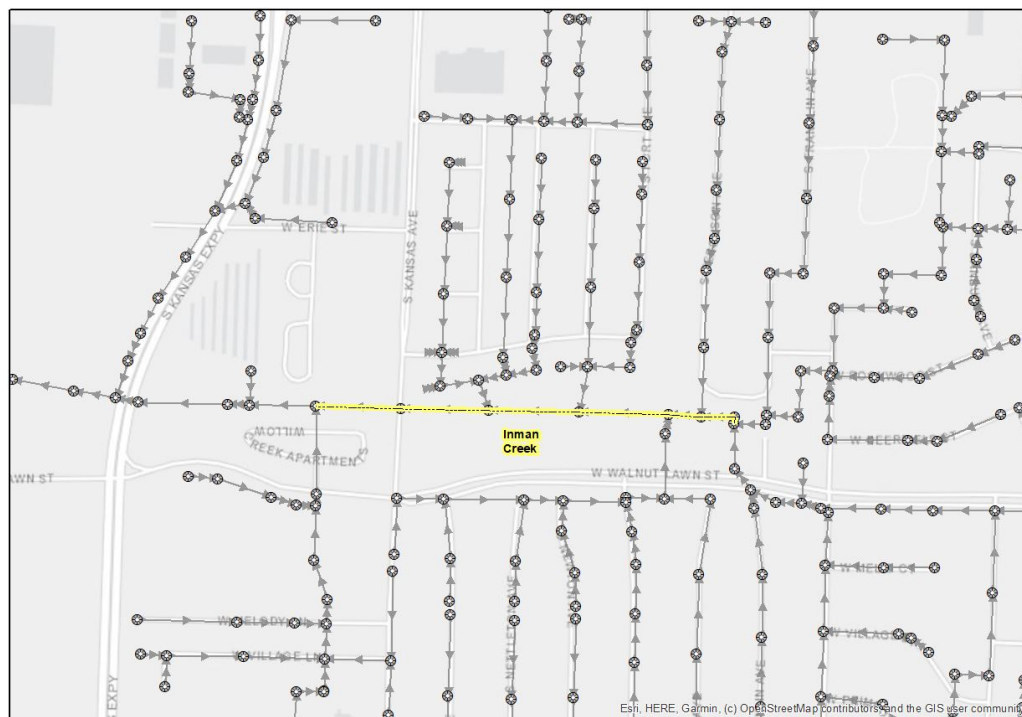


Table 4.6.1 reflects the estimated investment in these projects each year. However, the City will continue to refine their analysis and prioritize projects based on those that have the greatest impact to human health and water quality, in accordance with the Integrated Plan.

Table 4.6.1 Targeted SSO Reduction (2021-2025)

	FY21	FY22	FY23	FY24	FY25
Smith Park Priority SSO Project	\$450,000				
East Chestnut Sewer Replacement – Phase I	\$1,000,000				
East Chestnut Sewer Replacement – Phase II				\$200,000	\$1,150,000
Doling Park	\$650,000	\$1,700,000			

Pea Ridge	\$250,000	\$500,000	\$1,600,000		
Inman Creek near Kansas Avenue Sewer Replacement					\$100,000

From 2021-2025, the City will invest in the above project categories for a total of \$7,600,000 in projects targeted at removing SSOs in priority locations.

4.6.2 Project Schedule 2026-2030

From 2026-2030, the City will implement projects designed in the earlier phase and will use adaptive management to identify additional projects to be implemented during this period. It is anticipated that the City will construct improvements to the Inman Creek trunk sewer, which has the potential to significantly reduce SSO in this karst valley where pollutants have a more direct pathway to groundwater. The City has also identified a small project at Sunset and Kickapoo where additional capacity will reduce SSOs. During this time, the City will implement the second phase of the Smith Park project, constructing a parallel system downstream to Silver Springs Park. In addition, the City has identified the need for a parallel trunk line along the South Creek trunk sewer which will add significant wet weather capacity to this portion of the system.

Table 4.6.2 Targeted SSO Reduction (2026-2030)

	FY26-FY30
Inman Creek near Kansas Avenue Sewer Replacement	\$800,000
Sunset and Kickapoo near National Avenue	\$200,000
Smith Park to Silver Springs Park	\$3,000,000
South Creek Parallel Trunk Line	\$11,000,000
Targeted SSO Reduction Projects to be Identified	\$700,000

From 2026-2030, the City will invest approximately \$3,140,000 per year in these project categories for a total investment of \$15,700,000.

4.6.3 Project Schedule 2031-2035

From 2031-2035, the City will implement projects designed in earlier years and will use adaptive management to identify additional projects to be designed and implemented during this period.

Table 4.6.3 Targeted SSO Reduction (2031-2035)

	FY31-FY35
Targeted SSO Reduction Projects to be Identified	\$6,000,000

From 2031-2035, the City anticipates investing approximately \$1,200,000 per year in these categories with a total investment of \$6,000,000.

4.7 TREATMENT PLANT RENEWAL

The current AAP contemplates over \$40M in improvements at both WWTPs, including a new equalization basin at the NWTP. However, as the City continues to study the facilities, it does not appear that a new equalization basin will meet many of the program goals. Instead, the City will complete a master plan of both facilities that will inform investments now and in the future. There is still a need to invest significantly between 2021-2025 to rehabilitate existing facilities and to improve efficiency. Much of this spending is pushed out to the last 10 years, however, allowing the City to refine their plan to strategically invest in both facilities in a way that continues to optimize investments using information gained through other system rehabilitation, while maintaining their sterling record of wastewater treatment and corresponds with the goals of the ACJ.

One potential opportunity includes a possible decommissioning of outdated portions of the SWTP. The Southwest Wastewater Treatment Plant is a combination of two separate treatment trains. Plant 1 was constructed around 1978 and is nearing the end of its useful life. In addition, Plant 1 uses an archaic and energy-intensive process that results in a very high operational cost. A preliminary analysis indicates that there may be an opportunity to reconfigure the existing process, decommission and replace portions of Plant 1, and provide better treatment while saving \$1-\$2M/year in energy, alum, and maintenance costs.

4.7.1 Project Schedule 2021-2025

The City has completed several of the AAP projects ahead of schedule and has already implemented the polishing filter conversion. This project was initially estimated at \$6.2M and was recently completed for approximately \$2.5 million.

The City will begin a comprehensive master planning effort for both treatment facilities that will inform future investments. It is anticipated that this study will take several years and provide valuable information regarding future expansion, rehabilitation, and options to improve and optimize the treatment process at both facilities.

The City has begun construction on several other facility rehabilitation projects including improvements to the HVAC system in the laboratory and administrative buildings, including new fume hoods and HVAC systems, as well as on a dewatering pump station and grit handling

improvements for Pond 2. The City is also in the process of designing upgrades to the influent pumping station, headworks, and aeration basin, with implementation scheduled during this period.

Other facility rehabilitation projects have already been identified including clarifier launder covers at the SWTP, RAS valve replacements at the NWTP, improved solids handling at the NWTP, and upgrades to the biogas treatment train at the SWTP. The City will continue strategic investment in improving facility automation and data management which will allow staff to better track energy usage and identify opportunities to improve efficiency. We have implemented a new computerized maintenance system (CMMS) and are in the process of implementing a water information system (WIMS). We will continue to identify and evaluate projects that support our sustainability goals such as solar or renewal natural gas (RNG). Table 4.7.1 reflects the estimated investment in treatment plant renewal each year.

Table 4.7.1 Treatment Plant Renewal (2021-2025)

	FY21	FY22	FY23	FY24	FY25
Plant 2 Polishing Filter Upgrades	\$2,500,000				
Facility Master Plan	\$500,000	\$700,000	\$500,000		
Lab HVAC Improvements & Building Remodel	\$1,300,000				
Headworks/Plant 2 Improvements	\$600,000	\$300,000	\$3,000,000		
Pond 2 Pump Station and Grit Handling Facility	\$1,000,000				
Facility Rehabilitation	\$500,000	\$500,000	\$500,000	\$100,000	

From 2021-2025, the City will invest in the above project categories for a total of \$12,000,000 in treatment facility renewal.

4.7.2 Project Schedule 2026-2030

From 2026-2030, the City will begin implementing projects identified in the master planning efforts completed in previous years. It is anticipated that these improvements will include the decommissioning of Plant 1 and associated facility improvements as well as an expansion of the overall NTWP. The City anticipates replacing the blowers at the NWTP. As these studies are completed, the project schedule will be refined with additional detail in the City's annual reporting in anticipation of future investments.

Table 4.7.2 Treatment Plant Renewal (2026-2030)

	FY26-FY30
Plant 1 Decommission	\$8,000,000
NWTP Blower Replacement	\$800,000
NWTP Expansion	\$6,500,000

From 2026-2030, the City will invest approximately \$3,060,000 per year in these project categories with a total investment of \$15,300,000.

4.7.3 Project Schedule 2031-2035

The City will continue to implement projects identified in the previous master planning effort to ensure that the goals of the ACJ are met. The James River lift station is a critical component to the City's wastewater infrastructure and there may be opportunities to improve performance that will result in SSO reductions. The City has also identified potential needs for improved grease handling and upgrades to the headworks facility at the NWTP. In addition, other projects to be identified may include struvite control, further automation, facility rehabilitation, miscellaneous lift station upgrades, upgrades to Plant 2, alternative wet weather handling, energy savings, renewable energy investments, or other recommendations from the master planning efforts, project results, and data collection. The project list will be continuously refined as a result of adaptive management and the Integrated Planning process.

Table 4.7.3 Treatment Plant Renewal (2031-2035)

	FY31-FY35
James River Lift Station Improvements	\$10,000,000
Headworks/Grease Handling Improvements (NWTP)	\$5,000,000
Projects to be Identified	\$17,000,000

From 2031-2035, the City anticipates investing approximately \$6,400,000 per year in these categories with a total investment of \$32,000,000.

4.8 GREEN INFRASTRUCTURE

In 2019, the United States Congress amended the Federal Water Pollution Control Act (Clean Water Act) by ratifying the Federal Water Infrastructure Improvement Act (FWIA) to provide for an Integrated Planning process and to promote green infrastructure. The legislation specifically

allows for integration of all Clean Water Act requirements, including municipal wastewater and stormwater.

Consistent with the FWIA, the City's Integrated Planning efforts have yielded some great results in recent years. The most recent analysis confirms that investments made in green infrastructure yields a greater net benefit to water quality than a similar level of investment in SSO reduction. Direct investment in the sanitary sewer system is the fundamental basis of this program, however the goal of the Amended Consent Judgment, and ultimately the Clean Water Act, is to improve the quality of our lakes and streams. Through Integrated Planning, it is apparent that a portion of Springfield's efforts toward achieving compliance with the Clean Water Act should include projects that address stormwater as well as wastewater. Green Infrastructure initiatives which have a higher net benefit than corresponding wastewater initiatives will more effectively achieve the goals of the Clean Water Act, which ultimately saves sanitary sewer ratepayers money by avoiding more costly investments in efforts that have a lower net benefit to the community.

The City's Integrated Planning analysis has identified several potential projects such as Renew Jordan Creek, restoring Fassnacht Creek, and numerous other projects and programs to enhance streetscapes, increase tree canopy, and restore stream corridors to a more natural setting. In addition, this project category allocates funding in order to take advantage of future pollutant trading opportunities in accordance with EPA's 2019 update to the agency's Water Quality Trading Policy.

4.8.1 Project Schedule 2021-2025

The Green Infrastructure component of this plan will include projects, programmatic components, and pollutant trading opportunities. The City's Department of Public Works is responsible for maintaining public infrastructure related to stormwater conveyance and flood control. There are several opportunities identified to enhance stormwater projects with green infrastructure components that improve water quality.

Through the SROI component of the City's Integrated Plan, riparian restoration has been identified as a solution that achieves tremendous benefits to both water quality and the surrounding community. The City has identified several potential projects such as South Creek at National and Sunset Street; South Dry Sac at Stewart Avenue; and North Branch of Jordan Creek at Yates Avenue. These stream and riparian restoration projects are included to acquire, rehabilitate, and maintain waterways and drainage systems to enhance their natural function and aesthetic value to the community, taking advantage of the triple bottom line benefit. Other projects may include streetscapes, green alleys, and targeted investments based on watershed planning.

The plan also includes programmatic components such as tree canopy restoration, watershed planning efforts, and cost share programs to enhance the community's green infrastructure.

There are significant opportunities in the Upper James River and Sac River watersheds for pollutant trading that could result in a greater net benefit to the community. The James River and subsequent Table Rock Lake as well as Sac River and subsequent Stockton Lake are economic drivers for the Ozark region and contribute heavily to the quality of life in the region. Stakeholders in each of these watersheds are working to address water quality impairments through long-standing TMDLs. Considering these watersheds in the context of the City's Integrated Plan, it becomes apparent that much of the investment toward water quality, especially on the James River, is taking place

downstream of the community's drinking water source which has been identified as a very high priority for the Springfield community. Within this project category, Springfield will work with regional partners to leverage funding to address pollution sources in a way that is cost effective and achieves maximum benefit.

Green Infrastructure opportunities will be assessed and prioritized based on those that yield a competitive benefit to the community and water quality. Table 4.8.1 reflects the estimated investment in green infrastructure projects and programs each year.

Table 4.8.1 Green Infrastructure (2021-2025)

	FY21	FY22	FY23	FY24	FY25
Water Quality enhancements to Stormwater CIP	\$200,000	\$450,000	\$800,000	\$800,000	\$1,150,000
Riparian Restoration	\$200,000	\$450,000	\$500,000	\$500,000	\$500,000
Green Infrastructure Programs	\$100,000	\$250,000	\$450,000	\$500,000	\$500,000
Pollutant Trading Opportunities	\$100,000	\$100,000	\$110,000	\$120,000	\$120,000

From 2021-2025, the City will invest \$7,900,000 in Green Infrastructure Initiatives to improve water quality.

4.8.2 Project Schedule 2026-2030

From 2026-2030, the City will continue to use its Integrated Plan to identify opportunities for Green Infrastructure. Opportunities are anticipated to include projects, programmatic components and pollutant trading opportunities similar to what is identified in the previous period.

Table 4.8.2 Green Infrastructure (2026-2030)

	FY26-FY30
Water Quality enhancements to Stormwater CIP	\$5,500,000
Riparian Restoration	\$2,500,000
Green Infrastructure Programs	\$2,400,000
Pollutant Trading Opportunities	\$600,000

From 2026-2030, the City will invest approximately \$2,200,000 per year in these categories with a total investment of \$11,000,000.

4.8.3 Project Schedule 2031-2035

From 2031-2035, the City will continue to use its Integrated Plan and adaptive management strategies to identify and implement green infrastructure investments. Opportunities are anticipated to continue to include the categories of projects, programmatic components, and pollutant trading as described in earlier years.

Table 4.8.3 Green Infrastructure (2031-2035)

	FY31-FY35
Water Quality enhancements to Stormwater CIP	\$11,000,000
Riparian Restoration	\$3,500,000
Green Infrastructure Programs	\$3,500,000
Pollutant Trading Opportunities	\$600,000

From 2031-2035, the City anticipates investing approximately \$3,700,000 per year in these categories with a total investment of \$18,600,000.

4.9 OPERATIONS FACILITY

Since the City began implementation of the OCP in 2012, the number of employees working for the Department of Environmental Services has more than doubled. Environmental Services is currently housed alongside the Department of Public Works in the City's maintenance compound. Office/operational space here is limited and, with recent growth, the Department is struggling to find adequate accommodation for staff and equipment.

Environmental Services currently owns 200+ acres of buffer land adjacent to the SWTP and initial investigations show it could be an ideal place to consolidate its operations. This move would also make space available to the Department of Public Works at the existing compound.

4.9.1 Project Schedule 2021-2025

This project category allocates \$13 million toward constructing a new facility on the property north of the Southwest Wastewater Treatment Plant. This move will allow better coordination between collection system staff and treatment plant staff and fits well with the City's goal of becoming a more sustainable utility by positioning the department for more effective operations going into the future. Table 4.9.1 reflects the estimated investment in the facility each year.

Table 4.9.1 New Operations Facility (2021-2025)

	FY21	FY22	FY23	FY24	FY25
New Operations Facility	\$500,000	\$6,500,000	\$6,000,000		

From 2021-2025, the City will invest \$13,000,000 in constructing a new operations facility.

5.0 Implementation

The projects listed in the OCP and the 2021 Supplement represent a means of focusing resources in areas that are important to the community and focusing on solutions that are proven to be cost-effective. The approved OCP is adaptable to ensure consistency with the Integrated Plan, allowing Springfield to invest wisely in projects that mean the most to our community, in a way that protects the environment while being affordable to our rate payers.

5.1 Adaptive Management

Projects may be reprioritized based on continued flow monitoring, results of completed projects, and further evaluation on the local geologic conditions and their relationship to the extended infiltration periods experienced in Springfield. Costs included in the individual project estimates are based on current knowledge and information of the system. Throughout the development of each project, the cost-effectiveness will be evaluated, and funds may be reallocated to other projects within the OCP or 2021 Supplement. Within each of the proposed projects, the City will continue to explore new methods to achieve the overall goal of clean water through scheduling and prioritizing OCP projects in a more cost-effective manner. As stated in section 1.11.3 of the OCP, our goal is to better understand the system and to evaluate additional cost-effective I&I reduction strategies which will in turn decrease the cost of future capacity improvements and wet weather treatment. A comprehensive adaptive management strategy will cause our project lists to evolve as we learn more about our POTW as a whole and the successes of work performed.

5.2 Reevaluation

Section IX.A.9 of the ACJ states the City's proposed implementation schedule for the OCP "shall not extend beyond December 31, 2031 unless the State determines a higher level of service justifies a longer schedule." Section IX.A.10 of the ACJ requires the OCP to include a process "to reevaluate the effectiveness of efforts under the EAP and OCP and will include a process to reevaluate the commitments and timelines contain in the City's OCP. The City shall evaluate and may propose, updates or revisions to its OCP as necessary to ensure the City can meet its obligations, effectively and efficiently operate the POTW, and comply with its Operating Permits." Minor updates or revisions will not be considered modifications requiring court approval, subject to Section XXIV of the OCP. However, the City shall submit any proposed major revisions to the OCP to the State for review and approval in accordance with Section XXIV (Modification) of the Amended Consent Judgment. The OCP approved by MDNR and the Circuit Court in 2015 states "the City will submit an updated plan by July 1, 2025. The updated plan will include proposed Phase 3 improvements for the period beyond 2025." Following the adaptive management philosophy, the need to review and potentially adjust the scope and schedule of the OCP was anticipated and provided for within both the ACJ and the OCP.

This 2021 Supplement completes a review of OCP progress made to-date and provides a proposed updated listing of projects and programs for the AAP phase of the OCP with a new timetable for orderly completion of those commitments. The new timetable includes projects beyond 2025, the need for which was anticipated in the OCP, and will require an extension of time from the December 31, 2031 deadline contained in the ACJ to a new completion deadline of June 30, 2035. As a condition of this timeline extension, the City will submit an updated OCP plan by April 1, 2035 which will document the level of service (LOS) that has been obtained through the EAP and OCP

efforts and will either recommend additional projects and programs, if necessary, to achieve the goals of the ACJ or will state how the goals of the ACJ have been successfully completed.

5.3 Reporting

The ACJ, in Section XI.B, requires the City to submit an annual status report by March 31 of each calendar year. The annual status report is to cover the prior calendar year and contain a summary of the status and progress of all projects and programs that comprise the EAP and OCP. The City has consistently complied with this requirement and submitted the most recent 2019 annual status report to MDNR on March 30, 2020.

The City is proposing to adjust future reporting periods to align with the City's fiscal year, which runs from July 1 to June 30 of the subsequent calendar year. The revised deadline will facilitate the reporting of financial data and will bring the ACJ reporting into alignment with separate, but related, annual status reporting required for the City's National Pollutant Discharge Elimination System (NPDES) permit for the City's Municipal Storm Sewer System (MS4) and for the Springfield-Greene County Integrated Plan status as required for the City's Operating Permit for the SW Wastewater Treatment Plant. Aligning these three annual status reports with the City's fiscal year will promote consistency in data that may be contained in multiple status reports.

To transition from calendar year reporting to fiscal year reporting, the City proposes to not submit a calendar year report for 2020 in March of 2021, but instead prepare its next report to include an 18-month period ending June 30, 2021. The ACJ revised reporting deadline would be submitted to MDNR by September 30, 2021. Each subsequent annual report will cover a 12-month fiscal year ending June 30 and the annual status report will be due by September 30 of the same calendar year.

**IN THE CIRCUIT COURT OF GREENE COUNTY
STATE OF MISSOURI**

STATE OF MISSOURI ex rel.,)
ERIC SCHMITT, Attorney General)
Of Missouri, AND THE MISSOURI)
DEPARTMENT OF NATURAL)
RESOURCES, AND THE MISSOURI)
CLEAN WATER COMMISSION,)

Plaintiff,)

v.)

Case No. 31195CC1941

THE CITY OF SPRINGFIELD,)
MISSOURI,)

Defendant.)

**JOINT MOTION TO ENTER SECOND AMENDED CONSENT JUDGMENT
WITH ORDER ENTERING SECOND AMENDED CONSENT JUDGMENT**

Plaintiff State of Missouri, on behalf of the Missouri Department of Natural Resources (MDNR), filed a Petition against the Defendant, City of Springfield (City) (collectively the “Parties”) on or about May 31, 1995, concurrently with the lodging of a Consent Decree (1995 Consent Decree). The Petition alleged that the City violated the Missouri Clean Water Law and the conditions and limitations of the City’s Operating Permits issued to the City by MDNR. After successfully implementing the 1995 Consent Decree, the Parties sought and received this Court’s approval, pursuant to Paragraph 31 of the 1995 Consent Decree, to amend the Judgment and enter into an Amended Consent Judgment on May 15, 2012 (2012 Amended Consent Judgment). The Parties now seek the Court’s approval, pursuant to Paragraph XXIV(A) of the 2012 Amended Consent Judgment to enter into a Second Amended Consent Judgment.

WHEREAS on May 31, 1995, this Court entered a Consent Decree in the above-captioned matter. (1995 Consent Decree);

WHEREAS in accordance with Paragraph 31 of the 1995 Consent Decree the parties sought and received this Court's approval to enter an Amended Consent Judgment on May 15, 2012 (2012 Amended Consent Judgment);

WHEREAS Paragraph XXIV(A) of the 2012 Amended Consent Judgment authorizes modification by written agreement of all parties and approval of this Court for major modifications;

WHEREAS the City of Springfield has invested more than \$125 million in both Early Action and Foundation Projects as required by the 2012 Amended Consent Judgment;

WHEREAS the Early Action and Foundation Projects, along with other programs and activities implemented by the City of Springfield have successfully and cost-effectively restored portions of the City's sewer system, reduced peak wet weather sewer flows, and reduced sewer overflows;

WHEREAS following the successful implementation of the initial phase of the 2012 Amended Consent Judgment requirements, the Parties have reevaluated and agreed upon a further investment of \$175 million by the City, through 2035. The total \$300 million investment, from 2021 to 2035, will be delineated through the 2021 Supplemental Overflow Control Plan that will (1) further rehabilitate the City's sewer collection and treatment systems, (2) enhance sewer system performance during wet weather, (3) address defects in certain privately owned sewer facilities, (4) improve stormwater management, and (5) address other priority public infrastructure investments pursuant to the City of Springfield's approved Integrated Plan.

WHEREAS, the Parties have also made non-substantive updates (such as to the notice parties and signatories) as well as other clarifications to the proposed Second Amended Consent Judgment;

NOWTHEREFORE, pursuant to the authorization for amendment set forth in Paragraph XXIV(A) of the 2012 Amended Consent Judgment, the parties request this Court approve the Second Amended Consent Judgment to incorporate the 2021 Supplemental Overflow Control Plan as agreed to by the Parties as well as to make other non-material updates and clarifications.

Respectfully Submitted,

City of Springfield,

By: _____
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One-rdg. X
P. Hrngs.
Pgs. 13
Filed: 03-16-21

Sponsored by: McGull

First Reading:

Second Reading:

COUNCIL BILL 2021- 071

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to apply to the United States
2 Department of Housing and Urban Development for Federal Fiscal
3 Year 2021 Community Development Block Grant and HOME
4 Investment Partnership Program funds under the Consolidated Plan,
5 to accept Community Development Block Grant and HOME
6 Investment Partnership Program funds, to enter into any necessary
7 agreements to carry out the grants, and to exercise any and all
8 powers necessary to implement selected projects; selecting projects
9 for funding for the City of Springfield Fiscal Year 2021-2022;
10 reaffirming the Community Development Objectives and Priorities;
11 and declaring that this Ordinance qualifies as a one-reading bill
12 pursuant to City Charter Section 2.16(25). (City Council is not
13 expected to vote on this Ordinance after the first reading on March 22,
14 2021.)
15 _____
16

17 WHEREAS, it is anticipated that the City of Springfield, Missouri, will receive
18 approximately \$1,627,327 in Community Development Block Grant ("CDBG") funds and
19 approximately \$1,050,047 in HOME Investment Partnership Program ("HOME") funds
20 for the Fiscal Year beginning July 1, 2021; and
21

22 WHEREAS, CDBG proposals were received at a joint public hearing of City
23 Council and the Citizens' Advisory Committee for Community Development ("CACCD")
24 on January 12, 2021; and
25

26 WHEREAS, City staff prepared recommendations on discretionary project
27 funding and said recommendations were reviewed by the CACCD at their January 26,
28 2021 meeting; and
29

30 WHEREAS, pursuant to Resolution 8720, which is attached hereto as "Exhibit
31 D," the CACCD's role is to provide City Council with comments regarding Staff's
32 recommendations; and
33

34 WHEREAS, the CACCD determined that CACCD member comments, if any, will
35 be provided to City Council verbally by the CACCD Chair during the March 22, 2021,
36 City Council first reading and public hearing; and
37

38 WHEREAS, in order to meet HUD deadlines, and allow for adequate public
39 comment, an ordinance authorizing the City to make application must be adopted by
40 April 26, 2021; and
41

42 WHEREAS, pursuant to City Charter Section 2.16(25) this Ordinance qualifies as
43 a one-reading bill because it relates to the acceptance of a grant from a federal agency.
44

45 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
46 SPRINGFIELD, MISSOURI, as follows, that:
47

48 Section 1 – The City Manager, or his designee, is hereby authorized to make
49 application to HUD for grant funding in the amount of \$1,627,327 in CDBG funds and
50 \$1,050,047 in HOME funds, for those projects set out in “Exhibits A and B,” said exhibits
51 being attached hereto and incorporated herein by this reference.
52

53 Section 2 – The City Manager, or his designee, is hereby authorized to accept
54 funding and implement those projects set out in “Exhibits A and B,” upon acceptance
55 and approval by HUD of such application and agreement, and to do all things necessary
56 and convenient to carry out any CDBG or HOME grants awarded in connection with
57 said application, including the execution of contracts, provided the form of the contract
58 is approved by the City Attorney.
59

60 Section 3 – City Council authorizes the City Manager, or his designee, to file a
61 final statement of Community Development Objectives and a HOME Program
62 Description with HUD as set out in Section 1 and 2 of this Ordinance.
63

64 Section 4 – City Council hereby authorizes the City Manager, or his designee, to
65 exercise any and all powers necessary or convenient to obtain Community
66 Development funding and implement those projects set out in “Exhibits A and B,”
67 including the right to execute a sub-grant agreement or agreements for the
68 administration of said projects, provided that the form of the agreement or agreements
69 is approved by the City Attorney.
70

71 Section 5 – City Council hereby reaffirms the Community Development
72 Objectives and Priorities, attached hereto as “Exhibit C” and incorporated herein by this
73 reference.
74

75 Section 6 – City Council hereby finds and declares that this Ordinance relates to
76 the acceptance of a grant from a federal agency and pursuant to Section 2.16(25) of the
77 City Charter, this Ordinance may be passed in one reading. This Ordinance shall be in
78 full force and effect from and after passage.
79

80 Passed at meeting: _____

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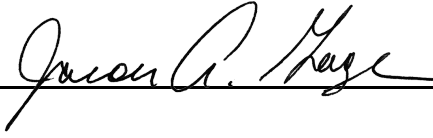
94

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-071

FILED: 03-16-21

ORIGINATING DEPARTMENT: Planning and Development Department

PURPOSE: Authorizing the City Manager, or his designee, to apply to the United States Department of Housing and Urban Development (HUD) for Federal Fiscal Year 2021 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds under the Consolidated Plan, to accept Community Development Block Grant and HOME Investment Partnership Program funds, to enter into any necessary agreements to carry out the grants, and to exercise any and all powers necessary to implement selected projects; to select projects for funding for the City of Springfield Fiscal Year 2021-2022; to reaffirm the Community Development Objectives and Priorities; and to declare that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25). (City Council is not expected to vote on this Ordinance after the first reading on March 22, 2021.)

BACKGROUND INFORMATION: The City is applying for \$1,627,327 in CDBG funds and \$1,050,047 in HOME funds for the next fiscal year beginning July 1, 2021. The CDBG funding recommendations of the Planning and Development Department Staff are described in "Exhibit A," attached hereto. "Exhibit B" is the HOME Program Description for the use of HOME funds, which are principally dedicated to affordable rental housing rehabilitation and affordable new infill rental housing construction. The Community Development Objectives and Priorities for the program are described in "Exhibit C".

CDBG proposals were received and a joint public hearing was held on January 12, 2021, before City Council and the Citizens' Advisory Committee for Community Development (CACCD). Following the joint public hearing, the Planning and Development Department Staff rated the projects as high, medium, or low priority activities in meeting objectives and priorities of the City Council and federal CDBG requirements, pursuant to City Council Resolution 8720, attached as "Exhibit D". The CACCD held a public hearing on January 26, 2021 to review the staff assessment and recommendations in concert with the Staff. During the January 26, 2021 public hearing, a determination was made by the CACCD that CACCD member comments (if any) will be provided to City Council verbally by the CACCD Chair during the March 22, 2021 City Council First Reading and Public Hearing.

In order to meet HUD deadlines, an ordinance authorizing the City to make application must be adopted by April 26, 2021, to allow public review and comment prior to submission of the application to HUD. This Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25) because it relates to the acceptance of a grant from a federal agency.

REMARKS: No other public comments have been received at this time.

Submitted by:


Bob Jones, Grants Administrator

Recommended by:


Mary Lilly Smith, Director

Approved by:

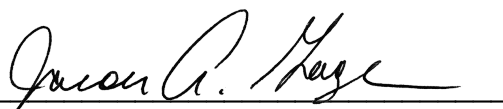

Jason Gage, City Manager

EXHIBIT A

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROPOSALS FOR FY 2021-22**

		Staff Recommendation				
PROJECT #	PROJECT NAME	SPONSOR	FY2021 STAFF RECOMMENDED	RE-PROGRAMMED FUNDS	CHAP REVOLVING INCOME OR PY GRANT	COMMERICAL REVOLVING LOAN PROGRAM
PRIORITIES						
*/**AP-1	CDBG Administration	Dept of Planning and Development	162,732.00		179,566.00	
*/**AP-2	Planning and Neighborhood Conservation	Dept of Planning and Development	162,732.00		9,160.00	
*/**H-1	Comprehensive Housing Assistance Program (CHAP)	Dept of Planning and Development	733,504.10		11,589.27	
**ED-1	Commercial Loan Program	Dept of Planning and Development	0.00			1,349,000.00
PS-1	One Door	Community Partnership of the Ozarks	104,468.00			
***#H-2	Emergency Home Repairs	Ozarks Area Community Action Corporation	60,000.00		15,000.00	
***#H-3	Emergency Home Repairs	Catholic Charities of Southern Missouri, Inc.	60,000.00		15,000.00	
***#H-4	Emergency Home Repairs	Council of Churches of the Ozarks, Inc.	60,000.00		15,000.00	
***#H-5	Emergency Home Repairs	Habitat for Humanity of Springfield, Missouri, Inc.	60,000.00		15,000.00	
Total Priorities			1,403,436.10	0.00	260,315.27	1,349,000.00
DISCRETIONARY HOUSING						
H-6	Blue House Project	Drew Lewis Foundation, Inc.	0.00			
Total Housing			\$ -	\$ -	\$ -	\$ -
DISCRETIONARY ECONOMIC DEVELOPMENT						
ED-2	Expanding Capacity to Build Racial Diversity and Inclusion...	Minorities In Business, Inc.	0.00			
Economic Development			\$ -	\$ -	\$ -	\$ -
DISCRETIONARY PUBLIC SERVICES						
*PS-2	Emergency Social Services Program	The Salvation Army	19,719.95			
*PS-3	Weekend Backpack Program	Ozarks Food Harvest	19,719.95			
*PS-4	LifeHouse Crisis Maternity Home, Residential and AfterCare Program	Catholic Charities of Southern Missouri, Inc.	23,771.99			
*PS-5	Harmony House Emergency Shelter Meals Program	Family Violence Center, Inc.	23,771.99			
*PS-6	Lunch Buddies Program/Focus Area Mentoring: One to One Mentoring	Big Brothers Big Sisters of the Ozarks	16,208.18			
*PS-7	Empowering Youth 2021-2022	Great Circle	23,771.99			
*PS-8	Making Sense of Money Financial Literacy Program	Community Partnership of the Ozarks	19,719.95			
*PS-9	McGregor in the Morning	Boys & Girls Club of Springfield, Inc.	13,995.01			
*PS-10	Rare Breed Youth Outreach Center	The Kitchen, Inc	23,771.99			
*PS-11	Strengthening Families in Crisis	The Crisis Nursery of the Ozarks	19,719.95			
*PS-12	Forensic Interviewer	The Child Advocacy Center, Inc	19,719.95			
Total Discretionary			\$ 223,890.90			
Grand Total			\$ 1,627,327.00			

* All proposed activities have been proportionately increased by from the estimated funding levels to match the actual HUD allocation amounts in these line items.

** Funded by Revolving Loans.

*** Partially or fully funded by Revolving Loans and prior year grants.

Expenditures may begin upon passage of the Ordinance.

EXHIBIT B

**PROGRAM DESCRIPTION FOR USE OF HOME FUNDS
2021-22 FISCAL YEAR**

LOANS FOR HOUSING REHABILITATION, NEW INFILL CONSTRUCTION, & DPA	\$ 737,047.00
CHDO SET-ASIDE*	\$ 158,000.00
CHDO OPERATING EXPENSES*	\$ 50,000.00
HOME ADMINISTRATION	\$ 105,000.00
TOTAL	\$ 1,050,047.00
HOME PROGRAM INCOME MAY BE USED FOR ELIGIBLE HOME ACTIVITIES (ESTIMATE)	\$ 1,200,000.00

*Community Housing Development Organizations (CHDO) are required by statute to receive approximately 15% of the total HUD appropriation. An additional approximate 5% shown above is to be utilized for operating expenses for the CHDO to maintain its development capacity.

COMMUNITY DEVELOPMENT OBJECTIVES

The Consolidated Plan subscribes to a program which furthers the following federally initiated objectives:

The establishment of a viable community by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income through activities designed to meet the specific objectives of:

- the elimination of slum and blight
- the elimination of conditions which are detrimental to health, safety, and public welfare
- principally benefitting persons of low and moderate income

The following local objectives shall be utilized in selecting projects and activities for funding:

Leveraging: Priority is given to the use of community development funds and resources to leverage direct private and non-Federal investment and to stimulate spin-off and ancillary development and activities consistent with established community development objectives and targets. The degree of leveraging will be considered in the evaluation of projects and progress.

Cost-Benefit: All allocations of community funds and resources should produce a benefit level measured in terms of community objectives and targets that justifies the expenditure. Projects and programs should demonstrate a high degree of benefit to cost.

Targeting: The allocation of community development funds and resources is most effective when an array of tools, projects and program is directed toward a specific geographic area or particular sphere of concern consistent with prior planning and systematic needs assessment. Priority is thus given to programs and projects that demonstrate a high degree of benefit to cost.

Citizen Involvement: Community Development efforts are most apt to prove effective where there is active involvement by those citizens affected by and benefitting from such efforts. Such involvement should begin in the earliest stages of program formulation and continue through implementation and organization and commitment for sustained and continuing involvement.

Self-Sufficiency: The establishment of sustained community development program depends at least in part upon reliable and predictable revenue sources. Reduced reliance on outside funding sources is a high priority management objective. Preference is thus given to revolving programs or programs that produce revenues to the community development program.

General Evaluation Criteria

Project Implementation: A project should provide a clear plan to alleviate community needs and the applicant should be able to provide performance measures for carrying out the plan.

Project Readiness: A project should be ready to proceed as defined in the proposal. The ability to start a project and bring to completion is emphasized by HUD.

COMMUNITY DEVELOPMENT PRIORITIES

1. Funding commitments necessary to satisfy goals established in the Comprehensive Housing Affordability Strategy are given highest priority.
2. Commercial property rehabilitation and assistance to small business in targeted areas shall remain a priority.
3. Priority shall be given to maintenance of a policy planning and management capacity in order to determine needs, establish short and long term goals and objectives, and evaluate progress on programs and activities in accomplishing overall goals and objectives. The focus shall be neighborhood conservation, business revitalization and commercial viability, historic preservation and affordable housing in the older, built environment of the City.
4. Staff funding shall continue to (a) implement specifically assigned community development projects, (b) provided technical assistance in the planning, formulation and implementation of public-private partnerships, particularly in relation to affordable housing and other activities of principal benefit to persons of low and moderate income, (c) pursue funds and resources to further enhance the community development program, and (d) administer the CDBG Program and meet other necessary and unavoidable program requirements.
5. The following target areas shall be priorities for channeling fiscal resources for housing and economic development;
 - Comprehensive Housing Assistance Program (CHAP) Revitalization Area:
Area that is generally bounded by West By-Pass, Glenstone, and Interstate 44 and south to Grand Street plus Census Tract 4.
 - Commercial Property Rehabilitation and Assistance Areas:
Citywide
6. Funding commitments for HUD required homeless assistance and homeless prevention activities (such as central intake and coordination of services) are given a high priority.
7. Priority consideration shall also be given to projects which contribute to environmental sustainability; housing accessibility; employment and business opportunities for low income and minority residents; support for fair housing; and emergency home repair.

Exhibit D

Pub. Imp. _____
Govt. Grnt. _____
Emer. _____
P. Hrngs. _____
Pgs. 4
Filed: 12-14-99

Sponsored by: Gannaway

AMENDED

COUNCIL BILL NO. 99 - 437

RESOLUTION NO. 8720

A RESOLUTION

ADOPTING three new policies as a part of the City of Springfield, Missouri's Community Development Block Grant procedures which would include (1) a conflict of interest provision, (2) greater staff involvement in evaluation of projects, and (3) establishing a maximum for Community Development Block Grant discretionary projects in Federal fiscal year 2000 with a provision for increasing such amount in the future. (City Council Governmental Relations Committee recommends approval.)

WHEREAS, the application process for Community Development Block Grant funds is competitive among various community organizations; and

WHEREAS, the City Council wishes to avoid any conflict of interest, real or perceived, in the awarding of such funds; and

WHEREAS, such funds are limited in amounts available for discretionary projects; and

WHEREAS, the City Council desires to partially fund various projects rather than a few large projects; and

WHEREAS, the consideration of the granting of such funds should also include Council priorities and community needs which could be assisted by more staff participation in the evaluation of the various projects for consistency with priorities and identified needs.

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

That the City Council hereby adopts three new policies for the application process for the Community Development Block Grant funds which new policies shall read as follows:

Policy 1 - The application process for limited Community Development Block Grant funds is highly competitive. Members of

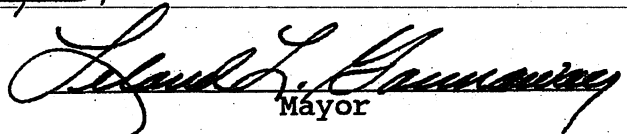
Exhibit D

the Citizens Advisory Committee for community development should exercise special care in order to preserve the integrity of the process and any appearance of impropriety or conflict of interest. Members are encouraged to seek advice from the City Attorney with respect to any questions which they may have concerning conflicts of interests or even the appearance of a conflict. A Committee member shall not be affiliated with any organization at the time an application for a Community Development Block Grant is made, or within a twelve month period preceding application. Affiliation is defined to mean serving as a board, committee or general member, a member of staff or involved in fund raising activities. If such a conflict exists, the Committee member shall no longer serve on the Committee.

Policy 2 - The City staff shall be involved in the evaluation of applications for Community Development Block Grant funds and include in this involvement a collaboration effort with other funding groups such as the United Way, Community Foundation and the Junior League with respect to Council's objectives and priorities for the community. This will permit a broader perspective on the agencies submitting applications and the projects to be considered. This evaluation shall also include a staff evaluation of budgets, financial data and the merits of the proposed activities. Staff should rate the projects as high, medium or low priority activities in meeting objectives and priorities of the City Council and federal CDBG requirements. The Citizens Advisory Committee will review with staff the staff assessment and recommendations and submit comments to the City Council. The City Council shall make the final decision on selection of projects and appropriation of funds. Public hearings shall continue as a part of the process of evaluating applications as outlined in the Citizen Participation Plan.

Policy 3 - No application should be granted for any one project in federal fiscal year 2000 for an amount that exceeds \$75,000.00. This amount may be raised in subsequent fiscal years if City Council determines such an increase is justified. In no event shall such an increase exceed three percent in any given year.

Passed at meeting: December 13, 1999


Mayor

Attest: David M. Giff, City Clerk

Approved as to form: R. Wright, City Attorney

Approved for Council action: Hammon, City Manager

N:\SHARE\CBILLS\am-cdbgpolicies.wpd

CACCD

Exhibit D

Aff. Agcy. Noticed Yes
Emergency Required No
P. Hrngs. Required No
Fiscal Note Required No
Board Rec. Required No
Sponsors Carlson, Chancellor,
Gibson and Rhodes

Date November 15, 1999

EXPLANATION TO COUNCIL BILL NO. 99-

ORIGINATING DEPARTMENT: Planning & Development

PURPOSE: To adopt a resolution for the Community Development Block Grant (CDBG) Program process to establish policy to 1) avoid the potential for conflict of interest, real or perceived, by the Citizen Advisory Committee for Community Development (CAC), 2) provide for greater staff involvement in evaluating projects based upon City Council's objectives and priorities, and, 3) establish a \$75,000 maximum for CDBG discretionary projects in Federal fiscal year 2000 that may be increased in subsequent years with an inflationary factor not to exceed three percent. (The City Council Governmental Relations Committee recommends approval.)

BACKGROUND:

Following the CDBG funding allocation last Spring, the City Council asked staff to survey other cities on the CDBG process, particularly on how other cities involved citizen committees. Staff contacted other communities that were similar in size and geographically linked, namely: Davenport, Iowa; Little Rock, Arkansas; Tulsa, Oklahoma; and, Topeka and Wichita, Kansas. All utilized committees in the process but the composition of those committees was vast. The only similarity between the cities was greater staff involvement. All cities, either had staff committees only in the evaluation and recommendation process, or they had staff composition on the committees. The timing for reporting back to the City Council coincided with completion of our five-year Consolidated Plan and became the topic, along with reaffirmation of City Council's objectives and priorities for the Consolidated Plan, of two recent City Council luncheons. Members of the City Council were in agreement on adoption of objectives and priorities for the Consolidated Plan without change from those previously adopted. There was general consensus among Council members that those objectives and priorities should drive the selection of projects for CDBG funding.

The City Council Committee on Governmental Relations was delegated the task of reviewing the process and recommending policy. Focusing on three primary questions involving CAC conflict of interest, staff evaluation of proposals and the issue of ongoing funding for projects, the Committee met on November 9 and unanimously voted to support the policies contained herein for the full City Council's adoption.

Exhibit D

REMARKS:

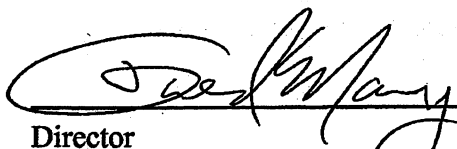
First, the resolution before the City Council will establish a provision intended to avoid the potential for a conflict of interest to occur as a result of CAC members having any form of affiliation with groups requesting funds. Because of the highly competitive nature of the funding process, this is a far reaching measure designed to avoid even the appearance of a conflict, although such conflict may not exist legally. Any member of the CAC would have to resign from the committee if such an affiliation existed at the time a request for funding was submitted or the twelve months prior to the submission. Current and future CAC members would sign and abide by the language spelled out in the Resolution.

There was a consensus of opinion that greater staff involvement would benefit the process. Staff would collaborate with other funding groups, such as the United Way, Community Foundation and Junior League, to obtain a broader perspective on the agencies submitting requests and the projects being considered. Staff would evaluate budgets, financial data and the merits of the proposed activities. Staff would review the discretionary submissions in context with City Council's objectives and priorities. Based upon the above evaluation system, staff would assess projects and make funding recommendations to the CAC and to the City Council. Staff would detail which projects were judged as high, medium or low priority activities in meeting objectives and priorities. The CAC would then review the staff assessment and recommendations and submit its comments and evaluation to the City Council. The City Council would, as always, make the final decisions on selection of projects and appropriation of funds. To assure public participation in the process, public hearings would continue as outlined in our Citizen Participation Plan.

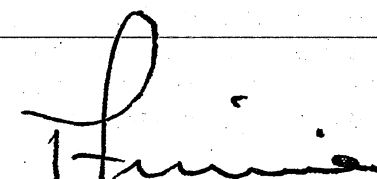
The Governmental Relations Committee was in agreement that a limitation on the ongoing funding of projects was contrary to allowing objectives and priorities to dictate which of the projects should be selected. The Committee did agree that a maximum amount that any one project could receive had merit. It was decided that \$75,000 was large enough to substantially fund the higher dollar requests and leave a sufficient amount to fund other projects that would fall into a high priority category. A small inflationary factor could be added if staff felt it was justified but should be limited to three percent in a given year.

Submitted by:

Approved by:



Director
Planning and Development Department



City Manager

One-rdg. X
P. Hrngs.
Pgs. 14
Filed: 03-30-21

Sponsored by: Council

First Reading:

Second Reading:

COUNCIL BILL 2021- 089

GENERAL ORDINANCE

AN ORDINANCE

1 AMENDING General Ordinance 6628, which adopted public health and safety
2 regulations related to the COVID-19 pandemic, to extend the sunset
3 date of said ordinance until April 16, 2021; amending the Springfield
4 City Code, Chapter 58, 'Health and Sanitation,' by repealing Article XIII,
5 'COVID-19 pandemic,' and replacing it with a new Article XIII, 'COVID-
6 19 pandemic' which revises regulations related to Face Coverings,
7 occupancy limits, and physical distancing to respond to the COVID-19
8 pandemic to become effective April 16, 2021; and declaring an
9 emergency pursuant to City Charter Section 2.12.

10
11
12 WHEREAS, in December 2019, medical professionals detected a novel
13 coronavirus, now designated as "SARS-CoV-2," which causes a disease known as
14 "coronavirus disease 2019" abbreviated and popularly known as "COVID-19"; and
15

16 WHEREAS, on January 30, 2020, the World Health Organization Director
17 General declared an outbreak of COVID-19 as a Public Health Emergency of
18 International Concern, advising countries to prepare for containment, detection, isolation
19 and case management, contact tracing and prevention of onward spread of the disease;
20 and
21

22 WHEREAS, on March 11, 2020, the World Health Organization Director General
23 characterized COVID-19 as a pandemic; and
24

25 WHEREAS, on March 13, 2020, the President of the United States declared the
26 COVID-19 outbreak a national emergency; and
27

28 WHEREAS, COVID-19 is spread person to person through direct or close
29 proximate contact and presents an imminent threat of widespread illness and a threat to
30 public health; and
31

32 WHEREAS, on March 16, 2020, the Mayor determined there reasonably
33 appeared to exist a state of civil emergency which required a response by the City to
34 protect human life, and, therefore declared a local state of civil emergency; and
35

36 WHEREAS, due to the continuing public health crisis created by COVID-19, the
37 Mayor has renewed his declaration of civil emergency every thirty days; and
38

39 WHEREAS, on July 13, 2020, City Council adopted General Ordinance 6607 to
40 create a strong community response that could slow the rate of COVID-19 in our
41 community and protect public health and safety due to a high rate of growth of COVID-
42 19 cases in the southwest Missouri region; and
43

44 WHEREAS, General Ordinance 6607 included a sunset provision and expired on
45 October 11, 2020; and
46

47 WHEREAS, on September 18, 2020, the Springfield-Greene County Health
48 Department released a memo titled "Moving Forward on the Road to Recovery"
49 describing the continued evidence supporting face coverings locally and nationally; and
50

51 WHEREAS, while COVID-19 cases continued to grow in Springfield, evidence of
52 the success of face coverings could be seen in the relatively low percentage of cases in
53 school-aged children in Springfield Public Schools, which currently imposes a masking
54 requirement, and in Springfield's churches, which had widely implemented the City's
55 face covering requirements; and
56

57 WHEREAS, cases in the community increased in the months prior to October
58 and in September, the community saw more than 2,600 cases and 40 deaths, both of
59 which at the time were the highest for any month since the beginning of the COVID-19
60 pandemic; and
61

62 WHEREAS, on October 5, 2020, City Council adopted General Ordinance 6619
63 to continue a strong response to slow the rate of COVID-19 in our community and
64 protect public health and safety; and
65

66 WHEREAS, General Ordinance 6619 includes a sunset provision and expired on
67 January 9, 2021; and
68

69 WHEREAS, as of December 3, 2020, there had been 15,643 cases of COVID-19
70 and 216 deaths in Greene County, and Greene County's hospital capability score was
71 5.5 out of 10 and the Public Health Capability Score was 1.0 out of 10, representing our
72 community's decreasing capability to respond to additional cases; and
73

74 WHEREAS, while not one public health prevention measure was enough to
75 improve these capability scores alone, it was imperative the City continued all mitigation
76 efforts, including masking and occupancy restrictions, so that our community might have
77 some capacity to continue to respond to the pandemic; and
78

79 WHEREAS, the increase of COVID-19 cases in Christian County declined in the
80 28 days following the implementation of masking ordinances by Nixa and Ozark, and it
81 was critical that Springfield continued to contribute to a regional face covering approach
82 to help our broader community reduce the spread of COVID-19; and
83

84 WHEREAS, on December 8, 2020, City Council adopted General Ordinance
85 6628 to continue a strong response to slow the rate of COVID-19 in our community and
86 protect public health and safety; and
87

88 WHEREAS, General Ordinance 6628 includes a sunset provision and is set to
89 expire on April 9, 2021; and
90

91 WHEREAS, on March 5, 2021, the Springfield-Greene County Health
92 Department released a memo titled "Stepping out of the Road to Recovery" which
93 recommended that due to the emergence of several variants of COVID-19, continued
94 compliance with public health mitigation strategies, including physical distancing, use of
95 masks, and hand hygiene, was essential to limit the spread of the virus that causes
96 COVID-19 and protect public health; and
97

98 WHEREAS, multiple variants of the virus that causes COVID-19 are circulating
99 globally, and epidemiological studies indicate that one strain from the United Kingdom is
100 30 percent to 80 percent more effectively transmitted and results in higher
101 nasopharyngeal viral loads than the wild-type strain of SARS-CoV-2 and retrospective
102 observational studies suggest an approximately 30 percent increased risk of death
103 associated with this variant; and
104

105 WHEREAS, another variant from South Africa has quickly become the
106 predominant strain there and is also suspected of having a high potential for
107 transmission; and
108

109 WHEREAS, the "Stepping out of the Road to Recovery" describing the three key
110 indicators that would drive their recommendations to step-down the requirements in the
111 masking ordinance; and
112

113 WHEREAS, the three key indicators are the 7-day average case for a 28-day
114 period, hospitalizations due to COVID-19, and the percent of the eligible population in
115 Greene County that has been fully vaccinated; and
116

117 WHEREAS, as of April 1, 2021, the 7-day average case count for a 28-day
118 period was 20.29, hospitalizations due to COVID-19 were 30, and the percent of the
119 eligible population in Greene County that had been fully vaccinated was 16.8 percent;
120 therefore, two of the three key indicators to move to the next phase of the Road to
121 Recovery Plan have been met with the third indicator showing strong progress, and the
122 Springfield-Greene County Health Department recommends remaining in the red phase
123 until April 16, 2021, to allow moving closer to the 25 percent vaccination goal, then
124 progressing to the next phase of the Recovery Plan; and
125

126 WHEREAS, it is the judgment of City Council that a continued strong community
127 response could slow the rate of spread of COVID-19 in our community and would
128 protect public health and safety but that the community can begin to return to additional
129 activities if certain precautions continue to be taken.
130

131 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
132 SPRINGFIELD, MISSOURI, as follows, that:
133

134 NOTE: Added language is underlined, deleted language is ~~stricken~~.
135

136 Section 1 – City Council hereby amends General Ordinance 6628 by amending
137 the sunset date of said ordinance in Section 4 so that General Ordinance 6628 shall
138 expire and cease to be in effect at 11:59 p.m. on April 16, 2021.
139

140 Section 2 – Effective 11:59 p.m. on April 16, 2021, the Springfield City Code,
141 Chapter 58, 'Health and Sanitation,' is hereby amended by repealing Article XIII,
142 'COVID-19 pandemic,' and replacing it with a new Article XIII, 'COVID-19 pandemic,'
143 which reads as follows:
144

145 Section 58-1100. – Definitions.
146

147 The following words, terms and phrases, when used in this Article, shall have the
148 meanings ascribed to them in this section, except where the context clearly indicates a
149 different meaning:
150

151 *Business* means any for-profit company, non-profit organization, benevolent
152 association, or educational entity, regardless of its legal organization, form, entity, tax-
153 treatment or structure.
154

155 *Face Covering* means a device that covers the nose and mouth.
156

157 *Personal care services* include, but are not limited to, barbers, hairdressers,
158 manicurists, estheticians, piercing technicians, tattoo artists, and massage therapists.
159

Public Accommodation means a Business or other facility, both public and private, both indoors and outdoors, open to and used by the public, including but not limited to retail stores including groceries, service establishments, schools except schools of higher education, other educational providers, transportation services and associated waiting areas, public and private social clubs, and sporting events.

Section 58-1101. - Centers for Disease Control ("CDC") social distancing requirements.

All Businesses are recommended to~~shall~~ carry out to the greatest degree possible CDC recommended social distancing and cleaning guidelines in all situations, including, but not limited to, when customers are standing in line or when individuals, including employees, are using shared indoor or outdoor spaces, ~~except as otherwise provided in this Article. If a Business cannot comply with CDC recommended social distancing, then said Business shall carry out to the greatest degree possible social distancing of at least 3 feet and comply with the Face Covering requirements of this Article.~~

Section 58-1102. - Face coverings in places of Public Accommodation.

- (a) Except as otherwise provided in this Article, all persons over the age of 11, including employees or visitors, present in those parts of any Public Accommodation open to the public must wear a Face Covering, including while standing in a line to enter the place of Public Accommodation, subject to the following exceptions:
- (1) Children under the age of 3;
 - (2) Children ages 3 to 11 are strongly encouraged, but not required to wear a Face Covering, while under the direct supervision of an adult;
 - (3) Persons with health conditions that prohibit wearing a Face Covering, such as persons who have trouble breathing due to an underlying condition, or who are unconscious, incapacitated, or otherwise unable to remove a Face Covering without assistance. Persons who are unable to wear a Face Covering are strongly encouraged to use options such as curbside pickup or delivery when available. Nothing in this Article shall prohibit any Business, as defined in this Article, from requiring Face Coverings for entry or from providing alternative options for service or accommodation for individuals without Face Coverings;
 - (4) Persons who are hearing impaired, or someone who is communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication;

- 203
- 204 (5) Persons who are at a place of Public Accommodation who are consuming
- 205 food or drink while maintaining a physical distance from other groups of
- 206 patrons of a least six feet, but such persons must wear a Face Covering
- 207 while in waiting areas and while walking to and from seating or other parts
- 208 of the premises;
- 209
- 210 (6) Persons at a swimming pool;
- 211
- 212 (7) Persons who are obtaining a service involving the face or nose for which
- 213 temporary removal of the Face Covering is necessary to perform the
- 214 service;
- 215
- 216 (8) Persons playing a sport, exercising or using exercise equipment while
- 217 exerting themselves;
- 218
- 219 (9) Persons working in settings which might increase the risk of heat-related
- 220 illnesses;
- 221
- 222 (10) Persons who are outdoors while maintaining physical distancing of at
- 223 least six feet, except as otherwise provided in this Article, and persons
- 224 who are outdoors who are closer than six feet to solely members of their
- 225 own household; and
- 226
- 227 (11) Speakers and performers while addressing and performing for a group of
- 228 persons, provided the speakers and performers can maintain a distance of
- 229 at least six feet from any other person; and
- 230
- 231 (b) Except as otherwise provided in this Article, all places of Public Accommodation
- 232 shall require Face Coverings as described in this Article.
- 233

234 Section 58-1103. - Rules for certain services, businesses, and activities.

235

236 (a) Personal care services.

237

- 238 ~~(1) Businesses providing personal care services shall limit the number of all~~
- 239 ~~persons, including but not limited to employees, vendors, and customers,~~
- 240 ~~in any particular Business location at any one time to a maximum of:~~
- 241

242 ~~The result of the total square feet of that part of the building devoted to~~

243 ~~the subject Business divided by 30 times 50 percent.~~

244

- 245 ~~(12) In addition to the social distancing requirements set out in Section 58-~~

246 1101, ~~a~~All Businesses providing personal care services shall require
247 Face Coverings as described in Section 58-1102.

248
249 (b) Retail businesses.

250
251 ~~(1) Any Business engaged in retail sales to the public shall limit the number~~
252 ~~of customers in any particular Business or retail location at any one time~~
253 ~~to a maximum of:~~

254
255 ~~The result of the total square feet of that part of the building devoted to~~
256 ~~the subject Business divided by 30 times 50 percent.~~

257
258 ~~(12)~~ All Businesses engaged in retail sales to the public shall require Face
259 Coverings as described in Section 58-1102.

260
261 (c) Restaurants.

262
263 (1) Counter seating and self-service buffets shall not be allowed.

264
265 ~~(2) Indoor dine-in services may be provided only with physical distancing of at~~
266 ~~least six feet between groups of patrons dining together unless solid~~
267 ~~barriers at least six feet tall have been installed between tables or booths.~~
268 Patrons must wear a Face Covering in waiting areas and while walking to
269 or from seating, including patio seating, or throughout the restaurant.

270
271 ~~(3) Patio seating may be provided and if physical distancing of at least six feet~~
272 ~~between groups of patrons dining together cannot be maintained, patrons~~
273 ~~must wear a Face Covering while seated except when drinking or eating.~~
274 ~~Patrons must wear a Face Covering in waiting areas and while walking to~~
275 ~~or from seating or throughout the restaurant.~~

276
277 ~~(34)~~ Staff must wear a Face Covering at all times when they are working in any
278 space where food or drinks are prepared for sale to others and when they
279 are serving others.

280
281 ~~(45)~~ All providers of restaurant services to the public shall require Face
282 Coverings as described in this section and in Section 58-1102.

283
284 (d) Sports spectators.

285
286 (1) Spectators at outdoor sporting events and practices must wear a Face
287 Covering if they cannot maintain a physical distance of at least six feet.
288

- 289 (2) Spectators at indoor sporting events and practices must wear a Face
290 Covering as described in Section 58-1102.
291
292 (3) Umpires, referees, coaches and other team support personnel shall not be
293 considered a spectator for purposes of this Article, although they are
294 encouraged to wear a Face Covering.
295
296 ~~(4) The maximum number of customers and/or patrons allowed in a facility~~
297 ~~shall be limited to 35 or the result of the total square feet of the facility~~
298 ~~divided by 30 times 50 percent, or 50 percent of the total occupancy of~~
299 ~~fixed seating in a spectator area, whichever is greater.~~
300
301 ~~(5) The maximum number of customers and/or patrons allowed in~~
302 ~~any outdoor space or area shall be limited to 35 or the result of the total~~
303 ~~square feet of the space or area divided by 30 times 50 percent,~~
304 ~~whichever is greater.~~
305
306 (46) All providers of sports activities with spectators shall require Face
307 Coverings as described in this section and in Section 58-1102.
308

309 (e) Enhanced risk activities.

- 310
311 (1) An Enhanced Risk Activity is any business or non-business activity that
312 enhances the risk of the spread of a communicable disease by bringing
313 groups of people together to share the same space, indoors or outdoors,
314 in close physical proximity for a period of time. Examples of said activities
315 include but are not limited to:
316
317 a. Entertainment, movies, concerts and other live performances,
318 dancing, arcades, gaming, bowling, and billiards and pool;
319
320 b. Exhibitions and museums;
321
322 c. Fitness classes;
323
324 d. Religious services;
325
326 e. Conferences, and seminars;
327
328 f. Bars, nightclubs, and brewery taprooms;
329
330 (2) Notwithstanding any other provision in this Article, an Enhanced Risk
331 Activity is subject to the following at any one time at a particular facility if

any persons will remain within six feet of the same other persons for 15 minutes or more:

a. The maximum number of customers and/or patrons allowed in a facility shall be limited to ~~500~~35 or the result of the total square feet of the facility divided by 30 times 50 percent, or 50 percent of the total occupancy of fixed seating in a spectator area, whichever is greater, and

b. The maximum number of customers allowed in any outdoor space or area shall be limited to ~~500~~35 or the result of the total square feet of the space or area divided by 30 times 50 percent, or 50 percent of the total occupancy of fixed seating in a spectator area, whichever is greater.

c. Social distancing as set out in Section 58-1101 is recommended.

(3) No counter seating shall be used during any Enhanced Risk Activity.

(4) All providers of an Enhanced Risk Activity shall require Face Coverings as set out in Section 58-1102. Staff must wear a Face Covering at all times when they are working in any space where food or drinks are prepared for sale to others and when they are serving others. Notwithstanding any other provision in this Article, participants in a baptism ceremony shall not be required to wear a Face Covering during a baptism ceremony or while photographs of the baptism are taken.

~~(f) Swimming pools.~~

~~(1) The maximum number of customers and/or patrons allowed at any one time at a particular swimming pool shall be limited to the bather load of the pool times 50 percent.~~

~~(fg) Weddings.~~

~~(1) The maximum number of customers and/or patrons allowed in a facility shall be limited to 35 or the result of the total square feet of the facility divided by 30 times 50 percent, whichever is greater~~

~~(2) The maximum number of customers allowed in any outdoor space or area shall be limited to 35 or the result of the total square feet of the space or area divided by 30 times 50 percent, whichever is greater.~~

- (13) All providers of weddings shall require Face Coverings as set out in Section 58-1102. Notwithstanding any other provision in this Article, the wedding party shall not be required to wear a Face Covering during a wedding ceremony or while photographs of the wedding and reception are taken.

(gh) Funerals.

- ~~(1) The maximum number of persons allowed into a funeral, visitation, or wake at any one time for a facility shall be limited to 35 or the result of the total square feet of the facility divided by 30 times 50 percent, whichever is greater.~~

- (12) All providers of funerals, visitations, or wakes shall require Face Coverings as set out in Section 58-1102.

(hi) Childcare programs and day camps.

- ~~(1) Childcare programs must follow the social distancing provisions set out in Section 58-1101.~~

- ~~(2) Day camps must be carried out in stable groups, preferably with 25 or fewer ("stable" means that the same 25 or fewer children are in the same group each day); children must not change from one group to another; and if more than one group of children is cared for at one facility, each group must be in a separate room. Groups must not mix with each other; and childcare providers must remain solely with one group of children.~~

- (13) All providers of childcare programs and day camps shall require Face Coverings as set out in Section 58-1102.

(ij) Special events.

- (1) A permit for a Special Event required pursuant to City Code Section 2-503 for a Special Event using City-owned property, public right of way, public streets, public buildings or other city facilities shall not be issued if any persons will remain within six feet of the same other persons for 15 minutes or more unless:

- a. ~~the~~ The maximum number of participants is limited to not greater than the 500 or the result of the total square feet of the space or area in

417 which the Special Event is held divided by 30 times 50 percent,
418 whichever is greater; and

419
420 b. Social distancing as set out in Section 58-1101 is recommended.

421
422 (2) All providers of a Special Event shall require Face Coverings as set out in
423 Section 58-1102.

424
425 Section 58-1104. - Penalties.

426
427 (a) A person who fails to wear a Face Covering when wearing a Face Covering is
428 required by the provisions of this Article shall be guilty of a violation of a
429 municipal ordinance, punishable by a fine not exceeding \$100.00.

430
431 (b) A person who owns, manages, operates, or otherwise controls a place at which
432 wearing Face Coverings is required by this Article and who fails to comply or to
433 require compliance with the provisions of this Article shall be guilty of a violation
434 of a municipal ordinance, punishable by a fine not exceeding \$100.00.

435
436 No person shall be in violation of this subsection if such person or the place the
437 person owns, manages, operates or otherwise controls requires compliance with
438 the provisions of this Article to wear a Face Covering and a patron or customer
439 refuses to wear a Face Covering.

440
441 (c) A person who owns, manages, operates, or otherwise controls a place which
442 violates provisions of this Article aside from Face Covering requirements shall be
443 guilty of a violation of a municipal ordinance and shall be punished as provided in
444 Springfield City Code Section 1-7.

445
446 (d) In addition to the fines established by this section, violation of this Article by a
447 person who owns, manages, operates, or otherwise controls a place at which
448 wearing Face Coverings is required by this Article may result in the suspension
449 or revocation of any permit or license issued to the person for the premises on
450 which the violation occurred.

451
452 (e) Violation of this Article is hereby declared to be a public nuisance, which may be
453 abated by the city manager by restraining order, preliminary and permanent
454 injunction, or other means provided for by law, and the city may take action to
455 recover the costs of the nuisance abatement.

456
457 (f) Each day on which a violation of this Article occurs shall be considered a
458 separate and distinct violation.

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

465
466 Section 4 – Severability Clause. If any section, subsection, sentence, clause, or
467 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
468 affect the validity of the remaining portions of this Ordinance. City Council hereby
469 declares that it would have adopted the Ordinance and each section, subsection,
470 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
471 sections, subsections, sentences, clauses, or phrases be declared invalid.

472
473 Section 5 – City Council hereby finds and declares that an emergency exists in
474 that this adoption of this Ordinance is required to fight against the COVID-19 pandemic,
475 and therefore this Ordinance relates to the preservation of public health and safety
476 pursuant to section 2.12 of the City Charter and may be passed in one reading. This
477 Ordinance shall be in full force and effect immediately upon adoption.

478
479 Passed at meeting: _____

480
481
482 _____
483 Mayor

484
485 Attest: _____, City Clerk

486
487 Filed as Ordinance: _____

488
489 Approved as to form: Rhonda Lewsader, City Attorney

490
491
492 Approved for Council action: Jason A. Hays, City Manager
493

EXPLANATION TO COUNCIL BILL 2021- 089

FILED 03-30-21

ORIGINATING DEPARTMENT: Springfield Greene County Health Department

PURPOSE:

To extend the sunset date of General Ordinance 6628, which adopted public health and safety regulations related to the COVID-19 pandemic, until April 16, 2021; to amend the Springfield City Code, Chapter 58, 'Health and Sanitation,' by repealing Article XIII, 'COVID-19 pandemic,' and replacing it with a new Article XIII, 'COVID-19 pandemic' which revises regulations related to Face Coverings, occupancy limits, and physical distancing to respond to the COVID-19 pandemic to correspond with the Yellow Phase of the Road to Recovery Plan to become effective April 16, 2021; and to declare an emergency pursuant to City Charter Section 2.12.

The Springfield-Greene County Health Department, in consultation with local experts and built on guidance from the White House Coronavirus Task Force, the Missouri Department of Health and Senior services and local health care experts, developed a framework to cautiously and incrementally guide the City's next steps in the Road to Recovery.

On March 22, Springfield City Council approved a resolution establishing that framework as the roadmap forward for lessening restrictions to protect against COVID-19.

The framework is built off three key indicators:

- The rolling 7-day average of our COVID-19 case count
- The number of COVID-19 patients hospitalized
- And the percent of the Greene County population who has been fully vaccinated among those 16 and older

As of March 24, we achieved the 7-day average of COVID-19 case counts below 40 new cases per day and our healthcare systems were below 50 patients with COVID-19 hospitalized for the required 23 of the last 28 days.

As of April 1, our community has reached 16.8% of Greene County residents 16 and older who have been fully vaccinated against COVID-19.

For movement from the red to the yellow phase, it was recommended that ideally all three indicators be satisfied but required that at a minimum 2 of the 3 criteria be met with strong progress toward the final indicator. Because of vaccine supply limitations as well as the final phase of vaccine eligibility merely starting on April 9, it is recommended

that the red phase continue until April 16, 2021. This will allow more time to move closer to the 25% threshold established for moving into the yellow phase as well as offer newly eligible individuals a chance to take part in vaccination opportunities when the final vaccine phase opens eligibility to people over the age of sixteen. Increasing the vaccinated portion of the population will provide additional protection to our community as the SARS-COV2 variants begin to transmit.

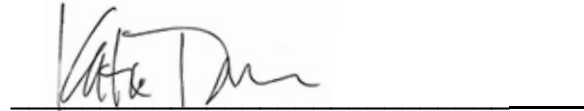
Broadly, the yellow phase removes occupancy restrictions except for mass gatherings of more than 500 people, recommends physical distancing, and continues to require masking in places of public accommodation.

Submitted by:



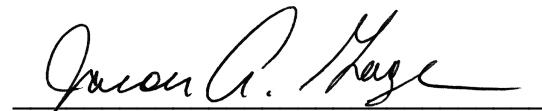
Jon Mooney, Assistant Director
Public Health and Welfare

Recommended by:



Katie Towns, Acting Director
Public Health and Welfare

Approved by:



Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. x
Pgs. 18
Filed: 03-30-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-073

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 10 acres
3 generally located at 851 West Farm Road 182 from County R-1, Suburban
4 Residence District to R-SF, Single-Family Residential District; and
5 adopting an updated Official Zoning Map. (Staff and Planning and Zoning
6 Commission both recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 851 West Farm Road 182, and more fully described in "Exhibit A,"
11 which is attached hereto and incorporated herein by this reference, from County R-1,
12 Suburban Residence District to R-SF, Single-Family Residential District; and
13

14 WHEREAS, following proper notice, a public hearing was held before the
15 Planning and Zoning Commission on March 11, 2021, a copy of the Record of
16 Proceedings from said public hearing being attached hereto and incorporated herein by
17 this reference as "Exhibit B," and said Commission made its recommendation; and
18

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

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

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

29 Section 1 – The property described in "Exhibit A," which is attached hereto and
30 incorporated herein by this reference, is hereby rezoned from County R-1, Suburban
31 Residence District, to R-SF, Single-Family Residential District. Springfield Land
32 Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is
33 hereby amended, changed, and modified consistent with this Ordinance.

34
35 Section 2 – City Council hereby directs the City Manager, or designee, to update
36 the City's digital zoning map to reflect this rezoning and City Council adopts the map
37 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
38 the Springfield Land Development Code, section 36-306, 'Official zoning maps and
39 rules of interpretation.'

40
41 Section 3 – The Official Zoning Map herein adopted shall be maintained and
42 archived in the same digital form in which this Council has approved its adoption.

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

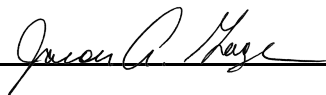
46
47 Passed at meeting: _____

48
49 _____
50 Mayor

51
52 Attest: _____, City Clerk

53
54 Filed as Ordinance: _____

55
56 Approved as to form: , Assistant City Attorney

57
58
59 Approved for Council action: , City Manager
60

EXPLANATION TO COUNCIL BILL 2021 - 073

FILED: 03-30-21

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 10 acres of property generally located at 851 W. Farm Road 182 from County R-1, Suburban Residence District to R-SF, Single-Family Residential District (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-4-2021

The applicant is proposing to rezone approximately 10 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-SF, Single-Family Residential District. A proposed rezoning to a R-LD, Low Density Multi-Family Residential District in June of 2020 was denied by City Council. The applicant is proposing a single-family subdivision called Ward Branch that is being considered concurrently with this rezoning request.

REMARKS:

The Planning and Zoning Commission held a public hearing on March 11, 2021, and recommended to approve, by a vote of 6 to 0.

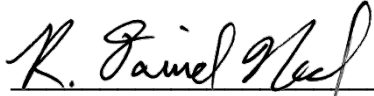
The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the northeast portion of the subject property as appropriate for Medium or High-Density Housing and southwest portion of property as appropriate for Low Density Housing. The applicant is proposing a single-family subdivision named Ward Branch that is being considered concurrently with this rezoning request.
2. The current County R-1 District is most similar to the City's R-SF District when translating the allowed uses. The R-SF District is the least intense district of all the zoning classifications in the Zoning Ordinance and allows single-family residential uses. The current County R-1 District allows a residential density of 4 dwelling units per acre while the R-SF District allows a residential density of 7 dwelling units per acre.

3. The application for single-family residential zoning is consistent with the properties to the west within the County that have single-family residential uses.

Submitted by:



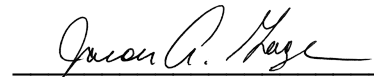
Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

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

ATTACHMENTS:

Attachment 1: Department Comments
Attachment 2: Neighborhood Meeting Summary
Attachment 3: Neighborhood Correspondence

Exhibit A

**LEGAL DESCRIPTION
ZONING CASE Z-4-2021**

THAT CERTAIN PARCEL OR TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 28 NORTH, RANGE 22 WEST IN GREENE COUNTY, MISSOURI AND RECORDED IN BOOK 2018, PAGE 008993-18 OF THE GREENE COUNTY RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 28 NORTH, RANGE 22 WEST; THENCE ALONG THE EAST LINE OF SAID WEST ONE-HALF OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER NORTH 02°07'21" EAST, 49.15 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY OF FARM ROAD 182, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTH RIGHT-OF-WAY OF FARM ROAD 182 THE FOLLOWING COURSES, NORTH 88°45'14" WEST, 126.62 FEET; THENCE NORTH 88°25'40" WEST, 49.97 FEET; THENCE SOUTH 85°37'46" WEST, 50.20 FEET; THENCE NORTH 88°38'19" WEST, 275.87 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2015, PAGE 040565-15 OF THE GREENE COUNTY RECORDER'S OFFICE; THENCE LEAVING SAID NORTH RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID TRACT OF LAND NORTH 02°03'19" EAST, 858.50 FEET; THENCE ALONG THE SOUTH LINE OF SAID TRACT OF LAND THE FOLLOWING COURSES, SOUTH 88°05'30" EAST, 318.50 FEET; THENCE NORTH 01°45'27" EAST, 14.85 FEET; THENCE SOUTH 88°38'03" EAST, 15.03 FEET; THENCE SOUTH 01°26'46" WEST, 14.71 FEET; THENCE SOUTH 89°10'32" EAST, 169.73 FEET TO A POINT LYING ON THE WEST LINE OF THE WOODS AT WEAVER CREEK, PHASE II, A RECORDED SUBDIVISION AT PLAT BOOK AAA, PAGE 245 IN THE GREENE COUNTY RECORDER'S OFFICE; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION, SOUTH 02°07'21" WEST, 852.11 FEET TO THE POINT OF BEGINNING. CONTAINING 429,991 SQUARE FEET OR 9.87 ACRES, MORE OR LESS. ALL LYING IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 28 NORTH, RANGE 22 WEST, IN GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

Exhibit B

**RECORD OF PROCEEDINGS
ZONING CASE Z-4-2021
Planning and Zoning Commission – March 11, 2021**

Z-4-2021

851 West Farm Road 182

Applicant: Burning Tree Consulting, LLC

Mr. Hosmer stated that this is a request to rezone approximately 10 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-SF, Single-Family Residential District. The Comprehensive Plan identifies the northeast portion of the property as Medium or High-Density Housing and southwest portion appropriate for Low Density Housing. The Transportation Plan classifies Farm Road 182 or Plainview Road as a Secondary Arterial roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain. A fee in lieu of on-site stormwater detention will not be allowed. A stream buffer area will be required. The property was annexed into the City in June of 2020 and is currently zoned County R-1, Suburban Residence District. A proposed rezoning to a R-LD, Low Density Multi-Family Residential District in June of 2020 was denied by City Council. The County R-1 District (4 dwelling units per acre) is most similar to the City's R-SF District (7 dwelling units per acre) and a preliminary plat was submitted for review. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Jared Davis, representative and here to answer any questions.

Mr. Titus Williams, representative and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** item Z-4-2021 (851 West Farm Road 182). Mr. Knuckles seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, and Bruce. Nays: None. Abstain: None. Absent: Ogilvy and Broekhoven.



Bob Hosmer, AICP
Planning Manager

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

MARCH 11, 2021

CITY COUNCIL PUBLIC HEARING:

APRIL 5, 2021



CASE NUMBER:

Z-4-2021

LOCATION:

851 W. Farm Road 182

ACRES:

Approximately 10 acres

EXISTING LAND USE:

Single-family residence and vacant/undeveloped land

APPLICANT:

Burning Tree Consulting, LLC

STAFF:

Daniel Neal, 864-1036

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 10 acres of property generally located at 851 W. Farm Road 182 from County R-1, Suburban Residence District to R-SF, Single-Family Residential District

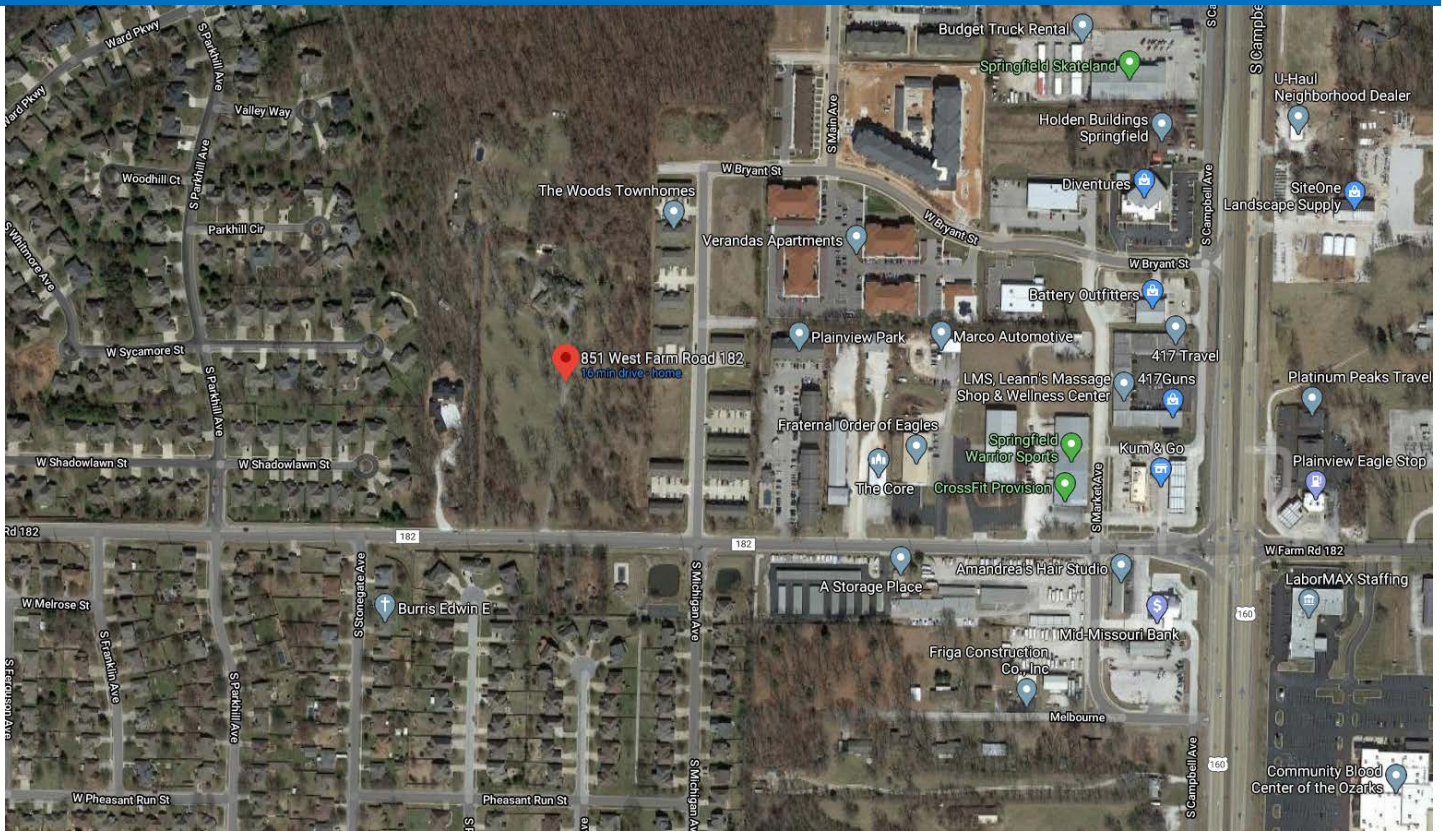
FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the northeast portion of the subject property as appropriate for Medium or High Density Housing and southwest portion of property as appropriate for Low Density Housing. The applicant is proposing a single-family subdivision named Ward Branch that is being considered concurrently with this rezoning request.
2. The current County R-1 District is most similar to the City's R-SF District when translating the allowed uses. The R-SF District is the least intense district of all the zoning classifications in the Zoning Ordinance and allows single-family residential uses. The current County R-1 District allows a residential density of 4 dwelling units per acre while the R-SF District allows a residential density of 7 dwelling units per acre.
3. The application for single-family residential zoning is consistent with the properties to the west within the County that have single-family residential uses.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	County R-1	R-LD COD 14	County R-1
LAND USE	Single-family residence	Single-family residences	Townhome apartments	Single-family residences

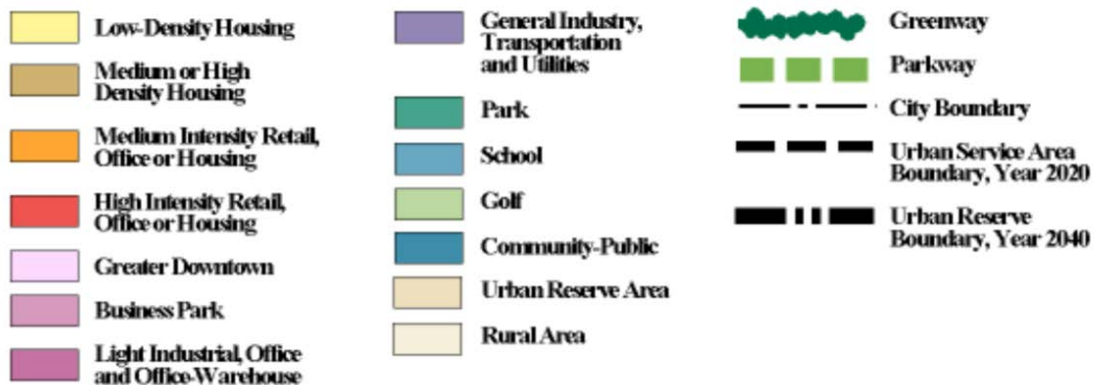
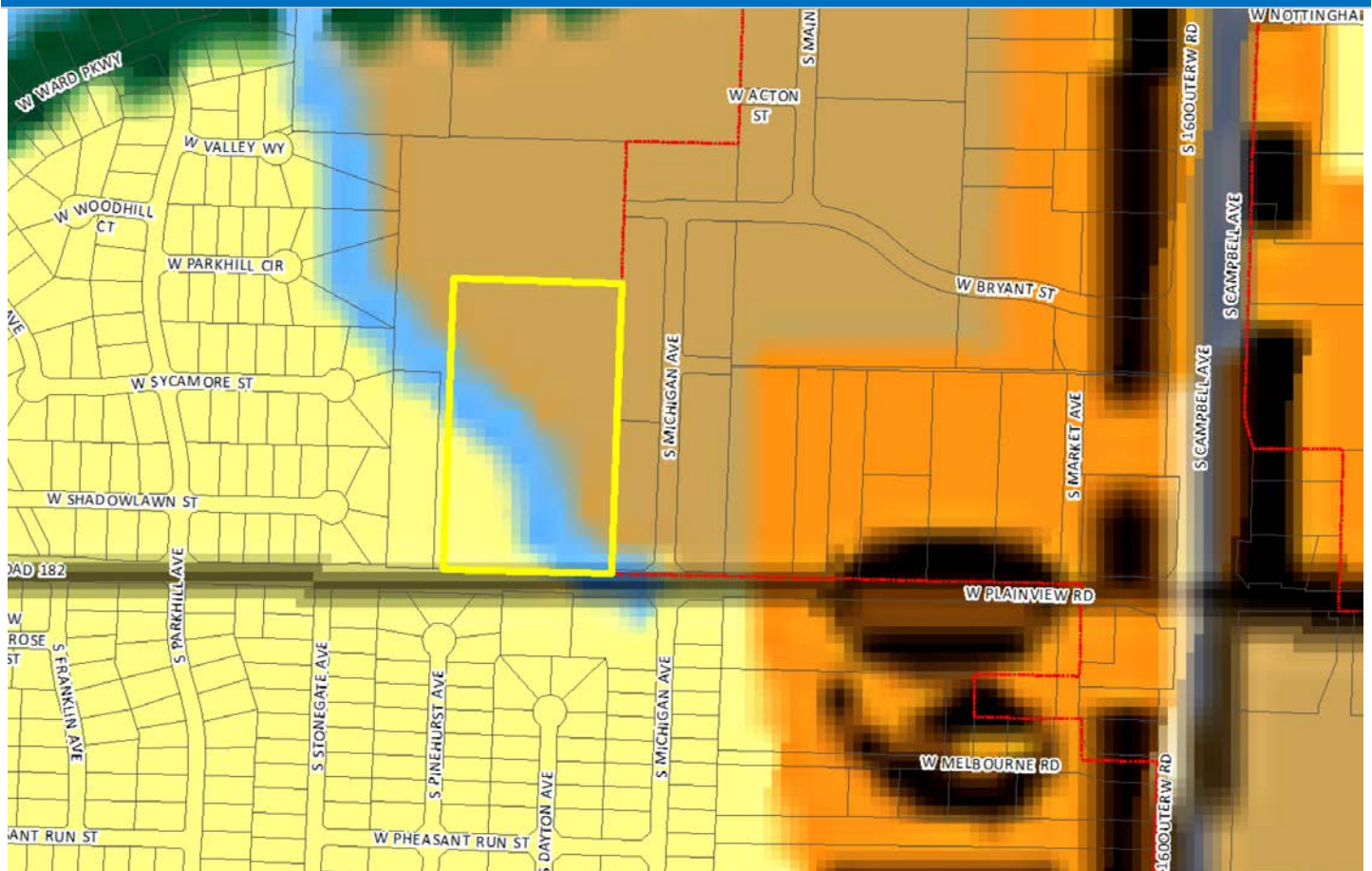
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was recently annexed into the City in June of 2020 and is currently zoned County R-1, Suburban Residence District. A proposed rezoning to a R-LD, Low Density Multi-Family Residential District in June of 2020 was denied by City Council.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR R-SF
Use Limitations	N/A
Lot Size Requirements	(a) Minimum lot area: 6,000 square feet. (b) Minimum lot width: 50 feet. (c) Minimum lot depth: 80 feet.
Maximum Structure Height	1. When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. 2. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Front Yard Setback	25 feet along a street classified as a collector or higher or 15 feet along a street classified as a local street
Side and Rear Setbacks	Side yard: Five feet or as required by section 36-453, supplemental open space and yard regulations. Rear yard: Ten percent of the lot depth but may not be less than ten feet nor shall more than 20 feet be required.
Open Space Requirement	Not less than 30 percent
Design Requirements	Standard per code
BULK PLANE	LANDSCAPING
None.	None.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the northeast portion of the subject property as appropriate for Medium or High Density Housing and southwest portion of property as appropriate for Low Density Housing.

The *Plan* encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. It is recommended that some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis.

The Transportation Plan classifies Farm Road 182/Plainview Road as a Secondary Arterial roadway.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 10 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-SF, Single-Family Residential District. A proposed rezoning to a R-LD, Low Density Multi-Family Residential District in June of 2020 was denied by City.
2. The current County R-1 District is most similar to the City's R-SF District when translating the allowed uses. The R-SF District is the least intense district of all the zoning classifications in the Zoning Ordinance and allows single-

family residential uses. The current County R-1 District allows a residential density of 4 dwelling units per acre while the R-SF District allows a residential density of 7 dwelling units per acre. The County R-1 District allows single-family residences on lots of at least 10,000 square feet in area while the R-SF District allows single-family residences on lots of at least 6,000 square feet in area.

3. The proposed single-family residential development will take primary vehicular access to Farm Road 182/Plainview Road which is classified as a Secondary Arterial roadway.
4. A Traffic Impact Study was not required as part of this rezoning request as the change in zoning is from county single-family residential to city single family residential.
5. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

While neighborhood meetings are not required due to the Mayor's Proclamation of Civil Emergency related to COVID-19, the applicant hosted a virtual neighborhood meeting (Attachment 2). Property owners and residents were also mailed a comment card to provide their comments (Attachment 3).

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 16 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with proposed rezoning.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning. Public improvements required for plat as noted in the predev meeting.

FIRE DEPARTMENT COMMENTS:

No comments

GREENE COUNTY HIGHWAY DEPARTMENT:

Greene County Highway has no comment regarding the rezoning from county R-1 to Springfield R-SF.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Farm Road 182 as a Secondary Arterial roadway. The standard right-of-way width for W. Farm Road 182 is 35 feet from the centerline based on city standards. Farm Road 182 is under jurisdiction of Greene County and the existing right of way meets their standards. No additional right of way is needed. W. Farm Road 182 is a county-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There is not a recent traffic count on this portion of W. Farm Road 182. On-street parking is not allowed along W. Farm Road 182.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Farm Road 182. Any new proposed driveway approaches must meet the minimum spacing requirements for a secondary arterial based on Greene County standards.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Farm Road 182. The existing infrastructure meets current City Standards. Sidewalk is required to be constructed along W. Farm Road 182 if required by Greene County since Farm Road 182 is under their jurisdiction.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Ward Branch Greenway Trail is in the area surrounding the property pertaining to this zoning. There are no bus stops along W. Farm Road 182. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required. A Traffic Impact Study was not required, as the change in zoning is just from county residential to city single family.

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. Farm Road 182	Secondary Arterial	No	30	30 (Greene County)
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		39.2	49	470.4	
*Proposed Trips Generated		39.2	49	470.4	
Additional Trips Generated		0	0	0	

*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:

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.

The city is not aware of a sinkhole at this location.

A fee in lieu of on-site stormwater detention **will not be allowed and detention is required.**

The property **does have a stream buffer on site.**

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 per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.

5. If the property has a sinkhole on the property a geotechnical report is required per Chapter 11 Section 2 of the stormwater design criteria manual.
6. If the property has a stream buffer, the property owner may be required to provide a stream buffer easement per Chapter 8 Section 4.1.3.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Greene County (R-1) to R-SF
(existing zoning) (proposed zoning)
2. Meeting Date & Time: Wednesday, 02/17/2021 5:00pm - 6:00pm
3. Meeting Location: Virtual Google Meets Meeting
4. Number of invitations that were sent: 98
5. How the mailing list was generated: City
6. Number of neighbors in attendance (attach a sign-in sheet): 5
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

See Attached.

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

I, Jared Davis (print name), attest that the neighborhood meeting was held on 02/17/21 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."


Signature of person completing affidavit

JARED DAVIS
Printed name of person completing affidavit

Neighborhood Meeting Summary Notes
Meeting Date & Time: Wednesday, 02/17/2021 5:00pm - 6:00pm
Virtual Meeting

Ashton & Kyle Evans

974 W Sycamore

1. When to begin construction? April-May
2. How long? 3-4 months for infrastructure and similar
3. What is the benefit to Stone Meadow? Water Quality, Detention, Maintenance of the land

Jessi Whitten – TLC

3811 S. Weller Ave.

Had to leave due to property emergency and Steve Bowen stood in to represent TLC property.

Ken Clarkson

901 W Farm Road 182

1. What about drainage? Per City Standards
2. And trash? Trash intercepted onsite per detention basin
3. What is SF Homes? 1,000 SF+
4. Rental or Home Ownership? Rental with flexibility to sell
5. Fencing? What kind? No decision on the fence yet. TBD.
6. What are the setbacks on the rear? 10 ft at minimum, no more than 20'.
7. Sell lots or build homes yourself? Build ourselves is the plan.

Steve Bowen

Coryell Group

1. What is being developed? Subdivision

Samantha Mayo

986 Sycamore St.

1. Will trees be kept? Trees referenced to in question, are not on property and won't be removed. Trees onsite will be case by case basis per lot development standards
2. What happens if the developer flips and does something different without us knowing? They can't do that.
3. Neighborhood covenants? TBD

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a change in land use or zoning in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits an application for a change in land use or zoning, the property will be posted and there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1st City Council Public Hearing (185 feet notification from subject property)
5. 2nd City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	February 10, 2021	Telephone No.	417-883-5455
YOUR NAME:	Darrell Riemann		
YOUR ADDRESS:	989 W Sycamore, Springfield, Mo. 65810		
PROJECT ADDRESS:	851 W Farm Road 182		
COMMENTS:	I am opposed to the changing the zoning of the property at 851 W Farm Road 182, because it will create a terrible traffic situation. The traffic on Farm Road 182 is already excessive without adding more traffic by changing the zoning.		

Neal, Daniel

From: Richard Coder <coderrl@gmail.com>
Sent: Friday, February 12, 2021 11:44 AM
To: Zoning@springfieldmo.gov
Subject: Comment

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

Regarding the proposed zoning changes on 851 W Farm Road 182 (Plainview) Springfield, Mo.

I object to the change of zoning . Plainview is already taxed on traffic and with the proposed expansion of highway 13 south to Plainview will be over burdened with the traffic flow. We have an elementary school (Wanda Grey on the west end of Plainview and a middle school on the east side of Plainview and these both currently cause a morning traffic backup. To add more traffic would really cause a burden and a very big SAFETY issue. ONLY if the developers would dump their traffic North on Weaver would it not hinder our area. To develop this area further is just irresponsible. I urge the zoning change to be denied for the safety and well being of we current residents.

Thank you,
Richard Coder
994 W Shadowlawn St.
Springfield, Mo 65810

One-rdg. _____
P. Hrngs. x
Pgs. 20
Filed: 03-30-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-074

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 449 for the purpose of authorizing a car
2 washing business to operate within the GR, General Retail District
3 generally located at 204 West Plainview Road as a conditional use.
4 (Staff and Planning and Zoning Commission recommend approval.)
5 _____
6

7 WHEREAS, pursuant to Section 36-363 of the Land Development Code, City
8 Council may grant permits authorizing certain enumerated conditional uses as provided
9 in the various zoning districts; and
10

11 WHEREAS, the Planning and Zoning Commission held a public hearing on
12 March 11, 2021, and the Commission found that the necessary conditions existed for
13 issuance of Conditional Use Permit No. 449 for the property located at 204 West
14 Plainview Road and zoned GR, General Retail District; and
15

16 WHEREAS, City Council finds that sufficient evidence has been presented to
17 satisfy all applicable standards of the Land Development Code for issuance of
18 Conditional Use Permit No. 449; and
19

20 WHEREAS, the granting of such permit is deemed proper, and it is not found to
21 harm the community or injure the value, lawful use, and reasonable enjoyment of
22 properties in the vicinity of 204 West Plainview Road.
23

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

27 Section 1 – Conditional Use Permit No. 449 is hereby granted in accordance with
28 and subject to the provisions of Section 36-363 of the Land Development Code.
29 Conditional Use Permit No. 449 is granted for the purpose of authorizing a car washing
30 business to operate as a conditional use within the GR, General Retail District located
31 at the property described in “Exhibit B,” which is attached hereto and incorporated
32 herein by this reference, and which is generally located at 204 West Plainview Road.
33

34 Section 2 – Building permits, certificates of occupancy, and any other required
35 permits or approvals may be issued by the duly authorized officials of the City provided
36 that such issuance is consistent with Section 36-363 of the Land Development Code,
37 any other applicable City regulation or ordinance, and the “Requirements for Conditional
38 Use Permit 449” described in “Exhibit A,” which is attached hereto and incorporated
39 herein by this reference. Additionally, the provisions contained in “Exhibit A” and “Exhibit
40 D – Attachment 2” shall govern and control the use and development of the land
41 described in “Exhibit B,” in a manner consistent with the attached site plan depicted on
42 “Exhibit D – Attachment 4,” “Exhibit D” being attached hereto and incorporated herein in
43 its entirety by this reference.
44

45 Section 3 – Any violation of the provisions of this Ordinance shall be grounds for
46 the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.
47

48 Section 4 – This Ordinance shall be in full force and effect from and after
49 passage only so long as the Property and any improvements thereon conform to the
50 conditions and requirements described in Section 36-363 of the Land Development
51 Code, and other applicable City regulation or Ordinance, and this Ordinance.
52

53 Passed at meeting: _____
54

55 _____
56 Mayor
57

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 2021-074

FILED: 03-30-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To allow a car washing business within the GR, General Retail District generally located at 204 West Plainview Road. (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 449

The applicant is requesting approval of a Conditional Use Permit for a car washing business on the subject property within a GR, General Retail District. The *Zoning Ordinance* requires a use permit in the GR, General Retail District for a car washing business. The applicant is proposing to resume operation of the car wash after it was discontinued for approximately three years. When a conditional use is discontinued or abandoned for a period of 12 consecutive months, the use shall not be reestablished or resumed unless a new conditional use permit is granted by City Council.

The applicant is proposing to resume operation of the car washing business without changes to the existing structures and site development regarding access, lighting, and circulation. The only changes will be to make the car wash operational once again.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Medium or High-Density Housing. However, the *Growth Management and Land Use Plan Element* states that the Land Use Plan map, "should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." The subject property's zoning is consistent with adjacent commercial and retail uses designated with the same Medium or High-Density Housing land use category.

CONDITIONS:

1. The regulations and standards listed on "Exhibit D - Attachment 3" shall govern and control the use and development of the land in Use Permit Number 449 in a manner consistent with the attached site plan ("Exhibit D - Attachment 4").

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.

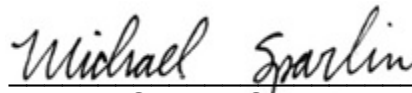
2. The applicant is proposing to resume operation of the car wash after it was discontinued for approximately three years. When a conditional use is discontinued or abandoned for a period of 12 consecutive months, the use shall not be reestablished or resumed unless a new conditional use permit is granted by City Council.
3. Approval of this request will provide for development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS:

The Planning and Zoning Commission held a public hearing on March 11, 2021, and recommended approval, by a vote of 6 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the application be approved with the conditions (see attached "Exhibit A").

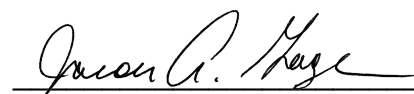
Submitted by:


Michael Sparlin, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit 449
Exhibit B, Legal Description
Exhibit C, Record of Proceedings
Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments
Attachment 2, Requirements for Conditional Use Permit 449
Attachment 3, Standards and Responses for Conditional Use Permits
Attachment 4, Site Plan

Exhibit A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 449

1. A car washing business is permitted in conformance with Attachment 4.
2. The car washing business shall comply with all the standards listed in Attachment 3.
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Exhibit B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT NUMBER 449

Lot 71 of Replat of Lots 59 through 63, Lot 65, and Lots 68 through 74 of Seville Square Phase II a Subdivision in Springfield, Greene County, Missouri.

Exhibit C

**RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT NUMBER 449
Planning and Zoning Commission – March 11, 2021**

Conditional Use Permit 449
204 West Plainview Road
Applicant: Wehr-Fourt, LLC

Mr. Hosmer stated that this is a request to approve a Conditional Use Permit for the purpose of authorizing an automobile washing business within the GR, General Retail District generally located at 204 West Plainview Road. The applicant is proposing to resume operation of the car wash after it was discontinued for approximately three years. When a conditional use is discontinued or abandoned for a period of 12 consecutive months, the use requires a new conditional use permit. The Transportation Plan classifies Plainview Road as a Secondary Arterial and Robberson as a local roadway. A fee in lieu of on-site stormwater detention will be allowed since detention is already provided. The property is not located in a stream buffer area. The application meets the approval standards for a Conditional Use Permit. Staff recommends approval.

Mr. Bruce Colony wanted to clarify the reuse of an existing structure.

Mr. Hosmer stated that it is a reuse of an existing structure.

Mr. Doennig opened the public hearing.

Ms. Teri Cobb, representative and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Conditional Use Permit 449 (204 West Plainview Road). Mr. Coltrin seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, and Bruce. Nays: None. Abstain: None. Absent: Ogilvy and Broekhoven.



Bob Hosmer, AICP
Planning Manager

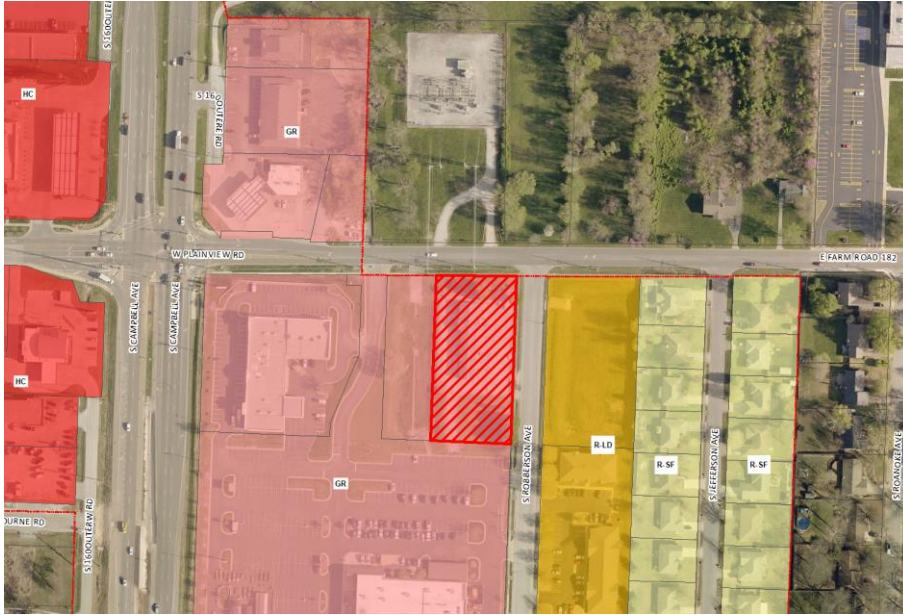
Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

MARCH 11, 2021

CITY COUNCIL PUBLIC HEARING:

APRIL 5, 2021



CASE NUMBER:

Conditional Use Permit 449

LOCATION: 204 West Plainview Road

ACRES: Approximately 1.08 acres

EXISTING LAND USE: Inactive car wash

APPLICANT: Wehr-Fourt LLC

STAFF: Michael Sparlin, Senior Planner

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:

This is a request to allow a car washing business within a GR, General Retail District generally located at 204 West Plainview Road.

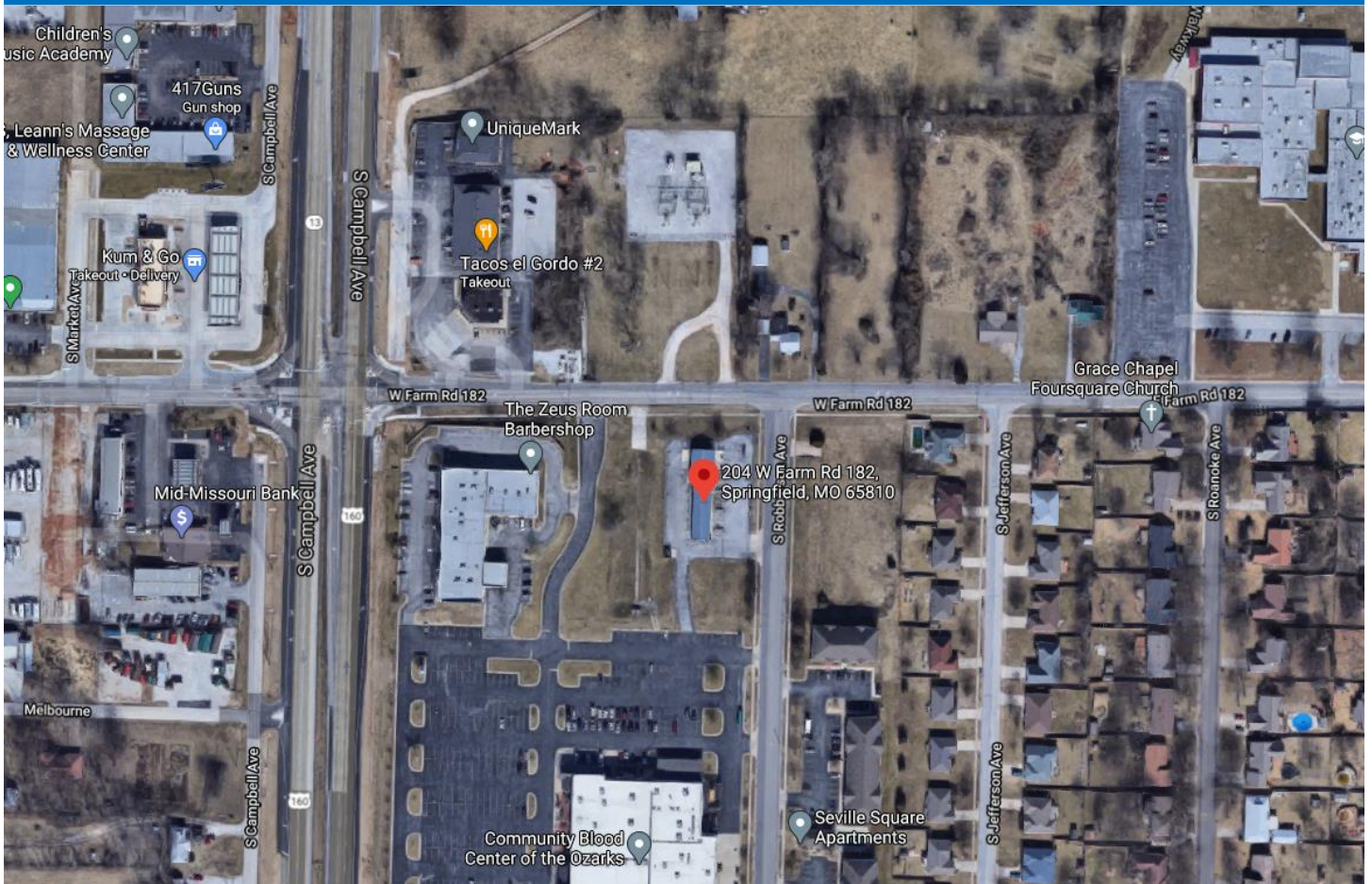
FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.
2. The applicant is proposing to resume operation of the car wash after it was discontinued for approximately three years. When a conditional use is discontinued or abandoned for a period of 12 consecutive months, the use shall not be reestablished or resumed unless a new conditional use permit is granted by City Council.
3. Approval of this request will provide for development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	GR	R-LD	GR
LAND USE	Electric substation	Community Blood Center of the Ozarks	Stormwater Detention	Stormwater Detention

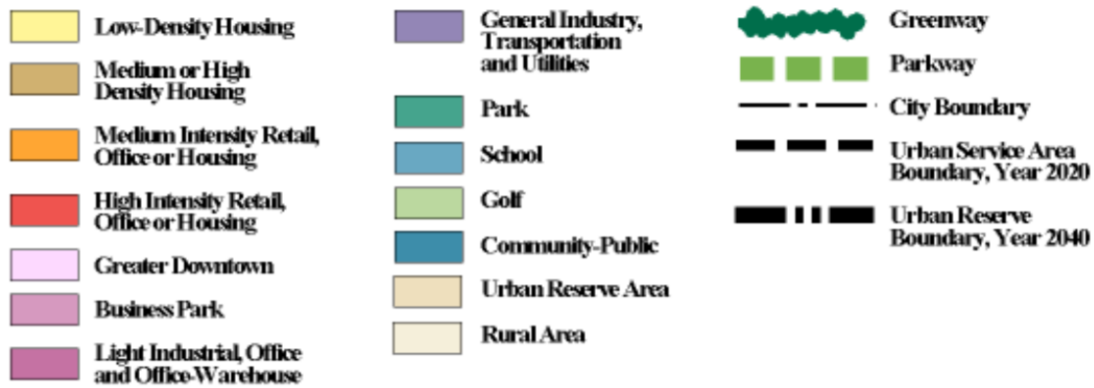
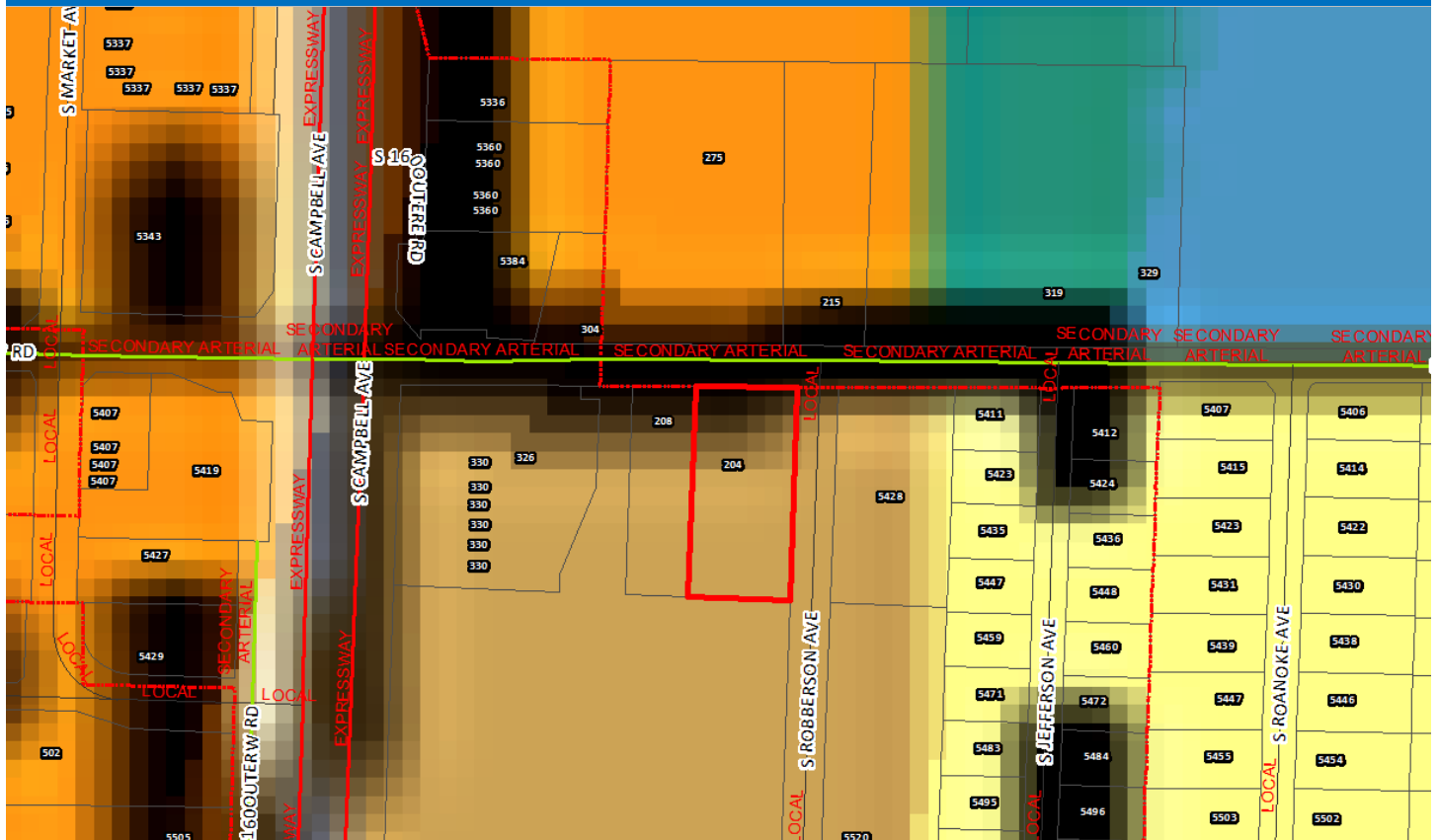
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was annexed in August 1998 and zoned to GR, General Retail District in October 1999. There is no record that a Conditional Use Permit was approved to allow the existing car wash and is believed that the car wash was constructed in the county, prior to the annexation and the rezoning to GR.

The applicant is proposing to resume the car washing business after it was discontinued for approximately three years. When a conditional use is discontinued or abandoned for a period of 12 consecutive months, the use shall not be reestablished or resumed unless a new conditional use permit is granted by City Council.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

- (1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.
- (8) *Period of validity.*
 - (a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:
 1. A building permit is obtained and the erection or alteration of a structure is started; or
 2. An occupancy permit is obtained and the conditional use commenced.The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.
 - (b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.
- d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Medium or High Density Housing. However, the *Growth Management and Land Use Plan Element* states that the Land Use Plan map, “should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement.” The subject property’s zoning is consistent with adjacent commercial and retail uses designated with the same Medium or High Density Housing land use category.

STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit for a car washing business on the subject property within a GR, General Retail District. The *Zoning Ordinance* requires a use permit in the GR, General Retail District for a car washing business. The applicant is proposing to resume operation of the car wash after it was discontinued for approximately three years. When a conditional use is discontinued or abandoned for a period of 12 consecutive months, the use shall not be reestablished or resumed unless a new conditional use permit is granted by City Council.
2. The applicant is proposing to resume operation of the car washing business without changes to the existing structures and site development regarding access, lighting, and circulation. The only changes will be to make the car wash operational once again.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Medium or High Density Housing. However, the *Growth Management and Land Use Plan Element* states that the Land Use Plan map, “should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement.” The subject property’s zoning is consistent with adjacent commercial and retail uses designated with the same Medium or High Density Housing land use category.
4. Staff has reviewed the applicant’s request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 (10) (Attachment 3) of the Zoning Ordinance. Any development of this property must also follow the GR, General Retail District requirements.
5. The proposed Conditional Use Permit 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 NOTIFICATION:

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

Notices sent to property owners within 185 feet:	Mailed: 8	Returned: 0
--	-----------	-------------

DEPARTMENT COMMENTS:

ATTACHMENT 1 CONDITIONAL USE PERMIT 449

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES

No comments.

CITY UTILITIES:

No issues with CUP.

DEPARTMENT OF ENVIRONMENT SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to CUP. Public sewer is available for the development.

FIRE DEPARTMENT COMMENTS:

No issues.

MODOT COMMENTS:

No comments.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING:

The property is in the **Ward Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location.

A fee in lieu of on-site stormwater detention **is not applicable because detention is already provided.**
The property **is not 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 per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.
5. If the property has a sinkhole on the property a geotechnical report is required per Chapter 11 Section 2 of the stormwater design criteria manual.
6. If the property has a stream buffer the property owner may be required to provide a stream buffer easement per Chapter 8 Section 4.1.3.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Robberson Avenue as Local-Commercial Roadway and E. Plainview Road as a Secondary Arterial roadway. The standard right-of-way width for S. Robberson Avenue is 30-ft from the centerline and 35-ft from the centerline for E. Plainview Road. It appears no additional right-of-way is needed. A survey is recommended to determine the exact amount of existing right-of-way. S. Robberson Avenue is a city-maintained street and this portion of E. Plainview Road is a county-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts on S. Robberson Avenue or E. Plainview Road. On-street parking is not allowed along S. Robberson Avenue or E. Plainview Road.

DRIVEWAY ACCESS

There is currently one driveway access point to S. Robberson Avenue. There are no driveway access points to the property E. Plainview Road. No access is allowed to E. Plainview Road. Any new proposed driveway approaches to S. Robberson Avenue must meet the minimum spacing requirements for a Local-Commercial roadway.

SIDEWALK

There is existing sidewalk along the property frontage on S. Robberson Avenue and E. Plainview Road. The existing infrastructure meets current City Standards.

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 the property frontage on S. Robberson Avenue or E. Plainview Road. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required.

TRAFFIC - TABLE 1: PLANNED DEVELOPMENT/CONDITIONAL USE PERMIT DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	S. Robberson Avenue	Local-Commercial	No	30	30
Street 2	E. Plainview Road	Secondary Arterial	No	35	35
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		16	67	720	
*Proposed Trips Generated		16	67	720	
Additional Trips Generated		0	0	0	

*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 USE PERMIT 449

1. A car washing business is permitted in conformance with Attachment 4.
2. The car washing business shall comply with all the standards listed in Attachment 3.
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

STANDARDS FOR CONDITIONAL USE PERMIT 449

ATTACHMENT 3

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response	Staff response:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	The Springfield Comprehensive Plan encourages diversity of neighborhood elements. For over 22 years this facility has been available to the surrounding neighborhood for maintaining their vehicles and providing a location to interact with neighbors.	The <i>Growth Management and Land Use Plan</i> of the <i>Comprehensive Plan</i> designates this area as appropriate for Medium or High Density Housing. However, the <i>Growth Management and Land Use Plan Element</i> states that the Land Use Plan map, "should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." The subject property's zoning is consistent with adjacent commercial and retail uses designated with the same Medium or High Density Housing land use category.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The facility was constructed in 1999 and was designed as a "neighborhood" carwash. Compliance with public works standards regarding entrance and connection to the public street was approved and to the best of our knowledge continues to comply.	Public Works Traffic Division has reviewed the application and has determined that conditional use will not adversely affect safety of the motoring public and of pedestrians. Traffic comments are provided in Attachment 1.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	The building was designed and constructed under the adopted building and fire codes in effect in 1999. To the best of our knowledge, they continue in compliance.	The Fire Department has reviewed this request and has no concerns with regard to safety from fire hazards and fire controls. Fire comments are provided in Attachment 1.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	All site drainage was originally designed in 1999 and continues to flow to the west property line and discharges directly into a storm water detention basin. There is no conceived opinion that the adjacent property could flood.	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. The development is required to meet development standards for stormwater management.

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response	Staff response:
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	The subject property does not constitute a greater sound level than the nearby shopping center or convenience store located to the west.	The applicant is not proposing to expand the car washing business that once operated in this location. It is not expected that the proposed use will have noise characteristics that exceed Zoning Ordinance standards.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	There are no "adjacent" residential neighbors. All residential uses are across Robberson to the east. The traffic flow as designed funnels traffic from east to west, away from Residential zoning and toward General Retail.	It is not expected that the proposed use will negatively affect neighborhood districts. The property directly to the east, while zoned R-LD, is used as stormwater detention. The applicant is proposing to make the car wash operational and is not expanding the use.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	The only signs for the facility are located on the building.	The applicant is not proposing to expand the car washing business that once operated in this location. The development will be subject to the signage standards on the Zoning Ordinance.
8. Such signs will not have an adverse effect on any adjacent properties.	The signs have NO effect on adjacent properties.	The development will be subject to the signage standards on the Zoning Ordinance and is not expected to have an adverse effect on any adjacent properties
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	The development was and is in compliance with Public Works requirements.	No additional right-of-way is required for the adjacent streets.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	The facility provides a necessary function for the maintenance of the neighboring vehicles. It also serves as a gathering location for social interaction.	It is not anticipated that the proposed car washing business will have an adverse effect or be incompatible with the adjacent and surrounding properties which are used for commercial/retail uses to the west or the residential uses to the east. The applicant is proposing to make the car wash operational and is not expanding the use.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In	The structure has been at this location since 1999 and has been accepted as a neighborhood service since then. Interior and perimeter landscaping completed with applicable zoning ordinance in effect at the time.	The standards of the Zoning Ordinance adequately address these issues.

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response	Staff response:
determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: - The location, nature and height of buildings, structures, walls and fences on the site; and - The nature and extent of landscaping and screening on the site.		
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	The building has been at this location for over 22 years.	It is not expected that the proposed development will negatively affect any significant natural topography or physical features. The subject property is developed as a car wash.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	There is NO negative effect anticipated by approving this Conditional Use Permit.	The site is developed as a car wash and does not appear to have important natural, scenic, or historic features.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	The development of this site in 1999 complied with all zoning and building development requirements.	The proposed use complies with applicable regulations with regard to lot size, bulk regulations, use limitations and performance standards.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	A carwash located adjacent to a residential neighborhood positively contributes for the convenience of the neighbors.	The proposed development will contribute to the existing retail and service businesses as well as provide a service to the nearby residential uses.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect	The carwash complied with all parking and loading requirements in place in 1999.	The development will be subject to these standards of the Zoning Ordinance.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	The entrance to Robberson Avenue continues to serve as the primary entrance/exit. The drive serving the property to the south remains.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it meets this condition.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian	The vehicular circulation (onsite) described in (6) above remains. Traffic flows off Robberson, then east to west and exits back onto Robberson.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards.

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response	Staff response:
circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.		
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	The site development complies with all known easements and right of ways (public and private).	The applicant's response adequately addresses this condition.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	The use of the building has remained unchanged, originally a carwash and to remain a carwash	The applicant's response adequately addresses this condition. The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	The property is on the southwest corner of Plainview and Robberson and is served by all services required for its operation.	This request will provide for the productive use of the subject property which is already served with public infrastructure and services.

ATTACHMENT 4

SITE PLAN GENERAL NOTES:

1. CONTRACTOR TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
2. UNLESS SPECIFICALLY NOTED OTHERWISE, ALL EXTERIOR CONC. SLABS (INCLUDING SIDEWALKS ARE TO SLOPE AWAY FROM BUILDINGS AT 1/4" PER FOOT TO PROVIDE POSITIVE DRAINAGE.
3. FOR GRADING INFORMATION - SEE GRADING PLAN THIS SHEET.
4. ALL LAWN AREAS AND DISTURBED AREAS SHALL BE FINE GRADED AND SEEDED UNDER THIS CONTRACT.
5. ALL CURB AND BUILDING FACES ARE TO BE LAYED-OUT PARALLEL AND PERPENDICULAR TO THE EAST PROPERTY LINE.
6. DIMENSIONS ARE TO BACK OF CURBS.
7. ALL GRADES TO SLOPE AWAY FROM BUILDING FOR POSITIVE DRAINAGE.
8. CONTRACTOR TO VISIT SITE AND FAMILIARIZE HIMSELF WITH ALL ON-SITE CONDITIONS.
9. CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING CONDITIONS AND COORDINATE NEW CONSTRUCTION WITH EXISTING.

CURVE DATA:

- A 5'-0" RADIUS - BACK OF CURB
- B 10'-0" RADIUS - BACK OF CURB
- C 15'-0" RADIUS - BACK OF CURB
- D 20'-0" RADIUS - BACK OF CURB
- E 10'-0" RADIUS - EDGE OF PAVING

LEGEND:

- PROPERTY LINE
- LINE OF EASEMENT
- +324- EXISTING GRADE
- 1323- FINISH GRADE
- TOP OF CONC. ELEV.
- GUTTER LINE ELEV.
- TOP OF PAVEMENT
- HIGH POINT
- FLOW LINE ELEVATION

NOTE:
U.S.G.S. ELEV. 1273.50 = 100'-0"
FINISH FLOOR ELEV. = 1273.50

- EXISTING TREE TO BE REMOVED
- CAR QUEING SPACE

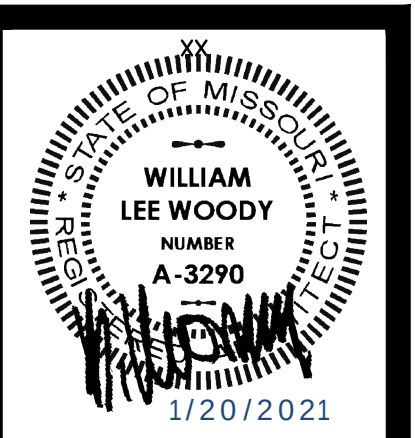
INTERIOR LANDSCAPING:

PROVIDE INTERIOR LANDSCAPING PER CITY ZONING ORDINANCE REQUIREMENTS AS FOLLOWS:
2 - CANOPY TREES
CONTRACTOR MAY SUBSTITUTE UNDERSTORY TREES FOR CANOPY TREES AT THE FOLLOW RATE:
(2 - UNDERSTORY TREES = 1 CANOPY TREE)

PERIMETER LANDSCAPING:

PROVIDE PERIMETER LANDSCAPING ALONG PLAINVIEW RD. & ROBBERSON AVE. PER CITY REQUIREMENTS.
PROVIDE THE FOLLOWING LANDSCAPING PER 100 LINEAR FEET OF LENGTH:
1 - CANOPY TREE
1 - UNDERSTORY, ORNAMENTAL OR EVERGREEN TREE
4 - SHRUBS
CONTRACTOR MAY SUBSTITUTE UNDERSTORY TREES FOR CANOPY TREES AT THE FOLLOW RATE:
(2 - UNDERSTORY TREES = 1 CANOPY TREE)

CAUTION:
INFORMATION ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.



1736 E. Sunshine, Suite 311
Springfield, Missouri 65804
Phone: (417) 883-2720
FAX: (417) 883-0161

**MARSHALL
WATERS
WOODY**
architecture & planning

NEW YE OLDE BUGGY BATH
CAR WASH
PLAINVIEW RD. & ROBBERSON AVE.
SPRINGFIELD, MO

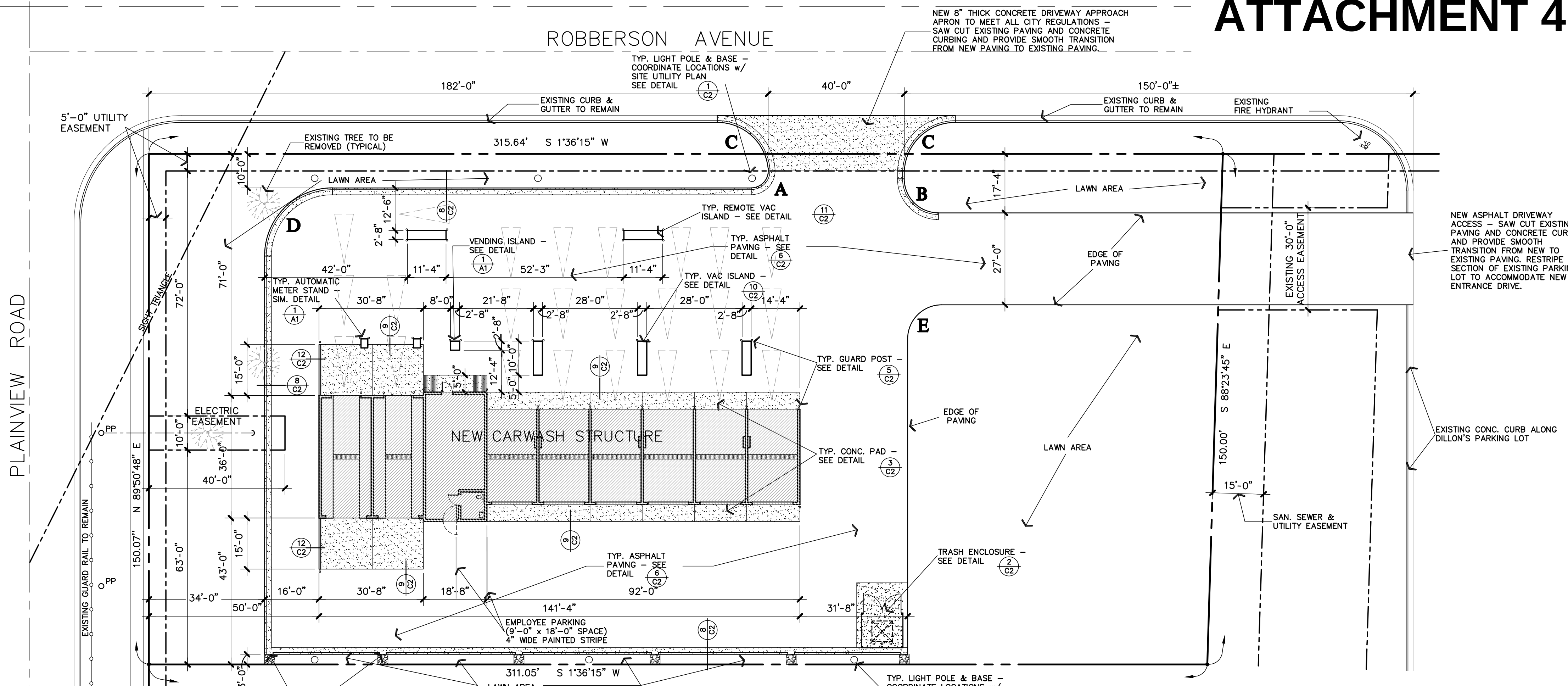
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revised
REV-1 JAN. 20, 2021

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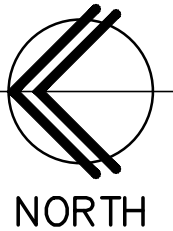
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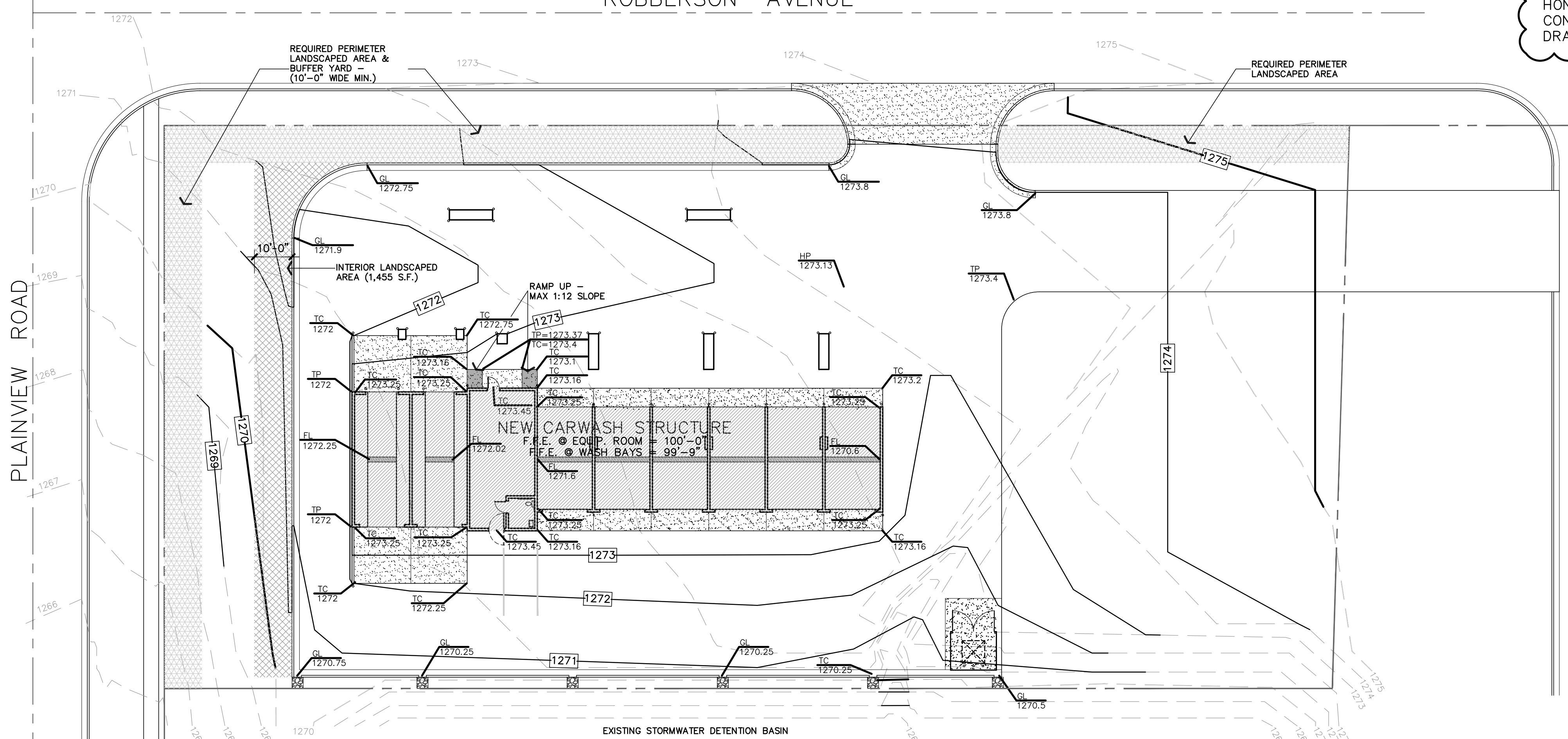


SITE PLAN

1" = 20'-0"

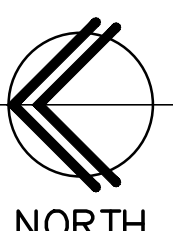


REV-1
ON JANUARY 19, 2021 A VISUAL EXAMINATION OF THE EXISTING SITE AND CARWASH FACILITY WAS PERFORMED. TO THE BEST OF OUR HONESTY, KNOWLEDGE AND BELIEF THE CONDITIONS MATCH THE CONSTRUCTION DRAWINGS DATED SEPT. 1, 1999.



GRADING PLAN

1" = 20'-0"



One-rdg. _____
P. Hrngs. x
Pgs. 35
Filed: 03-30-21

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 075

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 450 for the purpose of authorizing playing
2 fields to operate within the HC, Highway Commercial District and
3 Airport Overlay District No. 3 generally located at 6006 West State
4 Highway 266 as a conditional use. (Staff and Planning and Zoning
5 Commission recommend approval.)
6
7

8 WHEREAS, pursuant to Section 36-363 of the Land Development Code City
9 Council may grant permits authorizing certain enumerated conditional uses as provided
10 in the various zoning districts; and
11

12 WHEREAS, the Planning and Zoning Commission held a public hearing on
13 March 11, 2021, and the Commission found that the necessary conditions existed for
14 issuance of Conditional Use Permit No. 450 for the property located at 6006 West State
15 Highway 266 and zoned HC, Highway Commercial District and Airport Overlay District
16 No. 3; and
17

18 WHEREAS, City Council finds that sufficient evidence has been presented to
19 satisfy all applicable standards of the Land Development Code for issuance of
20 Conditional Use Permit No. 450; and
21

22 WHEREAS, the granting of such permit is deemed proper, and it is not found to
23 harm the community or injure the value, lawful use, and reasonable enjoyment of
24 properties in the vicinity of 6006 West State Highway 266.
25

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

29 Section 1 – Conditional Use Permit No. 450 is hereby granted in accordance with
30 and subject to the provisions of Section 36-363 of the Land Development Code.
31 Conditional Use Permit No. 450 is granted for the purpose of authorizing playing fields
32 to operate as a conditional use within the HC, Highway Commercial District and Airport
33 Overlay District No. 3 located at the property described in “Exhibit B,” which is attached

hereto and incorporated herein by this reference, and which is generally located at 6006 West State Highway 266.

Section 2 – Building permits, certificates of occupancy, and any other required permits or approvals may be issued by the duly authorized officials of the City provided that such issuance is consistent with Section 36-363 of the Land Development Code, any other applicable City regulation or ordinance, and the “Requirements for Conditional Use Permit 450” described in “Exhibit A,” which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in “Exhibit A” and “Exhibit D – Attachment 2” shall govern and control the use and development of the land described in “Exhibit B,” in a manner which shall not substantially deviate from the attached site plan depicted on “Exhibit D – Attachment 5” or the attached photometric plan depicted on “Exhibit D – Attachment 6,” with “Exhibit D” being attached hereto and incorporated herein by this reference in its entirety.

Section 3 – Any violation of the provisions of this Ordinance, or the construction of any element that could cause, or contribute to cause, a hazard to aviation operations at the Springfield-Branson National Airport, shall be grounds for the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.

Section 4 – This Ordinance shall be in full force and effect from and after passage only so long as the Property and any improvements thereon conform to the conditions and requirements described in Section 36-363 of the Land Development Code, and other applicable City regulation or Ordinance, and this Ordinance.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Kyle Tollett, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 075

FILED: 03-30-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To allow playing fields on the portion of property which falls within the HC, Highway Commercial District and Airport Overlay District No. 3 generally located at 6006 West State Highway 266. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 450

The applicant is requesting approval of a Conditional Use Permit to allow playing fields on the portion of property which falls within the HC, Highway Commercial District and Airport Overlay District No. 3 generally located at 6006 West State Highway 266. The intent of this rezoning application is to facilitate the development of this property for a private athletic complex along with other retail, temporary lodging and office uses.

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 Expressway and Airport Boulevard) 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.

CONDITIONS:

1. The regulations and standards listed on "Exhibit D - Attachment 3" shall govern and control the use and development of the land in Use Permit Number 450 in a manner consistent with the attached site plan ("Exhibit D - Attachments 5 and 6").

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a conditional use permit.
2. As part of the review process for the Airport Overlay District, the Airport Board approved a resolution recommending approval of the Deer Lake Partners, LLC's conditional use permit application. The Board recommends that the Planning and Zoning Commission and City Council approve it so long as Deer Lake Partners,

LLC submits FAA Form 7460-1, does not substantially deviate from its submitted plans, and does not construct any element which could cause a hazard to aviation operations at the Airport ("Exhibit D - Attachments 5 and 6").

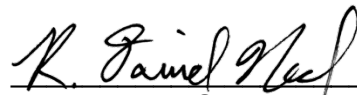
3. The airport overlay districts are intended to regulate the development of noise-sensitive land uses, to promote compatibility between the Springfield-Branson National Airport and the surrounding land uses, to protect the Springfield-Branson National Airport from incompatible development and to promote the health, safety, and general welfare of property users.
4. The proposed project must be developed in substantial conformance to the submitted site plan.

REMARKS:

The Planning and Zoning Commission held a public hearing on March 11, 2021, and recommended approval, by a vote of 9 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the application be approved with the conditions (see attached "Exhibit A").

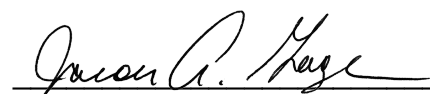
Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit Number 450

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Requirements for Conditional Use Permit 450

Attachment 3, Standards and Responses for Conditional Use Permits

Attachment 4, Airport Board Resolution

Attachment 5, Site Plan
Attachment 6, Photometric Plan
Attachment 7, Proposed Development Sign Renderings

Exhibit A

REQUIREMENTS FOR CONDITIONAL USE PERMIT NUMBER 450

1. Playfields are permitted within the Airport Overlay District in conformance with Attachments 5 & 6.
2. Any proposed detached sign must be located outside of any right-of-way, easements or sight triangles and meet all requirements of Section 36-454, Signs, of the Zoning Ordinance.
3. Any development of this property must also follow the HC, Highway Commercial District and Conditional Overlay District No. 193 requirements.
4. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Exhibit B

**LEGAL DESCRIPTION
CONDITIONAL USE PERMIT NUMBER 450**

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 BEED 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 SAID SECTION 24; 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 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 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 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 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 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.

Exhibit C

**RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT NUMBER 450
Planning and Zoning Commission – March 11, 2021**

Conditional Use Permit 450
6006 West State Highway 266
Applicant: Deer Lake Properties, LLC

Mr. Hosmer stated that this is a request to allow playing fields on the portion of property which falls within the HC, Highway Commercial District and Airport Overlay District No. 3 generally located at 6006 West State Highway 266. The Comprehensive Plan identifies this as an appropriate for a Business Park uses. The applicant is requesting approval of a Conditional Use Permit to allow playing fields on the portion of property which falls within the HC, and Airport Overlay District. The Transportation Plan classifies Chestnut as an Expressway. A Traffic Impact Study will be required at the time of development per Conditional Overlay District No. 193. A fee in lieu of on-site stormwater detention will not be allowed. The property is not located in a stream buffer area. The COD will require a "Type F" bufferyard at least a twenty (20) feet wide on the south and west property line adjacent to the County A-1. The application meets the approval standards for a Conditional Use Permit to allow playfields within the Airport Overlay District in conformance with Site Plan. The Airport Board has approved a resolution recommending approval the conditional use permit application as submitted. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Jared Rasmussen, representative and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** item Conditional Use Permit 450 (6006 West State Highway 266). Mr. Colony seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, and Bruce. Nays: None. Abstain: None. Absent: Ogilvy and Broekhoven.



Bob Hosmer, AICP
Planning Manager

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	MARCH 11, 2021
CITY COUNCIL PUBLIC HEARING:	APRIL 5, 2021



CASE NUMBER:
Conditional Use Permit 450

LOCATION: 6006 W. State Hwy 266

ACRES: Approximately 105 acres

EXISTING LAND USE:
Vacant/undeveloped, agricultural land

APPLICANT: Deer Lake Partners, LLC

STAFF: Daniel Neal, Senior Planner

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:

This is a request to allow playing fields on the portion of property which falls within the HC, Highway Commercial District and Airport Overlay District No. 3 generally located at 6006 West State Highway 266.

FINDINGS FOR STAFF RECOMMENDATION:

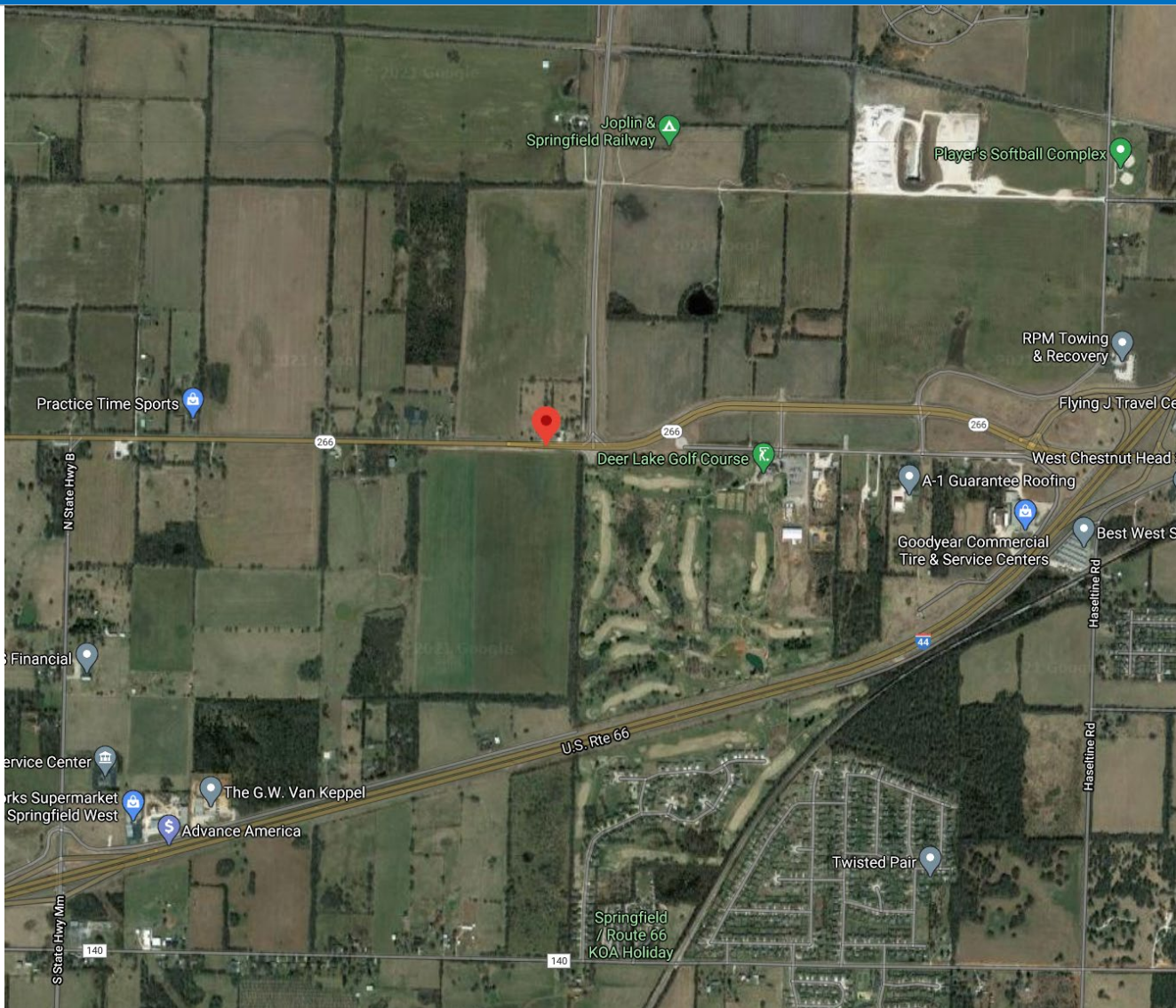
1. This application meets the approval standards for a conditional use permit.
2. As part of the review process for the Airport Overlay District, the Airport Board approved a resolution recommending approval of the Deer Lake Partners, LLC's conditional use permit application. The Board recommends that the Planning and Zoning Commission and City Council approve it so long as Deer Lake Partners, LLC submits FAA Form 7460-1, does not substantially deviate from its submitted plans, and does not construct any element which could cause a hazard to aviation operations at the Airport (Attachments 5 & 6).
3. 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.
4. The proposed conditional use permit must be developed in substantial conformance to the submitted site plan.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County A-1	County A-1 and C-2	HC COD 195	County A-1

LAND USE	Single-family residential and agricultural uses	Single-family residential, agricultural, and vacant/undeveloped land	Golf course and clubhouse	Single-family residential and agricultural uses
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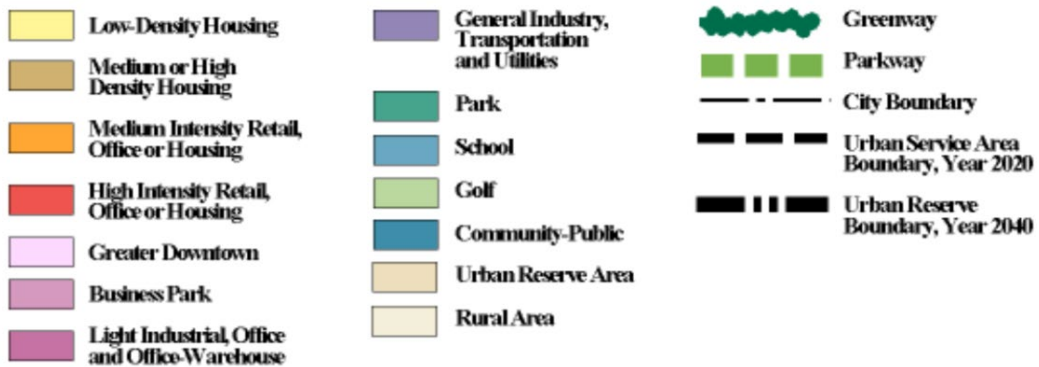
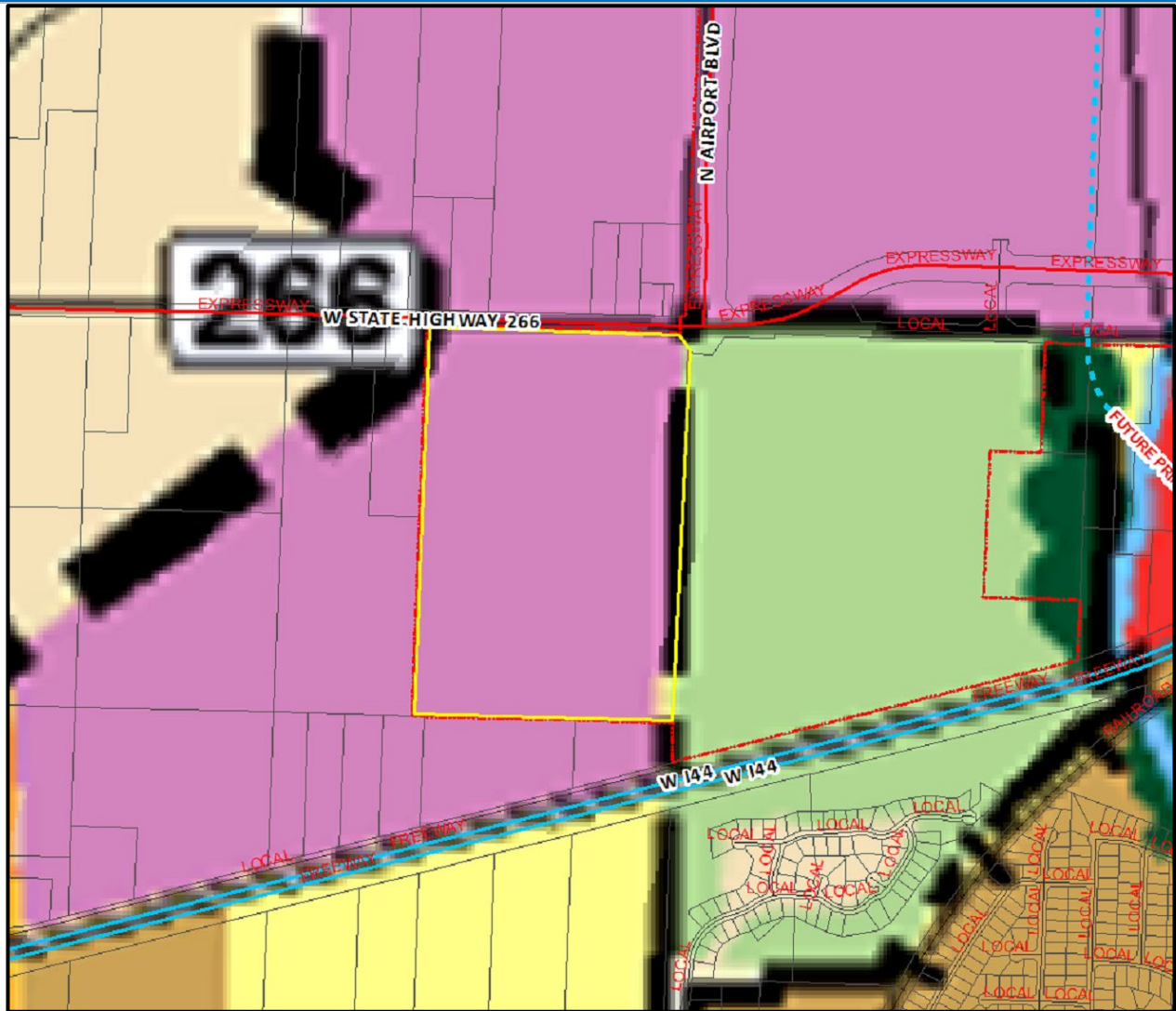
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was annexed into the City in February of 2021 and concurrently rezoned to HC, Highway Commercial District with Conditional Overlay District No. 193. An amendment to the Airport Overlay District to allow playfields with a conditional use permit and accessory off-street parking lots was also approved.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

- (1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.
- (8) *Period of validity.*
 - (a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:
 1. A building permit is obtained and the erection or alteration of a structure is started; or
 2. An occupancy permit is obtained and the conditional use commenced.The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.
 - (b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.
- d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

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 Expressway and Airport Boulevard) 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 requesting approval of a Conditional Use Permit to allow playing fields on the portion of property which falls within the HC, Highway Commercial District and Airport Overlay District No. 3 generally located at 6006 West State Highway 266. The intent of this rezoning application is to facilitate the development of this property for a private athletic complex along with other retail, temporary lodging and office uses.
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
3. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 (10) (Attachment 3) of the Zoning Ordinance. Any development of this property must also follow the HC, Highway Commercial District and Conditional Overlay District No. 193 requirements.
4. The current zoning of HC, Highway Commercial and Conditional Overlay District No. 193 requires a traffic study, in a format acceptable to the City and MoDOT, be required at the time of development.
5. A private road will be constructed that connects to the existing signal at W. Chestnut Expressway and N. Airport Boulevard. A 235-foot left turn lane and a through/right turn lane will be constructed at the northbound approach to the intersection. Westbound W. Chestnut Expressway at the signal will be restriped to provide a 200-foot left turn lane. Southbound N. Airport Boulevard at the signal will be restriped to provide a dedicated southbound left turn lane and a through/right turn lane. Upgrades will be provided to the signal. There is not existing sidewalk along the property frontage of W. Chestnut Expressway and is not required to be constructed by MoDOT. The existing infrastructure meets current City Standards.
6. The applicant has submitted proposed signage to be used for the proposed private athletic complex. It is not required to be constructed as shown and is considered illustrative (Attachment 7). A sign permit must be submitted meeting the sign regulations within the Zoning Ordinance.
7. The development of the property will require a bufferyard along the south and west property line adjacent to the County A-1, Agricultural District. The bufferyard required between HC and single-family zoning would be a Bufferyard "Type F" at least a twenty (20) feet wide. For each one-hundred (100) linear feet of bufferyard, there must be three (3) canopy trees, three (3) understory trees, four (4) evergreen trees and twenty (20) shrubs with a six-foot solid wood fence or solid masonry/brick wall, or six-foot solid evergreen hedge. The applicant is showing a forty (40) foot wide bufferyard which reduces the amount of plantings and removes the requirements for a solid fence or wall. This is an allowed alternative for all bufferyards in the Zoning Ordinance. All structures shall remain below a 30-degree bulk plane as measured from the boundaries of R-SF or R-TH districts.

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8. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.
 9. As part of the review process for the Airport Overlay District, the Airport Board approved a resolution recommending approval of the Deer Lake Partners, LLC's conditional use permit application. The Board recommends that the Planning and Zoning Commission and City Council approve it so long as Deer Lake Partners, LLC submits FAA Form 7460-1, does not substantially deviate from its submitted plans, and does not construct any element which could cause a hazard to aviation operations at the Airport (Attachments 5 & 6).

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.

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet:	Mailed: 11	Returned: 0
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DEPARTMENT COMMENTS:

ATTACHMENT 1 CONDITIONAL USE PERMIT 450

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with proposed CUP.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the CUP. Public improvement plans required to serve the property with sanitary sewer.

FIRE DEPARTMENT COMMENTS:

No comments.

MISSOURI DEPARTMENT OF TRANSPORTATION:

We agree with Public Works Traffic Division requirements. We don't have any further requirements.

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.

There **is a** sinkhole at this location and additional city regulations will apply.

A fee in lieu of on-site stormwater detention **will not be allowed and detention is required.**

The property **is not 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 per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>.
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual
5. If the property has a sinkhole on the property, a geotechnical report is required per Chapter 11 Section 2 of the stormwater design criteria manual.

6. If the property has a stream buffer the property owner may be required to provide a stream buffer easement per Chapter 8 Section 4.1.3.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Chestnut Expressway as an Expressway roadway. The standard right-of-way width for W. Chestnut Expressway is 65-feet from the centerline. MoDOT is not requiring additional right-of-way. W. Chestnut Expressway is a MoDOT-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts on this portion of W. Chestnut Expressway. On-street parking is not allowed along W. Chestnut Expressway.

DRIVEWAY ACCESS

There is currently no driveway access points onto the property from W. Chestnut Expressway. A private road will be allowed to access the existing signal located at W. Chestnut Expressway and N. Airport Boulevard. One driveway access point will be allowed off of Chestnut Expressway in the future.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Chestnut Expressway and is not required to be constructed by MoDOT. The existing infrastructure meets current City Standards.

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 the property frontage on W. Chestnut Expressway.

IMPROVEMENTS

A private road will be constructed that connects to the existing signal at W. Chestnut Expressway and N. Airport Boulevard. A 235-foot left turn lane and a through/right turn lane will be constructed at the northbound approach to the intersection. Westbound W. Chestnut Expressway at the signal will be restriped to provide a 200-foot left turn lane. Southbound N. Airport Boulevard at the signal will be restriped to provide a dedicated southbound left turn lane and a through/right turn lane. Upgrades will be provided to the signal.

TRAFFIC - TABLE 1: PLANNED DEVELOPMENT/CONDITIONAL USE PERMIT 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 Expressway	Expressway	No	50	65
		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 USE PERMIT 450

1. Playfields are permitted within the Airport Overlay District in conformance with Attachments 5 & 6.
2. Any proposed detached sign must be located outside of any right-of-way, easements or sight triangles and meet all requirements of Section 36-454, Signs, of the Zoning Ordinance.
3. Any development of this property must also follow the HC, Highway Commercial District and Conditional Overlay District No. 193 requirements.
4. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

STANDARDS FOR CONDITIONAL USE PERMIT 448

ATTACHMENT 3

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	Yes. The conditional use permit airport overlay district takes in to account future expansion of the airport. The property was recently annexed into the City of Springfield but is allocated as Urban Service Area in the comprehensive plan. It is also shown as a future activity center and future growth area.	This application is consistent with the <i>Growth Management and Land Use Plan</i> element of the <i>Comprehensive Plan</i> , 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 Expressway and Airport Boulevard) which encourages higher intensity developments and near the I-44 and Chestnut Expressway (Emerging) Activity Center where higher intensity development is encouraged.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	No. All facilities will be designed using the applicable City of Springfield and MUTCD traffic standards. These standards will ensure the safety of all vehicular and pedestrian traffic in and around the site.	MODOT and Public Works Traffic Division have reviewed the application and have determined that the conditional use will not adversely affect safety of the motoring public and of pedestrians. Traffic comments are provided in Attachment 1.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	Yes. All facilities will be designed to the applicable Fire Department and International Fire Code requirements. Fire hydrants will be provided to assist the fire department in its fire control efforts.	The Fire Department has reviewed this request and has no concerns with regard to safety from fire hazards and fire controls. Fire comments are provided in Attachment 1.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	No. Stormwater detention facilities will be provided as a part of the project. All stormwater conveyance facilities will be sized using the appropriate City of Springfield design standards. These standards ensure that flooding and water damage does	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. Staff is aware of flooding problems in the area If the project increases the amount of impervious surfacing; detention and water quality is

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
	not occur on site nor downstream of the site.	required according to Chapter 96. A fee in lieu of on-site stormwater detention will not be allowed.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	No. Being that the development is large in size and the activities shall take place centrally, there will not be any noise pollution to the adjacent properties.	It is not expected that the proposed use will have noise characteristics that exceed Zoning Ordinance standards.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	No. See the attached site photometric plan. Lighting levels at the property lines will not exceed limits determined by the City of Springfield code requirements.	Playfields and off-street parking must shield vehicular and stationary lights from residential uses following Zoning Ordinance requirements.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	Yes. The monument sign along Chestnut Expressway will meet the requirements of the sign ordinance. Other signage in the development will be directional and way-finding type of signs that will also meet the sign ordinance.	The development will be subject to the signage standards of the Zoning Ordinance.
8. Such signs will not have an adverse effect on any adjacent properties.	No. Other than the monument sign at the main entrance, the other signage will be located in the central part of the development and shall not affect the adjacent properties.	The development will be subject to the signage standards of the Zoning Ordinance and is not expected to have an adverse effect on any adjacent properties.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	Yes. A traffic study and trip generation comparison were generated during the rezoning process. This was used to determine required right-of-way and signal adjustments. All roadways will follow City of Springfield, MODOT, AASHTO, and MUTCD requirements.	MODOT and Public Works Traffic Division has reviewed the application and has determined improvements necessary to allow the proposed development. Some improvements will not be necessary until certain traffic generation thresholds are met.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	No. This development will increase the use and enjoyment of adjacent and surrounding properties as many people who may not typically travel to this area may begin to as they utilize the new facility. Traffic conditions have been analyzed as a part of the annexation and rezoning process. All parking requirements and standards of the City of	It is not anticipated that the proposed commercial development will have an adverse effect or be incompatible with the adjacent and surrounding properties. A bufferyard is required along the south and west property boundaries where lesser intense residential and agricultural uses currently exist.

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
	Springfield will be adhered to, so this development does not negatively affect neighboring properties.	
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, walls and fences on the site; and b. The nature and extent of landscaping and screening on the site.	There will not be any buildings, structures, fences, or walls within the conditional use permit area. The bufferyards that are shown on the attached site plans follow the requirements of the current HC zoning (with COD 193) of the property. These bufferyards, associated landscaping, and screening will not dominate the vicinity and will create a subtle buffer between neighboring properties.	The standards of the Zoning Ordinance adequately address these issues. A bufferyard type F is required along the south and west property boundaries that are adjacent to residential and agricultural uses. A solid fence is not required for a bufferyard of 40 feet or wider as shown on the CUP site plan.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	No. The existing topography is flat and gentle in nature. This topography will be mimicked with the addition of the athletic fields and associated roadways and parking facilities.	The applicant's response adequately addresses this condition.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	No. There are not any known natural, scenic, or historic features of significant importance on the site.	Staff is not aware of any natural, scenic, or historic features of significant importance that would be lost or damaged with the development of this site.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	Yes. All requirements have been analyzed during the annexation and rezoning process and are in conformance.	The proposed use appears to comply with applicable regulations of the Zoning Ordinance.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	Yes. This athletic facility will promote the health and welfare of the public. The people using this facility will likely be more mentally and physically healthy after exercising and enjoying the open space this development will have.	The applicant's response adequately addresses this condition.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located	Yes. All off-street parking will be in conformance with the requirements of the City of Springfield. The current zoning of the property to the west (located in Greene County) is A-1. A	The applicant appears to meet the off-street parking and bufferyard requirements.

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
so as to protect such residential uses from any injurious effect	bufferyard requirement for R-SF is being provided on the western boundary in an effort to plan for any residential that may be adjacent to this property.	
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	Yes. A traffic study was completed as a part of the annexation and rezoning process. All access to the site will comply with this study as well as the requirements of the City of Springfield in an effort to reduce congestion.	MODOT and Public Works Traffic Division have reviewed the proposed site plan and has determined that it meets this standard.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	No. The site layout has been critiqued to minimize vehicular and pedestrian conflicts by placing parking facilities close to the athletic fields without significant traffic between the two facilities. Designated crosswalks will be provided at high conflict locations on and off of the site even though foot traffic to and from the site is not likely to be a high volume.	MODOT and Public Works Traffic Division have reviewed the proposed site plan and have determined that the proposed development will not create these hazards.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	No. All existing infrastructure has been identified and designed around. New public infrastructure is being designed and constructed by the developer to service the new facilities. This includes roadway improvements, utility improvements, and associated easements.	The applicant's response adequately addresses this condition.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	No. This is not applicable since the buildings are not a part of the conditional use permit.	There are no existing structures associated with this CUP application.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	Yes. All of the listed services will be provided and coordinated throughout the project design, construction, and operational phases of the development.	This request will provide for the productive use of the subject property. Public improvement plans and extension are required to serve the property with sanitary sewer.

**SPRINGFIELD/BRANSON NATIONAL AIRPORT BOARD
RESOLUTION NO. 2021-01**

A resolution of the Airport Board (Board) recommending approval of Deer Lake Partners, LLC's Conditional Use Permit application regarding 5544 W. State Highway 266, Springfield, MO 65802.

Whereas, the City has given the Board, the power and duty to administer the Airport, i.e., to take charge of, and operate, its properties, institutions, and facilities, including the Airport Overlay District; and

Whereas, Deer Lake Partners, LLC has submitted an application to the City of Springfield for a Conditional Use Permit to allow it to develop and construct playing fields, parking lots, and roadways on the portion of its property which falls in the Airport's Overlay District; and

Whereas, the Board has considered the application and recommends that the Planning & Zoning Commission and City Council approve it so long as Deer Lake Partners, LLC submits FAA Form 7460-1, does not substantially deviate from its submitted plan, and does not construct any element which could cause a hazard to aviation operations at the Airport.

NOW, THEREFORE, BE IT RESOLVED,

The Board recommends approval of Deer Lake Partners, LLC's application for a Conditional Use Permit at 5544 W. State Highway 266, Springfield, MO 65802.

This resolution will take effect from and after its date of adoption. This resolution is adopted this 18th day of February 2021.

CITY OF SPRINGFIELD, MISSOURI
BY AND THROUGH ITS AIRPORT BOARD



Airport Board Chairman



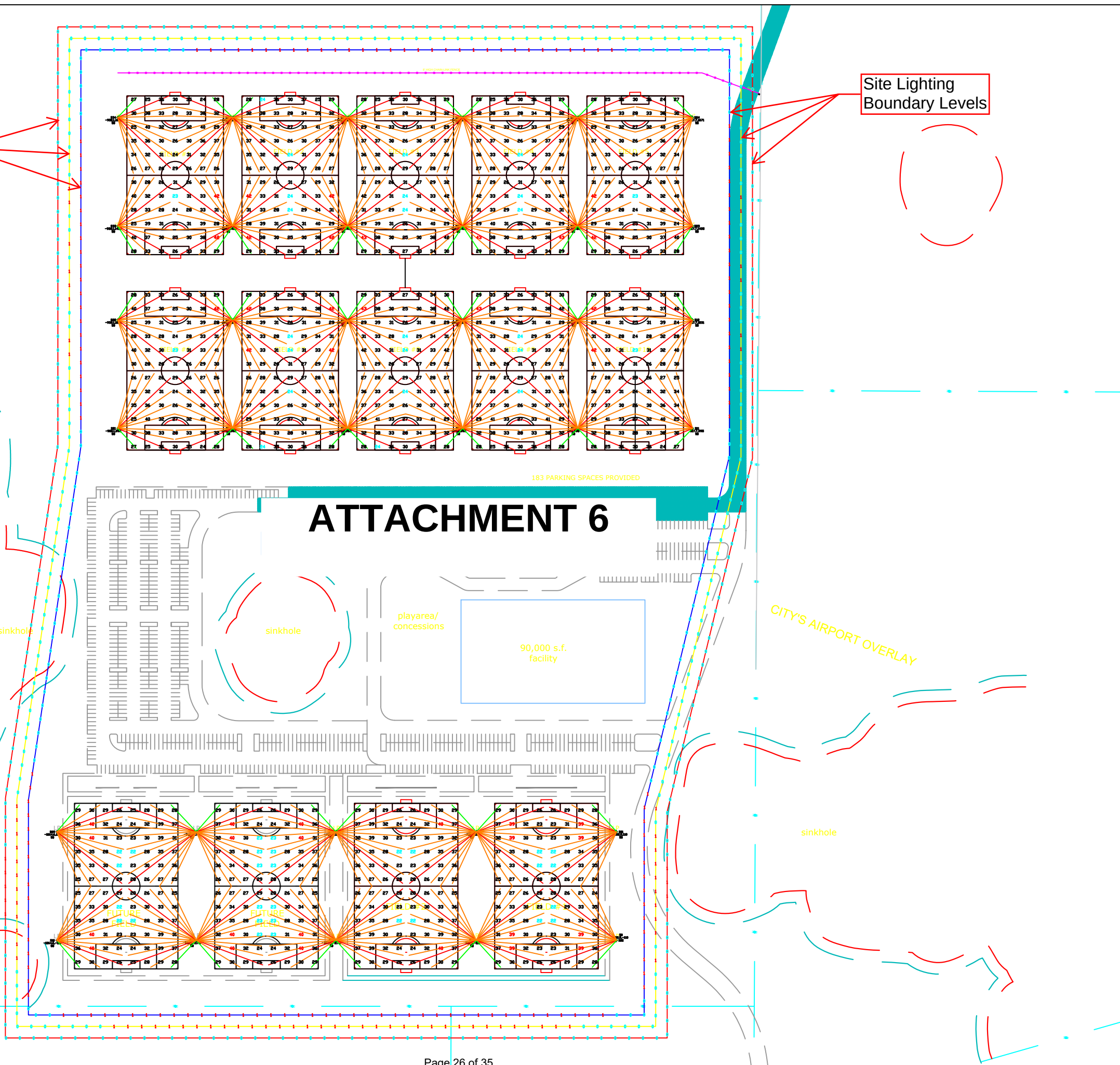
Catherine E. Moore (Feb 24, 2021 09:32 CST)

Airport Board Secretary

ATTACHMENT 6

Site Lighting
Boundary Levels

Site Lighting
Boundary Levels



ATTACHMENT 6



SPRINGFIELD
SOCCER COMPLEX
SPRINGFIELD, MO
SOCCER

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4. CALCULATIONS DO NOT TAKE INTO CONSIDERATION ANY OBSTRUCTIONS OR LIGHTING POLLUTION CAUSED BY NEIGHBORING LIGHT SOURCES.

DRAWN BY:JCIE
Date:1/28/2021
SCALE:NTS
Page:1 of 2
Dwg #:21-2307

Pole	x-loc	y-loc	height	N	M	W	Total	kw
S01	152.5	118	50ft	2	10	1	13	8.4
S02	152.5	-118	50ft	2	10	1	13	8.4
S03	-152.5	118	50ft	4	20	2	26	16.8
S04	-152.5	-118	50ft	4	20	2	26	16.8
S05	-457.8	118	50ft	4	20	2	26	16.8
S06	-457.8	-117.8	50ft	4	20	2	26	16.8
S07	-761.1	117.8	50ft	4	20	2	26	16.8
S08	-761.1	-117.8	50ft	4	20	2	26	16.8
S09	-1064.6	118	50ft	2	10	1	13	8.4
S10	-1064.6	-118	50ft	2	10	1	13	8.4
S11	317.7	995	50ft	2	8	1	11	7.1
S12	317.7	1231	50ft	2	8	1	11	7.1
S13	68.1	995	50ft	4	16	2	22	14.2
S14	68.1	1231	50ft	4	16	2	22	14.2
S15	-182.2	995	50ft	4	16	2	22	14.2
S16	-182.2	1231	50ft	4	16	2	22	14.2
S17	-432.2	995	50ft	4	16	2	22	14.2
S18	-432.2	1231	50ft	4	16	2	22	14.2
S19	-682.1	995	50ft	4	16	2	22	14.2
S20	-682.1	1231	50ft	4	16	2	22	14.2
S21	-932.1	995	50ft	2	8	1	11	7.1
S22	-932.1	1231	50ft	2	8	1	11	7.1
S23	317.7	1435	50ft	2	8	1	11	7.1
S24	317.7	1671	50ft	2	8	1	11	7.1
S25	67.7	1435	50ft	4	16	2	22	14.2
S26	67.7	1671	50ft	4	16	2	22	14.2
S27	-182.2	1435	50ft	4	16	2	22	14.2
S28	-182.2	1671	50ft	4	16	2	22	14.2
S29	-432.2	1435	50ft	4	16	2	22	14.2
S30	-432.2	1671	50ft	4	16	2	22	14.2
S31	-682.1	1435	50ft	4	16	2	22	14.2
S32	-682.1	1671	50ft	4	16	2	22	14.2
S33	-932.1	1435	50ft	2	8	1	11	7.1
S34	-932.1	1671	50ft	2	8	1	11	7.1
Total				112	480	56	648	418.6

W
CLIR 630 EV W
Light Loss Factor = 0.900
Watts per luminaire = 646
Number luminaires used = 56
kw these luminaires = 36.2

M
CLIR 630 EV M
Light Loss Factor = 0.900
Watts per luminaire = 646
Number luminaires used = 480
kw these luminaires = 310.1

N
CLIR 630 EV N
Light Loss Factor = 0.900
Watts per luminaire = 646
Number luminaires used = 112
kw these luminaires = 72.4

Soccer #1 (345'x210')
84 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 31
Maximum 42
Minimum 23
AvgMin 1.35
MaxMin 1.83
Coef Var 0.15
UnifGrad 1.60

Soccer #2 (345'x210')
84 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 32
Maximum 42
Minimum 24
AvgMin 1.32
MaxMin 1.75
Coef Var 0.15
UnifGrad 1.58

Soccer #3 (345'x210')
84 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 32
Maximum 43
Minimum 24
AvgMin 1.32
MaxMin 1.79
Coef Var 0.15
UnifGrad 1.56

Soccer #4 (345'x210')
84 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 32
Maximum 43
Minimum 24
AvgMin 1.32
MaxMin 1.79
Coef Var 0.15
UnifGrad 1.52

Soccer #5 (345'x210')
84 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 31
Maximum 42
Minimum 23
AvgMin 1.35
MaxMin 1.83
Coef Var 0.15
UnifGrad 1.67

Soccer #6 (345'x210')
84 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 31
Maximum 42
Minimum 23
AvgMin 1.35
MaxMin 1.83
Coef Var 0.15
UnifGrad 1.60

Soccer #7 (345'x210')
84 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 32
Maximum 42
Minimum 24
AvgMin 1.32
MaxMin 1.75
Coef Var 0.15
UnifGrad 1.58

Soccer #8 (345'x210')
84 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 32
Maximum 43
Minimum 24
AvgMin 1.32
MaxMin 1.79
Coef Var 0.15
UnifGrad 1.58

Soccer #9 (345'x210')
84 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 32
Maximum 43
Minimum 24
AvgMin 1.32
MaxMin 1.79
Coef Var 0.15
UnifGrad 1.52

Soccer #10 (345'x210')
84 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 31
Maximum 42
Minimum 23
AvgMin 1.35
MaxMin 1.83
Coef Var 0.15
UnifGrad 1.67

Future Field #2 (360'x225')
96 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 30
Maximum 40
Minimum 22
AvgMin 1.36
MaxMin 1.82
Coef Var 0.17
UnifGrad 1.44

Future Field #1 (360'x225')
96 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 30
Maximum 40
Minimum 23
AvgMin 1.31
MaxMin 1.74
Coef Var 0.17
UnifGrad 1.44

Bottom Field Soccer #2 (360'x225')
96 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 30
Maximum 40
Minimum 22
AvgMin 1.37
MaxMin 1.82
Coef Var 0.17
UnifGrad 1.44

Bottom Field Soccer #1 (360'x225')
96 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 30
Maximum 39
Minimum 22
AvgMin 1.35
MaxMin 1.77
Coef Var 0.17
UnifGrad 1.46

Spill 100'
232 points
HORIZONTAL FOOTCANDLES
Average 1
Maximum 1
Minimum 0
AvgMin N/A
MaxMin N/A
Coef Var 0.76

Spill 125'
239 points
HORIZONTAL FOOTCANDLES
Average 0
Maximum 1
Minimum 0
AvgMin N/A
MaxMin N/A
Coef Var 1.55

Spill 150'
245 points
HORIZONTAL FOOTCANDLES
Average 0
Maximum 1
Minimum 0
AvgMin N/A
MaxMin N/A
Coef Var 5.44
Page 27 of 35



SPRINGFIELD
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SPRINGFIELD, MO
SOCCER

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DRAWN BY:JCIE
Date:1/28/2021
SCALE:NTS
Page:2 of 2
Dwg #:21-2307



ELITE SERIES
CLIR 630w

TECHNICAL DATA
FIXTURE



ELITE SERIES
CLIR 630w

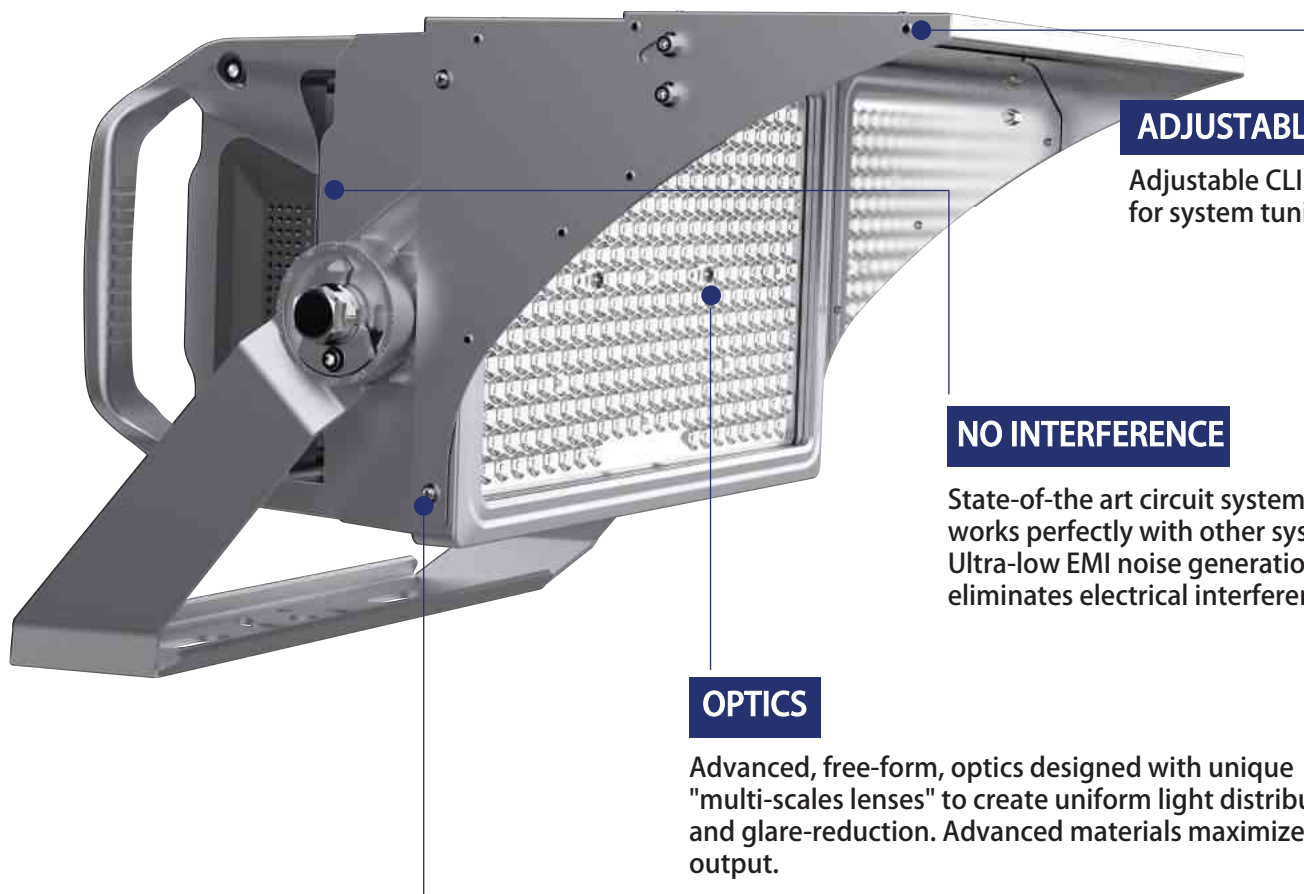
TECHNICAL DATA
SYSTEM SPECIFICATIONS

- SYSTEM WATTS: 630w
- LUMEN OUTPUT: 85,000
- kW Load: 646 watts
- EPA: 1.5
- WEIGHT: 41lbs
- CLIR Module: OM, CM, ECM
- BEAM ANGLE: N, M, W, EW
- POWER FACTOR: 0.95
- CCT: 5700K
- CRI: >70Ra
- INPUT VOLTAGE: 208-480v
- INPUT PROTECTION: 10KV Current Surge
- DRIVER: Integral, Remote
- IP RATING: IP66, IP68
- OPERATING TEMP RANGE: -40°C to +55°C
- HOUSING MATERIAL: Aluminum Powder Coated



ELITE SERIES
CLIR 630w

TECHNICAL DATA
TECHNOLOGY CHANGES PERFORMANCE



ADJUSTABLE

Adjustable CLIR™ Module for system tuning.

NO INTERFERENCE

State-of-the art circuit system which works perfectly with other systems. Ultra-low EMI noise generation eliminates electrical interference.

OPTICS

Advanced, free-form, optics designed with unique "multi-scales lenses" to create uniform light distribution and glare-reduction. Advanced materials maximize light output.

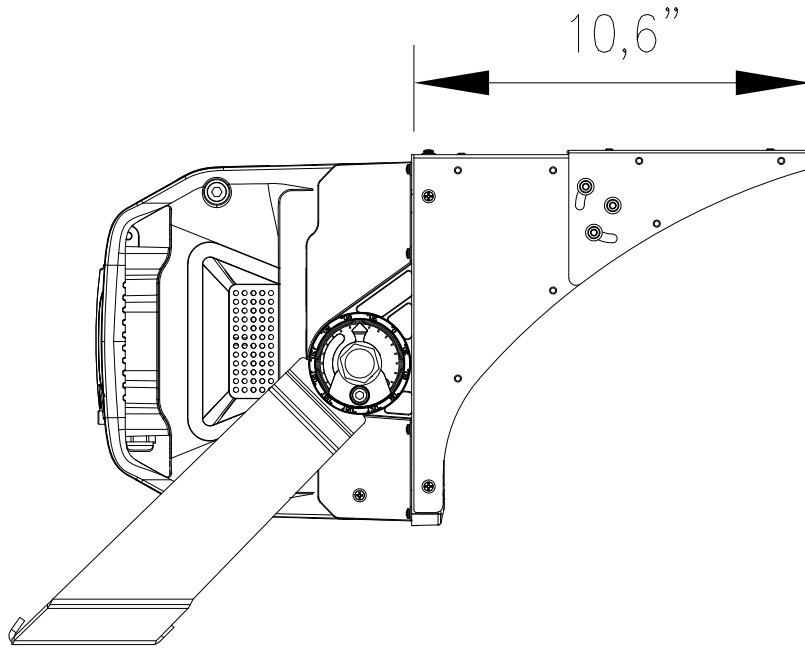
SOLID STATE DESIGN

Unique "SSD" design, simple, and advanced. Ensures durability of LED chip.
All parts are individual, rugged and strong.

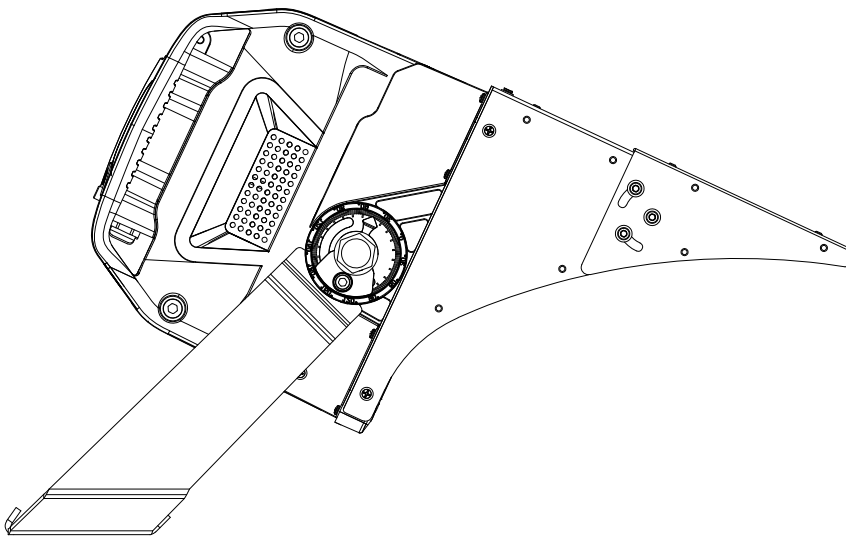
ELITE SERIES

CLIR 630w - Standard Visor

TECHNICAL DATA



Fixture Aimed 25° Below Horizontal

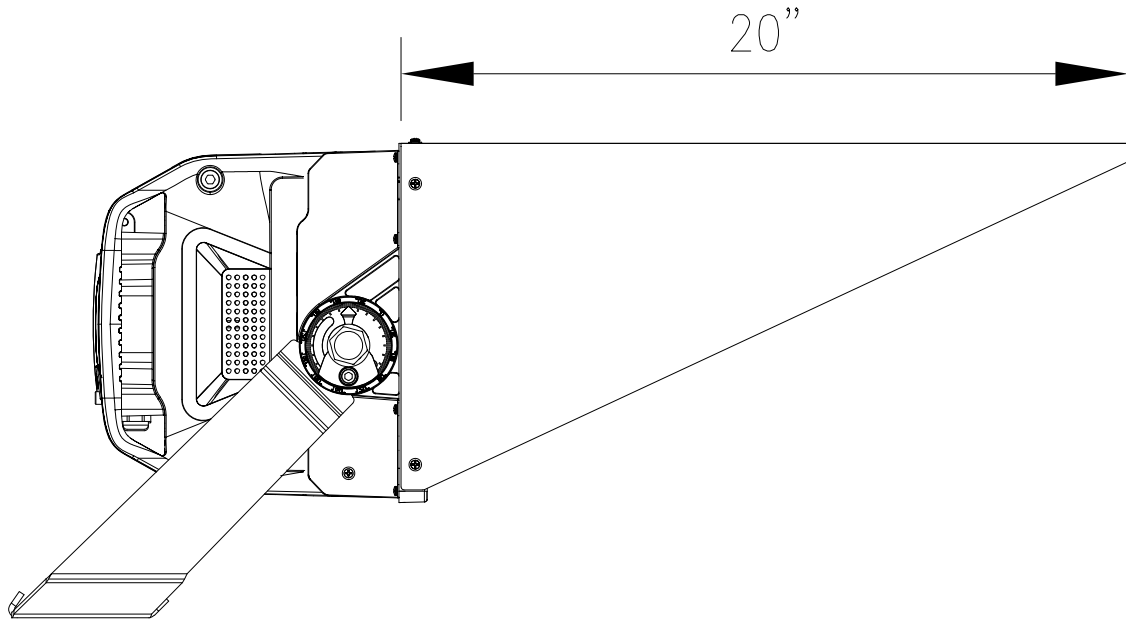


ELITE SERIES

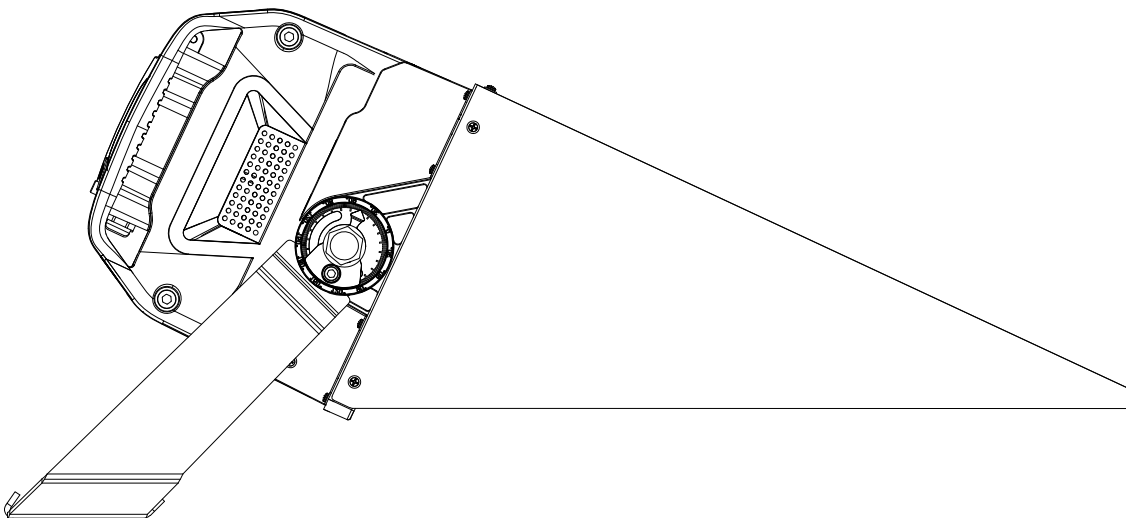
CLIR 630w - Extended Visor

***SPECIAL ORDER OPTION**

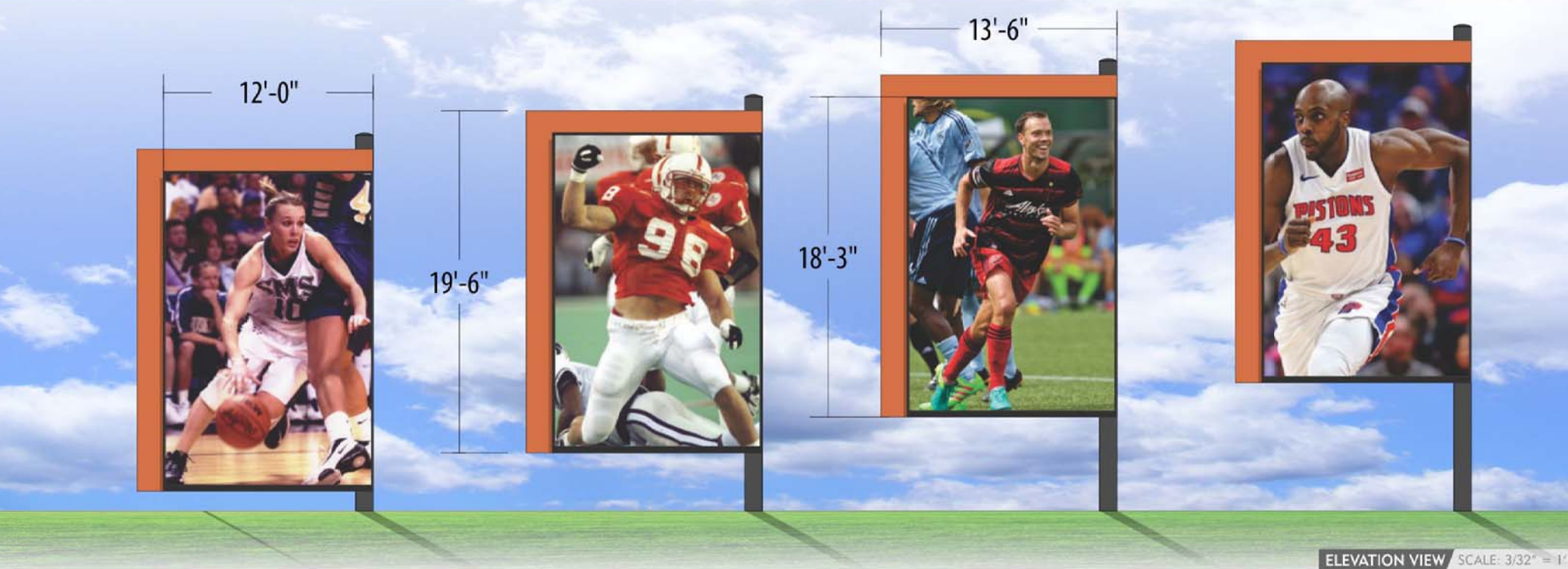
TECHNICAL DATA



Fixture Aimed 25° Below Horizontal







DRAWINGS NOT FOR CONSTRUCTION

One-rdg. _____
P. Hrngs. x
Pgs. 20
Filed: 03-30-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-076

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the mapping of the East West Arterial, generally located between US
2 Highway 65 and Riverbluff Boulevard to Kissick Avenue, pursuant to
3 Section 11.11 of the City Charter of the City of Springfield, Missouri, in
4 order to preserve right-of-way for future public street improvements for
5 an additional five years. (Staff and Planning and Zoning Commission
6 recommend approval.)
7 _____
8

9 WHEREAS, the East West Arterial was identified as a future primary arterial in
10 the Springfield-Greene County Comprehensive Plan, Transportation Plan Element
11 which was adopted June 11, 2001, and amended April 4, 2016; and
12

13 WHEREAS, the Planning and Zoning Commission ("Commission") of the City of
14 Springfield, Missouri, had surveyed and established the exact locations for right-of-way
15 lines of an area within the City of Springfield to be known as the East West Arterial in
16 2016; and
17

18 WHEREAS, the Commission had caused the location and lines of such area to
19 be located upon a plat, attached hereto and incorporated herein by reference as "Exhibit
20 C," attached hereto and incorporated by reference, and certified said plat and location of
21 right-of-way lines to City Council; and
22

23 WHEREAS, on July 11, 2016, City Council accepted and adopted the plat of the
24 East West Arterial by Special Ordinance 26761 with the requirement for further review
25 and recertification of the plats of the East West Arterial in the event construction was not
26 implemented within five years of the passage of Special Ordinance 26761; and
27

28 WHEREAS, the Commission held a public hearing on March 11, 2021, and voted
29 to recertify to City Council the aforementioned plat and the location of right-of-way lines;
30 and
31

32 WHEREAS, proper notice has been given that this Ordinance, adopting the plat
33 showing the location of and mapping the future street generally located between US

Highway 65 and Riverbluff Boulevard to Kissick Avenue, would be considered on April 5, 2021, and April 19, 2021, before final passage, as required by Section 11.11 of the Charter of the City of Springfield, Missouri; and

WHEREAS, City Council has considered the plat and street locations as submitted to it and has heard discussion on said plat.

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

Section 1 – The plat of the East West Arterial between US Highway 65 and Riverbluff Boulevard to Kissick Avenue, as submitted by the Commission, is hereby accepted and adopted by City Council, as more specifically shown on the legal descriptions of such right-of-way lines, and contained within the plat which are attached hereto, respectively, as "Exhibit B" and "Exhibit C" and are also on file in the office of the City Clerk. The East West Arterial, as shown on said plat, is hereby mapped, as provided by Section 11.11 of the Charter of the City of Springfield, Missouri.

Section 2 – The City Clerk of the City of Springfield, Missouri, shall cause the certified copy of the plat, submitted to the Council by the Commission, to be filed in their office; and the same shall constitute the official copy of the plat of the planned East West Arterial.

Section 3 – In the event the planned construction of the East West Arterial is not implemented within five years from the date of the passage of this Ordinance, the Commission shall conduct further review of the continuing need for the mapping of said street and, if a continuing need for the East West Arterial is found, shall recertify the plats of the East West Arterial and resubmit the issue to City Council.

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: Kyle Talbot, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-076

FILED: 03-30-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt an ordinance to approve the mapping of the East West Arterial for an additional five (5) years between US Highway 65/ Riverbluff Boulevard to Kissick Avenue pursuant to Section 11.11 of the City Charter of the City of Springfield, Missouri. (Planning and Zoning Commission and Staff recommend approval.)

BACKGROUND INFORMATION: EAST WEST ARTERIAL MAPPING

The City Charter (Section 11.11) gives the Planning and Zoning Commission ("Commission") the ability to make surveys for the exact location of new streets that have been previously included in the Major Thoroughfare Plan. When Commission certifies to the City Council that they have made such a survey; the City may by ordinance map the subject street on the official street map.

The general location of the East-West Arterial was identified as a future primary arterial in the *City of Springfield-Greene County Comprehensive Plan Transportation Plan Element* which was adopted on June 11, 2001 and amended on April 4, 2016.

A detailed survey has been completed showing the exact alignment of the East West Arterial corridor ("Exhibit C"). The timing of the street construction will depend on the development in the area.

The mapping of the East West Arterial shall be in effect for five (5) years and only apply to properties within the City of Springfield.

City Council may provide by general ordinance that no permit shall be issued for any buildings or structures or any part thereof on any land located between the mapped lines of a street as shown on the official map.

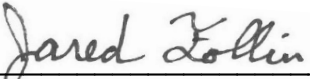
RECOMMENDATIONS:

The Planning and Zoning Commission held a public hearing on March 11, 2021, and recommended approval, by a vote of 6 to 0, to approve the East West Arterial Mapping as described in Exhibit B with a five (5) year term limit.

REMARKS:

Staff recommends approval of the five (5) year extension of the East West Arterial mapping.

Submitted by:

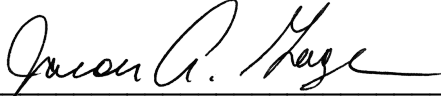


Jared Follin, Associate Planner

Approved by:



Mary Lilly Smith, Director



Jason Gage, City Manager

EXHIBITS:

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

ATTACHMENTS:

Attachment 1, Legal Description
Attachment 2, Survey plat
Attachment 3, Aerial of Proposed Mapped Street

Exhibit A

RECORD OF PROCEEDINGS EAST WEST ARTERIAL MAPPING Planning and Zoning Commission – March 11, 2021

East West Arterial Mapping

Future East West Arterial extending from US Highway 65 and Riverbluff Boulevard to Kissick Avenue

Applicant: City of Springfield

Mr. Hosmer stated that this is a request to approve the East West Arterial Mapping from U.S. Highway 65 and Riverbluff Boulevard to Kissick Avenue (Farm Road 169). The City Charter (section 11.11) gives the Planning and Zoning Commission the ability to make surveys for the exact location of new streets that have been previously included in the Major Thoroughfare Plan. The general location of the East-West Arterial was identified as a future primary arterial in the City of Springfield-Greene County Comprehensive Plan Transportation Plan Element which was adopted on June 11, 2001. The City Planning and Zoning Commission approved the preparation of preliminary designs for the alignment of the East West Arterial at their meeting on June 4, 2015. Planning and Zoning Commission approved the East West Arterial Mapping on June 9, 2016. On July 11, 2016, City Council adopted East West Arterial for a period of 5 years. This will expire on July 11, 2021. If approved, the East West Arterial will be active for an additional 5 years which will expire April 19, 2026. The timing of the street will be limited to 5 years. The adoption of a mapped street shall not, in and of itself, constitute or be deemed to constitute the opening or establishment of any street or the taking or acceptance of any land for street purposes. The City Council may provide by general ordinance that no permit shall be issued for any buildings or structures or any part thereof on any land located between the mapped lines of a street as shown on the official map. The mapped alignment is only for property within the City Limits of Springfield. Staff recommends approval.

Mr. Bill Knuckles asked about the letters sent out to the property owners and if the alignment has moved.

Mr. Hosmer noted that the East West Arterial alignment was tweaked in 2015 when a survey was completed and that the first 2001 map was general and not detailed and was closer to Granite Springs subdivision. He also noted that the East West Arterial will be developer driven.

Ms. Smith noted that the City had done litigation with the developer of Granite Springs regarding the East West Arterial and the settlement was that more survey work would be done and with appropriate alignment.

Mr. Doennig opened the public hearing.

No speakers.

Mr. Doennig closed the public hearing.

Mr. King Coltrin questioned about the property owners and about further plans, do the current property owners just hang in there.

Mr. Hosmer noted again that the City did a survey and looked for the best location and if they were to sell their properties that they would probably need to discuss proposed streets.

COMMISSION ACTION:

Mr. Colony motioned to **approve** item East West Arterial Mapping (Future East West Arterial extending from US Highway 65 and Riverbluff Boulevard to Kissick Avenue). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, and Bruce. Nays: None. Abstain: None. Absent: Ogilvy and Broekhoven.

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

Bob Hosmer, AICP
Planning Manager

Exhibit B

LEGAL DESCRIPTION EAST WEST ARTERIAL MAPPING

The description of the surveyed centerline of East West Arterial (also known as Riverbluff Boulevard), from Station 131+07.28 (a point west of Kissick Avenue) to Station 189+41.59 (the intersection of Southwood Avenue) as shown on the:

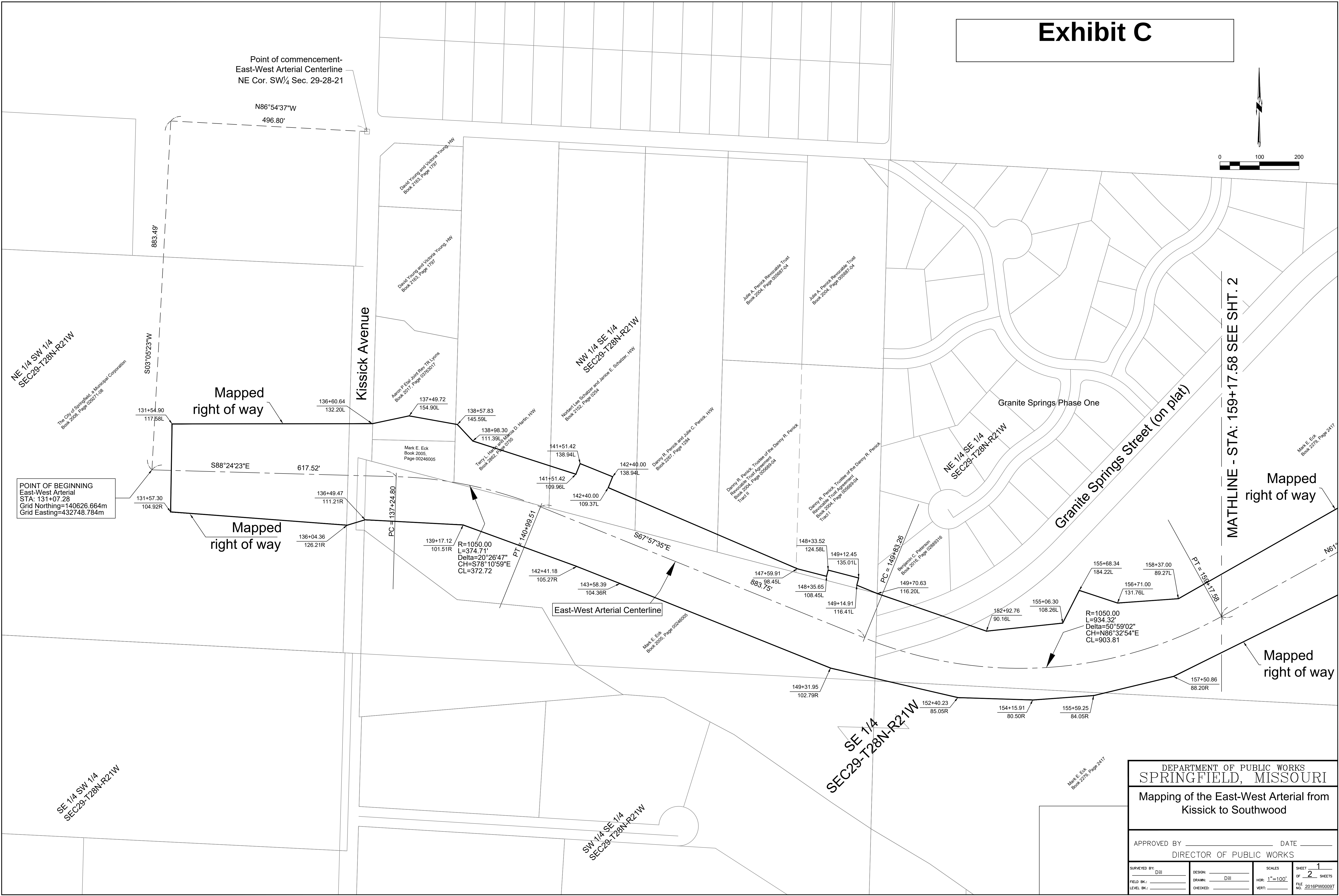
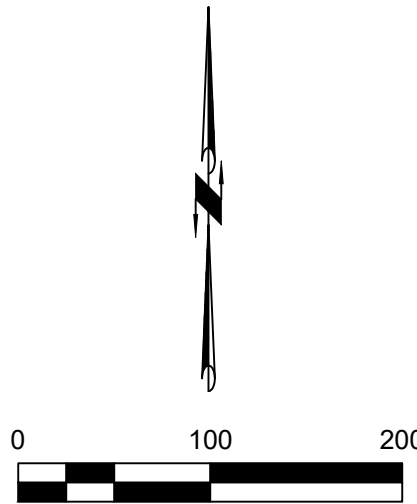
Mapping Plan
for
East West Arterial
City of Springfield, Greene County, Missouri

on file with the City of Springfield Public Works Department, file #2016PW0009T and described as follows:

COMMENCING at a found iron pin at the Northeast corner of the Southwest Quarter of Section 29, Township 28 North, Range 21 West, Greene County, Missouri; thence North 86 Degrees 54 Minutes 37 Seconds West along the North line of said Quarter, a distance of 496.80 feet to a point in the same; thence departing said North line South 03 Degrees 05 Minutes 23 Seconds West, a distance of 883.49 feet to centerline station 131+07.28 for a POINT OF BEGINNING of centerline; thence South 88 Degrees 24 Minutes 23 Seconds East, a distance of 617.52 feet to centerline P.C. station 137+24.80; thence Southeastwardly along a curve to the right having a Radius of 1,050.00 feet, an Included Angle of 20 Degrees 26 Minutes 47 Seconds, a distance of 374.71 feet to centerline P.T. station 140+99.51; thence South 67 Degrees 57 Minutes 35 Seconds East, a distance of 883.75 feet to centerline P.C. station 149+83.26; thence Southeastwardly on a curve to the left having a Radius of 1,050.00 feet, an Included Angle of 50 Degrees 59 Minutes 02 Seconds, a distance of 934.32 feet to centerline P.T. station 159+17.58; thence North 61 Degrees 03 Minutes 23 Seconds East, a distance of 1,570.79 feet to centerline P.C. station 174+88.37; thence Northeastwardly on a curve to the right having a Radius of 1,900.00 feet, an Included Angle of 26 Degrees 47 Minutes 08 Seconds, a distance of 888.24 feet to centerline P.T. station 183+76.61; thence North 87 Degrees 50 Minutes 30 Seconds East, a distance of 564.98 feet to the intersection of the centerline of Southwood Avenue at station 189+41.59 and the POINT OF TERMINATION.

Right of way widths, slope easements, and other appurtenances are as shown on plan #2016PW0009T which is made a part of this description by reference

Exhibit C



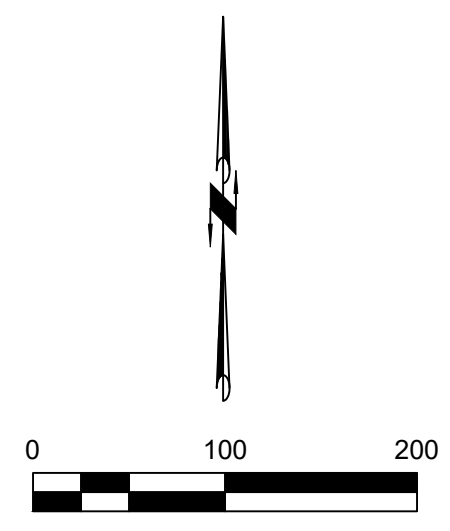
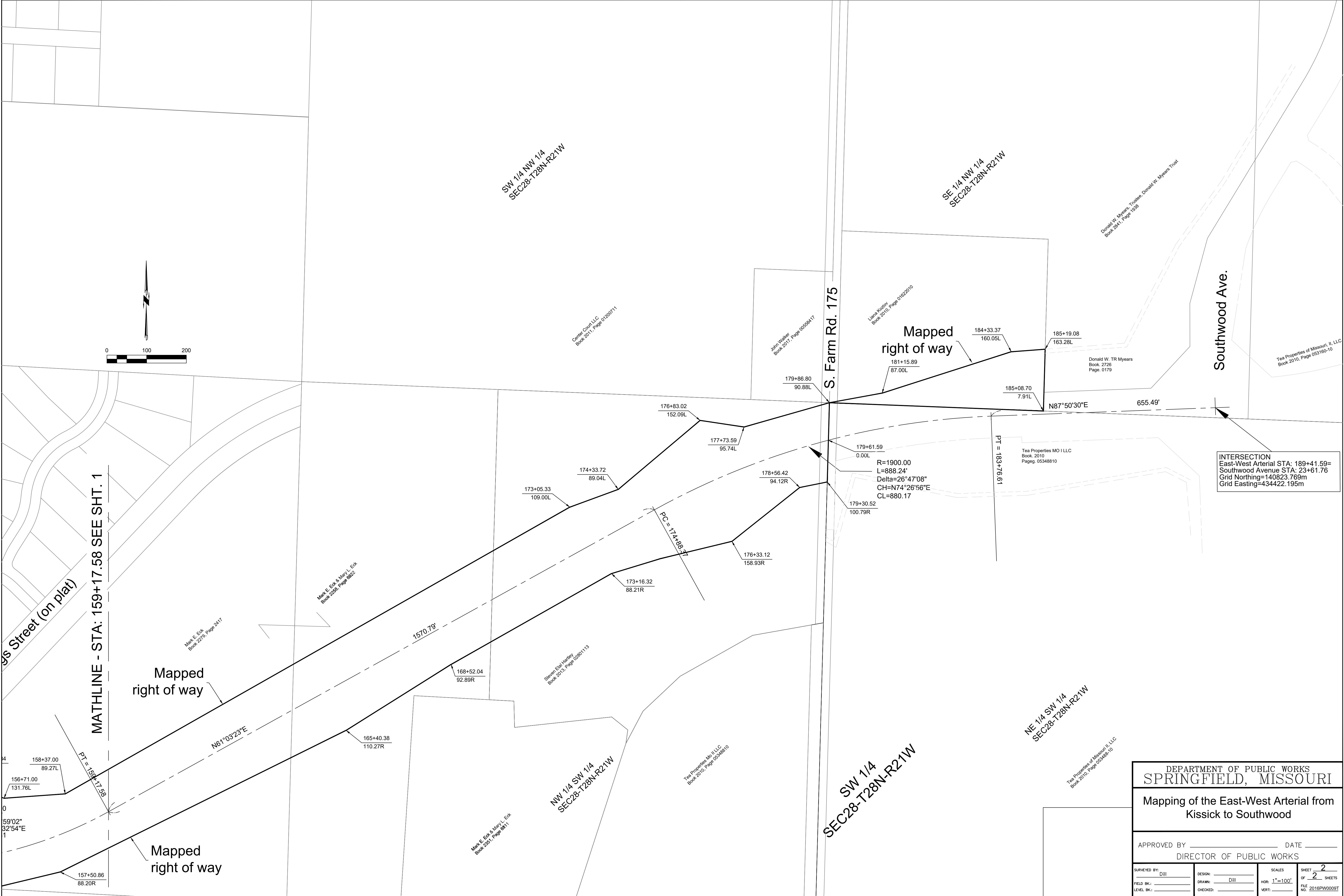
POINT OF BEGINNING
East-West Arterial
STA: 131+07.28
Grid Northing=140626.664m
Grid Easting=432748.784m

East-West Arterial Centerline

DEPARTMENT OF PUBLIC WORKS
SPRINGFIELD, MISSOURI
Mapping of the East-West Arterial from
Kissick to Southwood

APPROVED BY _____ DATE _____
DIRECTOR OF PUBLIC WORKS

SURVEYED BY: DIII	DESIGN: DIII	SCALES: HOR: 1"=100'	SHEET 1 OF 2 SHEETS
FIELD BK: _____	DRAWN: _____	FILE NO: 2016PW0009T	
LEVEL BK: _____	CHECKED: _____		



INTERSECTION
East-West Arterial STA: 189+41.59=
Southwood Avenue STA: 23+61.76
Grid Northing=140823.769m
Grid Easting=434422.195m

DEPARTMENT OF PUBLIC WORKS SPRINGFIELD, MISSOURI			
Mapping of the East-West Arterial from Kissick to Southwood			
APPROVED BY _____		DATE _____	
DIRECTOR OF PUBLIC WORKS			
SURVEYED BY: DIII	DESIGN: DIII	SCALES: HOR: 1"=100'	SHEET 2 OF 2 SHEETS
FIELD BK: _____	DRAWN: _____	VERT: _____	FILE NO: 2016PW0009T
LEVEL BK: _____	CHECKED: _____		

Exhibit D

Development Review Staff Report

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

March 11, 2021

April 5, 2021

CASE: East West Arterial Mapping

ACRES: N/A

LOCATION: US Highway 65 and Riverbluff Boulevard to Kissick Avenue (Farm Road 169)

EXISTING LAND USE: Agricultural Uses, single family residential and undeveloped vacant land

APPLICANT: City of Springfield

STAFF: Jared Follin, Associate Planner
 417-864-1615

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:

The City of Springfield proposes to map the alignment of the East West Arterial located within the City Limits for an additional 5-year period. The new expiration date will be April 19th 2026.

FINDINGS FOR STAFF RECOMMENDATION:

1. The City Charter (section 11.11) gives the Planning and Zoning Commission the ability to make survey for the exact location of new streets that have been previously included in the Major Throughfare Plan.
2. The general location of the East West Arterial was identified as a future primary arterial in the City of Springfield-Greene County *Comprehensive Plan Transportation Plan Element* which was adopted on June 11, 2001.
3. The City Planning and Zoning Commission approved the preparation of preliminary designs for the alignment of the East West Arterial on June 4, 2015.
4. On June 9, 2016 the Planning and Zoning Commission recommended approval and on July 11, 2016, City Council adopted Ordinance Number 26761 approving the mapping of the East West Arterial for a period of 5 years. This will expire on July 11, 2021. Approving an additional 5 years will extend the deadline to April 19th, 2026.
5. The mapping of the East West Arterial shall only apply to properties within the City of Springfield.
6. A detailed survey has been completed showing the exact alignment of the East West Arterial corridor (Attachment 2). The timing of the street construction will depend on the development in the area.
7. The adoption of a mapped street shall not, in and of itself, constitute or be deemed to constitute the opening or establishment of any street or the taking or acceptance of any land for street purposes.
8. The City Council may provide by general ordinance that no permit shall be issued for any buildings or structures or any part thereof on any land located between the mapped lines of a street as shown on the official map.
9. The public can view the exact alignment plans in the City of Springfield Public Works Department, file #2016PW0009T.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 258	PD 258	GI	R-SF
LAND USE	Agriculture/undeveloped	Agriculture/undeveloped	Medical Office	Single-Family

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:





PROPERTY HISTORY:

The general location of the East West Arterial was identified as a future primary arterial in the City of Springfield-Greene County *Comprehensive Plan Transportation Plan Element* which was adopted on June 11, 2001 and amended on April 4, 2016. On May 2, 2016, the City Council remanded the East West Arterial back to the Commission and recommended that the Commission place a five year time limit on the mapping of the East West Arterial and to clarify that the mapping is only for properties located within the City limits of the City of Springfield, Missouri. On July 11, 2016 the City Council approved the mapping of the East West Arterial within the City for a period of 5 years.

PLANINNG AND ZONING COMMISSION AUTHORITY:

Section 11.11. – Lines of mapped streets

After the city council shall have adopted a major thoroughfare plan of the territory of the City or of any section thereof, the planning and zoning commission shall have the power to make or cause to be made, from time to time, surveys for the exact location of the lines of new, extended, or widened streets in any portion of such planned territory, and to make and certify to the council plats of the areas thus surveyed, on which are indicated the location of the lines recommended by the commission as the planned or mapped lines of future streets, street extensions, or street widenings, together with the commission's estimate of the time period within which the land shown on the plat or street locations should be acquired for street purposes. The council may by ordinance adopt any such plat, in accordance with the procedure prescribed in Section 2.12 of this Charter; provided, that notice of the time and place when and where it will be considered for final passage shall be sent by mail to the record owners of land on or abutting which the future street lines designated on the plat are located. Any modification of such plat shall before passage be submitted to the planning and zoning commission and either approved by it or, if disapproved, be approved by a favorable vote of the council. The adoption of a plat shall not, in and of itself, constitute or be deemed to constitute the opening or establishment of any street or the taking or acceptance of any land for street purposes.

STAFF COMMENTS:

1. The Planning and Zoning Commission shall have the power to make or cause to be made surveys for the exact location of the lines of new streets and to make and certify to the Council the location of the street lines as the planned or mapped lines of future streets.
2. On June 9, 2016 the Planning and Zoning Commission recommended approval and on July 11, 2016, City Council adopted Ordinance Number 26761 approving the mapping of the East West Arterial for a period of 5 years.
3. In the event the planned construction of the East West Arterial is not implemented within five years from the date of the passage of this ordinance, the Commission shall conduct further review of the continuing need for the mapping of said street and, if a continuing need for the East West Arterial is found, shall recertify the plats of the East West Arterial and resubmit the issue to City Council.
4. Any modification of such mapping shall before passage be submitted to the Planning and Zoning Commission and either approved by it or, if disapproved, be approved by a favorable vote of the City Council (City Code 11.11).
5. The Council may by ordinance establish an official map of the City, on which shall be shown and indicated:
 - a. All public streets existing and established by law at the time of the establishment of the official map.
 - b. All planned streets or street lines as located on plats adopted by Council in accordance with the provisions of Section 11.11 of this Charter at the time of the establishment of the map.
 - c. All streets or street lines as located on final or recorded plats of subdivisions approved by the Planning and Zoning Commission at the time of the establishment of the map. The placing of any street or street lines upon the official map shall not, in and of itself, constitute or be deemed to constitute the opening or establishment of any street or the taking or acceptance of any land for street purposes. The Council may in the same manner place upon the official map the location of existing or planned parks or other public open spaces (City Code 11.11).
6. City Council will consider an ordinance on April 5, 2021 to extend the official mapping of the East West Arterial on the City's official map for an additional 5 years and put it to a vote on April 19th, 2021. If adopted, the amended East West Arterial will remain in effect until April 19th, 2026
7. The public can view the plans as set forth by the City by going to the Public Works Department file number 9PS6179.

PUBLIC NOTIFICATIONS:

The public notice was advertised in the Springfield News Leader at least 15 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all record owners of land on or abutting the future street lines designated on the East West Arterial. Fifteen (10) record owners of land on or abutting the future street lines designated on the East West Arterial were notified by mail of this request.

LEGAL:

See Attachment 1

**ATTACHMENT 1
EAST WEST ARTERIAL MAPPING
LEGAL**

The description of the surveyed centerline of East West Arterial (also known as Riverbluff Boulevard), from Station 131+07.28 (a point west of Kissick Avenue) to Station 189+41.59 (the intersection of Southwood Avenue) as shown on the:

Mapping Plan
for
East West Arterial
City of Springfield, Greene County, Missouri

on file with the City of Springfield Public Works Department, file #2016PW0009T and described as follows:

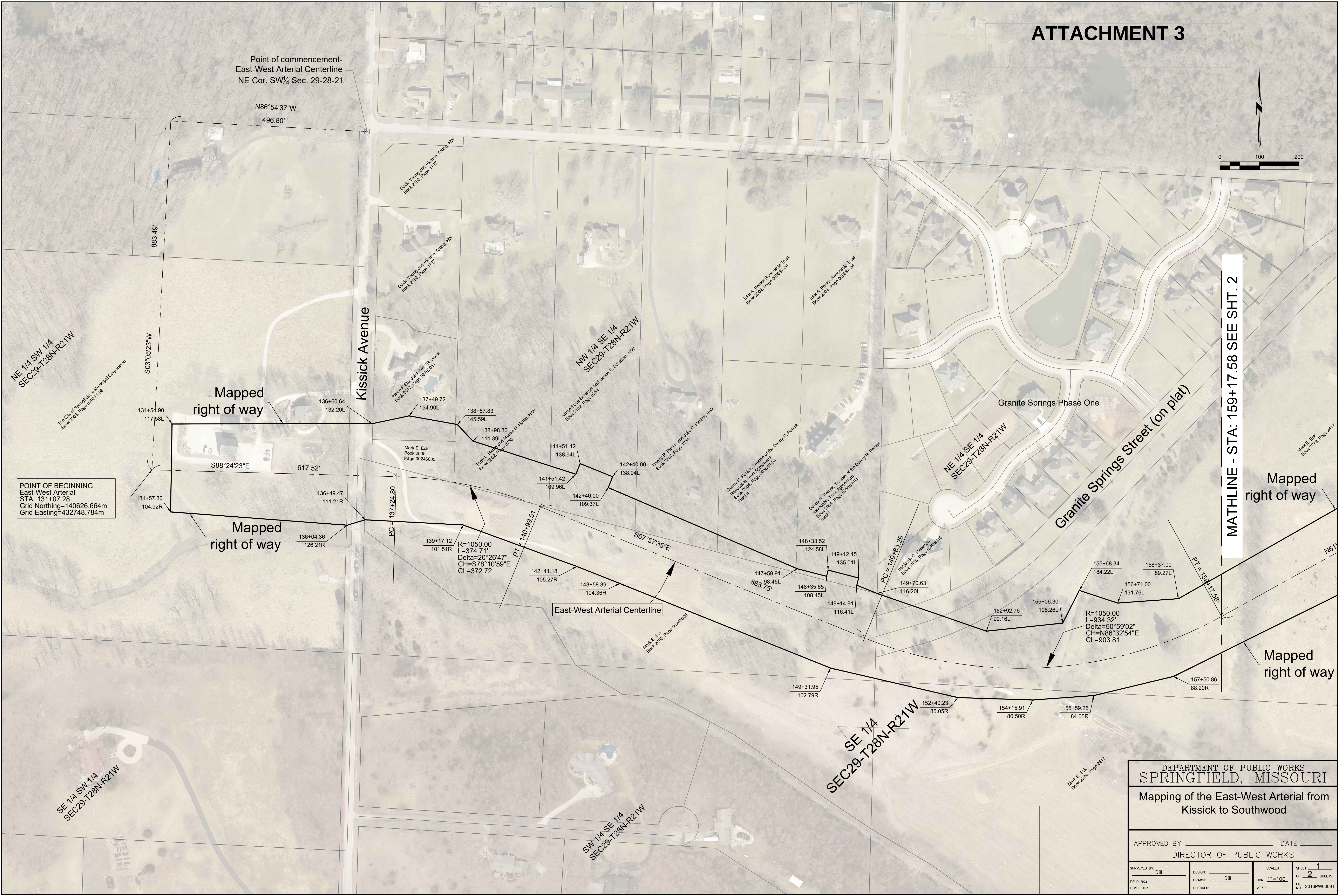
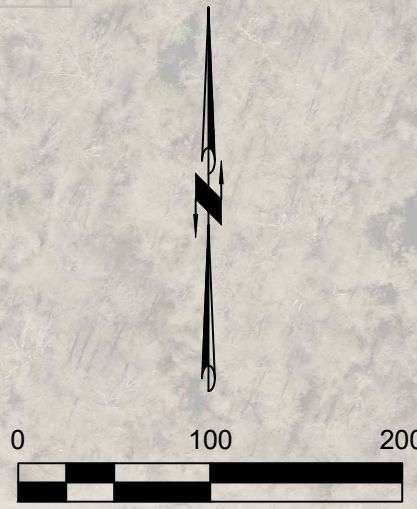
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Right of way widths, slope easements, and other appurtenances are as shown on plan #2016PW0009T which is made a part of this description by reference.

[illegible]

Freezing Point Depression

ATTACHMENT 3

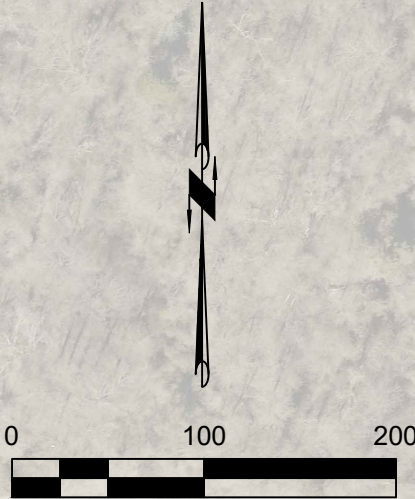


MATHLINE - STA: 159+17.58 SEE SHT. 2

DEPARTMENT OF PUBLIC WORKS SPRINGFIELD, MISSOURI			
Mapping of the East-West Arterial from Kissick to Southwood			
APPROVED BY _____		DATE _____	
DIRECTOR OF PUBLIC WORKS			
SURVEYED BY: DIII	DESIGN: DIII	SCALES: HOR: 1"=100'	SHEET 1 OF 2 SHEETS
FIELD BK: _____	DRAWN: _____	VERT: _____	FILE NO. 2018PW0009T
LEVEL BK: _____	CHECKED: _____		



MATHLINE - STA: 159+17.58 SEE SHT. 1



DEPARTMENT OF PUBLIC WORKS
SPRINGFIELD, MISSOURI

Mapping of the East-West Arterial from
Kissick to Southwood

APPROVED BY _____ DATE _____
DIRECTOR OF PUBLIC WORKS

SURVEYED BY: DIII	DESIGN: DIII	SCALES HOR: 1"=100'	SHEET 2
FIELD BK.: _____	DRAWN: DIII	VERT: _____	OF 2 SHEETS
LEVEL BK.: _____	CHECKED: _____	FILE NO: 2016PW0009T	

HAMBURG, LYONS & CLOUSE, LLC

3337 East Ridgeview Street
Springfield, Missouri 65804-4078

Phone (417) 890-6600
Fax (417) 890-6616

Brian E. Hamburg, Attorney
Aaron P. Lyons, Attorney
Holly A. Clouse, Attorney
Amanda Fick, Attorney
Nicole D. Lindsey, Attorney

Alicia A. Comstock, Legal Assistant
Geri L. Hunt, Legal Assistant
Carly E. Fogerson, Legal Assistant

March 8, 2021

City of Springfield
Planning and Zoning Commission
840 Boonville
Springfield, MO 65802

Re: US Highway 65/Riverbluff Blvd. to Kissick Ave.

Dear Planning and Zoning Commission:

My name is Aaron Lyons, and I reside at 6296 S. Farm Road 169 (also known as Kissick Avenue). I also practice real estate law here in Springfield. We received in the mail the Development Review Staff Report for the East West Arterial mapping. For your convenience, I attach hereto as Exhibit 1 a copy of the first page of the Development Review Staff Report. As you can see, the Staff Report indicates a change in the alignment of the thoroughfare. Based on the information that has been provided to me by staff, the original road location for has been designated as "Major Thoroughfare Plan Alignment." The new location has been designated as the "East West Arterial New Alignment."

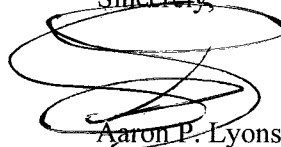
My property, which is located directly to the newly proposed location of the road where it would intersect Kissick Avenue (Farm Road 169). As you can see from the Staff Report, the previously designated location would have been located several thousand feet from my property. The new location for the roadway would significantly impact my property, as it would create both an intersection at the corner of my property as well as a new roadway that could be up to four lanes according to staff.

I have reached out to staff to obtain an explanation for the change in location of the thoroughfare. Unfortunately, staff has been unable to provide me an adequate explanation for the change in the location of the roadway. I strongly believe that a compelling reason should be offered and scrutinized before the location of the thoroughfare is changed.

For the reasons cited above, I respectfully oppose the relocation of this roadway and any approval related thereto.

Thank you very much.

Sincerely,



Aaron P. Lyons

APL/ac
Attachment

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 03-30-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-077

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to utilize U.S. Department of
2 Housing and Urban Development funds budgeted for the City of
3 Springfield's Comprehensive Housing Assistance Program to
4 supplement Coronavirus Aid, Relief, and Economic Security Act
5 funds allocated for Affordable Housing Assistance by Special
6 Ordinance 27336. (Staff recommends approval.)
7
8

9 WHEREAS, the City of Springfield receives annual grants of funds from the
10 federal Department of Housing and Urban Development ("HUD") Community
11 Development Block Grant ("CDBG") entitlement program to help support affordable
12 housing and other programs to benefit low- and moderate-income persons, of which
13 \$734,574.47 was allocated to the Comprehensive Housing Assistance Program
14 ("CHAP") by City Council in Special Ordinance 27403; and
15

16 WHEREAS, HUD regulations require CDBG activities to be carried out in a timely
17 manner, by ensuring the City's balance of CDBG funds must be no greater than one
18 and one-half (1.5) times its annual grant remaining in its line of credit on May 2, 2021;
19 and
20

21 WHEREAS, CDBG expenditures toward CHAP have been lower than expected;
22 and
23

24 WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic
25 Security Act ("CARES Act") was signed into law, making available Community
26 Development Block Grant Coronavirus ("CDBG-CV") funds; and
27

28 WHEREAS, in Special Ordinance 27336 City Council allocated \$183,000 of
29 CDBG-CV funds for Affordable Housing Assistance, with an additional \$200,000 of
30 HOME Investment Partnership Program ("HOME") funds to be used for the same
31 purpose; and
32

33 WHEREAS, City Council now desires that \$200,000 of CDBG funds previously
34 allocated for CHAP by Special Ordinance 27403 be used to supplement the \$183,000 of

CDBG-CV funds for Affordable Housing Assistance instead of the HOME funds allocated by Special Ordinance 27336, with said HOME funds to be returned for any eligible use under the HOME Program.

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

Section 1 – The City Manager, or his designee, is hereby authorized to utilize up to \$200,000 of CDBG funds allocated for CHAP to supplement CDBG-CV funds allocated for Affordable Housing Assistance by Special Ordinance 27336, and to exercise all powers necessary to carry out the purpose of this Ordinance, including the execution of contracts, provided the form of the contract is approved by the City Attorney. HOME funds previously allocated by Special Ordinance 27336 for Affordable Housing Assistance shall be returned for any eligible use under the HOME Program.

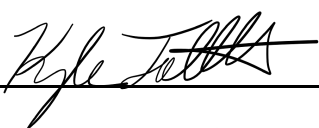
Section 2 – This Ordinance shall be in full force and effect from and after passage.

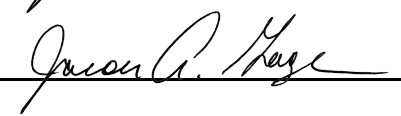
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-077

FILED: 03-30-21

ORIGINATING DEPARTMENT: Planning and Development Department

PURPOSE: Authorizing a change of U.S. Department of Housing and Urban Development ("HUD") Grant funds budgeted for the City of Springfield's Comprehensive Housing Assistance Program ("CHAP") to supplement the CARES Act funds allocated by City Council in Special Ordinance 27336. This will facilitate a previously unanticipated need to meet a HUD expenditure ratio requirement and allow for prompt reimbursement from HUD.

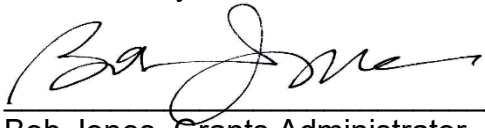
BACKGROUND INFORMATION: The purpose of this bill is to substitute CDBG funds for HOME funds previously allocated for rental assistance.

The City received a \$916,138 CARES Act grant ("CDBG-CV") from HUD for the express purpose to prevent, prepare for, and respond to the coronavirus ("COVID"). The initial proposed allocation for the application of funds was discussed at public meetings and by City Council. In response to public input, the decision was made to increase the funding allocation targeting the need for rent and utility assistance for low-income renters. With Council's approval, an additional \$200,000 of CHAP HOME funds was combined with the CARES Act grant to increase the support for rent assistance. At the time staff projected that funds designated from the CHAP HOME grant and not the CHAP CDBG grant would be the optimal source from which to supplement this need. HOME grant funds were then allocated for that purpose. This decision was based on staff expectations of the required amount of CDBG expenditures needed to meet a HUD-directed expenditure requirement that must be met by May 2, 2021.

Subsequently, the anticipated CHAP CDBG expenditures were delayed due to the impact of the COVID restrictions and slower processes that affected the ability to expend the amount proposed for housing development. At this time staff is forecasting the need for additional CDBG expenditures to ensure we meet the May 2, 2021, spending requirements. The HUD HOME grant program does not have the same expenditure limit or deadline as the HUD CDBG grant. The exchange of \$200,000 of CHAP CDBG grant funds for the previously allocated \$200,000 of CHAP HOME grant funds will assist the City in complying with the CDBG expenditure requirement. This exchange of funding will not delay or reduce the rent assistance funding support being provided to our non-profit partner agencies at this time.

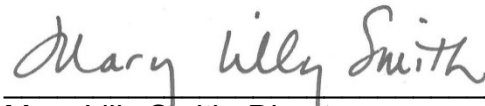
REMARKS: Staff recommends approval.

Submitted by:

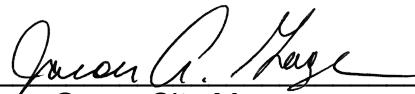
A handwritten signature in cursive script, appearing to read "Bob Jones", written in black ink.

Bob Jones, Grants Administrator

Recommended by: Approved by:

A handwritten signature in cursive script, appearing to read "Mary Lilly Smith", written in black ink.

Mary Lilly Smith, Director

A handwritten signature in cursive script, appearing to read "Jason Gage", written in black ink.

Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 17
Filed 03-30-21

Sponsored by McGull

First Reading _____

Second Reading _____

COUNCIL BILL 2021- 078

SPECIAL ORDINANCE _____

AN ORDINANCE

1 DECLARING the necessity of condemning right(s)-of-way for perpetual sidewalk and
2 temporary construction easements over, under, and through the
3 properties herein described and located along East Division Street
4 between National and Glenstone Avenues in the City of Springfield,
5 Missouri, including 1310, 1320, 1324, and 1607 East Division Street, for
6 the purpose of completing the Division Street Reconstruction Project,
7 City Project #2017PW0036, funded through the 1/4-Cent Capital
8 Improvement Sales Tax; and authorizing certain officers, or their
9 designees, to do all things necessary to carry out the terms of this
10 Ordinance.
11 _____
12

13 WHEREAS, the Department of Public Works is attempting to reconstruct and
14 widen the drive lanes of Division Street with curb and guttering, a center turn lane,
15 streetlights, Americans with Disabilities ("ADA") compliant sidewalks, a multi-use
16 path/trail, and stormwater improvements, identified as the Division Street
17 Reconstruction Project, City Project #2017PW0036 (hereinafter "Project"); and
18

19 WHEREAS, perpetual sidewalk easements and temporary construction
20 easements are needed to complete the Project and City right-of-way staff has
21 successfully negotiated with fifty-four (54) out of fifty-eight (58) properties within the
22 Project area and now must proceed with condemnation in order to ensure timely
23 completion of the Project.
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 declares it necessary to condemn the following
29 four described properties, for the purposes of reconstructing and widening drive lanes
30 with curb and guttering and a center turn lane, streetlights, ADA compliant sidewalks, a
31 multi-use path/trail, and stormwater improvements, for the Division Street
32 Reconstruction Project, identified as City Project #2017PW0036, to-wit:
33

1310 East Division Street, owned by Lonnie R. Pender and Connie L. Pender, the following described easements:

A PERPETUAL SIDEWALK EASEMENT DESCRIBED AS FOLLOWS:

A PART OF THE GRANTOR'S LAND, IN LOT FOURTEEN (14), BLOCK TWENTY-NINE (29), IN BOULEVARD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND OWNED BY THE GRANTOR AS DESCRIBED IN A WARRANTY DEED RECORDED IN BOOK 2257 AT PAGE 1614 OF THE GREENE COUNTY RECORDER'S OFFICE, DESCRIBED FROM THE SURVEYED CONSTRUCTION CENTERLINE OF EAST DIVISION STREET AS FOLLOWS:

THE SURVEYED CONSTRUCTION CENTERLINE FOR A PORTION OF EAST DIVISION STREET WITHIN THE SOUTHWEST QUARTER OF SECTION 7, AND WITHIN THE NORTHWEST QUARTER OF SECTION 18, BOTH IN TOWNSHIP 29 NORTH, RANGE 21 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 61 DEGREES 28 MINUTES 25 SECONDS EAST, A DISTANCE OF 100.87 FEET TO THE POINT OF BEGINNING, HEREINAFTER DESIGNATED AS CENTERLINE STATION 5+42.40; THENCE SOUTH 63 DEGREES 43 MINUTES 02 SECONDS EAST, A DISTANCE OF 15.52 FEET TO CENTERLINE STATION 5+57.92; THENCE SOUTHEASTERLY, ALONG A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24 DEGREES 11 MINUTES 07 SECONDS, WITH A RADIUS OF 432.00 FEET AND A 181.00 FEET LONG CHORD WHICH BEARS SOUTH 75 DEGREES 48 MINUTES 36 SECONDS EAST, AN ARC DISTANCE OF 182.35 FEET TO CENTERLINE STATION 7+40.27; THENCE SOUTH 87 DEGREES 54 MINUTES 09 SECONDS EAST, A DISTANCE OF 289.73 FEET TO CENTERLINE P.I. STATION 10+30; THENCE SOUTH 87 DEGREES 40 MINUTES 49 SECONDS EAST, A DISTANCE OF 843.85 FEET TO CENTERLINE STATION 18+73.85; THENCE EASTERLY, ALONG A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 58 MINUTES 44 SECONDS, WITH A RADIUS OF 2000.00 FEET AND A 34.17 FEET LONG CHORD WHICH BEARS SOUTH 88 DEGREES 10 MINUTES 11 SECONDS EAST, AN ARC DISTANCE OF 34.17 FEET TO CENTERLINE STATION 19+08.02, BEING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, FOR A TERMINUS. SAID TERMINUS LIES SOUTH 88 DEGREES 39 MINUTES 33 SECONDS EAST, A DISTANCE OF 17.08 FEET, FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 7.

PERPETUAL SIDEWALK EASEMENT:

BEGINNING AT A POINT ON GRANTOR'S WEST PROPERTY LINE, BEING 30.73 FEET RIGHT OF DIVISION STREET CONSTRUCTION CENTERLINE STATION 11+27.57, ON THE SOUTH RIGHT-OF-WAY LINE OF DIVISION STREET; THENCE DIRECTLY ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO A POINT 30.53 FEET

RIGHT OF DIVISION STREET CONSTRUCTION CENTERLINE STATION 11+64.46, ON GRANTOR'S EAST PROPERTY LINE; THENCE DIRECTLY ALONG SAID EAST PROPERTY LINE, TO A POINT 34.50 FEET RIGHT OF DIVISION STREET CONSTRUCTION CENTERLINE STATION 11+64.47; THENCE DIRECTLY TO A POINT 34.50 FEET RIGHT OF DIVISION STREET CONSTRUCTION CENTERLINE STATION 11+27.58, ON SAID WEST PROPERTY LINE; THENCE DIRECTLY ALONG SAID WEST PROPERTY LINE, TO THE POINT OF BEGINNING.

CONTAINING 143 SQUARE FEET (0.003 ACRES) OF PERPETUAL SIDEWALK EASEMENT.

ALSO,

A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

A PART OF THE GRANTOR'S LAND, IN LOT FOURTEEN (14), BLOCK TWENTY-NINE (29), IN BOULEVARD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND OWNED BY THE GRANTOR AS DESCRIBED IN A WARRANTY DEED RECORDED IN BOOK 2257 AT PAGE 1614 OF THE GREENE COUNTY RECORDER'S OFFICE, DESCRIBED FROM THE SURVEYED CONSTRUCTION CENTERLINE OF EAST DIVISION STREET AS FOLLOWS:

THE SURVEYED CONSTRUCTION CENTERLINE FOR A PORTION OF EAST DIVISION STREET WITHIN THE SOUTHWEST QUARTER OF SECTION 7, AND WITHIN THE NORTHWEST QUARTER OF SECTION 18, BOTH IN TOWNSHIP 29 NORTH, RANGE 21 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 61 DEGREES 28 MINUTES 25 SECONDS EAST, A DISTANCE OF 100.87 FEET TO THE POINT OF BEGINNING, HEREINAFTER DESIGNATED AS CENTERLINE STATION 5+42.40; THENCE SOUTH 63 DEGREES 43 MINUTES 02 SECONDS EAST, A DISTANCE OF 15.52 FEET TO CENTERLINE STATION 5+57.92; THENCE SOUTHEASTERLY, ALONG A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24 DEGREES 11 MINUTES 07 SECONDS, WITH A RADIUS OF 432.00 FEET AND A 181.00 FEET LONG CHORD WHICH BEARS SOUTH 75 DEGREES 48 MINUTES 36 SECONDS EAST, AN ARC DISTANCE OF 182.35 FEET TO CENTERLINE STATION 7+40.27; THENCE SOUTH 87 DEGREES 54 MINUTES 09 SECONDS EAST, A DISTANCE OF 289.73 FEET TO CENTERLINE P.I. STATION 10+30; THENCE SOUTH 87 DEGREES 40 MINUTES 49 SECONDS EAST, A DISTANCE OF 843.85 FEET TO CENTERLINE STATION 18+73.85; THENCE EASTERLY, ALONG A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 58 MINUTES 44 SECONDS, WITH A RADIUS OF 2000.00 FEET AND A 34.17 FEET LONG CHORD WHICH BEARS SOUTH 88 DEGREES 10 MINUTES 11 SECONDS EAST, AN ARC DISTANCE OF 34.17 FEET TO CENTERLINE STATION 19+08.02, BEING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, FOR A TERMINUS. SAID TERMINUS LIES SOUTH

88 DEGREES 39 MINUTES 33 SECONDS EAST, A DISTANCE OF 17.08 FEET,
FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION
7.

TEMPORARY CONSTRUCTION EASEMENT:

BEGINNING AT A POINT 34.50 FEET RIGHT OF DIVISION STREET
CONSTRUCTION CENTERLINE STATION 11+27.58, ON GRANTOR'S WEST
PROPERTY LINE; THENCE DIRECTLY TO A POINT 34.50 FEET RIGHT OF
STATION 11+64.47, ON GRANTOR'S EAST PROPERTY LINE; THENCE DIRECTLY
ALONG SAID EAST PROPERTY LINE TO A POINT 43.19 FEET RIGHT OF STATION
11+64.49; THENCE DIRECTLY TO A POINT 43.23 FEET RIGHT OF STATION
11+27.60, ON SAID WEST PROPERTY LINE; THENCE DIRECTLY ALONG SAID
WEST PROPERTY LINE TO THE POINT OF BEGINNING.

CONTAINING 321 SQUARE FEET (0.007 ACRES) OF TEMPORARY
CONSTRUCTION EASEMENT.

Note: The above described temporary construction easement shall terminate one year
from the date a notice to proceed is issued by the City of Springfield for construction to
begin, or upon the expiration of six months after completion and acceptance of the
construction project by the City of Springfield, whichever shall occur last.

See "Exhibit 1," which is attached hereto and incorporated herein by this reference, for
diagram.

1320 East Division Street, owned by Lonnie R. Pender and Connie L. Pender, the
following described easements:

A PERPETUAL SIDEWALK EASEMENT DESCRIBED AS FOLLOWS:

A PART OF THE GRANTOR'S LAND, IN LOT ONE (1), BLOCK TWENTY-NINE (29),
AND THE VACATED ALLEY ADJACENT TO THE WEST SIDE OF SAID LOT ONE (1),
IN BOULEVARD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD,
GREENE COUNTY, MISSOURI, AND OWNED BY THE GRANTOR AS DESCRIBED
IN A WARRANTY DEED RECORDED IN BOOK 2033 AT PAGE 2216 OF THE
GREENE COUNTY RECORDER'S OFFICE, DESCRIBED FROM THE SURVEYED
CONSTRUCTION CENTERLINE OF EAST DIVISION STREET AS FOLLOWS:
THE SURVEYED CONSTRUCTION CENTERLINE FOR A PORTION OF EAST
DIVISION STREET WITHIN THE SOUTHWEST QUARTER OF SECTION 7, AND
WITHIN THE NORTHWEST QUARTER OF SECTION 18, BOTH IN TOWNSHIP 29
NORTH, RANGE 21 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY,
MISSOURI, IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE
NORTH 61 DEGREES 28 MINUTES 25 SECONDS EAST, A DISTANCE OF 100.87
FEET TO THE POINT OF BEGINNING, HEREINAFTER DESIGNATED AS

CENTERLINE STATION 5+42.40; THENCE SOUTH 63 DEGREES 43 MINUTES 02 SECONDS EAST, A DISTANCE OF 15.52 FEET TO CENTERLINE STATION 5+57.92; THENCE SOUTHEASTERLY, ALONG A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24 DEGREES 11 MINUTES 07 SECONDS, WITH A RADIUS OF 432.00 FEET AND A 181.00 FEET LONG CHORD WHICH BEARS SOUTH 75 DEGREES 48 MINUTES 36 SECONDS EAST, AN ARC DISTANCE OF 182.35 FEET TO CENTERLINE STATION 7+40.27; THENCE SOUTH 87 DEGREES 54 MINUTES 09 SECONDS EAST, A DISTANCE OF 289.73 FEET TO CENTERLINE P.I. STATION 10+30; THENCE SOUTH 87 DEGREES 40 MINUTES 49 SECONDS EAST, A DISTANCE OF 843.85 FEET TO CENTERLINE STATION 18+73.85; THENCE EASTERLY, ALONG A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 58 MINUTES 44 SECONDS, WITH A RADIUS OF 2000.00 FEET AND A 34.17 FEET LONG CHORD WHICH BEARS SOUTH 88 DEGREES 10 MINUTES 11 SECONDS EAST, AN ARC DISTANCE OF 34.17 FEET TO CENTERLINE STATION 19+08.02, BEING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, FOR A TERMINUS. SAID TERMINUS LIES SOUTH 88 DEGREES 39 MINUTES 33 SECONDS EAST, A DISTANCE OF 17.08 FEET, FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 7.

PERPETUAL SIDEWALK EASEMENT:

BEGINNING AT A POINT ON GRANTOR'S WEST PROPERTY LINE, BEING 30.66 FEET RIGHT OF DIVISION STREET CONSTRUCTION CENTERLINE STATION 12+32.67, ON THE SOUTH RIGHT-OF-WAY LINE OF DIVISION STREET; THENCE DIRECTLY ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO A POINT 30.59 FEET RIGHT OF DIVISION STREET CONSTRUCTION CENTERLINE STATION 12+87.62, ON GRANTOR'S EAST PROPERTY LINE; THENCE DIRECTLY ALONG SAID EAST PROPERTY LINE, TO A POINT 34.50 FEET RIGHT OF DIVISION STREET CONSTRUCTION CENTERLINE STATION 12+87.63; THENCE DIRECTLY TO A POINT 34.50 FEET RIGHT OF DIVISION STREET CONSTRUCTION CENTERLINE STATION 12+32.63, ON GRANTOR'S WEST PROPERTY LINE; THENCE DIRECTLY ALONG SAID WEST PROPERTY LINE, TO THE POINT OF BEGINNING.

CONTAINING 213 SQUARE FEET (0.005 ACRES) OF PERPETUAL SIDEWALK EASEMENT.

ALSO,

A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

A PART OF THE GRANTOR'S LAND, IN LOT ONE (1), BLOCK TWENTY-NINE (29), AND THE VACATED ALLEY ADJACENT TO THE WEST SIDE OF SAID LOT ONE (1), IN BOULEVARD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND OWNED BY THE GRANTOR AS DESCRIBED IN A WARRANTY DEED RECORDED IN BOOK 2033 AT PAGE 2216 OF THE

GREENE COUNTY RECORDER'S OFFICE, DESCRIBED FROM THE SURVEYED CONSTRUCTION CENTERLINE OF EAST DIVISION STREET AS FOLLOWS: THE SURVEYED CONSTRUCTION CENTERLINE FOR A PORTION OF EAST DIVISION STREET WITHIN THE SOUTHWEST QUARTER OF SECTION 7, AND WITHIN THE NORTHWEST QUARTER OF SECTION 18, BOTH IN TOWNSHIP 29 NORTH, RANGE 21 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 61 DEGREES 28 MINUTES 25 SECONDS EAST, A DISTANCE OF 100.87 FEET TO THE POINT OF BEGINNING, HEREINAFTER DESIGNATED AS CENTERLINE STATION 5+42.40; THENCE SOUTH 63 DEGREES 43 MINUTES 02 SECONDS EAST, A DISTANCE OF 15.52 FEET TO CENTERLINE STATION 5+57.92; THENCE SOUTHEASTERLY, ALONG A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24 DEGREES 11 MINUTES 07 SECONDS, WITH A RADIUS OF 432.00 FEET AND A 181.00 FEET LONG CHORD WHICH BEARS SOUTH 75 DEGREES 48 MINUTES 36 SECONDS EAST, AN ARC DISTANCE OF 182.35 FEET TO CENTERLINE STATION 7+40.27; THENCE SOUTH 87 DEGREES 54 MINUTES 09 SECONDS EAST, A DISTANCE OF 289.73 FEET TO CENTERLINE P.I. STATION 10+30; THENCE SOUTH 87 DEGREES 40 MINUTES 49 SECONDS EAST, A DISTANCE OF 843.85 FEET TO CENTERLINE STATION 18+73.85; THENCE EASTERLY, ALONG A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 58 MINUTES 44 SECONDS, WITH A RADIUS OF 2000.00 FEET AND A 34.17 FEET LONG CHORD WHICH BEARS SOUTH 88 DEGREES 10 MINUTES 11 SECONDS EAST, AN ARC DISTANCE OF 34.17 FEET TO CENTERLINE STATION 19+08.02, BEING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, FOR A TERMINUS. SAID TERMINUS LIES SOUTH 88 DEGREES 39 MINUTES 33 SECONDS EAST, A DISTANCE OF 17.08 FEET, FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 7.

TEMPORARY CONSTRUCTION EASEMENT:

BEGINNING AT A POINT 34.50 FEET RIGHT OF DIVISION STREET CONSTRUCTION CENTERLINE STATION 12+32.63, ON GRANTOR'S WEST PROPERTY LINE; THENCE DIRECTLY TO A POINT 34.50 FEET RIGHT OF STATION 12+87.63, ON GRANTOR'S EAST PROPERTY LINE; THENCE DIRECTLY ALONG SAID EAST PROPERTY LINE TO A POINT 45.00 FEET RIGHT OF STATION 12+87.67; THENCE DIRECTLY TO A POINT 45.00 FEET RIGHT OF STATION 12+32.67, ON SAID WEST PROPERTY LINE; THENCE DIRECTLY ALONG SAID WEST PROPERTY LINE TO THE POINT OF BEGINNING.

CONTAINING 578 SQUARE FEET (0.013 ACRES) OF TEMPORARY CONSTRUCTION EASEMENT.

Note: The above described temporary construction easement shall terminate one year from the date a notice to proceed is issued by the City of Springfield for construction to

begin, or upon the expiration of six months after completion and acceptance of the construction project by the City of Springfield, whichever shall occur last.

See "Exhibit 2," which is attached hereto and incorporated herein by this reference, for diagram.

1324 East Division Street, owned by L. R. Pender Company, a general for-profit company organized in the state of Missouri, the following described easements:

A PERPETUAL SIDEWALK EASEMENT DESCRIBED AS FOLLOWS:

A PART OF THE GRANTOR'S LAND, IN LOT ONE (1), BLOCK TWENTY-NINE (29), IN BOULEVARD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND OWNED BY THE GRANTOR AS DESCRIBED IN A WARRANTY DEED RECORDED IN BOOK 2093 AT PAGE 2001 OF THE GREENE COUNTY RECORDER'S OFFICE, DESCRIBED FROM THE SURVEYED CONSTRUCTION CENTERLINE OF EAST DIVISION STREET AS FOLLOWS: THE SURVEYED CONSTRUCTION CENTERLINE FOR A PORTION OF EAST DIVISION STREET WITHIN THE SOUTHWEST QUARTER OF SECTION 7, AND WITHIN THE NORTHWEST QUARTER OF SECTION 18, BOTH IN TOWNSHIP 29 NORTH, RANGE 21 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 61 DEGREES 28 MINUTES 25 SECONDS EAST, A DISTANCE OF 100.87 FEET TO THE POINT OF BEGINNING, HEREINAFTER DESIGNATED AS CENTERLINE STATION 5+42.40; THENCE SOUTH 63 DEGREES 43 MINUTES 02 SECONDS EAST, A DISTANCE OF 15.52 FEET TO CENTERLINE STATION 5+57.92; THENCE SOUTHEASTERLY, ALONG A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24 DEGREES 11 MINUTES 07 SECONDS, WITH A RADIUS OF 432.00 FEET AND A 181.00 FEET LONG CHORD WHICH BEARS SOUTH 75 DEGREES 48 MINUTES 36 SECONDS EAST, AN ARC DISTANCE OF 182.35 FEET TO CENTERLINE STATION 7+40.27; THENCE SOUTH 87 DEGREES 54 MINUTES 09 SECONDS EAST, A DISTANCE OF 289.73 FEET TO CENTERLINE P.I. STATION 10+30; THENCE SOUTH 87 DEGREES 40 MINUTES 49 SECONDS EAST, A DISTANCE OF 843.85 FEET TO CENTERLINE STATION 18+73.85; THENCE EASTERLY, ALONG A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 58 MINUTES 44 SECONDS, WITH A RADIUS OF 2000.00 FEET AND A 34.17 FEET LONG CHORD WHICH BEARS SOUTH 88 DEGREES 10 MINUTES 11 SECONDS EAST, AN ARC DISTANCE OF 34.17 FEET TO CENTERLINE STATION 19+08.02, BEING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, FOR A TERMINUS. SAID TERMINUS LIES SOUTH 88 DEGREES 39 MINUTES 33 SECONDS EAST, A DISTANCE OF 17.08 FEET, FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 7.

PERPETUAL SIDEWALK EASEMENT:

BEGINNING AT A POINT ON GRANTOR'S WEST PROPERTY LINE, BEING 30.59 FEET RIGHT OF DIVISION STREET CONSTRUCTION CENTERLINE STATION 12+87.62, ON THE SOUTH RIGHT-OF-WAY LINE OF DIVISION STREET; THENCE DIRECTLY ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO A POINT 30.55 FEET RIGHT OF DIVISION STREET CONSTRUCTION CENTERLINE STATION 13+32.62, ON GRANTOR'S EAST PROPERTY LINE; THENCE DIRECTLY ALONG SAID EAST PROPERTY LINE, TO A POINT 34.50 FEET RIGHT OF DIVISION STREET CONSTRUCTION CENTERLINE STATION 13+32.63; THENCE DIRECTLY TO A POINT 34.50 FEET RIGHT OF DIVISION STREET CONSTRUCTION CENTERLINE STATION 12+87.63, ON GRANTOR'S WEST PROPERTY LINE; THENCE DIRECTLY ALONG SAID WEST PROPERTY LINE TO THE POINT OF BEGINNING.

CONTAINING 177 SQUARE FEET (0.004 ACRES) OF PERPETUAL SIDEWALK EASEMENT.

ALSO,

A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

A PART OF THE GRANTOR'S LAND, IN LOT ONE (1), BLOCK TWENTY-NINE (29), IN BOULEVARD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND OWNED BY THE GRANTOR AS DESCRIBED IN A WARRANTY DEED RECORDED IN BOOK 2093 AT PAGE 2001 OF THE GREENE COUNTY RECORDER'S OFFICE, DESCRIBED FROM THE SURVEYED CONSTRUCTION CENTERLINE OF EAST DIVISION STREET AS FOLLOWS: THE SURVEYED CONSTRUCTION CENTERLINE FOR A PORTION OF EAST DIVISION STREET WITHIN THE SOUTHWEST QUARTER OF SECTION 7, AND WITHIN THE NORTHWEST QUARTER OF SECTION 18, BOTH IN TOWNSHIP 29 NORTH, RANGE 21 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 61 DEGREES 28 MINUTES 25 SECONDS EAST, A DISTANCE OF 100.87 FEET TO THE POINT OF BEGINNING, HEREINAFTER DESIGNATED AS CENTERLINE STATION 5+42.40; THENCE SOUTH 63 DEGREES 43 MINUTES 02 SECONDS EAST, A DISTANCE OF 15.52 FEET TO CENTERLINE STATION 5+57.92; THENCE SOUTHEASTERLY, ALONG A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24 DEGREES 11 MINUTES 07 SECONDS, WITH A RADIUS OF 432.00 FEET AND A 181.00 FEET LONG CHORD WHICH BEARS SOUTH 75 DEGREES 48 MINUTES 36 SECONDS EAST, AN ARC DISTANCE OF 182.35 FEET TO CENTERLINE STATION 7+40.27; THENCE SOUTH 87 DEGREES 54 MINUTES 09 SECONDS EAST, A DISTANCE OF 289.73 FEET TO CENTERLINE P.I. STATION 10+30; THENCE SOUTH 87 DEGREES 40 MINUTES 49 SECONDS EAST, A DISTANCE OF 843.85 FEET TO CENTERLINE STATION 18+73.85; THENCE EASTERLY, ALONG A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 58 MINUTES 44 SECONDS, WITH A RADIUS OF 2000.00 FEET AND A

34.17 FEET LONG CHORD WHICH BEARS SOUTH 88 DEGREES 10 MINUTES 11 SECONDS EAST, AN ARC DISTANCE OF 34.17 FEET TO CENTERLINE STATION 19+08.02, BEING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, FOR A TERMINUS. SAID TERMINUS LIES SOUTH 88 DEGREES 39 MINUTES 33 SECONDS EAST, A DISTANCE OF 17.08 FEET, FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 7.

TEMPORARY CONSTRUCTION EASEMENT:

BEGINNING AT A POINT 34.50 FEET RIGHT OF DIVISION STREET CONSTRUCTION CENTERLINE STATION 12+87.63, ON GRANTOR'S WEST PROPERTY LINE; THENCE DIRECTLY TO A POINT 34.50 FEET RIGHT OF STATION 13+32.63, ON GRANTOR'S EAST PROPERTY LINE; THENCE DIRECTLY ALONG SAID EAST PROPERTY LINE TO A POINT 45.00 FEET RIGHT OF STATION 13+32.67; THENCE DIRECTLY TO A POINT 45.00 FEET RIGHT OF STATION 12+87.67, ON SAID WEST PROPERTY LINE; THENCE DIRECTLY ALONG SAID WEST PROPERTY LINE TO THE POINT OF BEGINNING..

CONTAINING 473 SQUARE FEET (0.011 ACRES) OF TEMPORARY CONSTRUCTION EASEMENT.

Note: The above described temporary construction easement shall terminate one year from the date a notice to proceed is issued by the City of Springfield for construction to begin, or upon the expiration of six months after completion and acceptance of the construction project by the City of Springfield, whichever shall occur last.

See "Exhibit 3," which is attached hereto and incorporated herein by this reference, for diagram.

1607 East Division Street, owned by William LaShell and Dennis Hrebec, the following described easement:

A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

A PART OF THE GRANTOR'S LAND, IN LOT 30 OF CATRON COURT ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND OWNED BY THE GRANTOR AS DESCRIBED IN A WARRANTY DEED RECORDED IN BOOK 2400 AT PAGE 519 OF THE GREENE COUNTY RECORDER'S OFFICE, DESCRIBED FROM THE SURVEYED CONSTRUCTION CENTERLINE OF EAST DIVISION STREET AS FOLLOWS:

THE SURVEYED CONSTRUCTION CENTERLINE FOR A PORTION OF EAST DIVISION STREET WITHIN THE SOUTHEAST QUARTER OF SECTION 7, AND THE NORTHEAST QUARTER OF SECTION 18, BOTH IN TOWNSHIP 29 NORTH, RANGE

21 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTH 88 DEGREES 39 MINUTES 33 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 17.08 FEET TO THE POINT OF BEGINNING, HEREINAFTER DESIGNATED AS CENTERLINE STATION 19+08.02; THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 88 DEGREES 39 MINUTES 33 SECONDS EAST A DISTANCE OF 1304.02 FEET TO CENTERLINE STATION 32+12.04; THENCE EASTERLY, ALONG A CURVE TO THE RIGHT (LEAVING SAID SOUTH LINE), THROUGH A CENTRAL ANGLE OF 00 DEGREES 36 MINUTES 32 SECONDS, WITH A RADIUS OF 2000.00 FEET AND A 21.26 FEET LONG CHORD WHICH BEARS SOUTH 88 DEGREES 21 MINUTES 17 SECONDS EAST, AN ARC DISTANCE OF 21.26 FEET TO CENTERLINE STATION 32+33.29, BEING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTH 88 DEGREES 03 MINUTES 01 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 1315.64 FEET TO CENTERLINE STATION 45+48.93 FOR A TERMINUS, BEING AT THE SOUTHEAST CORNER OF SAID SECTION 7.

TEMPORARY CONSTRUCTION EASEMENT:

ALL THAT PART OF THE GRANTOR'S LAND LYING NORTH OF THE EXISTING NORTH RIGHT-OF-WAY LINE OF DIVISION STREET AND SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT 40.00 FEET LEFT OF DIVISION STREET CONSTRUCTION CENTERLINE STATION 32+72.49, BEING ON THE WEST LINE OF SAID LOT 30; THENCE DIRECTLY TO A POINT 40.00 FEET LEFT OF STATION 33+22.57, ON THE EAST LINE OF SAID LOT 30, FOR A TERMINUS.

CONTAINING 503 SQUARE FEET (0.012 ACRES) OF TEMPORARY CONSTRUCTION EASEMENT.

Note: The above described temporary construction easement shall terminate one year from the date a notice to proceed is issued by the City of Springfield for construction to begin, or upon the expiration of six months after completion and acceptance of the construction project by the City of Springfield, whichever shall occur last.

See "Exhibit 4," which is attached hereto and incorporated herein by this reference, for diagram.

Section 2 – City Council hereby finds and declares that the Division Street Reconstruction (National Avenue to Glenstone Avenue) Improvement Project #2017PW0036, serves a legitimate public purpose as it includes needed improvements to a major arterial intersection of the City traffic structure.

447 Section 3 – The City Attorney, or designee, is hereby authorized to proceed
448 immediately with condemnation proceedings against the above described properties as
449 authorized by Article II, Sections 2.16(3), (7) and (10), and Article XIX, Section 19.18 of
450 the City Charter; and the officers of the City are further authorized to exercise any and
451 all powers necessary to carry out the terms of this Ordinance.

452
453 Section 4 – This Ordinance shall be in full force and effect from and after
454 passage.

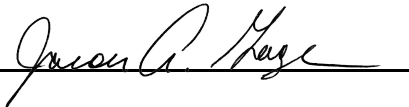
455
456 Passed at meeting: _____

457
458 _____
459 Mayor

460
461 Attest: _____, City Clerk

462
463 Filed as Ordinance: _____

464
465 Approved as to form: , Assistant City Attorney

466
467 Approved for Council action: , City Manager
469

EXPLANATION TO COUNCIL BILL 2021-078

FILED: 03-30-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To receive authority to condemn right(s)-of-way over, under, and through the following properties: 1310 East Division Street, 1320 East Division Street, 1324 East Division Street, and 1607 East Division Street.

BACKGROUND INFORMATION: The right(s)-of-way are necessary for constructing and maintaining a public street, and for the relocation, construction, maintenance, and operation of gas, water, electric, telephone, fiber optic, and communications utilities, including necessary fixtures and appurtenances for the Division Street Reconstruction (National Avenue to Glenstone Avenue) Improvement Project #2017PW0036. The construction of the project is funded through the 1/4-Cent Capital Improvements Sales Tax.

This project will provide improvements to reconstruct and widen the drive lanes of Division Street with curb and gutter and center turn lane, streetlights, Americans with Disabilities Act (“ADA”) compliant sidewalks, a multi-use path/trail and storm water improvements.

City right-of-way staff have reached agreements regarding the necessary rights-of-way from fifty-four (54) out of fifty-eight (58) property owners. This Ordinance allows the Law Department to begin condemnation proceedings regarding the remaining properties as shown in “Exhibits 1”, “2”, “3”, and “4.”

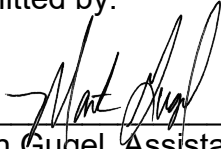
Negotiations are continuing with the remaining property owners to obtain the necessary right(s)-of-way and we are hopeful to reach agreements soon. To keep this project on schedule for a Spring 2022 bidding, it is necessary to gain this approval now. Should settlements be reached with the remaining property owners, condemnation will not be pursued.

Supports the following City Council Priorities:

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

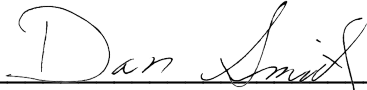
REMARKS: Public Works recommends the approval of this Council bill.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



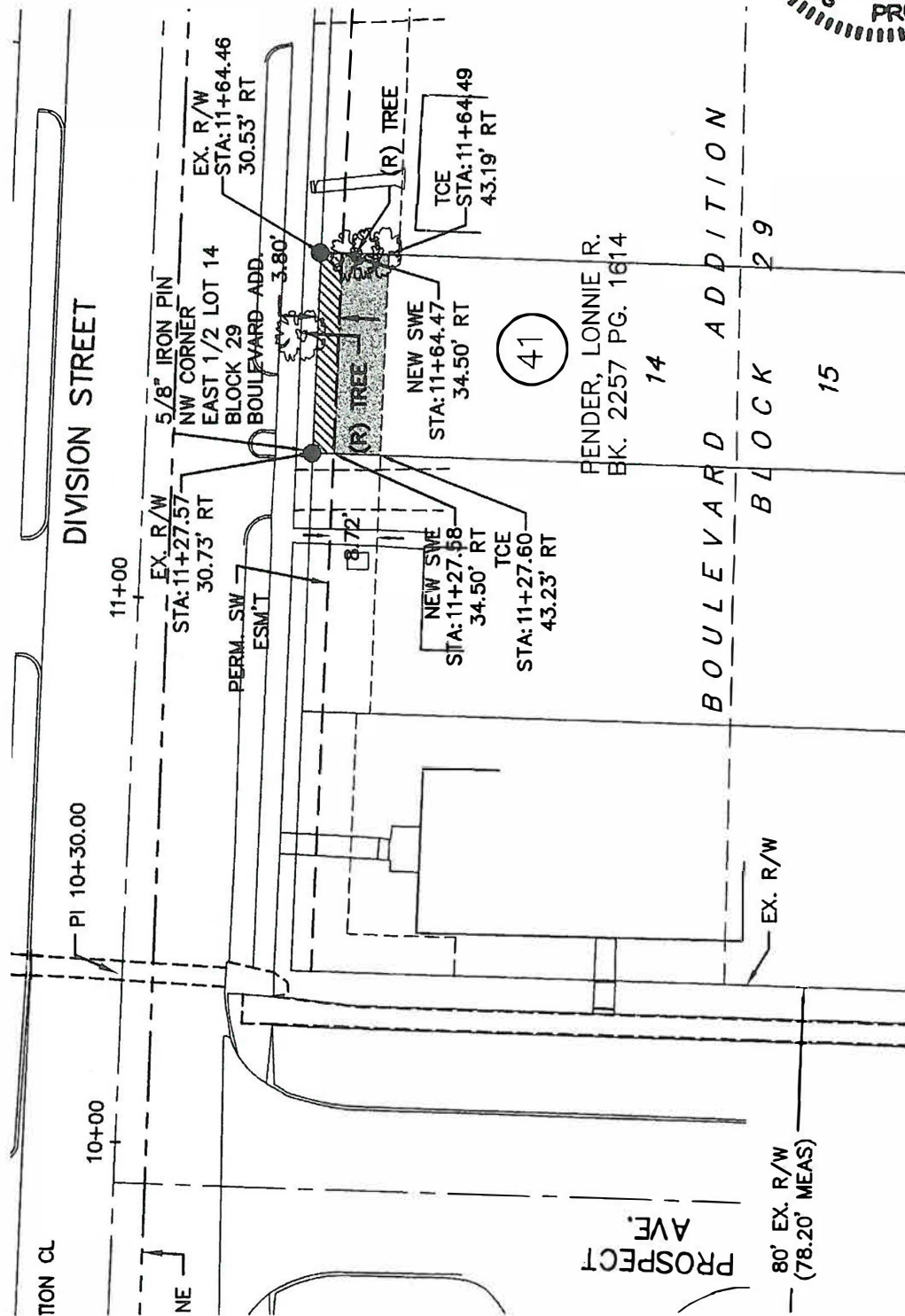
Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

GRID NORTH
MISSOURI COORDINATE
SYSTEM 1983
CENTRAL ZONE
SCALE 1"=30'



STATE OF MISSOURI
PETER W. STEVENS
NUMBER LS-2401
PROFESSIONAL LAND SURVEYOR

EXHIBIT

1

THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF PROPOSED RIGHTS-OF-WAY AND EASEMENTS. IT SHOULD NOT BE USED TO LOCATED PROPERTY LINES OR TO MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

PROPOSED PERPETUAL SIDEWALK EASEMENT.....0.003 ACRES (143 SQ FT)
PROPOSED TEMPORARY CONSTRUCTION EASEMENT.....0.007 ACRES (321 SQ FT)

Copyright CMT, Inc.

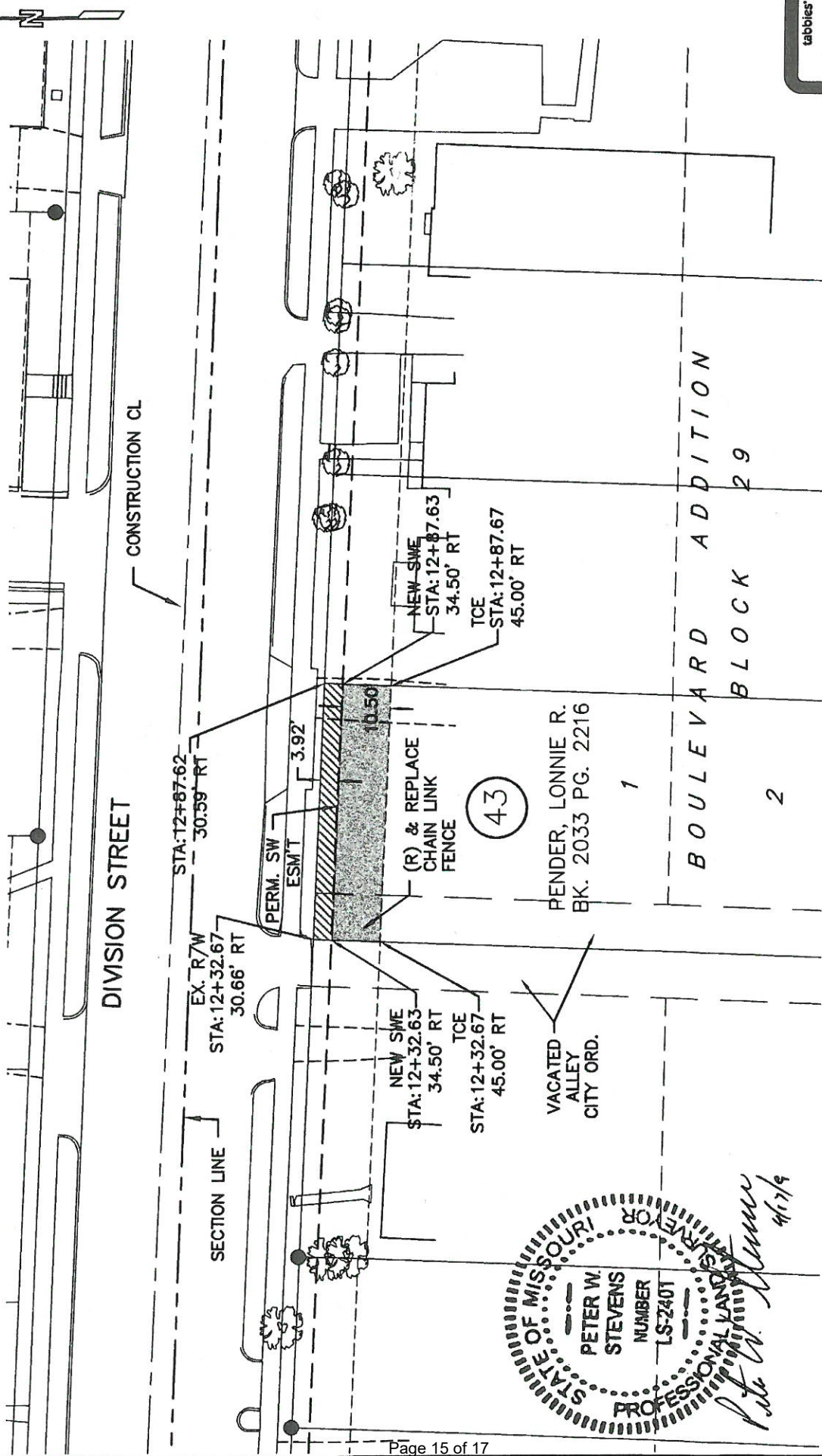
CMT
Crawford, Murphy & Tully
Engineers and Consultants

1631 W Elfindale, Springfield, Missouri 65807
Tel 417-869-6009 Fax 417-869-8129

DATE: 04/10/2019
JOB No: 17320-01-00
C.U. ACTIVITY NO: n/a
DWG NAME: 17320-01-00_Trac_41.dwg

PENDER, LONNIE R.
A PART OF THE NW 1/4 IN
SECTION 18, TOWNSHIP 29 NORTH, RANGE 21 WEST
IN THE CITY OF SPRINGFIELD
GREENE COUNTY, MISSOURI

GRID NORTH
MISSOURI COORDINATE
SYSTEM 1983
CENTRAL ZONE
SCALE 1"=30'



PROPOSED PERPETUAL SIDEWALK EASEMENT.....0.005 ACRES (213 SQ FT)
PROPOSED TEMPORARY CONSTRUCTION EASEMENT.....0.013 ACRES (578 SQ FT)

STATE OF MISSOURI
PETER W. STEVENS
NUMBER LS-2401
PROFESSIONAL LAND SURVEYOR
4/17/19

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CMT
Crawford, Murphy & Tilly
Engineers and Consultants

1631 W. Eldorado, Springfield, Missouri 65807
Tel 417-869-6009 Fax 417-869-8129

DATE: 11/08/2017
JOB No: 17320-01-00
C.U. ACTIVITY NO: 217/g
DWG NAME: 17320-01-00_Traect_43.dwg

PENDER, LONNIE R.
A PART OF THE NW 1/4 IN
SECTION 18, TOWNSHIP 29 NORTH, RANGE 21 WEST
IN THE CITY OF SPRINGFIELD
GREENE COUNTY, MISSOURI

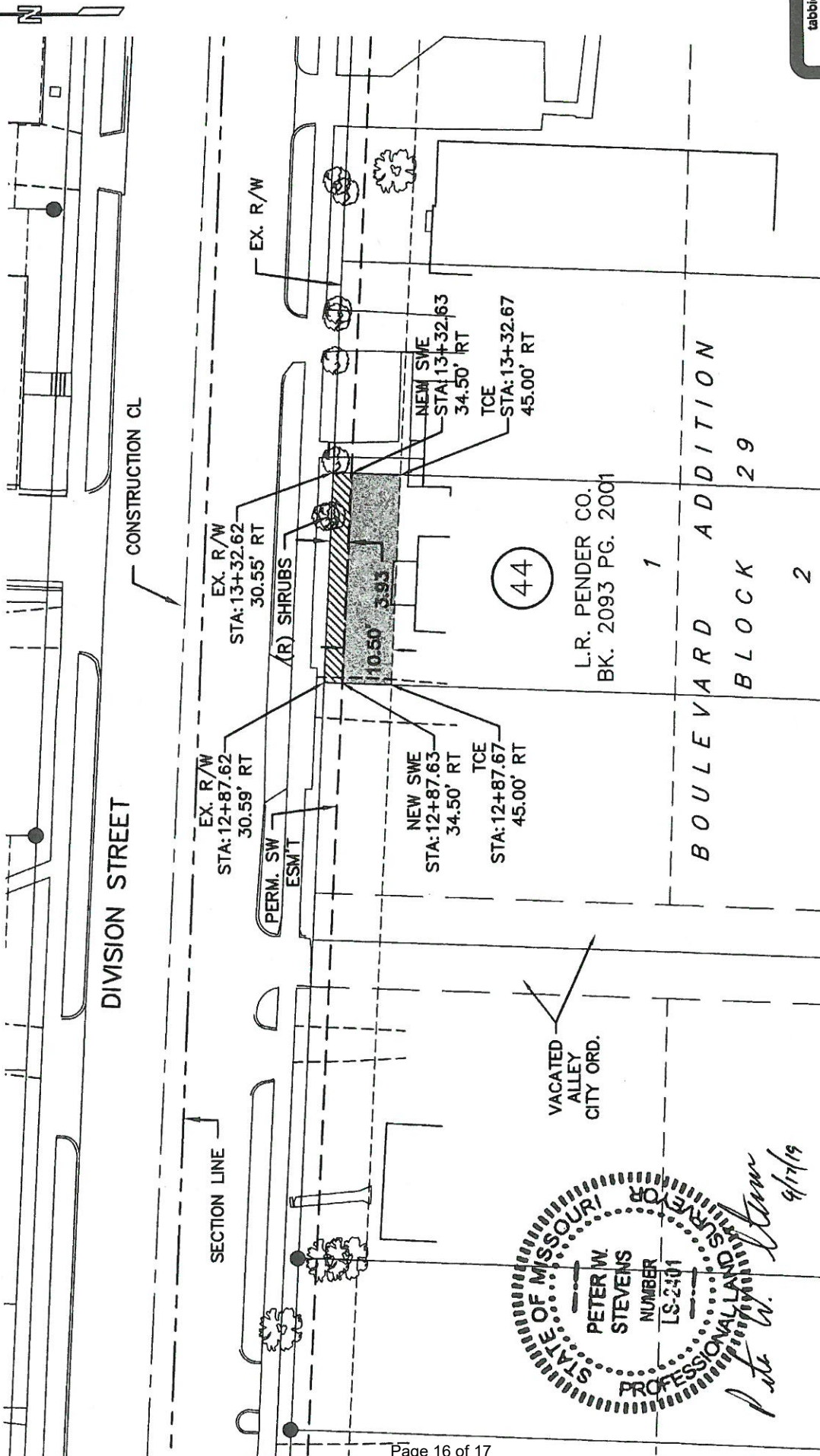
EXHIBIT

2

tabbles

THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS IN THE CONFIGURATION OF PROPOSED RIGHTS-OF-WAY. IT SHOULD NOT BE USED TO LOCATED PROPERTY LINES. IT DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY SURVEYS.

GRID NORTH
MISSOURI COORDINATE
SYSTEM 1983
CENTRAL ZONE
SCALE 1"=30'



PROPOSED PERPETUAL SIDEWALK EASEMENT.....0.004 ACRES (177 SQ FT)
PROPOSED TEMPORARY CONSTRUCTION EASEMENT.....0.011 ACRES (473 SQ FT)

DATE: 11/08/2017 JOB No: 17320-01-00 C.U. ACTIVITY NO: 217/a DWG NAME: 17320-01-00_Tmet_44.dwg	CMT Crawford, Murphy & Tilly Engineers and Consultants 1631 W Elfindale, Springfield, Missouri 65807 tel 417-869-6008 fax 417-869-8129	L.R. PENDER, CO. A PART OF THE NW 1/4 IN SECTION 18, TOWNSHIP 29 NORTH, RANGE 21 WEST IN THE CITY OF SPRINGFIELD GREENE COUNTY, MISSOURI	THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF PROPOSED RIGHTS-OF-WAY AND IT SHOULD NOT BE USED TO LOCATED PROPERTY LINES OR TO MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.
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EXHIBIT
3

GRID NORTH
MISSOURI COORDINATE
SYSTEM 1983
CENTRAL ZONE
SCALE 1"=30'

EXHIBIT

4

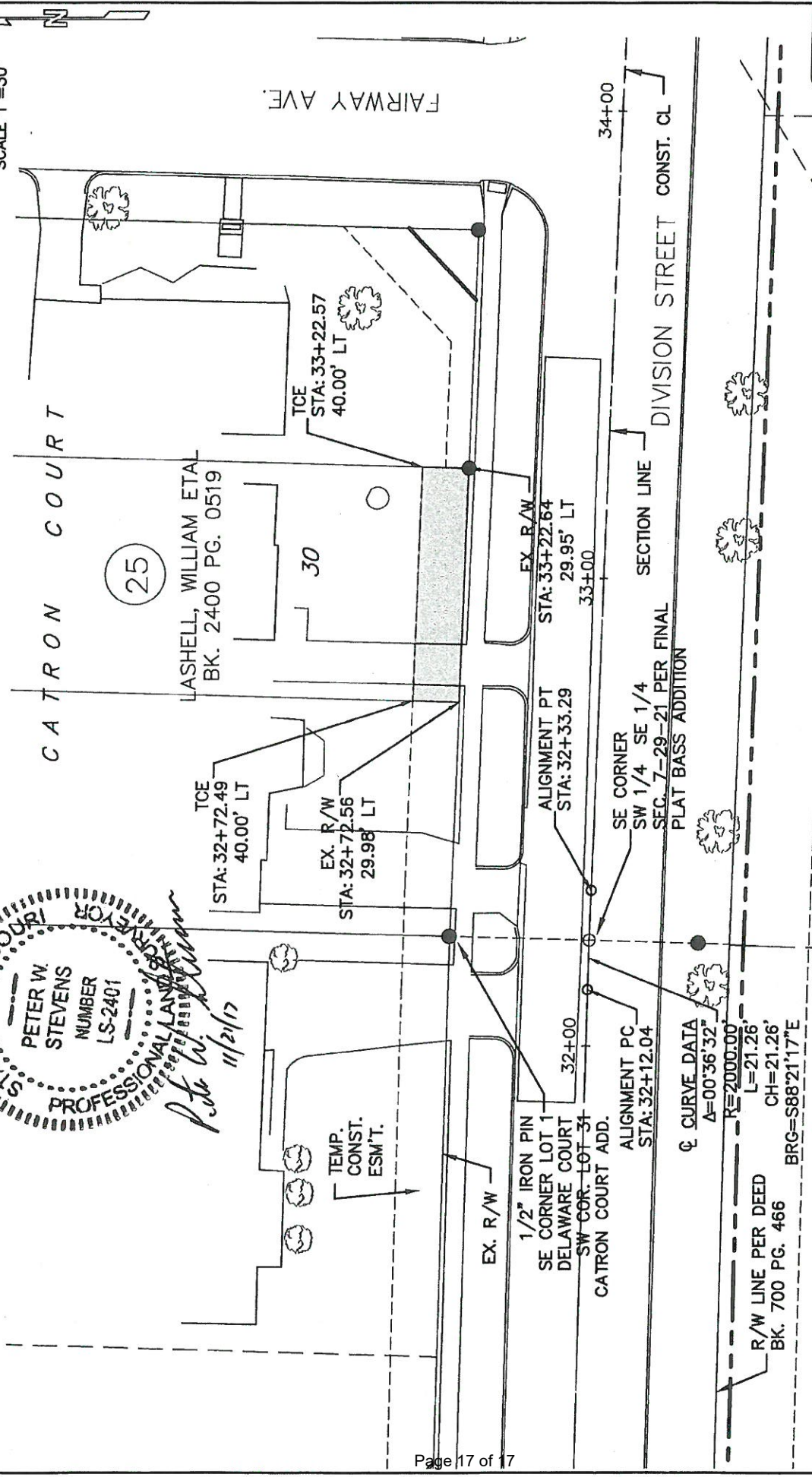
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THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF PROPOSED RIGHTS-OF-WAY AND EASEMENTS. IT SHOULD NOT BE USED TO LOCATED PROPERTY LINES OR TO MEET THE MINIMUM STANDARDS FOR PROPERTY SURVEYS.

LASHELL, WILLIAM ETAL.
A PART OF THE SE 1/4 IN
SECTION 7, TOWNSHIP 29 NORTH, RANGE 21 WEST
IN THE CITY OF SPRINGFIELD
GREENE COUNTY, MISSOURI

DATE: 11/08/2017
JOB No: 17320-01-00
C.U. ACTIVITY NO: n/a
DWG NAME: 17320-01-00_Tract_25.dwg
CMT
Crawford, Murphy & Tilly
Engineers and
Consultants
1631 W. Effendole, Springfield, Missouri 65807
Tel: 417-869-6009 Fax: 417-869-8129

PROPOSED TEMPORARY CONSTRUCTION EASEMENT.....0.012 ACRES (503 SQ FT)



PETER W. STEVENS
NUMBER LS-2401
PROFESSIONAL LAND SURVEYOR
STATE OF MISSOURI
11/21/17

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed: 03-30-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 079

SPECIAL ORDINANCE _____

AN ORDINANCE

1 REPEALING Special Ordinance 27456; approving the plans and specifications for
2 the Fassnight Trail Improvements and Luster Avenue Sidewalk project;
3 accepting the bid of Liming Concrete, LLC, in the amount of \$174,264
4 for said project; and authorizing the City Manager, or his designee, to
5 enter into a contract with such bidder.
6 _____
7

8 WHEREAS, on January 25, 2021, City Council passed Special Ordinance 27456
9 accepting a bid from KCI Construction Company, as the lowest responsive and
10 responsible bidder for the Fassnight Trail Improvements and Luster Avenue Sidewalk
11 project, TAP-5901(814) (the "Project") and authorized the City Manager to enter into a
12 contract regarding same; and
13

14 WHEREAS, subsequent to such authorization, KCI was unable to reach
15 compliance on the Project's disadvantaged business entity ("DBE") goals, thus
16 necessitating negotiation with the next lowest, responsible bidder, which is Liming
17 Concrete, LLC; and
18

19 WHEREAS, this Project will extend the Fassnight Greenway Trail beyond
20 Jefferson Avenue, resulting in a 10-foot, shared-use trail connection between the
21 Springfield Art Museum, Phelps Grove Park, Parkview High School, Fassnight Park,
22 and Springfield Skate Park as depicted on "Exhibit A", attached hereto and incorporated
23 herein by this reference; and
24

25 WHEREAS, the Project will also provide new sidewalk along Luster Avenue from
26 Sunset Drive, north to Seminole Street resulting in a continuous sidewalk corridor from
27 Seminole Street to Battlefield Road and improved access and connectivity to Field
28 Elementary School as depicted on "Exhibit B," attached hereto and incorporated herein
29 by this reference; and
30

31 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
32 *Events* from November 20, 2020, to November 25, 2020. Bids were opened on
33 December 15, 2020.

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

Section 1 – City Council hereby repeals Special Ordinance 27456.

Section 2 – City Council hereby approves the plans and specifications for the
Fassnight Trail Improvements and Luster Avenue Sidewalk project, TAP-5901(814),
and accepts the bid of Liming Concrete, LLC, for said Project, at the price and sum of
\$174,264, except as said sum may be lawfully increased or decreased by the actual
quantities of work units involved.

Section 3 – The City Manager, or his designee, is hereby authorized to enter into
a contract with said bidder for such work, said contract to be in substantially similar form
to the document attached hereto, and incorporated herein by this reference, as “Exhibit
C,” and in accordance with the terms of the bid, the plans, and the specifications.

Section 4 – All workers performing work under the contract attached hereto as
“Exhibit C,” shall be paid a wage of no less than the prevailing hourly rate of wages for
work of a similar character in this locality or the public works contracting minimum wage,
whichever is applicable. Contractor shall fully comply with the provisions and
requirements of the Missouri State Prevailing Wage Law. Contractors and any
subcontractor performing work under this contract must provide a 10-hour OSHA
construction safety training program, or similar program approved by the Department of
Labor, for on-site employees, unless employees demonstrate they previously completed
the program.

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

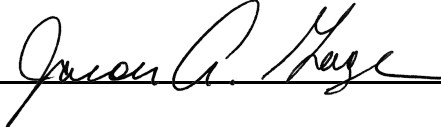
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-079

FILED: 03-30-21

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 Liming Concrete, LLC, and authorizing the City Manager, or his designee, to enter into a contract ("Exhibit C") with such bidder. This requires repeal of Special Ordinance 27456 approved by Council on January 25, 2021.

BACKGROUND INFORMATION: On January 25, 2021, Council approved Public Works to enter into a contract to perform the work noted herein with the apparent responsive low bidder, KCI Construction, pending approval of the bid by the Missouri Department of Transportation ("MoDOT"). On February 18, 2021, MoDOT found the KCI Construction bid was not acceptable due to non-compliance with Disadvantaged Business Enterprise ("DBE") requirements and lack of good faith effort to meet the DBE goal. Public Works is requesting that Council approve the next responsive bidder, Liming Concrete, LLC, whose bid has MoDOT's approval, meets the DBE requirements, and is below the Engineer's Estimate.

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 Phelps Grove Park, the Springfield Art Museum, Parkview High School, Fassnight Park, and Springfield Skate Park.

The Luster Avenue Sidewalk project ("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:

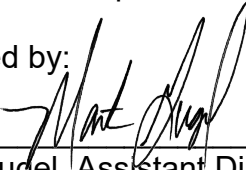
<u>Contractor</u>	<u>Bid Amount</u>
KCI Construction Company (non-responsive)	\$159,176.10
Spalding Constructors, LLC. (non-responsive)	\$171,811.00
Liming Concrete, LLC.	\$174,264.00
Donco 3 Construction, LLC.	\$191,261.18
Hunter Chase & Associates, Inc.	\$210,923.50
Branco Enterprises, Inc.	\$217,317.50
<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 80% funded by a Transportation Alternatives Program grant through MoDOT (\$139,411.20) with the remaining amount (\$34,852.80) funded by the 1/8-Cent Transportation Sales Tax Alternative Transportation Program, and both funding sources are already budgeted.

Supports the following City Council Priorities:

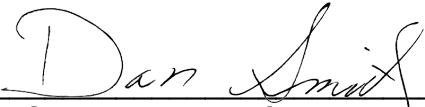
- Quality of Place
- Economic Vitality
- Public Safety

REMARKS: Public Works recommends acceptance of the bid by Liming Concrete, LLC as the lowest responsive bid and passage of this Ordinance.

Submitted by: 

Martin Gugel, Assistant Director of Public Works

Recommended by:



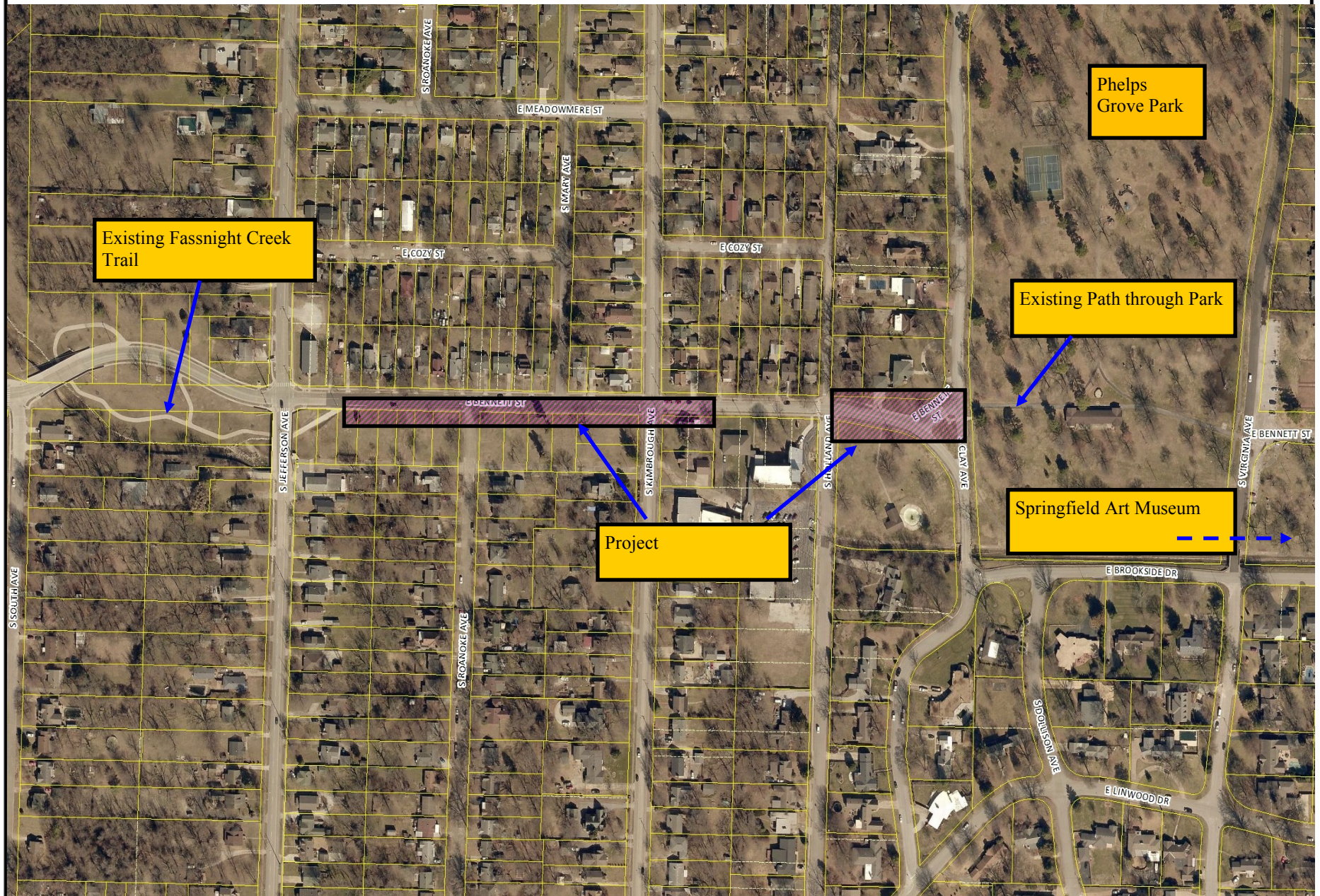
Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Fassnacht Greenway Trail—Jefferson Avenue to Phelps Grove Park

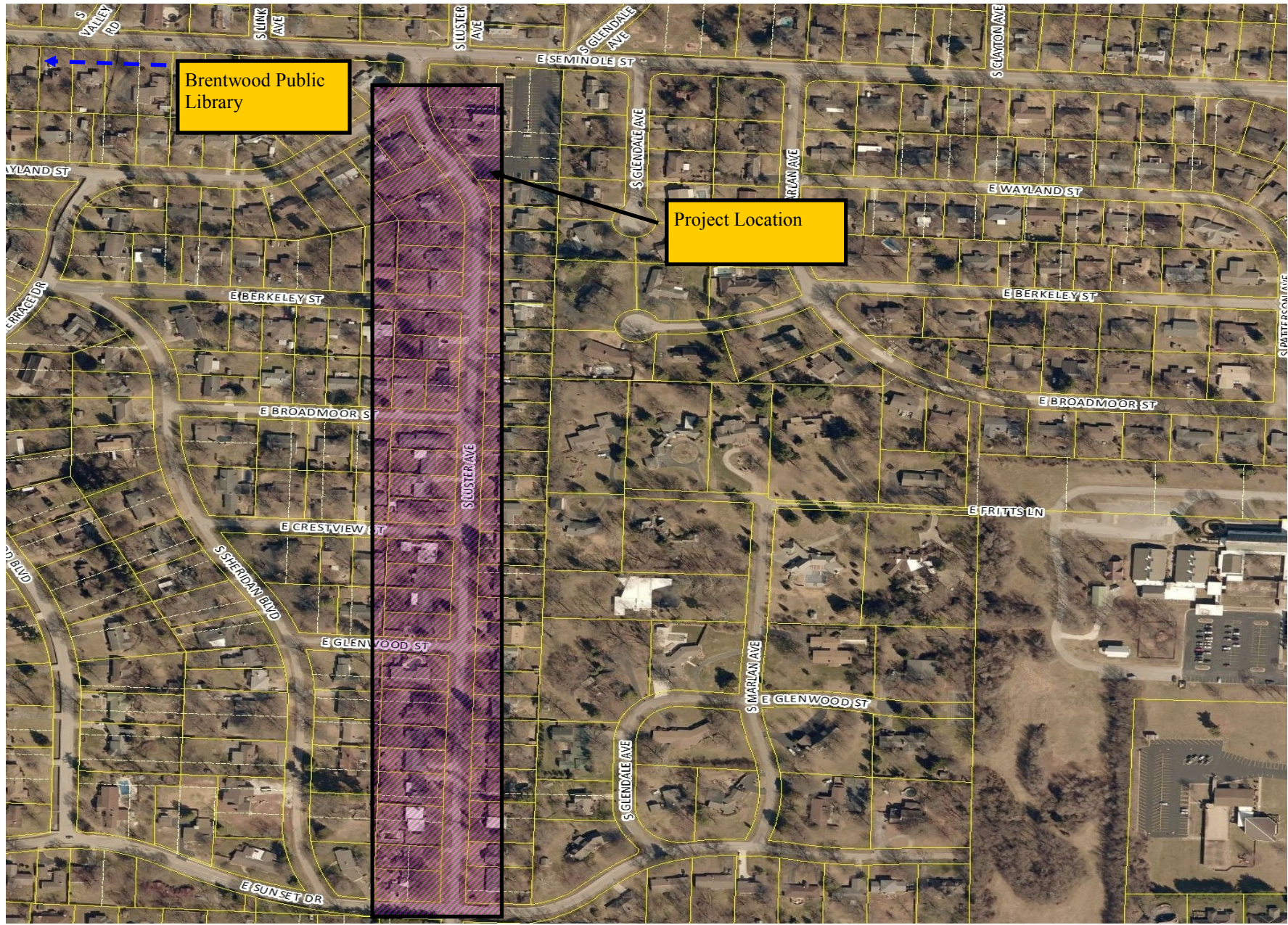


City of Springfield, Missouri



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.

Luster Avenue Sidewalk—Sunset Drive to Seminole Street



City of Springfield, Missouri



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	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1930 FAX: (417) 864-1983 ATTN: JOE HAMP DEPT: PUBLIC WORKS		NAME: LIMING CONCRETE, LLC ADDRESS: 4611 E. FARM ROAD 94 SPRINGFIELD, MO 65803 PHONE: (417) 224-4104 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/Luster Avenue Sidewalk
 Project No. 2019PW0071
 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 75 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, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of **One hundred seventy four thousand two hundred sixty four Dollars and No Cents (\$174,264.00)** conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

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

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

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of \$700.00 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 **One hundred seventy four thousand two hundred sixty four Dollars and No Cents (\$174,264.00)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments, 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 (10-01-19 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, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED BY:

RECOMMENDED BY:

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

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. 12
Filed: 03-30-21

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 080

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to acknowledge and accept
2 \$424,623 from the Greenfield Environmental Multistate Trust, LLC,
3 for the purpose of repairing sewer infrastructure in the vicinity of the
4 former Tronox/Kerr-McGee Wood Treatment Facility located at
5 2800 West High Street; and approving a budget adjustment
6 amending the Fiscal Year 2020-2021 budget of the Department of
7 Environmental Services Clean Water Fund in the amount of
8 \$424,623.
9 _____

10
11 WHEREAS, the former Tronox/Kerr-McGee facility ("Facility") opened in 1907 as
12 a wood treatment facility operated by American Creosoting Corp, was decommissioned
13 in 2004, and changed its name to Tronox, LLC, in 2005; and
14

15 WHEREAS, during operation the Facility treated wood with creosote tar solutions
16 in large pressure vessels, and sold the treated wood for use as utility poles and railroad
17 ties; and
18

19 WHEREAS, under a bankruptcy settlement approved by the U.S. Bankruptcy
20 Court for the Southern District of New York and effective as of February 11, 2011,
21 Tronox Incorporated ("Tronox") resolved its environmental liabilities with the U.S.
22 Environmental Protection Agency ("EPA"), other federal, state, and local agencies, and
23 the Navajo Nation, relating to numerous contaminated sites around the country,
24 including the Facility. Specifically, the settlement provided \$270 million and 88 percent
25 of Tronox's interest in a fraudulent conveyance case to the governments and
26 bankruptcy-created trusts for cleanup costs incurred or to be incurred at these sites; and
27

28 WHEREAS, the Greenfield Environmental Multistate Trust, LLC, (the "Trust") is
29 an independent, court-appointed trustee, created as part of the 2011 global Tronox
30 bankruptcy settlement, to remediate Tronox facility sites, and reports directly to the
31 United States Environmental Protection Agency ("EPA") and the Missouri Department of
32 Natural Resources ("MDNR"); and
33

34 WHEREAS, as part of the environmental cleanup activities, groundwater
35 containing creosote is collected at the Facility, treated, and discharged to the public
36 sanitary sewer system; and
37

38 WHEREAS, the City has observed damage to the public sanitary sewer system
39 immediately adjacent to the Facility where the public sewer system appears to have
40 absorbed Facility related chemicals that are incompatible with PVC pipe material; and
41

42 WHEREAS, due to the observed damage, the Trust has received appropriate
43 MDNR approvals to fund the rehabilitation of the impacted sewer, in the amount of
44 \$424,623, utilizing the City's existing sewer rehabilitation contractor, Insituform
45 Technologies USA, LLC, to proceed with Cured in Place Pipe ("CIPP") lining of the
46 affected portions of the sewer system as well as portions of the private sewer system of
47 the former Facility that may affect the public sewer system.
48

49 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
50 SPRINGFIELD, MISSOURI, as follows, that:
51

52 Section 1 – The City Manager, or his designee, is hereby authorized to
53 acknowledge and accept funds in the amount of \$424,623 from the Greenfield
54 Environmental Multistate Trust, LLC, for payment of rehabilitation of damaged sewer
55 infrastructure, and to acknowledge and sign the Multistate Trust's letter of commitment,
56 substantially in the form of that attached hereto and incorporated herein by this
57 reference as "Exhibit A," and to do all things necessary to fulfill the scope of the
58 Multistate Trust's commitment to rehabilitate the affected sewer including the execution
59 of contracts, provided the form of any such contract is approved by the City Attorney, or
60 her designee.
61

62 Section 2 – The budget of the City's Department of Environmental Services,
63 Clean Water Fund, for Fiscal Year 2020-2021, is hereby amended in the accounts and
64 in the amounts as shown on Budget Adjustment No. 059 in the Amount of \$424,623, a
65 copy of which is attached hereto and incorporated herein by reference as "Exhibit B."
66

67 Section 3 – City Council finds that the budget adjustment made above has been
68 recommended by the City Manager.
69

70 Section 4 – The City Manager is directed to cause the appropriate accounting
71 entries to be made in the books and records of the City.
72

73 Section 5 – This Ordinance shall be in full force and effect from and after
74 passage.
75

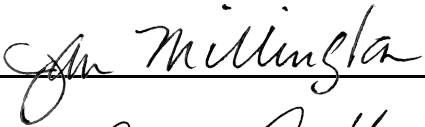
76 Passed at meeting: _____
77

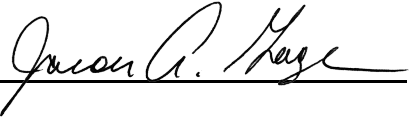
78 _____
79 Mayor

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89

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Deputy City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-080

FILED: 03-30-21

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To authorize the City Manager or his designated representatives to enter into an agreement with the Greenfield Environmental Multistate Trust, LLC ("Trust") for the purpose of repairing sewer infrastructure in the vicinity of the former Tronox/Kerr-McGee Wood Treatment Facility located at 2800 West High Street; and to approve a budget adjustment amending the Fiscal Year 2020 - 2021 budget of the Department of Environmental Services Clean Water Fund in the amount of \$424,623 for the purpose of performing this work prior to the proposed reimbursement by the Trust.

BACKGROUND AND REMARKS:

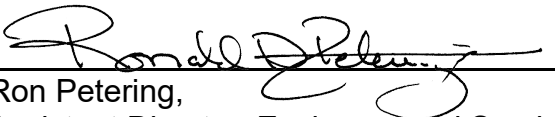
1. The former Tronox/Kerr-McGee facility opened in 1907 as a wood treatment facility operated by American Creosoting Corp. In 1964, Kerr-McGee Oil Industries, Inc. ("Kerr-McGee") acquired the facility and continued wood-treating operations until 2004. During operations, the facility was generally divided into an untreated wood storage area, process area, and "black tie" storage area. Wood was treated with creosote tar solutions in large pressure vessels and sold for use as utility poles and railroad ties. The facility was decommissioned in 2004 and changed its name to Tronox, LLC in 2005. All that remains at the facility is a warehouse building with an office, a storage area, and a groundwater pre-treatment system.
2. Under a bankruptcy settlement approved by the U.S. Bankruptcy Court for the Southern District of New York and effective as of February 11, 2011, Tronox Incorporated ("Tronox") resolved its environmental liabilities with the U.S. Environmental Protection Agency ("EPA"), other federal, state, and local agencies, and the Navajo Nation relating to numerous contaminated sites around the country. Specifically, the settlement provided \$270 million and 88% of Tronox's interest in a fraudulent conveyance case to the governments and bankruptcy-created trusts for cleanup costs incurred or to be incurred at these sites.
3. The Greenfield Environmental Multistate Trust, LLC is an independent, court-appointed trustee whose main purpose is to protect human health and the environment. The Trust was created as part of the 2011 global Tronox bankruptcy settlement, which involved the federal government, 22 state governments, Tronox and others. The Trust is the named Trustee for this facility and is responsible for owning and managing in trust more than 400 former Tronox/Kerr-McGee sites in 31 states, including the Springfield facility. The Multistate Trust remediates the sites using funds from the bankruptcy settlement and assists in redevelopment and long-term stewardship of the sites. The Trust

reports directly to its two facility beneficiaries—the United States and the State of Missouri, represented by the EPA and Missouri Department of Natural Resources (“MDNR”).

4. The City has observed damage to the public sanitary sewer system immediately adjacent to the former Tronox/Kerr-McGee facility. As part of both the current and historic cleanup activities, groundwater containing creosote is collected at this facility, treated, and discharged to the public sanitary sewer system. At some point during these activities, the public sewer system appears to have absorbed facility-related chemicals that are incompatible with PVC pipe material and has sustained significant damage.
5. Due to the observed damage to the sewer system, the Trust has received appropriate approvals to fund the rehabilitation of the impacted sewer. To facilitate these repairs, the City has directed its existing sewer rehabilitation contractor, Insituform Technologies USA, LLC, per City Contract 2020-0417, to proceed with Cured In Place Pipe (CIPP) lining of portions of the public sewer system as well as CIPP lining of portions of the private sewer system on the former Tronox/Kerr-McGee facility.
6. A budget adjustment of \$424,623 (“Exhibit B”) to the Clean Water Enterprise Fund is requested for the purpose of performing this work prior to receiving reimbursement from the Trust.

RECOMMENDATIONS: Environmental Services recommends passage of this Council Bill and budget adjustment

Recommended by:



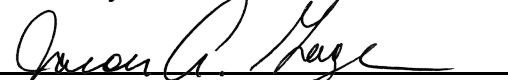
Ron Petering,
Assistant Director, Environmental Services

Submitted by:



Erin Kemper,
Director, Environmental Services

Approved by:



Jason Gage,
City Manager

Exhibit A

[INSERT DATE]

By Email—jmillington@springfieldmo.gov

City of Springfield
Attn: Jan Y. Millington, Deputy City Attorney
Busch Municipal Building
840 Boonville Avenue
P.O Box 8368
Springfield, Missouri 65801

Re: Scope of Multistate Trust's Environmental Actions to Reimburse the City of Springfield for Completing Certain Public Sanitary Sewer Main Pipe and Private Sewer Pipe Repair and Rehabilitation Activities at and Around the Former Tronox/Kerr-McGee Facility in Springfield, Missouri

Dear Jan:

Greenfield Environmental Multistate Trust LLC, Trustee of the Multistate Environmental Response Trust (the Multistate Trust), is hereby requesting written confirmation from the City of Springfield (City) of the scope and cost of the Environmental Actions (as defined in the Consent Decree and Environmental Settlement Agreement entered in the U.S. Bankruptcy Court for the Southern District of New York in the matter of *In re: Tronox Incorporated, et al.*, Case No. 09-10156 [ALG], and the Multistate Environmental Response Trust Agreement entered into pursuant to such settlement agreement on February 14, 2011 [collectively, Tronox Bankruptcy Agreements]) to be funded by the Multistate Trust to address apparent impacts to the sanitary sewer main pipe at and around the Facility and the private sewer pipe located on property owned by the Multistate Trust caused by discharges of creosote-related contamination from the Former Tronox/Kerr-McGee Facility (Facility) as set forth in the attached exhibits and described in greater detail below.

1. Payment to City for Cost to Install Cured in Place Pipe (CIPP) in Portions of Public Sewer Pipe. Please confirm that the City-approved Request for Change Proposal #2 (RFCP 2), dated November 2, 2020 and pursuant to City Contract No. 2020-0417, for up to Three Hundred Ninety-Eight Thousand Six Hundred Ten Dollars and 00/100 (\$398,610), as documented in RFCP 2 provided to the City on November 2, 2020 by Insituform Technologies USA, LLC (Insituform), attached hereto and hereby incorporated by reference as Exhibit 1, represents the total cost to the

Multistate Trust for the City's contractor to install CIPP in the public sewer line, as approximately depicted in Figure 1.

2. Payment to City for Cost to Install CIPP on Portion of the Private Sewer Pipe Located on Property Owned by the Multistate Trust for the Public's Benefit.
Please confirm that the City-approved Request for Change Proposal #3 (RFCP 3), dated November 2, 2020 and pursuant to City Contract No. 2020-0417, for up to Twenty-Six Thousand Thirteen Dollars and 00/100 (\$26,013), as documented in RFCP 3 provided to the City on November 2, 2020 by Insituform, attached hereto and hereby incorporated by reference as Exhibit 2, represents the total cost to the Multistate Trust for the City's contractor to install CIPP on Multistate Trust-owned property approximately depicted in Figure 2.
3. Costs Not Covered by this Letter. The Multistate Trust understands and the City agrees that, subject to any mutually-acceptable change order(s) regarding the above-referenced CIPP work, the Multistate Trust has no obligation to pay the City any costs: (i) in excess of Four Hundred Twenty Four Thousand, Six Hundred and Twenty Three and 00/100 (\$424,623) for the items identified in Paragraphs 1 and 2 above; and/or (ii) arising out of any structural problems or conditions in the sewer pipe referenced in Paragraphs 1 or 2 above, if such additional cost is not directly attributable to a discharge from the Facility which meets the Tronox Bankruptcy Agreements' definition of an Environmental Action at the Facility. Notwithstanding anything in this letter to the contrary, both Multistate Trust and City agree to work together to assess and determine the approach and cost to manage and/or fund the implementation of Environmental Actions approved by the Missouri Department of Natural Resources (MoDNR), as Lead Agency for the Facility under the Tronox Bankruptcy Agreements, with respect to certain privately-owned buried lateral connections to the main sanitary sewer pipe around the Facility, which have been examined by the City through closed circuit television inspections.
4. Cooperation. To the fullest extent possible, the Multistate Trust and the City will cooperate with each other to effectuate the purpose of this letter.
5. Non-Admission of Liability and Compliance with Tronox Bankruptcy Agreements.
This letter constitutes an agreed upon accommodation by the Multistate Trust to remedy the damage attributed to discharges of creosote-related contamination from the Facility referenced herein as cost effectively as possible and in accordance with all legal and regulatory requirements. In no event shall the Multistate Trust's signing of this letter be construed or used in any manner as an admission of any responsibility or liability whatsoever to any other person or party, or construed as a waiver by the Multistate Trust of any defense or liability protection, including but not limited to defenses set forth in the Tronox Bankruptcy Agreements. Notwithstanding anything in this letter to the contrary, this letter shall be subject and subordinate in all respects to the Tronox Bankruptcy Agreements.

6. Mutual Releases and Covenants Not To Sue: In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Multistate Trust and the City hereby release and covenant to not sue each other for any claims, causes of action, damages, and/or liabilities relating to or arising in connection with the matters exhibited and addressed herein. This release and covenant is not intended to waive or release any claim, cause of action, damage, and/or liability that relates to or arises from an unknown condition that is the result of the subsequent discovery of pollutants or hazardous substances at the Facility.

Subject to the prior approval of the MoDNR regarding scope, schedule, and budget matters set forth in this letter, the Multistate Trust will remit payment to the City within 30 days of receipt of:

- Contractor's invoice and accompanying documentation of the costs incurred by the City in connection with the work and technical specifications of the recommended CIPP installation activities; and
- A signed statement from the City: (a) certifying that, to the best of the City's knowledge and consulting contractor's advice, the installation of the recommended CIPP associated with the invoiced amount is compatible with anticipated future discharges into the sewer pipe consistent with Chapter 120 of the Springfield City Code and any permitted discharges; and (b) acknowledging that payment of the invoiced amount addresses and satisfies the Multistate Trust responsibilities for addressing discharges of creosote-related contamination identified to date from the Facility into the City's public sanitary sewer main pipe and the private sewer pipe in the area(s) of the Facility where CIPP activities were performed in accordance with Exhibits 1 and 2. The City's signed statement described above shall in no way be interpreted to authorize the discharge of pollutants or the release of hazardous substances that are prohibited under applicable city code, permit conditions, or state or federal law.

If the foregoing is acceptable to the City, I would appreciate your signing as indicated below and returning a signed copy to me as soon as possible so that we can promptly proceed with the work and payment terms described above. Thank you for your assistance and support.

We look forward to working with the City to complete this sewer project and to coordinate on other Facility-related matters. Please contact me if you have any questions.

Sincerely,

Greenfield Environmental Multistate Trust LLC,
Trustee of the Multistate Environmental Response Trust
By: Greenfield Environmental Trust Group, Inc., Member

By: _____
Name: Craig Kaufman
Title: Legal Counsel and Environmental Strategist

AGREED TO AND ACCEPTED BY:

City of Springfield

By: _____
Name: _____
Title: _____
Date: _____

Attachments: Figure 1 (Map of CIPP Activities in Public Sewer Pipe)
Figure 2 (Map of CIPP Activities on Multistate Trust-Owned Property)
Exhibit 1 (RFCP 2)
Exhibit 2 (RFCP 3)

Cc: Cindy Brooks—Multistate Trust
Charlene Fitch—MoDNR
Lauri Gorton—Multistate Trust
Errin Kemper—City
Nathan Kraus—MoDNR
Tasha Lewis—Multistate Trust
Rich Nussbaum—MoDNR
Abby Sawyer—MoDNR

Figure 1

CAST-IN-PLACE PIPE (CIPP) - PUBLIC SEWER MAINS

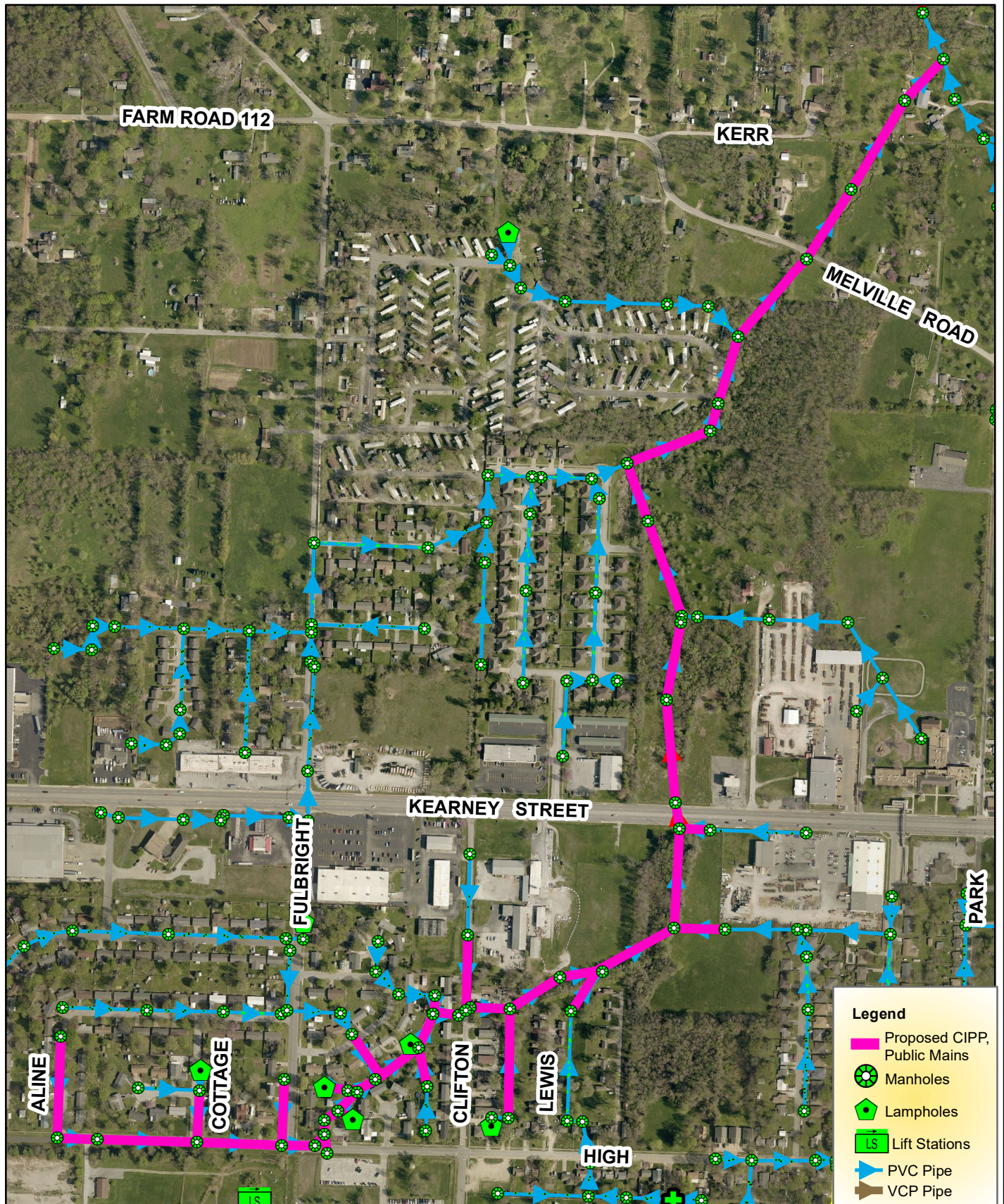
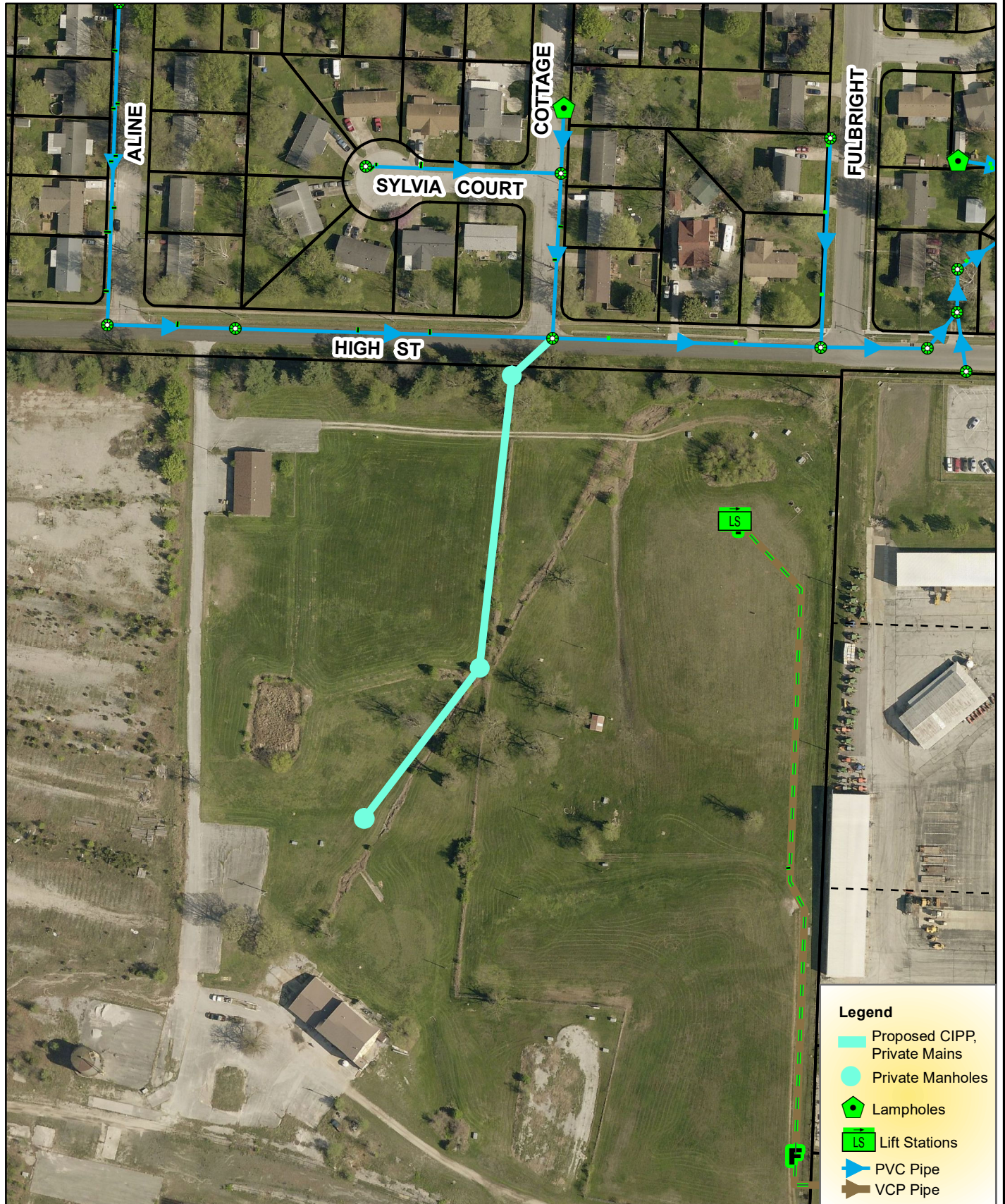


Figure 2

CAST-IN-PLACE PIPE (CIPP) - PRIVATE SEWER MAINS



CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
059

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	414030	000000	00000	\$ 424,623	Settlement Reimbursement Revenue from Greenfield Environmental Multistate Trust, LLC
Net Revenue Adjustment						\$ 424,623	

Expenditures:

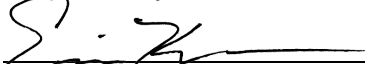
Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	000000	00000	\$ 424,623	Repairing Sewer Infrastructure Near The Former Tronox/ Kerr-McGee Wood Treatment Facility located at 2800 W. High Street
Net Expenditure Adjustment						\$ 424,623	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating a settlement reimbursement from Greenfield Environmental Multistate Trust, LLC for repairing sewer infrastructure near the former Tronox/Kerr-McGee Wood Treatment Facility located at 2800 W. High Street.

Requested By:

 3/31/21
Department Head Date

Approved By:

 3/31/21
Director of Finance Date

Authorization:

Council Bill No. 2021-080
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 03-30-21

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-081

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 98, 'Streets, Sidewalks, and Public
2 Places,' Article VII, 'Encroachments on City Property,' Section 98-323,
3 'Certain encroachments authorized by the director of public works—
4 Procedures related thereto,' to waive application and permit fees for
5 encroachment permits for temporary sidewalk cafés while restaurants
6 are required to maintain physical distancing between patrons or
7 restaurants are restricted from seating patrons at counters due to the
8 2019 novel coronavirus.
9 _____

10
11 WHEREAS, on March 16, 2020, the Mayor of the City of Springfield, declared a
12 civil emergency in response to the ongoing coronavirus disease 2019 ("COVID-19")
13 pandemic; and
14

15 WHEREAS, on March 16, 2020, Springfield City Council, by its passage of
16 Special Ordinance 27293, prohibited certain public gatherings of 50 or more persons;
17 and
18

19 WHEREAS, Special Ordinance 27293 authorized the Mayor, during the duration
20 of the declaration of civil emergency, to issue additional orders amending which public
21 gatherings are prohibited; and
22

23 WHEREAS, the Mayor issued subsequent "Stay at Home" and "Road to
24 Recovery" orders after March 2020, which included customer occupancy limits on
25 restaurants; and
26

27 WHEREAS, City Council, recognizing the impact of these restrictions on the
28 ability of restaurants to effectively and efficiently operate, adopted General Ordinance
29 6596 on June 1, 2020, which waived fees for encroachment permits for temporary
30 sidewalk cafés until the Mayor's declaration of civil emergency is withdrawn, or until
31 November 30, 2020, whichever is earlier; and
32

WHEREAS, City Council adopted General Ordinance 6607 on July 13, 2020, which amended the Springfield City Code, Chapter 58, 'Health and Sanitation,' by adding a new Article XIII, 'COVID-19 pandemic' and, among other provisions, both prohibited counter seating and required restaurants to maintain a physical distance of six feet between groups of patrons dining indoors or to install physical barriers between tables or booths; and

WHEREAS, City Council adopted General Ordinance 6619 on October 5, 2020, which adopted the same restrictions as General Ordinance 6607; and

WHEREAS, City Council adopted General Ordinance 6623 which removed the deadline of November 30, 2020 from General Ordinance 6607 and permits temporary sidewalk or street cafes subject to the standards outlined in the Ordinance until restaurants are no longer required to maintain physical distancing between groups of patrons and counter seating is permitted.

WHEREAS, City Council finds that continuing to waive fees and certain other requirements for establishing sidewalk or street cafés while restaurants are required to maintain physical distancing or while counter seating remains prohibited during the Red and Yellow phases of the Road to Recovery plan will reduce the negative impact of physical distancing restrictions on restaurants and ease compliance with said restrictions, thereby furthering the important public health goal of limiting person to person contact.

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

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

Section 1 – Springfield City Code, Chapter 98, 'Streets, Sidewalks and Public Places,' Article VII, 'Encroachments on City Property,' Section 98-323, 'Certain encroachments authorized by the director of public works – Procedures related thereto' is hereby amended as follows:

Sec. 98-323. - Certain encroachments authorized by the director of public works—
Procedures related thereto.

- (a) The director of public works is hereby authorized to allow, on, in, or over a public street, public sidewalk or public right-of-way, pursuant to this section, the following types of encroachments: awnings, canopies, planters, street furniture, sidewalk cafes, projecting signs, and bicycle docks associated with a bicycle share program.
- (b) Any person who desires to construct, install or place an encroachment provided for in subsection (a) on, in, or over a public street, public sidewalk or public right-of-way, shall first make application to the director of public works

79 for an encroachment permit and license, provided that the requested
80 encroachment shall abut land owned or leased by the applicant unless the
81 requested encroachment is a bicycle dock. Applications for a permit and
82 license shall be submitted on forms approved by the director of public works
83 and shall include the following:

- 84
- 85 (1) The location, nature, size and purpose of the proposed encroachment.
- 86
- 87 (2) Plans, specifications, drawings and other information as required by the
88 director of public works.
- 89
- 90 (3) Detailed information as to any signage and markings that will be applied to
91 the proposed encroachment.
- 92
- 93 (4) An application fee according to the approved fee schedule filed with the city
94 clerk. If the proposed encroachment is for a sidewalk café intended to
95 operate on a temporary basis while restaurants are, by ordinance,
96 emergency declaration, or other law, required to maintain physical
97 distancing between patrons or ~~and~~ prohibited from seating patrons at
98 counters due to the 2019 novel coronavirus, no application fee shall be
99 required. Any such sidewalk café for which no application permit fee is paid
100 shall be removed no later than seven days after restaurants are permitted
101 to seat patrons at counters and are no longer required to maintain physical
102 distancing between patrons due to the 2019 novel coronavirus. Upon
103 removal, any sidewalk, parking area, or other public right-of-way shall be
104 restored to its previous use as a sidewalk, parking area, or other public
105 right-of-way.
- 106

107 An encroachment permit or license may be issued pursuant to this section only after
108 demonstrated consideration has been given to any city "Encroachment Design
109 Guidelines" which are on file in the office of the director of public works.

110

- 111 (c) If the application is approved, the applicant may be issued an encroachment
112 permit from the director of public works provided the applicant enters into an
113 encroachment license agreement with the city as set forth in section 98-325.
- 114
- 115 (d) The cost of the encroachment permit shall be equal to the minimum building
116 permit fee as found in the fee schedule on file with the office of the city clerk
117 provided that no permit fee shall be required if the encroachment request is
118 included within another project that requires a building permit. If the proposed
119 encroachment is for a sidewalk café and no application fee was required under
120 Sec. 98-323(b)(4), no permit fee shall be required.
- 121

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

124

125 Passed at meeting: _____

126

127

128

Mayor

129

130

Attest: _____, City Clerk

131

132

Filed as Ordinance: _____

133

134

135

Approved as to form: _____, Assistant City Attorney

136

137

138

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-081

FILED: 03-30-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending Chapter 98 of the Springfield City Code, Article VII, 'Encroachments on City Property,' Section 98-323. 'Certain encroachments authorized by the director of Public Works – Procedures related thereto,' to waive application and permit fees for encroachment permits for temporary sidewalk cafés while restaurants are required to maintain physical distancing between patrons or restaurants are restricted from seating patrons at counters due to the 2019 novel coronavirus. (Staff recommends approval).

BACKGROUND INFORMATION: On March 16, 2020, the Mayor declared a civil emergency in response to the ongoing coronavirus disease 2019 ("COVID-19") pandemic. Also, on that day, City Council adopted Special Ordinance 27293 which prohibited certain public gatherings and authorized the Mayor to issue additional orders amending which public gatherings are prohibited during the pendency of the civil emergency declaration.

The Mayor issued subsequent "Stay at Home:" and "Road to Recover" orders which included limits on customer occupancy of restaurants. Recognizing the impact that these restrictions have had on the ability of restaurants to effectively and efficiently operate, City Council adopted General Ordinance 6596 which provides the opportunity for sidewalk and street cafés to operate on a temporary basis during the Mayor's declaration of civil emergency prior to November 30, 2020, and while restaurant occupancy is restricted to less than one hundred percent occupancy.

City Council adopted General Ordinance 6607 on July 13, 2020, which did not impose a strict formula for occupancy on restaurants, but instead required restaurants to either maintain a physical distance of six feet between groups of patrons dining indoors or install physical barriers between tables or booths and prohibited counter seating. City Council adopted General Ordinance 6619 on October 5, 2020, which included the same restrictions.

General Ordinance 6596 also decreased the amount of general liability insurance required for sidewalk cafés and street cafés and waived the fee for encroachment licenses for the same.

On November 2, 2020, City Council adopted General Ordinance 6623 which removed the deadline of November 30, 2020, from General Ordinance 6607 and permits the temporary sidewalk or street cafés subject to the standards outlined in the Ordinance until restaurants are no longer required to maintain physical distancing between groups of patrons and counter seating is permitted.

This amendment will permit the sidewalk and street cafés subject to the standards outlined in the Ordinance as long as restaurants are required to maintain physical distancing between groups of patrons or are prohibited from using counter seating. The impact of this change will be to permit sidewalk and street cafés subject to this Ordinance and General Ordinance 6596 while the community is in the Red and Yellow phases of the Road to Recovery plan.

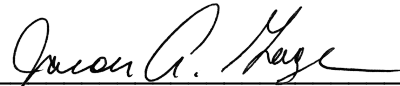
REMARKS: Staff recommends approval

Submitted and Recommended by:

Approved by:



Mary Lilly Smith, Director



Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 03-30-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-082

GENERAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING a one-time variance to the Fuel Adjustment Factor for Under-
2 recovery (Over-recovery) of Prior Fuel Cost Dollars (a/k/a “under-
3 recovery (over-recovery) of fuel costs”), each as described or
4 defined in the Fuel Adjustment Clause (Electric Rates Sheet No. 10
5 of General Ordinance 6139), to be calculated by City Utilities of
6 Springfield, Missouri.
7 _____
8

9 WHEREAS, during the extreme weather events which occurred from February 11
10 through February 20, 2021, City Utilities of Springfield, Missouri (“City Utilities”),
11 incurred dramatically increased market energy purchase costs related to integrated
12 marketplace commitments; and
13

14 WHEREAS, the Board of Public Utilities has recommended that such costs be
15 removed from the “purchased energy” portion of “fuel” as such terms are used in
16 calculating the Under-recovery (Over-recovery) of Prior Fuel Cost Dollars (a/k/a “under-
17 recovery (over-recovery) of fuel costs”) recovered from its customers via the Fuel
18 Adjustment Clause.
19

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

23 Section 1 – Notwithstanding the language of the Fuel Adjustment Clause, the
24 dollar cost of electricity (purchased energy) from Southwest Power Pool, Inc. from
25 February 11 through February 20, 2021, shall be removed from the “purchased energy”
26 portion of “fuel” as such terms are used in calculating the Under-recovery (Over-
27 recovery) of Prior Fuel Cost Dollars (a/k/a “under-recovery (over-recovery) of fuel
28 costs”) when computing the semiannual Fuel Adjustment Factor to be effective for all
29 periods thereafter. For purposes of this Ordinance, “Fuel Adjustment Factor,” “Under-
30 recovery (Over-recovery) of Prior Fuel Cost Dollars,” “under-recovery (over-recovery) of
31 fuel costs,” “purchased” energy” and “fuel” shall be as described or defined in
32 “Attachment 10,” Electric Rates Sheet No. 10 of General Ordinance 6139, Fuel
33 Adjustment Clause.

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: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 082

FILED: 03-30-21

ORIGINATING DEPARTMENT: City Utilities of Springfield, Missouri (“City Utilities”).

PURPOSE: To approve a one-time variance to the Fuel Adjustment Factor for Under-recovery (Over-recovery) of Prior Fuel Cost Dollars (a/k/a “under-recovery (over-recovery) of fuel costs”), each as described or defined in the Fuel Adjustment Clause (Electric Rates Sheet No. 10 of General Ordinance 6139), because of unprecedented energy market charges incurred by City Utilities during February 2021.

BACKGROUND:

Summary of Change

The one-time variance to the Fuel Adjustment Factor proposed in the accompanying Ordinance excludes the dollar cost of purchases from Southwest Power Pool, Inc. from February 11 through February 20, 2021, from the “purchased energy” portion of “fuel” as such terms are used in calculating the Under-recovery (Over-recovery) of Prior Fuel Cost Dollars (a/k/a “under-recovery (over-recovery) of fuel costs”) when computing the semiannual Fuel Adjustment Factor to be effective for all periods thereafter.

Approval of this proposal would result in City Utilities customers not being charged for dramatically increased market energy purchase costs related to integrated marketplace commitments during the extreme weather which occurred from February 11 through February 20, 2021.

Reason for Change

The Fuel Adjustment Clause provides for timely recovery (or refunds) of changes in the cost of fuel from City Utilities’ customers. The clause includes recovery (through base rates and the Fuel Adjustment Factor) of fuel costs for electricity (kWh) sold and costs for fuel used in generation and purchased energy. City Utilities uses a generation fleet with diverse fuel sources which increases reliability, reduces dependence on the transmission grid, and provides local jobs and positive economic impact. This practice also typically limits exposure to fuel constraints, mitigates transmission congestion risk, and protects City Utilities’ customers from extreme market prices.

City Utilities is a member of Southwest Power Pool (“SPP”) Integrated Marketplace, which acts as a clearinghouse to distribute energy-generating units. As such, all of City Utilities’ available units must be offered into the market and all energy used by its customers is purchased from the market. City Utilities pays and receives market pricing, so its units act as a hedge on market prices.

Extreme market pricing was experienced and is being reviewed by SPP for transactions that occurred from February 11 through February 20, 2021, due to the record-setting cold weather experienced across the Midwest. City Utilities was able to sell excess energy to the integrated marketplace during such period, which provided City Utilities with the opportunity to recover some purchased energy costs (normally included in the Fuel Adjustment Factor) from non-City Utilities customers. City Utilities' integrated marketplace sales exceeded its purchases during such period since its combined electric generation and purchased energy was greater than its customers' needs, so its purchased energy costs for electricity purchased from SPP for the same period have already been recovered through the market (non-City Utilities customers). As a result of this isolated event, City Utilities is requesting a one-time variance to exclude these specific costs from the Fuel Adjustment Factor.

REMARKS:

The Board of Public Utilities of the City of Springfield, Missouri (the "Board"), discussed this issue at its regular meeting held on March 25, 2021. It determined that the dramatically increased cost of market energy purchases from February 11 through February 20, 2021, warrants a variance from the Fuel Adjustment Factor if approved by City Council.

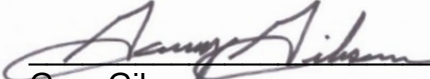
The Board is recommending that the dollar cost of electricity (purchased energy) purchased from Southwest Power Pool, Inc. from February 11 through February 20, 2021, be removed from the Fuel Adjustment Factor for all periods thereafter, as provided in the accompanying Ordinance. This would serve to reduce the impact of the extreme weather events experienced during February 2021 on City Utilities' customers' monthly bills.

Submitted by:



Amy Derdall,
Vice President-CFO

Approved by:



Gary Gibson,
General Manager-CEO

One-rdg. _____
P. Hmgs. _____
Pgs. 5
Filed: 03-30-21

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 - 088

SPECIAL ORDINANCE _____

AN ORDINANCE

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

WHEREAS, the City of Springfield, Missouri (the "City") entered into an Employment Agreement ("Agreement") with Anita J. Cotter ("Cotter"), effective December 10, 2018, setting out the terms and conditions of her employment as City Clerk, and City Council pursuant to Article II, Section 2.16(38) of the City Charter exercised its power as enumerated in the City Charter and adopted the Agreement as a final and binding Agreement between the City and Cotter; and

WHEREAS, a First Amendment to the Agreement was authorized by City Council in Special Ordinance 27217 adopted on August 12, 2019; and

WHEREAS, the City desires to amend the Agreement by and between the City and Cotter as set forth in the Second Amendment to the Agreement (the "Second Amendment") and authorize payment of salary and benefits to Cotter in accordance with the provisions set forth in the Second Amendment.

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

Section 1 – The Second Amendment to the Agreement attached hereto and incorporated herein as "Exhibit A" is hereby adopted by City Council as a final and binding Second Amendment by and between the City and Cotter for a term and duration as set forth within the terms of the Agreement, as now amended, authorizing the payment of salary and benefits to Cotter in accordance with the provisions set forth therein. The Mayor is hereby authorized to execute the Second Amendment to the Agreement.

34 Section 2 – This Ordinance shall be in full force and effect immediately after its
35 adoption by City Council.

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44
45 Filed as Ordinance: _____

46
47
48 Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2021 - 088

FILED: 03-30-21

ORIGINATING DEPARTMENT: Human Resources Department

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

BACKGROUND INFORMATION: City Council appointed Anita Cotter ("Cotter") to serve as City Clerk effective May 17, 2015. The current Employment Agreement is being amended with the Second Amendment attached as "Exhibit A," which sets forth the terms and conditions of employment of Cotter as City Clerk. The Agreement and Second Amendment also authorize the payment of salary and benefits in accordance with the provisions set forth therein. The Second Amendment will be effective upon approval by the City Council.

Submitted by:



Darla Morrison, Director of Human Resources

Approved by:



Ken McClure, Mayor

Exhibit A

SECOND AMENDMENT TO PARAGRAPH 5 – COMPENSATION OF THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND ANITA J. COTTER

THIS SECOND AMENDMENT to PARAGRAPH 5 of the EMPLOYMENT AGREEMENT between the City of Springfield, Missouri (“the City” or “Employer”) and Anita J. Cotter, City Clerk (“Cotter” or “Employee”), dated December 10, 2018 (the “Agreement”), is entered into by and between the City and Cotter as of the date and year first written below (the “Second Amendment”).

WHEREAS, the City and Cotter are parties to a certain Employment Agreement executed and effective as of December 10, 2018 (the “Agreement”); and

WHEREAS, the City and Cotter wish to amend a certain provision of the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective as of the date approved by City Council, Paragraph 5 – Compensation, of the Agreement, is hereby deleted in its entirety and the following is inserted in its place:

PARAGRAPH 5 – COMPENSATION

5. **Compensation.** For all services provided to the City by Employee during Employee’s employment hereunder, Employee shall be paid the following compensation: Beginning April 19, 2021, One Hundred Eleven Thousand Six Hundred Seventeen Dollars (\$111,617.00) annually, payable in equal installments not less often than biweekly (“Base Compensation”). Thereafter, Employee’s annual Base Compensation will be reviewed by City Council in conjunction with the City’s fiscal year and Employee’s performance shall also be evaluated by City Council, and increases in annual Base Compensation, if any, shall be based on Employee’s performance, budgetary guidelines, market comparability, or for other reasons as desired by City Council. In addition, Employee shall receive longevity pay in the annual amount of One Thousand Two Hundred Dollars (\$1,200.00) based on years of service. The compensation provided in this paragraph shall be in addition to the benefits and other remunerations that are set forth in this Agreement.

2. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date and year first written below.

Date

Anita J. Cotter

"Cotter" or "Employee"

The City of Springfield, Missouri

By: _____

Ken McClure, Mayor

"the City" or "Employer"

One-rdg. _____
P. Hrngs. _____
Pgs. 16
Filed: 03-30-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-083

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Ward Branch Subdivision, generally located at
4 851 West Farm Road 182, upon the applicant filing and recording a
5 final plat that substantially conforms to the preliminary plat; and
6 authorizing the City Clerk to sign the final plat upon compliance with
7 all the terms of this Ordinance. (Staff recommends that City Council
8 accept the public streets and easements.)
9 _____

10
11 WHEREAS, an original preliminary plat of Ward Branch Subdivision, dated
12 February 23, 2021, is on file with the City's Department of Planning and Development;
13 and
14

15 WHEREAS, on March 11, 2021, the Planning and Zoning Commission of the City
16 of Springfield, Missouri, conditionally approved the Preliminary Plat of Ward Branch
17 Subdivision, which is generally located at 851 West Farm Road 182.
18

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

22 Section 1 – City Council hereby authorizes the Director of Planning and
23 Development, on behalf of the City of Springfield, to accept the land, easements, and
24 improvements dedicated to the City, as shown on the Preliminary Plat of Ward Branch
25 Subdivision, which is generally located at 851 West Farm Road 182, as approved by the
26 Planning and Zoning Commission. The original plat of Ward Branch Subdivision is on
27 file in the Department of Planning and Development ("Approved Preliminary Plat"), a
28 reduced version of which is attached hereto for general reference as "Exhibit B -
29 Attachment 3," and all of "Exhibit B" including attachments, is incorporated herein by
30 this reference.
31

32 Section 2 – The Director of Planning and Development shall be authorized to
33 accept the land, easements, and improvements dedicated to the City, as shown on said

plat, upon the applicant filing and recording a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of the above written conditions.

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

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

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

EXPLANATION TO COUNCIL BILL 2021 - 083

FILED: 03-30-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Ward Branch Subdivision, generally located at 851 West Farm Road 182, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Ward Branch Subdivision dated February 23, 2021, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 4."
- B. The Planning and Zoning Commission held a public hearing on March 11, 2021, and approved the preliminary plat by a vote of 6 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per

the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

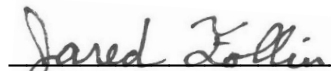
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan designates this area as Low-Density Housing and Medium/High Density Housing. The subdivision divides the property in a way that facilitates the development for a single-family residential neighborhood which is an appropriate use under Low-Density housing. The Major Thoroughfare Plan classifies West Farm Road 182 as a secondary arterial which supports the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:



Jared Follin, Associate Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Preliminary Plat

Exhibit A

**RECORD OF PROCEEDINGS
PRELIMINARY PLAT – WARD BRANCH SUBDIVISION
Planning and Zoning Commission – March 11, 2021**

Preliminary Plat of Ward Branch Subdivision
851 West Farm Road 182

Applicant: Burning Tree Consulting, LLC

Mr. Hosmer stated that this is a request to approve a preliminary plat for a forty-lot residential subdivision located at 851 West Farm Road 182. The Comprehensive Plan identifies this area for Low Density Medium/High Density Housing. The Transportation Plan classifies Farm Road 182 as a secondary arterial roadway. The property is not located in a FEMA designated floodplain but there will be a stream buffer area requirement. A fee in lieu of on-site stormwater detention will not be allowed. There will be detention onsite. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Jared Davis, representative and here to answer any questions.

Mr. Titus Williams, representative and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** item Preliminary Plat of Ward Branch Subdivision (851 West Farm Road 182). Mr. Knuckles seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, and Bruce. Nays: None. Abstain: None. Absent: Ogilvy and Broekhoven.



Bob Hosmer, AICP
Planning Manager

Exhibit B

Development Review Staff Report

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

MARCH 11, 2021

APRIL 5, 2021

CASE: Preliminary Plat of Ward Branch Subdivision

ACRES: 9.87

LOCATION: 851 West Farm Road 182

EXISTING LAND USE: Single-Family Home

APPLICANT: Burning Tree Consulting, LLC

STAFF: Jared Follin, Associate Planner
 417-864-1612

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:

The applicant is proposing a preliminary plat for a forty-lot residential subdivision named "Ward Branch Subdivision" to facilitate development of the property.

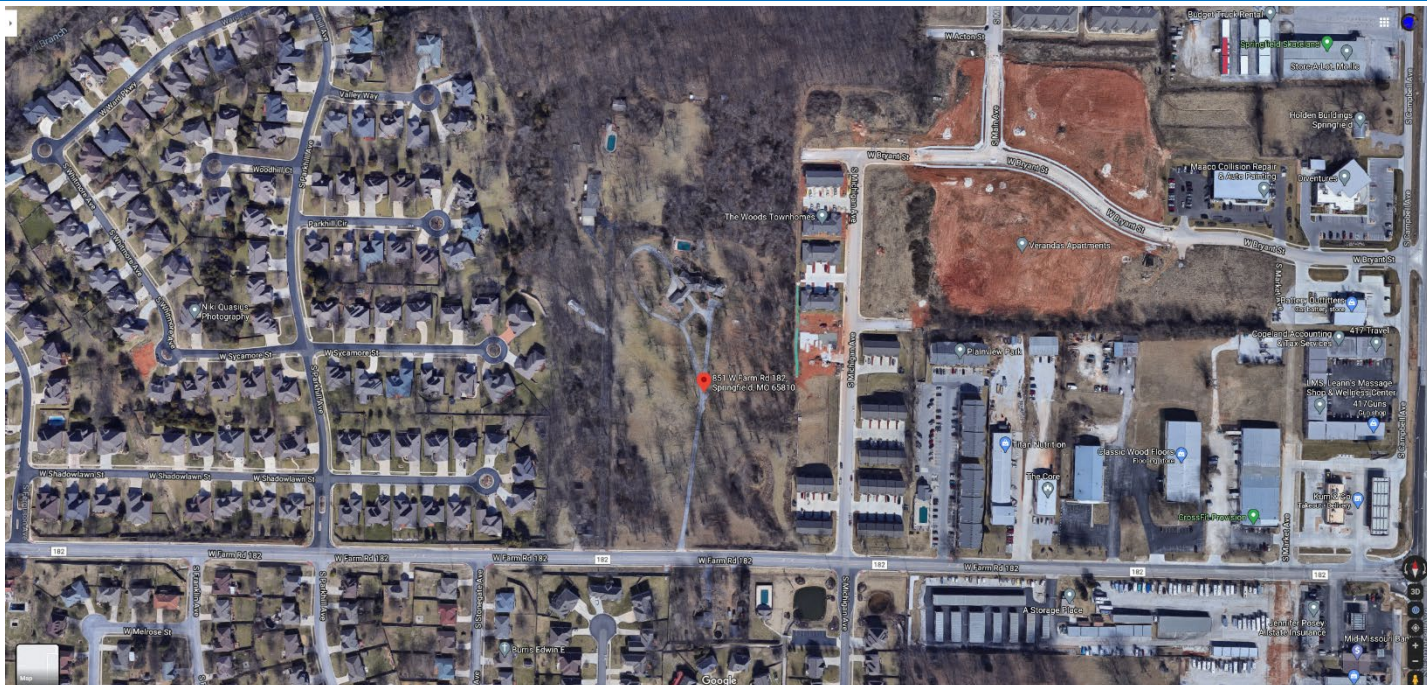
FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	County R-1	R-LD	County R-1
LAND USE	Single-Family Residential	Single-Family Residential	Townhomes	Single-Family Residential

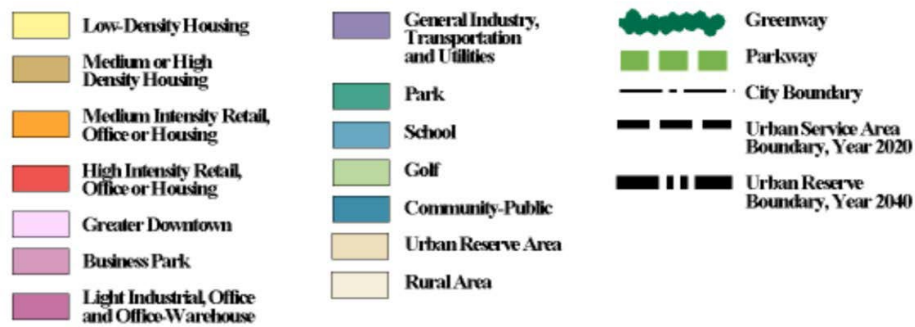
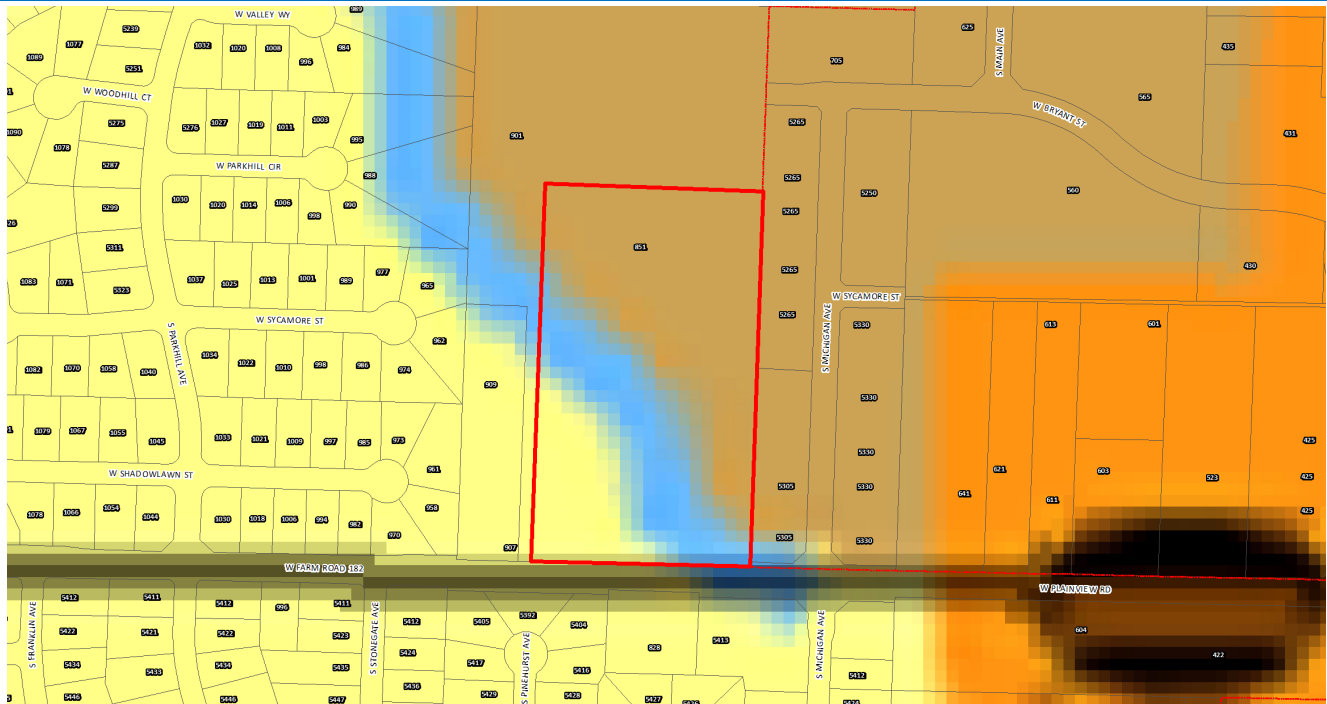
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was annexed into the City of Springfield in 2020. The property is currently in the process of being rezoned to Single-Family Residential.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL
Minimum Lot Size	6,000 square feet
Maximum Structure Height	35 feet or two and one-half stories above the finished grade
Front Yard Setback	15 feet
Side and Rear Setbacks	Side – 5 feet Rear – 10% of lot depth
Street Classification	West Farm Road 182 – Secondary Arterial
Sidewalks (Per Sec.36-471)	There is not existing sidewalk along the property frontage of W. Farm Road 182. The existing infrastructure meets current City Standards. Sidewalk is required to be constructed along W. Farm Road 182 if required by Greene County since Farm Road 182 is under their jurisdiction. Sidewalks are required to be constructed along both S. Pinehurst Avenue and S. Dayton Avenue.
Open Space Requirement	None

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* designates this area as Low-Density Housing and Medium/High Density Housing. The subdivision divides the property in a way that facilitates the development for a single-family residential neighborhood which is an appropriate use under Low-Density housing. The Major Thoroughfare Plan classifies West Farm Road 182 as a secondary arterial which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 9.87 acres of property into a forty-lot residential subdivision named "Ward Branch Subdivision."
2. The proposed internal streets are oriented in a way to allow for a potential future connection to the north.
3. The proposed lots meet all the requirements of the City's Subdivision Regulations.
4. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. The Preliminary Plat drawing can be found in Attachment 3

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

DEPARTMENT COMMENTS:

ATTACHMENT 1

AT&T

1. AT&T APPROVES 10' UTILITY EASEMENTS AS SHOWN.

CITY UTILITIES COMMENTS:

1. No issues with prelim plat. CU can provide Elec/Gas/Water to proposed development.

CLEAN WATER SERVICES COMMENTS:

1. Public improvement plans required for public sewer. According to city code section 120.72.a, public sewer must be adjacent to each lot. No proposed sewer shown on the plat to serve lot 26.
2. Public improvement plans to be designed and constructed to city specs. Submit public improvement plans for review. Engineering and inspection fees of 5.34% of the approved contract amount must be paid prior to filing the plans.
3. Additional review of the sewer horizontal alignment and vertical profile will be done when plans are submitted.
4. The public improvements must be approved and constructed or escrowed before any building permits can be issued according to city code section 98-12(b)(c) Private Construction of Public Improvements and section 98-14. - Assurance for completion of Public Improvements.

Previous comments regarding lot 26 addressed. Each lot is served by proposed sewer. 2. Other comments still apply but the preliminary plat is approvable.

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

1. There is no issues with stormwater with preliminary plat. Some of the stream buffer shown will need to be modified as part of the final plat per the stream buffer checklist uploaded to the reports folder.

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.

The city is not aware of a sinkhole at this location.

A fee in lieu of on-site stormwater detention **will not be allowed and detention is required.**

The property **does have a stream buffer on site.**

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 per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.
5. If the property has a sinkhole on the property a geotechnical report is required per Chapter 11 Section 2 of the stormwater design criteria manual.

6. If the property has a stream buffer the property owner may be required to provide a stream buffer easement per Chapter 8 Section 4.1.3.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

1. Chapter 36-243 of the subdivision regulations requires streets to be carried to the property lines of unsubdivided property. Branch Circle needs to be carried to the northern property line to make a future street connection.
2. Sidewalks are required to be constructed and need to be shown on the plat.
3. All public improvements are required to be constructed and approved or funds escrowed prior to approval of the final plat.
4. Farm Road 182 is under jurisdiction of Greene County. They will permit the street connections.
5. Mulberry Avenue needs to be changed to Dayton Avenue as there is a continuation to the south and eventually to the north and Branch Circle needs to be renamed Pinehurst Avenue.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Farm Road 182 as a Secondary Arterial roadway. The standard right-of-way width for W. Farm Road 182 is 35 feet from the centerline based on city standards. Farm Road 182 is under jurisdiction of Greene County and the existing right of way meets their standards. No additional right of way is needed. W. Farm Road 182 is a county-maintained street. The two new streets shown in the subdivision (S. Pinehurst Avenue and S. Dayton Avenue) will be classified as local streets and maintained by the City. S. Pinehurst Avenue and S. Dayton Avenue are required to have 50-feet of right-of-way for the full width, 25-ft from the centerline.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Farm Road 182. Any new proposed driveway approaches must meet the minimum spacing requirements for a secondary arterial based on Greene County standards.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Farm Road 182. The existing infrastructure meets current City Standards. Sidewalk is required to be constructed along W. Farm Road 182 if required by Greene County since Farm Road 182 is under their jurisdiction. Sidewalks are required to be constructed along both S. Pinehurst Avenue and S. Dayton Avenue.

IMPROVEMENTS

A Traffic Impact Study was not required, as the change in zoning is just from county residential to city single family. Public Improvement Plans will be required for the new streets (S. Pinehurst Avenue and S. Dayton Avenue) shown on the plat.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	W. Farm Road 182	Secondary Arterial	No	30	30 (Greene County)
Street 2	S. Pinehurst Avenue	Local		25	25
Street 3	S. Dayton Avenue	Local		25	25

PUBLIC WORKS TRANSPORTATION DIVISION COMMENTS:

1. IF required, Public Improvement Plans must be constructed and accepted prior to approval of the final plat and/or issuance of the Building Permit. A security (cash escrow, letter of credit, or performance bond) can be utilized in lieu

of the construction of Public Improvements prior to approval of final plat or issuance of a building permit. Generally, most securities will be approved, but are reviewed on a case-by-case basis as outlined in City Code Sect. 98-14. IF securities are utilized, you will have one year to construct the submitted and approved public improvements (3 years for sidewalk) after approval of the final plat or issuance of the building permit. If securities are desired, please see the link below to complete a Request to Secure Public Improvements Form and the Security Checklist which provides links to forms and more information on the process. It is highly recommended you contact Austin Biellier (abiellier@springfieldmo.gov) or Brett Foster (bfoster@springfieldmo.gov) for more detailed information and instructions if you desire to submit securities. After public works plans are approved and fees are paid, securities will take approximately two weeks for approval after all correct documents are received. Please make sure to plan accordingly for this approval period.

Please see the link to the application below which can be copied and pasted into your internet browser:

<http://www.springfieldmo.gov/DocumentCenter/View/19701>

<https://www.springfieldmo.gov/DocumentCenter/View/19702/Checklist-for-Escrow-Submittal-for-Public-Improvements?bidId=>

MEDIAMCOM

1. Mediacom will be able to provide internet, phone and video services to this area.

GREENE COUNTY HIGHWAY DEPARTMENT:

1. Please add stub street connection to the north property line to connect to future extension of Bryant St.

GCHD comments have been addressed.

CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

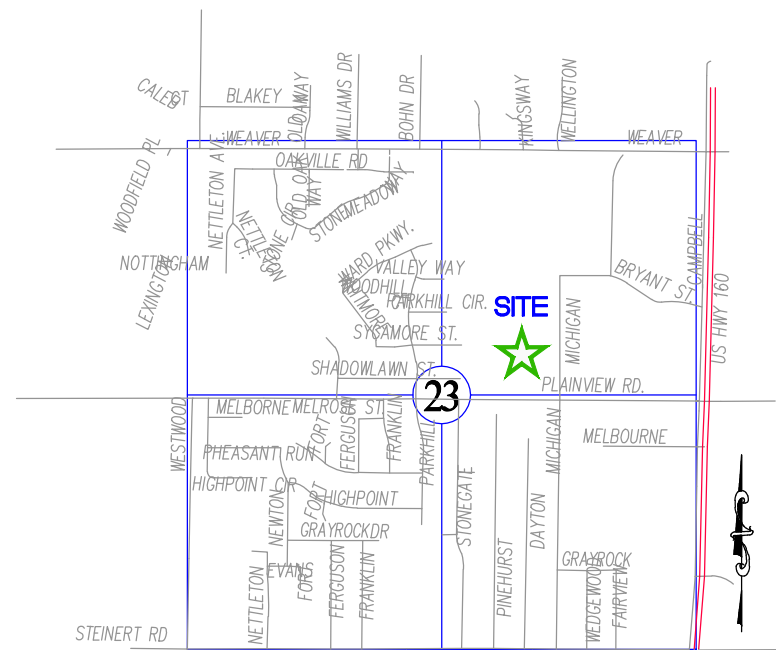
1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

WARD BRANCH SUBDIVISION

BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 23, TOWNSHIP 28 NORTH, RANGE 22 WEST,
IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
PRELIMINARY PLAT

ATTACHMENT 3



LOCATION SKETCH

SEC. 23, T28N, R22W

SCALE: 1"=2000'

LEGEND OF SYMBOLS AND ABBREVIATIONS

①	INTERNAL ANGLE # (SEE TABLE)	WV	WATER VALVE
SS	SANITARY SEWER LINE	GV	GAS VALVE
E	OVERHEAD ELECTRIC	WM	WATER METER
G	GAS LINE	TR	TELEPHONE RISER
WS	WATER SERVICE	ED	ELECTRIC RISER
UT	UNDERGROUND TELEPHONE	RD	ROOF DRAIN
UE	UNDERGROUND ELECTRIC	TRANS	TRANSFORMER PAD
X	FENCE LINE	MM	SANITARY MANHOLE
⊙	FIRE HYDRANT	RWM	RIGHT-OF-WAY MARKER
⊙	LIGHT POLE	IP	FOUND IRON PIN
P.O.C.	POINT OF COMMENCEMENT	OP	SET IRON PIN
		P.O.B.	POINT OF BEGINNING
		PM	PERMANENT MONUMENT
LINE LABELS	MEASURED 100' M DEED 100' D RECORD 100' R		TREELINE

CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DIRECTION	CHORD LENGTH
C1	10.59'	65.00'	S06°48'34"W	10.58'
C2	37.73'	65.00'	S28°06'32"W	37.21'
C3	40.09'	65.00'	S62°24'36"W	39.46'
C4	13.69'	65.00'	S86°06'54"W	13.67'
C5	23.56'	15.00'	S47°08'45"W	21.21'
C6	23.56'	15.00'	N42°50'59"W	21.21'

STREAM BUFFER AREAS

STREAM BUFFER AREAS DEDICATED FOR THE PROTECTION OF STORMWATER RUNOFF QUALITY, STREAM PRESERVATION, AND FLOOD CONTROL. THE PROPERTY OWNER MAY FULLY USE AND ENJOY THE LAND WITHIN THE STREAM BUFFER AREA PROVIDED THAT SUCH USE IS IN ACCORDANCE WITH CHAPTER 96 OF THE SPRINGFIELD CITY CODE, AS AMENDED, AND THE FLOOD CONTROL AND WATER QUALITY PROTECTION MANUAL, AS AMENDED. MAINTENANCE, REPAIR, AND RESTORATION, IF NECESSARY, OF THE STREAM BUFFER AREA IS THE RESPONSIBILITY OF THE PROPERTY OWNER AND SHALL BE CONDUCTED IN ACCORDANCE WITH THE FLOOD CONTROL AND WATER QUALITY PROTECTION MANUAL.

ZONING DATA

SUBJECT PROPERTY IS ZONED R-SF (SINGLE-FAMILY RESIDENTIAL DISTRICT).

BUILDING SETBACK LINES:

FRONT YARD: 25 FEET ALONG A STREET CLASSIFIED AS A COLLECTOR OR HIGHER CLASSIFICATION OR AS REQUIRED BY SECTION 36-453.
15 FEET ALONG A STREET CLASSIFIED AS A LOCAL STREET OR AS REQUIRED BY SECTION 36-453.

SIDE YARD: 5 FEET OR AS REQUIRED BY SECTION 36-453.

REAR YARD: 10 PERCENT OF THE LOT DEPTH, BUT MAY NOT BE LESS THAN 10 FEET NOR SHALL MORE THAN 20 FEET BE REQUIRED.

NOTES

LOT SIZE
LARGEST - LOT 13 = 11,688± SQ. FT. (0.27± ACRES)
SMALLEST - LOT 27 = 6,000± SQ. FT. (0.14± ACRES)
TOTAL SQUARE FOOTAGE OF DEVELOPMENT = 429,991± SQ. FT.
TOTAL ACRES OF DEVELOPMENT = 9.87± ACRES
TOTAL NUMBER OF LOTS = 40
DATE OF PRELIMINARY PLAT SUBMITTAL =
DATE OF FINAL PLAT SUBMITTAL =
OWNERSHIP = BOOK 2018, PAGE 008993-18

METERS TO U.S. FEET CONVERSION 3.28083333 "GRID".

MAINTENANCE OF ANY AREA REFERRED TO AS DRAINAGE EASEMENT OR DRAINAGE DETENTION IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

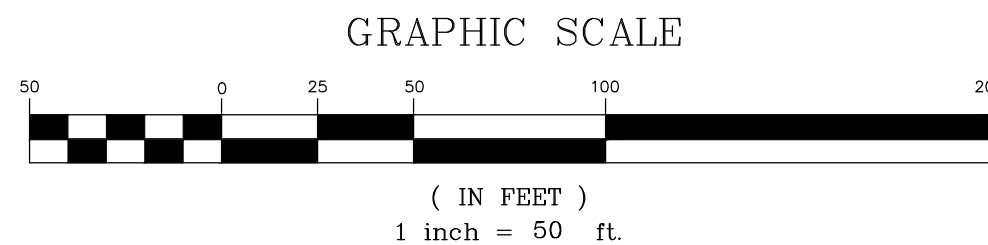
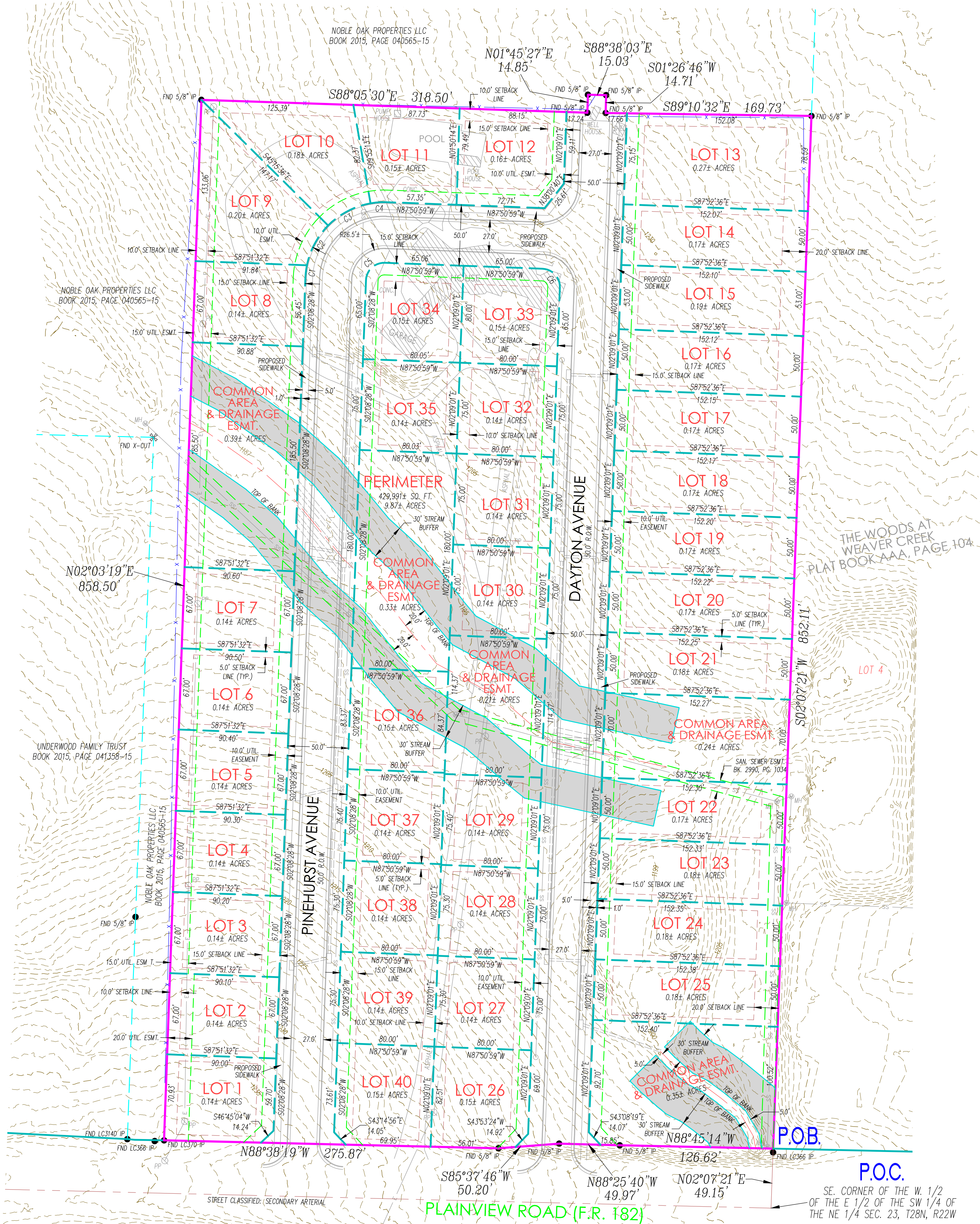
INSTALLATION OF IRON PINS ON ALL LOT CORNERS WILL BE COMPLETED UPON COMPLETION OF UTILITIES INSTALLATIONS.

UTILITY NOTE:

THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 2207204556, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 17, 2010, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS.



STORMWATER DETENTION/WATER QUALITY

WATER QUALITY WILL BE PROVIDED PER CITY OF SPRINGFIELD DESIGN REGULATIONS. A FINAL DETENTION DESIGN WILL BE COMPLETED ONCE BUILDING PLANS ARE SUBMITTED TO THE CITY OF SPRINGFIELD.

DETENTION WILL BE ANALYZED AT THE TIME OF DEVELOPMENT.

SURVEY DESCRIPTION

THAT CERTAIN PARCEL OR TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 28 NORTH, RANGE 22 WEST IN GREENE COUNTY, MISSOURI AND RECORDED IN BOOK 2018, PAGE 008993-18 OF THE GREENE COUNTY RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 28 NORTH, RANGE 22 WEST; THENCE ALONG THE EAST LINE OF SAID WEST ONE-HALF OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER NORTH 02°07'21" EAST, 49.15 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY OF FARM ROAD 182, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTH RIGHT-OF-WAY OF FARM ROAD 182 THE FOLLOWING COURSES, NORTH 88°45'14" WEST, 126.62 FEET; THENCE NORTH 88°25'40" WEST, 49.97 FEET; THENCE SOUTH 85°37'46" WEST, 50.20 FEET; THENCE NORTH 88°38'19" WEST, 275.87 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2015, PAGE 040565-15 OF THE GREENE COUNTY RECORDER'S OFFICE; THENCE LEAVING SAID NORTH RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID TRACT OF LAND NORTH 02°03'19" EAST, 858.50 FEET; THENCE ALONG THE SOUTH LINE OF SAID TRACT OF LAND THE FOLLOWING COURSES, SOUTH 88°05'30" EAST, 318.50 FEET; THENCE NORTH 01°45'27" EAST, 14.85 FEET; THENCE SOUTH 88°38'03" EAST, 15.03 FEET; THENCE SOUTH 01°26'46" WEST, 14.71 FEET; THENCE SOUTH 89°10'32" EAST, 169.73 FEET TO A POINT LYING ON THE WEST LINE OF THE WOODS AT WEAVER CREEK, PHASE II, A RECORDED SUBDIVISION AT PLAT BOOK AAA, PAGE 245 IN THE GREENE COUNTY RECORDER'S OFFICE; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION, SOUTH 02°07'21" WEST, 852.11 FEET TO THE POINT OF BEGINNING, CONTAINING 429,991 SQUARE FEET OR 9.87 ACRES, MORE OR LESS, ALL LYING IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 28 NORTH, RANGE 22 WEST, IN GREENE COUNTY, MISSOURI, BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

SURVEYOR'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS:

THAT I, KENT R. PETERSON, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, PREPARED BY ANDERSON ENGINEERING, INC. DATED JANUARY 22, 2021 AND SIGNED BY KENT R. PETERSON, PLS NO. 2659 AND THAT THE MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE SUPERVISION OF KENT R. PETERSON, PLS NO. 2659 IN ACCORDANCE WITH THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, DATE OF LAST REVISION FEBRUARY 23, 2021.

ANDERSON ENGINEERING, INC. LC 62 BY:

Kent R. Peterson
KENT R. PETERSON, PLS NO. 2659



2-23-2021
DATE PREPARED

PREPARED BY

KENT R. PETERSON, PLS
ANDERSON ENGINEERING, INC.
3213 S. WEST BYPASS
SPRINGFIELD, MO. 65807

OWNER AND DEVELOPER

BURNING TREE CONSULTING, LLC
1414 E. PRIMEROSE, STE 100
SPRINGFIELD, MO. 65804



FIELD: CB
DRAWN: BAC
CHECKED: KRP
DATE: 1-22-2021
FIELD BK:
JOB NO: 20SP10010

COA #000062

3213 S. WEST BYPASS
SPRINGFIELD, MISSOURI 65807
PHONE (417) 866-2741
FAX (417) 866-2778

20SP10010PP
SHT. 1 OF 1 REV.

One-rdg. _____
P. Hrngs. _____
Pgs. 19
Filed: 03-30-21

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-084

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Terragreen Condominium Plat Phase IV,
4 generally located at 2305 South Blackman Road, upon the applicant
5 filing and recording a final plat that substantially conforms to the
6 preliminary plat; and authorizing the City Clerk to sign the final plat
7 upon compliance with all the terms of this Ordinance. (Staff
8 recommends that City Council accept the public streets and
9 easements.)
10 _____
11

12 WHEREAS, an original preliminary plat of Terragreen Condominium Plat Phase
13 IV, dated January 18, 2021, is on file with the City's Department of Planning and
14 Development; and
15

16 WHEREAS, on March 11, 2021, the Planning and Zoning Commission of the City
17 of Springfield, Missouri, conditionally approved the Preliminary Plat of Terragreen
18 Condominium Plat Phase IV, which is generally located at 2305 South Blackman Road.
19

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

23 Section 1 – City Council hereby authorizes the Director of Planning and
24 Development, on behalf of the City of Springfield, to accept the land, easements, and
25 improvements dedicated to the City, as shown on the Preliminary Plat of Terragreen
26 Condominium Plat Phase IV, which is generally located at 2305 South Blackman Road,
27 as approved by the Planning and Zoning Commission. The original plat of Terragreen
28 Condominium Plat Phase IV is on file in the Department of Planning and Development
29 (“Approved Preliminary Plat”), a reduced version of which is attached hereto for general
30 reference as “Exhibit B - Attachment 4,” and all of “Exhibit B” including attachments, is
31 incorporated herein by this reference.
32

33 Section 2 – The Director of Planning and Development shall be authorized to

34 accept the land, easements, and improvements dedicated to the City, as shown on said
35 plat, upon the applicant filing and recording a final plat in accordance with this
36 Ordinance and the Subdivision Regulations of the City, which final plat shall
37 substantially conform to the Approved Preliminary Plat, including those conditions
38 described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying
39 to the Director of Planning and Development and the City Clerk that the public
40 improvements have been made in accordance with City standards and specifications.
41 Said public improvements shall not be accepted until the occurrence of the above
42 written conditions.
43

44 Section 3 – The final plat shall not be recorded until: (1) the public improvements
45 relating to the Approved Preliminary Plat have been constructed according to the
46 specifications of the City of Springfield, Missouri, and are approved by the Director of
47 Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned
48 by or in connection with the construction of said improvements have been paid to the
49 City; or (2) in lieu of the construction of the improvements, that the Applicant has filed
50 with the City Manager, according to the terms of the Subdivision Regulations of the City,
51 the prescribed financial assurances in a form acceptable to the City to ensure the
52 construction of the improvements and the payment to the City of all engineering fees,
53 permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the
54 construction of the improvements.
55

56 Section 4 – Upon compliance with all the requirements of this Ordinance,
57 including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby
58 authorized to endorse City Council's approval upon the final plat pursuant to Section
59 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public
60 Improvements contained therein.
61

62 Section 5 – This Ordinance shall be in full force and effect from and after its
63 passage.
64

65 Passed at meeting: _____
66

67 _____
68 Mayor
69

70 Attest: _____, City Clerk
71

72 Filed as Ordinance: _____
73

74 _____
75 Approved as to form: _____, Assistant City Attorney
76

77 _____
78 Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 084

FILED: 03-30-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Terragreen Condominium Plat Phase IV, generally located at 2305 South Blackman Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Terragreen Condominium Plat Phase IV dated January 18, 2021, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 4."
- B. The Planning and Zoning Commission held a public hearing on March 11, 2021, and approved the preliminary plat by a vote of 6 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and

hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.
7. The portion of the drainage easement that is encroaching into the newly proposed Unit 2 must be relinquished and recorded before the recording of the final plat.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

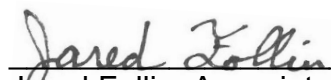
Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan designates this area as Medium/High Density Housing. The subdivision divides the property in a way that facilitates the development for office development. Despite the plan designating this area for housing, the Planned Development was designed to establish a low-intensity office development to serve the nearby residential uses. The Major Thoroughfare Plan classifies East Seminole Street as a Local Street and South Blackman Road as a Secondary Arterial, which supports the proposed land use.

REMARKS:

Staff recommends approval.
Submitted by:



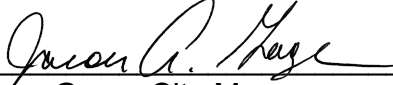
Jared Follin, Associate Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Engineering Report

Attachment 4, Preliminary Plat

Exhibit A

**RECORD OF PROCEEDINGS
PRELIMINARY PLAT – TERRAGREEN CONDOMINIUMS PHASE IV
Planning and Zoning Commission – March 11, 2021**

Preliminary Plat of Terragreen Condominiums Phase IV
2305 South Blackman Road

Applicant: Blackman Road Properties, LLC

Mr. Hosmer stated that this is a request to approve a condominium preliminary plat in Planned Development 313 located at 2305 South Blackman Road. The Comprehensive Plan identifies this as an appropriate area for Medium, High Density Housing, however the zoning to PD 313 allows offices. The Transportation Plan classifies Seminole Street as a Local Street and South Blackman Road as a Secondary Arterial roadway. The property is not located in a FEMA designated floodplain or a stream buffer area. Onsite detention is already provided. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Ms. Jane Earnhart, representative and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** item Preliminary Plat of Terragreen Condominiums Phase IV (2305 South Blackman Road). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, and Bruce. Nays: None. Abstain: None. Absent: Ogilvy and Broekhoven.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

MARCH 11, 2021
APRIL 5, 2021



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

The applicant is proposing a condominium preliminary plat in order to modify the boundary of an existing vacant condominium unit, designated as Unit 2, to facility development of the space. No other changes to the existing condominium plat are being proposed. The plat will be entitled as "Terragreen Condominiums Phase IV."

1. The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	PD 313	R-SF
LAND USE	Church	Vacant/Stormwater Detention	General Office/Medical Office	School

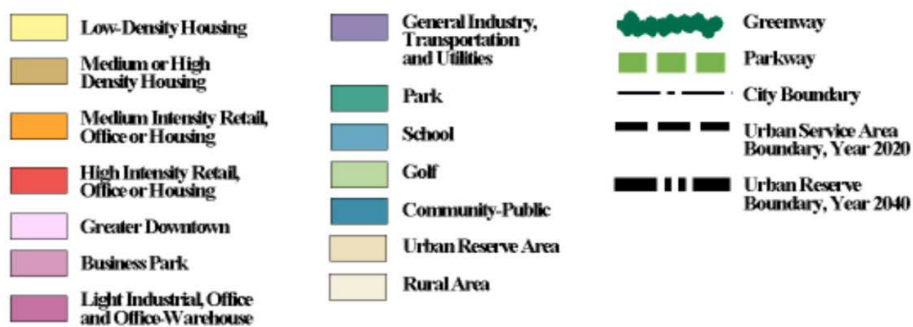
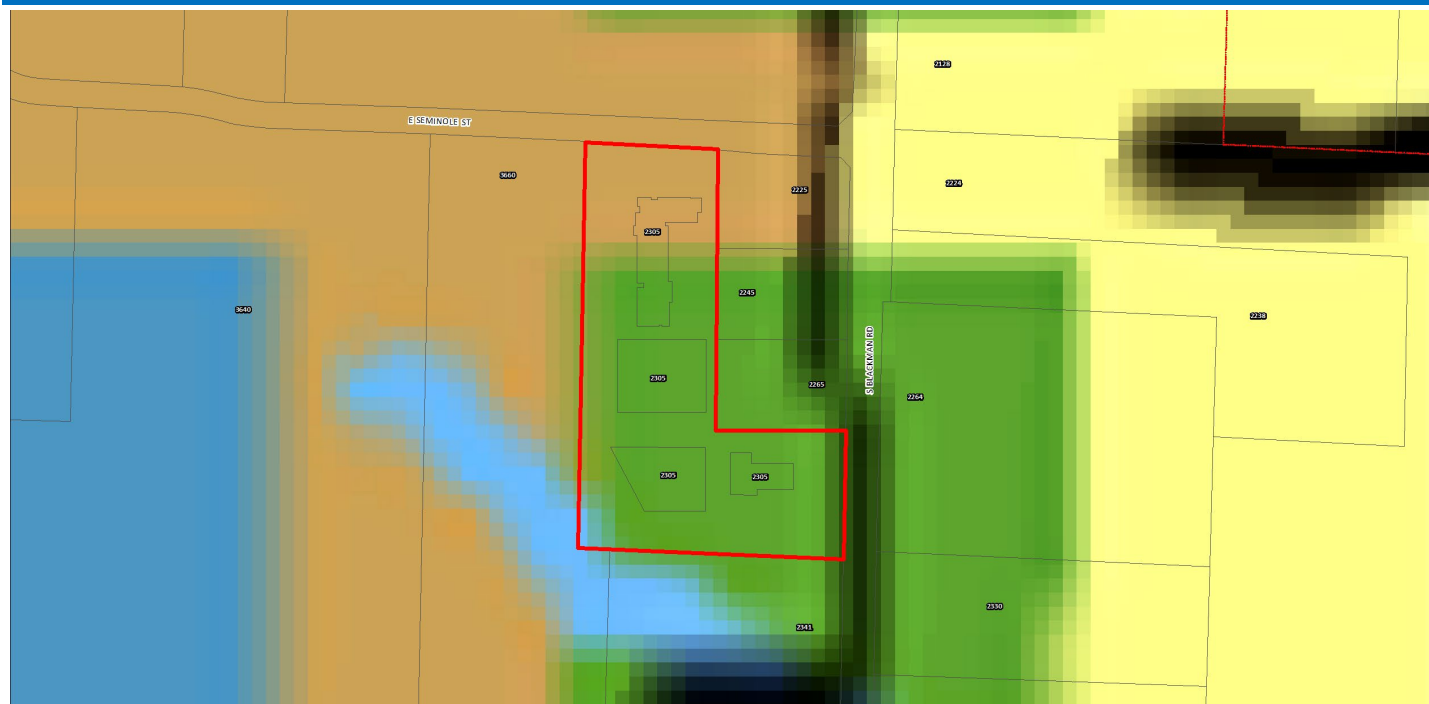
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was annexed into the City of Springfield in 1989. It has been subdivided several times, with the first occurring in 2007. In 2009, the property was first converted to a condominium and has since been through several phases.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR PLANNED DEVELOPMENT 313
Minimum Lot Size	N/A
Maximum Structure Height	35 feet
Front Yard Setback	25 feet
Side and Rear Setbacks	Side –10 feet Rear – 10 feet, unless buildings shares a common wall with a side lot line.
Street Classification	Blackman Road – Secondary Arterial Seminole Street – Local Street
Sidewalks (Per Sec.36-471)	There is existing sidewalk along the property frontage on S. Blackman Road and E. Seminole Street. The existing infrastructure meets current City Standards.
Open Space Requirement	See Exhibit 1 of Planned Development 313

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* designates this area as Medium/High Density Housing. The subdivision divides the property in a way that facilitates the development for office development. Despite the plan designating this area for housing, the Planned Development was designed to establish a low-intensity office development to serve the nearby residential uses. The Major Thoroughfare Plan classifies East Seminole Street as a Local Street and South Blackman Road as a Secondary Arterial, which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to amend the existing condominium plat, consisting of 5.922 acres, to enlarge an existing condominium unit (Unit 2) in order to accommodate the footprint of a proposed office building.
2. The proposed change to Unit 2 will adjust the western property line approximately 37.5 feet to the west and increase its size to 0.5 acres. It was previously 0.4 acres in size. No other changes will be made to the existing condominium subdivision.
3. Due to the enlargement of Lot 2, a portion of the existing drainage easement southwest of Unit 2 must be relinquished. A relinquishment of easement case (RE 909) is running concurrently with this plat to modify the drainage easement. The approval and recording the relinquishment will be added as a condition for approval.
4. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. . An engineering report was provided by the engineer of record in Attachment 3. The Preliminary Plat drawing can be found in Attachment 4.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES COMMENTS:

No issues with prelim plat.

CLEAN WATER SERVICES COMMENTS:

Sanitary sewer easements are shown. Each lot has access to public sewer.

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

The drainage easement relinquishment and new revised drainage easement we discussed will need to be finalized as part of the final plat.

The property is in the **Pierson Creek** drainage basin.

The property **is not** located in a FEMA designated floodplain.

Staff **is** aware of flooding problems in the area.

The city is not aware of a sinkhole at this location.

A fee in lieu of on-site stormwater detention **is not applicable because detention is already provided.**

The property **is not 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 per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
1. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
2. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
3. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.
4. If the property has a sinkhole on the property a geotechnical report is required per Chapter 11 Section 2 of the stormwater design criteria manual.
5. If the property has a stream buffer the property owner may be required to provide a stream buffer easement per Chapter 8 Section 4.1.3.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Blackman Road as a Secondary Arterial roadway and E. Seminole Street as a Local roadway. The standard right-of-way width for S. Blackman Road is 35-feet from the centerline. The standard right-of-way width for E. Seminole Street is 30-feet from the centerline. It appears additional right-of-way is not needed along S. Blackman Road or E. Seminole Street. A survey is recommended to determine the exact amount of existing right-of-way. S. Blackman Road and E. Seminole Street are both city-maintained streets.

DRIVEWAY ACCESS

There is currently one driveway access point to the property from S. Blackman Road one driveway access point onto the property from E. Seminole Street. No additional driveways will be allowed.

SIDEWALK

There is existing sidewalk along the property frontage on S. Blackman Road and E. Seminole Street. The existing infrastructure meets current City Standards.

IMPROVEMENTS

None required.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. Blackman Road	Secondary Arterial	No	35	35
Street 2	E. Seminole Street	Local	No	25	25

PUBLIC WORKS TRANSPORTATION DIVISION COMMENTS:

6. IF required, Public Improvement Plans must be constructed and accepted prior to approval of the final plat and/or issuance of the Building Permit. A security (cash escrow, letter of credit, or performance bond) can be utilized in lieu of the construction of Public Improvements prior to approval of final plat or issuance of a building permit. Generally, most securities will be approved, but are reviewed on a case-by-case basis as outlined in City Code Sect. 98-14. IF securities are utilized, you will have one year to construct the submitted and approved public improvements (3 years for sidewalk) after approval of the final plat or issuance of the building permit. If securities are desired, please see the link below to complete a Request to Secure Public Improvements Form and the Security Checklist which provides links to forms and more information on the process. It is highly recommended you contact Austin Biellier (abiellier@springfieldmo.gov) or Brett Foster (bfoster@springfieldmo.gov) for more detailed information and instructions if you desire to submit securities. After public works plans are approved and fees are paid, securities will take approximately two weeks for approval after all correct documents are received. Please make sure to plan accordingly for this approval period.

Please see the link to the application below which can be copied and pasted into your internet browser:

<http://www.springfieldmo.gov/DocumentCenter/View/19701>

<https://www.springfieldmo.gov/DocumentCenter/View/19702/Checklist-for-Escrow-Submittal-for-Public-Improvements?bidId=>

CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.
7. The portion of the drainage easement that is encroaching into the newly proposed Unit 2 must be relinquished and recorded before the recording of the final plat.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

ENGINEERS REPORT

FOR

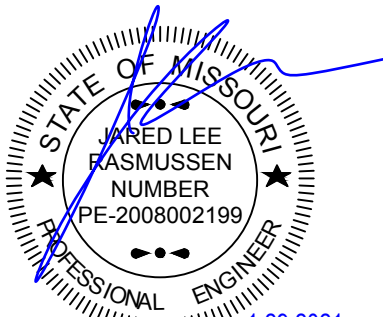
TERRAGREEN CONDOMINIUMS PHASE IV

SPRINGFIELD, MISSOURI

Prepared for:

CLIENT – ARKIFEX STUDIO, LLC
221 SOUTH AVENUE
SPRINGFIELD, MO

OWNER/DEVELOPER – H2D2-TGD, LLC
3720 CASTLEBAY COURT
SPRINGFIELD, MO



JARED LEE RASMUSSEN—CIVIL ENGINEER
MO# PE-2008002199

JANUARY 29, 2021

Prepared By: Jane Earnhart
Reviewed By: Jared Rasmussen, P.E.
Olsson, Inc.

550 St. Louis St.
Springfield, MO 65806
Missouri Engineering Certificate of Authority #001592



The Developer is seeking to plat the 5.9-acres+/- of previously platted property to allow for the increase in size of condominium Unit 2.

GENERAL:

Item 1: Review comments from the pre-development review meetings held on December 16, 2020 have been incorporated into the Preliminary Plat drawing and in this report.

Item 2: There are no variances currently being requested as part of this plat.

Items 3-11 and 13-16: See the preliminary plat for each of these items.

Item 12: There are existing protective covenants and restrictions. A copy is included in this submittal.

STORMWATER:

Item 17: Based on City contour data, approximately 77.5 acres of off-site drainage flows across the southwest portion of the property. There is an existing drainage easement for this off-site flow recorded in Book 2436, Page 1832. This submittal includes a request to relinquish a portion of this existing drainage easement.

According to FEMA Flood Insurance Rate Maps, this property does not lie within a FEMA designated floodplain.

Item 18: See the Preliminary Plat for the location of existing easements that convey on-site and off-site flows.

Item 19: Detention has been provided for in an existing detention basin. No additional improvements are needed.

Item 20: Per City GIS mapping there are no sinkholes on site.

Item 21: No off-site sinkholes are known to be affected by the subject property.

Item 22: Detention has been provided for in an existing detention basin. No payment of fee in lieu of constructing detention will be proposed.

Item 23: The previous storm drainage calculations for the previous improvements are attached for reference. No additional improvements are needed.

WATER QUALITY:

Item 24: The existing site includes water quality improvements that meet the City's water quality requirements..

SANITARY SEWER:

- Item 25: There is existing sanitary sewer that serves the property. No additional improvements are required.
- Item 26: There are no anticipated sewer capacity issues.

STREET SYSTEM:

- Item 27: According to the street classification as shown in the Major Thoroughfare Plan, the existing adjacent street to the north is Seminole Street is classified as a local street, and Blackman Road is classified as a secondary arterial,.
- Item 28: The existing right-of-way widths on Blackman Road and Seminole Street are shown on the Preliminary Plat. No additional right-of-way or improvements are required.
- Item 29: There are no projected street connectivity to property lines.
- Item 30: There are no new streets.
- Item 31: Does not apply to this site.
- Item 32: Public sidewalks are existing on the south side of Seminole and along Blackman road.
- Item 33: A Traffic Impact Statement was not required.

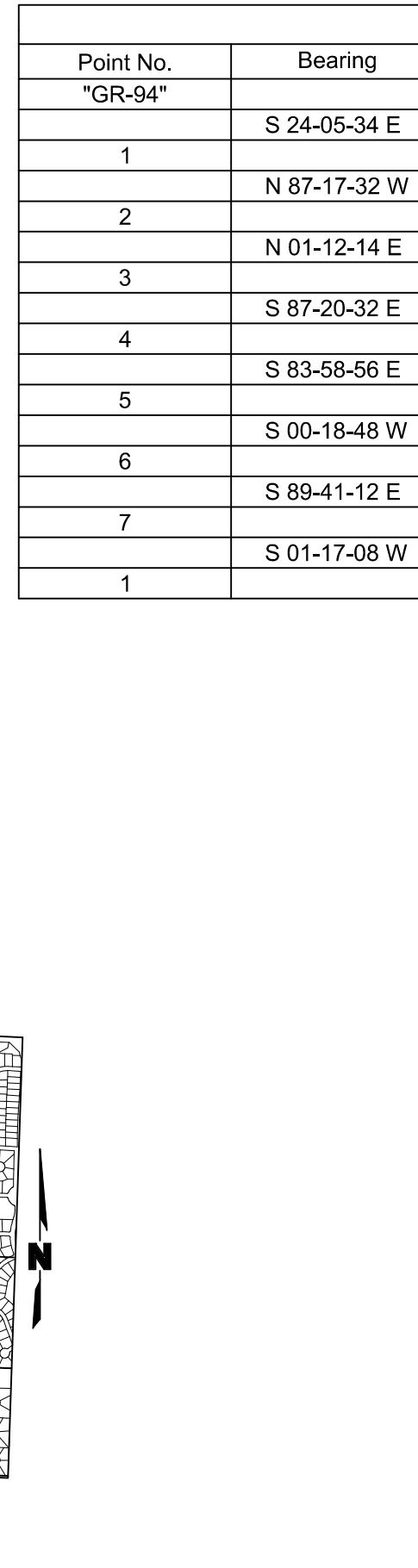
STREET DESIGN:

- Item 34: There are no known programmed upgrades for the existing Blackman Road or Seminole Street.
- Item 35: The right-of-way width, pavement width and storm water facilities for the existing adjacent streets are as shown on the Preliminary Plat.
- Item 36: This is not applicable, there are no new streets proposed for this property.
- Item 37: This is not applicable, there are no new streets proposed for this property.

ACCESS:

- Item 38: Cross access easements are shown on the Preliminary Plat connecting all the Lots (Units).
- Item 39: No new driveways are proposed.
- Item 40: Site distance requirements for proposed streets and driveways were designed to meet the Design Standards for Public Improvements.
- Item 41: No access limitations are required.

PRELIMINARY PLAT OF
TERRAGREEN CONDOMINIUMS PHASE IV
A REPLAT OF UNITS 1, 2, 3 & 4 AND THE COMMON AREA OF TERRAGREEN
CONDOMINIUMS PHASE III, A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER (NE
1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THIRTY-FOUR (34) TOWNSHIP
TWENTY-NINE (29) NORTH, RANGE TWENTY-ONE (21) WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



LEGEND

	Found Monument (As Noted)
	Benchmark
	Bike Rack
	Bollard
	Electric Box
	Electric Cabinet
	Electric Vault
	Fire Hydrant
	Fiber Optic Vault
	Flared End Section
	Gas Meter
	Grate Inlet
	Guy Wire
	Irrigation Valve
	Junction Box
	Light Pole
	Mail Box
	Measured
	Monitoring Well
	Platted
	Power Pole
	Power Pole w/Light
	Sanitary Cleanout
	Sanitary Manhole
	Storm Manhole
	Sign
	Telephone Pedestal
	Vent Pipe
	Water Meter
	Water Valve
	Electric Underground
	Fiber Optic Line
	Gas Line
	Power Line Overhead
	Sanitary Sewer Line
	Storm Sewer Line
	Water Line
	Wood Fence
	Concrete Sidewalk
	Concrete Pavement
	Asphalt Pavement
	Gravel

PROPERTY DESCRIPTION

All of Units 1, 2, 3 & 4 and the Common Area of TerraGreen Condominiums Phase III, a Replat of Units 1, 2, 3 & 4 of and the Common Area of TerraGreen Condominiums Phase II, a Subdivision located in the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirt-four (34) Township Twenty-nine (29) North, Range Twenty-one (21) West, City of Springfield, Greene County, Missouri, duly recorded in the Greene County Records Office in Plat Book AAA, at Page 404. Subject to any easements and restrictions of record.

INFORMATION OF FACT

1. This survey and plan is based upon the following data and/or exceptions:

Deed of Record	Yes	No	Item
	<u>X</u>	<u> </u>	Book 2007, Page 12095-07; Book 2013, Page 052725-13; Book 2014, Page 8887-14; Book 2019, Page 44710-19
Filed Maps	<u>X</u>	<u> </u>	See Note 23
Title Search/Binder	<u>X</u>	<u> </u>	Hogan Land Title, Report No. 2101234, Effective Date January 6, 2021 at 8:00 am

2. This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed on January 14, 2021, by me or under my direct supervision, in accordance with the rules and regulations promulgated by the "State Board of Professional Engineers and Land Surveyors". The information depicted hereon, to the best of my knowledge and belief, represents the conditions found at, and as of the date of the field survey, except such improvements or easements, if any below the surface and not visible. Accordingly the undersigned professional is not responsible for the presence of underground utilities or structures, if same are not visible or otherwise disclosed by any aforementioned data listed above.

3. This survey or plan is made for and certified to the parties named hereon for the purpose(s) stated. No other purpose is intended nor implied. The undersigned professional is neither responsible nor liable for the use of this plan beyond its intended purpose.

4. The use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the undersigned professional's knowledge, information and belief, and in accordance with the commonly accepted procedure consistent with the applicable standards of practice, and does not constitute a warranty or guarantee either expressed or implied.

5. Current Zoning: PD-313, Ordinance No 5642

Building Setbacks:	
Front Yard Setback:	25 feet
Side Yard Setback:	10 feet, except that no side yard is required for buildings having a common wall side lot line.
Rear Yard Setback:	10 feet
Maximum Building Height:	35 feet
Parking/Vehicle Setbacks:	
Front Yards:	5 feet with landscaping consisting of a row of boxwoods or similar hedges at least 30 inches tall at maturity.
Rear Yards not bordering R-SF district:	None
Rear Yards bordering R-SF district:	15 feet
Side Yards:	None

6. The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 29077C0362E, Effective Date December 17, 2010, shows this property is located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain.)

7. Olsson and the surveyor of record make no guarantees that the underground utilities shown hereon comprise all such utilities in the area, either in service or abandoned. Olsson and the surveyor of record further does not warrant that the underground utilities shown are in the exact location indicated. Olsson and the surveyor of record have not physically located the underground utilities. If any underground utility locations are required, they will have to be verified by field potholing the utilities as utility depths will not be indicated on the topographic survey. Olsson and the surveyor of record shall not be liable for the location of or the failure to note the location of non-visible utilities. Utilities were ordered to be located per one-call ticket number 210100166. The companies listed on the ticket are ATT Distribution, City Utilities - Gas, Water, Electric and Fiber; City of Springfield - Sewer and Traffic and MNA-Bluebird.

8. There shall be no construction of any kind, including paving, located in the detention easement shown crossing the southwest corner of this plat, except within the area shown as proposed detention easement relinquishment (by separate instrument).

9. The area shown hereon is not located in a storm sewer district as of the date of recording and may be subject to future assessment costs if included in a future storm water drainage benefit district deemed necessary resulting from problems created by surface water runoff. This is due to the fact that the surface water runoff is presently being accommodated by street and open drainage facilities.

10. All development shall be in accordance with Planned Development No. 313, approved by City Council on January 29, 2007, Ordinance No. 5642, and any subsequent amendments.

NOTES

1. Total Area:	257,980± square feet or 5.922 ± acres of land
2. Total Number of Units:	Four (4) units.
Smallest Unit:	Unit 1 - 7,252 Sq. Ft.±, 0.166 Ac.±
Largest Unit:	Unit 3-23,677 Sq. Ft.±, 0.544 Ac.±
3. Proposed Land Use:	PD-313 (Office Space)
4. Preliminary Plat Submittal Date:	February 1, 2021
5. All internal public roads shall be designed to the current Greene County design standards and requirements.	

PREPARED FOR
Arkifex Studio, LLC
221 South Ave.
Springfield, MO 65804

PREPARED BY
Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

BASIS OF BEARINGS
Grid North based on Missouri State Plane
Coordinate System 1983 by use of MoDOT
continuously operating GNSS RTK Network
Central Zone
Control Station: GR-94
Site Grid Factor: 0.99993115
N: 492290.3230 (sft.) E: 1429376.2690 (sft.)

PRELIMINARY PLAT OF TERRAGREEN CONDOMINIUMS PHASE IV

drawn by: DRC	DATE	REVISION	BY
surveyed by: CO			
checked by: DDD			
approved by: DDD			
project no.: 20-3197			
file name: V_PPT-PH4_0203197	01 18 21	Original Preparation	DRC

Olsson

One-rdg. _____
P. Hrngs. _____
Pgs. 20
Filed: 03-30-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 085

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Olive Corner, generally located at 519 West
4 Olive Street, upon the applicant filing and recording a final plat that
5 substantially conforms to the preliminary plat; and authorizing the City
6 Clerk to sign the final plat upon compliance with all the terms of this
7 Ordinance. (Staff recommends that City Council accept the public
8 streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of Olive Corner, dated January 29, 2021,
12 is on file with the City's Department of Planning and Development; and
13

14 WHEREAS, on March 11, 2021, the Planning and Zoning Commission of the City
15 of Springfield, Missouri, conditionally approved the Preliminary Plat of Olive Corner,
16 which is generally located at 519 West Olive Street.
17

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

21 Section 1 – City Council hereby authorizes the Director of Planning and
22 Development, on behalf of the City of Springfield, to accept the land, easements, and
23 improvements dedicated to the City, as shown on the Preliminary Plat of Olive Corner,
24 which is generally located at 519 West Olive Street, as approved by the Planning and
25 Zoning Commission. The original plat of Olive Corner is on file in the Department of
26 Planning and Development (“Approved Preliminary Plat”), a reduced version of which is
27 attached hereto for general reference as “Exhibit B - Attachment 4,” and all of “Exhibit
28 B” including attachments, is incorporated herein by this reference.
29

30 Section 2 – The Director of Planning and Development shall be authorized to
31 accept the land, easements, and improvements dedicated to the City, as shown on said
32 plat, upon the applicant filing and recording a final plat in accordance with this
33 Ordinance and the Subdivision Regulations of the City, which final plat shall

substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of the above written conditions.

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Kyle J. [Signature], Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021 - 085

FILED: 03-30-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Olive Corner, generally located at 519 West Olive Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Olive Corner dated January 29, 2021, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit D - Attachment 4."
- B. The Planning and Zoning Commission held a public hearing on March 11, 2021, and approved the preliminary plat by a vote of 6 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all City and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per

the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

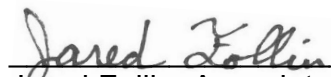
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* designates this area as Greenway and Greater Downtown. The Major Thoroughfare Plan classifies Olive Street as a local street and Main Avenue as a local street.

REMARKS:

Staff recommends approval.

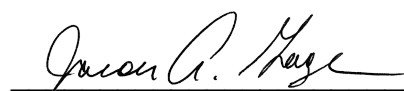
Submitted by:


Jared Follin, Associate Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Engineering Report

Attachment 4, Preliminary Plat

Exhibit A

**RECORD OF PROCEEDINGS
PRELIMINARY PLAT – OLIVE CORNER
Planning and Zoning Commission – March 11, 2021**

Preliminary Plat of Olive Corner
519 West Olive Street

Applicant: Olive Pit, LLC

Mr. Hosmer stated that this is a request to approve a one-lot commercial subdivision located at 519 West Olive Street. The Comprehensive Plan identifies this as the Greater Downtown area, Center City is the appropriate zoning category for this area. The Transportation Plan classifies Olive Street and Main Avenue as a Local roadways. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention is not applicable because the site is built out. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Jared Rasmussen, representative and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** item Preliminary Plat of Olive Corner (519 West Olive Street). Mr. Knuckles seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, and Bruce. Nays: None. Abstain: None. Absent: Ogilvy and Broekhoven.



Bob Hosmer, AICP
Planning Manager

Exhibit B

Development Review Staff Report

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

MARCH 11, 2021

APRIL 5, 2021

CASE: Preliminary Plat of Olive Corner

ACRES: 0.498

LOCATION: 519 West Olive Street

EXISTING LAND USE: Parking Lot/Mixed-use

APPLICANT: Olive Pit, LLC

STAFF: Jared Follin, Associate Planner
417-864-1612

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:

The applicant is proposing a preliminary plat for a one-lot subdivision named "Olive Corner" to prepare for a future condominium subdivision of the existing structure located at 519 West Olive Street.

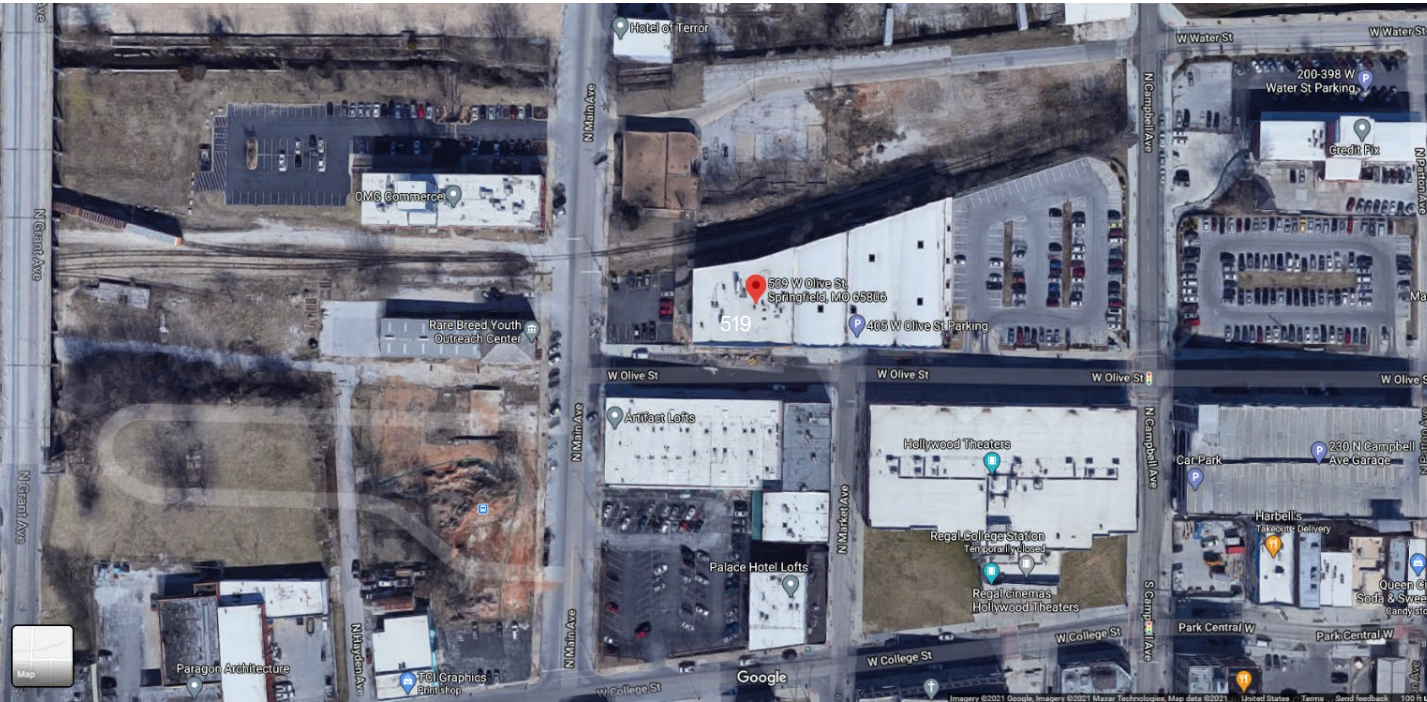
FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	Center City	Center City	Center City	Center City
LAND USE	Vacant/Green Space	Mixed-Use	Mixed-Use	Mixed-Use

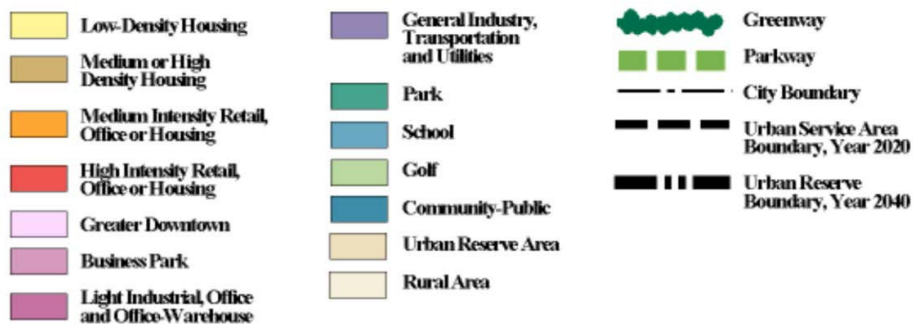
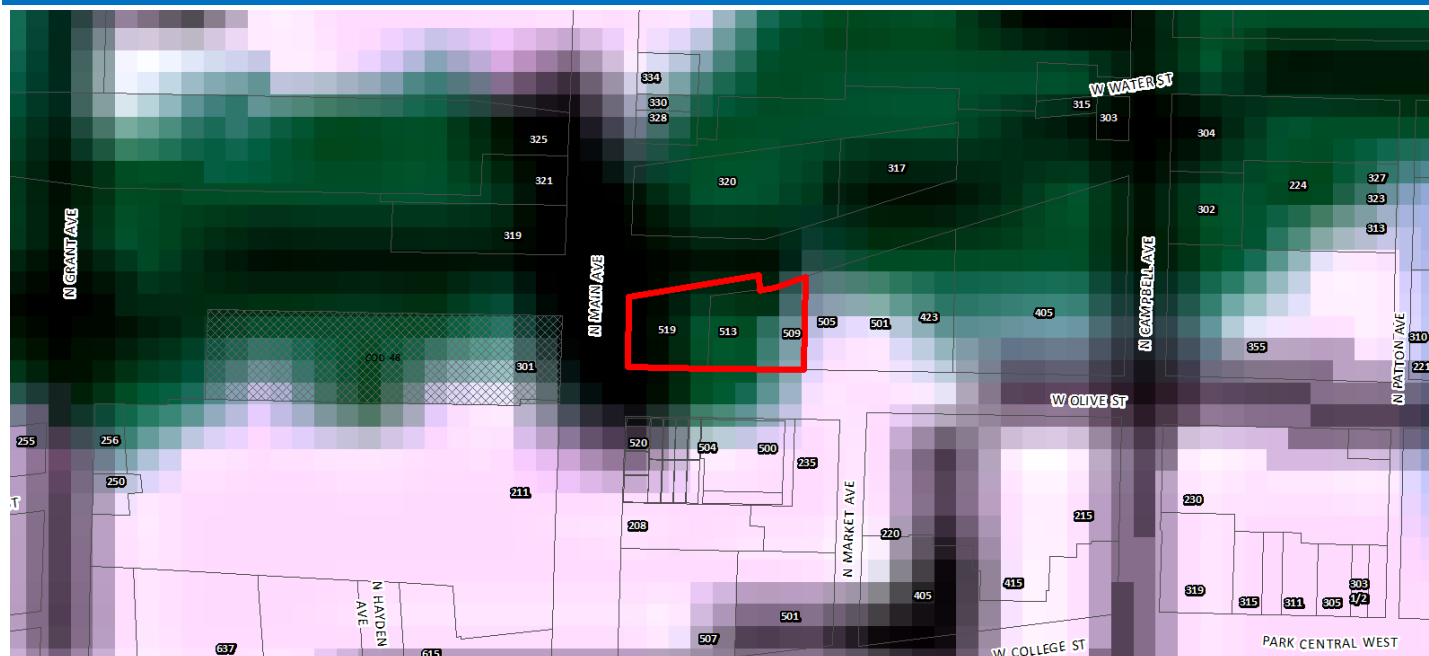
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property has been incorporated in the City of Springfield since 1855. Most of the property has not gone through the Major Subdivision process; however, the property was certified as one tract of land in 2006

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR CENTER CITY
Minimum Lot Size	None
Maximum Structure Height	None
Front Yard Setback	None
Side and Rear Setbacks	None
Street Classification	Olive Street Main Avenue
Sidewalks (Per Sec.36-471)	There is existing sidewalk along the property frontage on N. Main Avenue and W. Olive Street. The existing infrastructure meets current City Standards.
Open Space Requirement	None

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* designates this area as Greenway and Greater Downtown. The Major Thoroughfare Plan classifies Olive Street as a local street and Main Avenue as a local street.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 0.5 acres into a one-lot subdivision named "Olive Corners."
2. The applicant plans to subdivide the property into condominium units at a later date.
3. The proposed lot meets the requirements of the City's Subdivision Regulations.
4. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. An engineering report was provided by the engineer of record in Attachment 3. The Preliminary Plat drawing can be found in Attachment 4.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

DEPARTMENT COMMENTS:

ATTACHMENT 1

AT&T

AT&T HAS FACILITIES WITHIN R/W, AND U/E FEEDING EXISTING STRUCTURES IN AND NEAR THIS DEVELOPMENT THAT WILL CONTINUE TO BE MAINTAINED. LOCATES NEED TO BE CONDUCTED PRIOR TO ANY CONSTRUCTION TO IDENTIFY ANY UTILITIES IN THE PROPOSED DEVELOPMENT LOCATIONS, AND TO IDENTIFY IF THEY CONFLICT WITH THIS DEVELOPMENT PLAN. THE SITE DEVELOPMENT MAY REQUIRE EXISTING AT&T FACILITIES TO BE RELOCATED AT THE DEVELOPER'S EXPENSE. CONTACT ENGINEER STEVEN BEIER 417-836-2761 180 DAYS PRIOR TO CONSTRUCTION. PLEASE NOTE THAT IF THE DEVELOPMENT OF THIS PROPERTY WILL NEED ADDITIONAL AT&T FACILITIES PLACED, CONTACT ENGINEER STEVEN BEIER 417-836-2761 180 DAYS PRIOR TO CONSTRUCTION.

CITY UTILITIES COMMENTS:

OH Elec service to 501 W Olive appears to pass through this property and run along the north side of the building. Relocation or 10ft easement may be needed.

CLEAN WATER SERVICES COMMENTS:

No issues with the preliminary plat. Tract has access to public sewer.

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

The property is in the **Jordan Creek North Branch** drainage basin.

The property **is not** located in a FEMA designated floodplain.

Staff **is** aware of flooding problems in the area.

The city is not aware of a sinkhole at this location.

A fee in lieu of on-site stormwater detention **is not applicable because the site is built out.**

The property **is not 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 per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.
5. If the property has a sinkhole on the property a geotechnical report is required per Chapter 11 Section 2 of the stormwater design criteria manual.
6. If the property has a stream buffer the property owner may be required to provide a stream buffer easement per Chapter 8 Section 4.1.3.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies N. Main Avenue and W. Olive Street as Local roadways. The standard right-of-way width for N. Main Avenue and W. Olive Street is 25-feet from the centerline. A survey is recommended to determine the exact amount of existing right-of-way. N. Main Avenue and W. Olive Street are both city-maintained streets.

DRIVEWAY ACCESS

There is currently one driveway access point to the property from N. Main Avenue and no driveway access points to the property from W. Olive Street. Any additional driveways will be required to meet existing spacing standards for a local roadway.

SIDEWALK

There is existing sidewalk along the property frontage on N. Main Avenue and W. Olive Street. The existing infrastructure meets current City Standards.

IMPROVEMENTS

None required.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	N. Main Avenue	Local	No	40	25
Street 2	W. Olive Street	Local	Yes	30	25

MEDIACOM

Mediacom has a coax cable feeding this building, the cable runs along the north side of the parking lot to the north west corner of the building.

CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

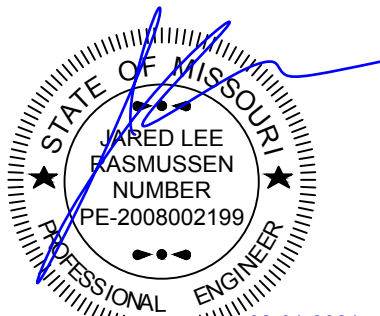
1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

ENGINEER'S REPORT FOR THE PRELIMINARY PLAT OF OLIVE CORNER SPRINGFIELD, MISSOURI

Prepared For:

Todd Turoci
1010 Wilshire BLVD
Los Angeles, CA 90017



02-01-2021

JARED LEE RASMUSSEN—CIVIL ENGINEER
MO# PE—2008002199

February 2021

Olsson Project No. 020-39540

The Developer is seeking to complete a one lot subdivision to allow for a future condominium subdivision of the existing building located at 509 W. Olive Street. No alterations are proposed to the existing site or building.

GENERAL:

Item 1: Review comments from the pre-development review meeting held on December 11, 2020 (PREDEV2020-00315) have been incorporated in to the Preliminary Plat drawing and in this report.

Item 2: No variances are being requested.

Items 3-11 and 13-16: See the Preliminary Plat for each of these items.

Item 12: There are no existing protective covenants or deed restrictions.

STORMWATER:

Item 17: There are no proposed changes to stormwater flows and all pertinent information is shown on the Preliminary Plat.

Item 18: See the Preliminary Plat for the location of existing drainage easements to convey on-site and off-site flows.

Item 19: No site development/redevelopment is planned.

Item 20: No sinkholes are known to affect the property.

Item 21: No sinkholes are known to affect the property.

Item 22: Payment in lieu of detention is not being proposed.

Item 23: Does not apply to this site. No sinkholes are known to affect the property.

WATER QUALITY:

Item 24: No development or redevelopment is proposed, so storm water quality does not apply to this subdivision.

SANITARY SEWER:

Item 25: Sanitary sewer is available to the property. No improvements are planned.

Item 26: There are no known capacity issues per the pre-subdivision review.

STREET SYSTEM:

Item 27: According to the street classification as shown in the Major Thoroughfare Plan, the existing adjacent streets are Olive Street to the south, and Main to the west. Both are classified as Local.

Proposed streets: There are no proposed streets.

Item 28: According to the street classification as shown in the Major Thoroughfare Plan, the existing adjacent streets are Olive Street to the south, and Main to the west. Both are classified as Local, and both have adequate ROW. No ROW changes are proposed.

Item 29: No new streets are proposed.

Item 30: Does not apply to this site.

Item 31: Does not apply to this site.

Item 32: Existing Sidewalks: Sidewalks are in place along both Olive and Main and are shown on the Preliminary Plat.

Proposed Sidewalks: There are no proposed sidewalks.

Item 33: No change in use is proposed. Therefore, no changes in traffic patterns or intensity are anticipated.

STREET DESIGN:

Item 34: The existing adjacent streets, Olive and Main, are not programmed for upgrading or construction in the Capital Improvement Program.

Item 35: The right-of-way width, pavement width and storm water facilities for the existing adjacent streets are as shown on the Preliminary Plat. The existing pavement widths of Olive and Main are shown on the Preliminary Plat. Storm water facility upgrades will not be required.

Item 36: Does not apply to this site.

Item 37: Does not apply to this site.

ACCESS:

- Item 38: This is a one lot subdivision, and no cross-access easements are needed to access adjacent properties.
- Item 39: No new access points are proposed. Existing access points shall remain.
- Item 40: No modifications to the existing access points are proposed.
- Item 41: No access limitations are required.

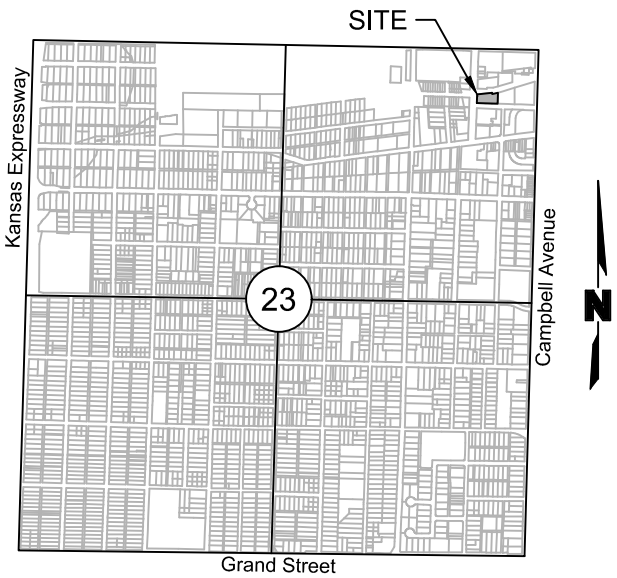
Attachments: Pre-Development Meeting Notes

ENGINEER'S REPORT FOR OLIVE CORNER
Springfield, Missouri

February 2021

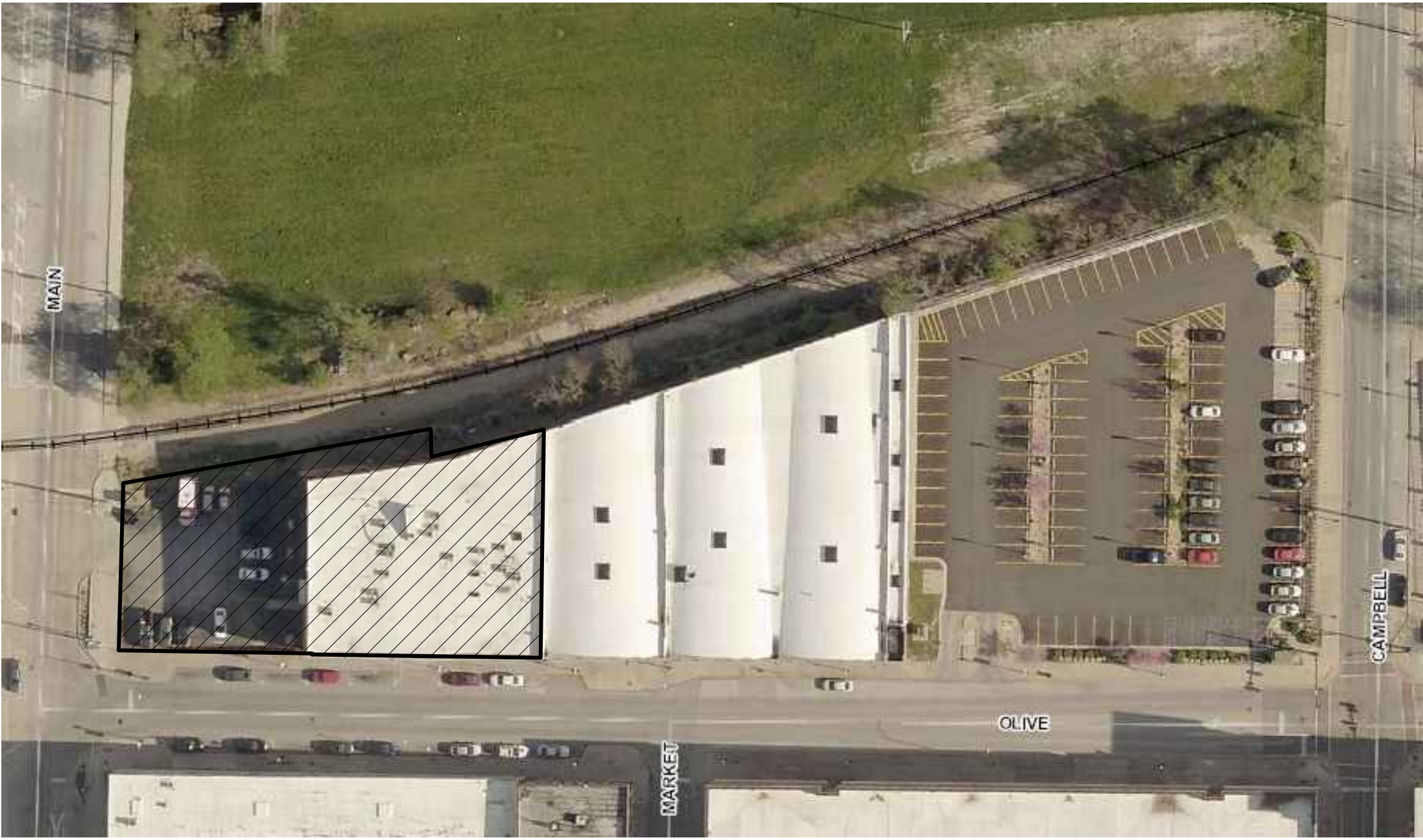
Olsson Project No. 020-39540

DWG: C:\Users\cornold\Documents\CAD\project_shortcuts\020-3954_Olive_Pit_Condos\SRVY\Sheets\V_PPLT_0203954.dwg
DATE: Jan 28, 2021 11:16am XREFS: V_XBNDY_0203954 V_XBNDY_0203954 USER: cornold



LOCATION MAP
Sec. 23, T-29-N, R-22-W
Scale: 1"=2000'

PRELIMINARY PLAT
OLIVE CORNER
PART OF THE NE¼ OF THE NE¼
SECTION 23, TOWNSHIP 29 NORTH, RANGE 22 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



VICINITY MAP
NOT TO SCALE

INFORMATION OF FACT

- This survey and plan is based upon the following data and/or exceptions:

	Yes	No	Item
a) Deed of Record	x	_____	Book 2004 , Page 60367-04 & Book 2005, Page 50815-05
b) Filed Maps	x	_____	See Legend
c) Title Search/Binder	x	_____	Commonwealth Land Title Insurance Company Commitment nos. MTC-2021-5004875 & MTC-2021-5004876, dated 01-13-2021
- Certified To:** Olive Pit, LLC
This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed on January 14, 2021, by me or under my direct supervision, in accordance with the rules and regulations promulgated by the "State Board of Professional Engineers and Land Surveyors". The information depicted hereon, to the best of my knowledge and belief, represents the conditions found at, and as of the date of the field survey, except such improvements or easements, if any below the surface and not visible. Accordingly the undersigned professional is not responsible for the presence of underground utilities or structures, if same are not visible or otherwise disclosed by any aforementioned data listed above.
- This survey or plan is made for and certified to the parties named hereon for the purpose(s) stated. No other purpose is intended nor implied. The undersigned professional is neither responsible nor liable for the use of this plan beyond its intended purpose.
- The use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the undersigned professional's knowledge, information and belief, and in accordance with the commonly accepted procedure consistent with the applicable standards of practice, and does not constitute a warranty or guarantee either expressed or implied.
- Total Area: 21,710± sq.ft - 0.498± acre
Current Zoning: CC (Center City District)
Preliminary Plat Submittal: February 1, 2021
- The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 29077C0333E, Effective Date 12/17/2010 shows this property is located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain).
- Olsson and the surveyor of record make no guarantees that the underground utilities shown hereon comprise all such utilities in the area, either in service or abandoned. Olsson and the surveyor of record further does not warrant that the underground utilities shown are in the exact location indicated. Olsson and the surveyor of record have not physically located the underground utilities. If any underground utility locations are required, they will have to be verified by field potholing the utilities. Olsson and the surveyor of record shall not be liable for the location of or the failure to note the location of non-visible utilities. Utilities were ordered to be located per one-call ticket number 210060980. The companies listed on the ticket are ATT Transmission/Distribution, Brentwood Management, City Utilities Electric/Fiber/Gas/Water, City of Springfield Sewer/Traffic and Mediacom.

BOUNDARY DESCRIPTION

Book 2005, Page 50815-05 (Tract 1):
All Beginning at the Northeast corner of Main Avenue and Olive Street as now established and running; thence East 97.9 feet along the North line of Olive Street for a second Beginning Point; thence East 117.34 feet; thence North to the South line of the Missouri Pacific Railroad right of way; thence Southwesterly to a point 37.3 feet South of the North line of the railroad right of way; thence continuing in a Southwesterly direction 60 feet more or less to a point 87.9 feet North of the second Beginning Point; thence South 87.9 feet to the second Beginning Point, all in the City of Springfield, Greene County, Missouri. Also any portion of Olive Street vacated by Ordinance No. 631 in the Office of the City Clerk of the City of Springfield, Greene County, Missouri, subject to any part thereof taken, deeded or used for road or highway purposes.

Book 2004, Page 60367-04 (Tract 2):
Beginning at the Northeast corner of Main Avenue and Olive Street, as established in the City of Springfield, Greene County, Missouri; thence North along the East line of Main Avenue, a distance of 84.85 feet to a point being 22.1 feet perpendicular distant Southerly to the centerline of the first main track of the Missouri Pacific Railroad Company; thence in a Northeasterly direction and making an angle 78°37' to the right from the East line of said Main Avenue a distance of 159.0 feet to a point being 21.1 feet perpendicular distant Southerly to the center of the first main track of the Missouri Pacific Railroad Company; thence in a Southerly direction and making an angle of 98°58' to the right from the last described course, a distance of 14.2 feet to a point being 35.1 feet perpendicular distant Southerly to the center of the first main track of the Missouri Pacific Railroad Company; thence in a Southwesterly direction and running 35.1 feet perpendicular distant Southerly to the center of the first main track of the Missouri Pacific Railroad Company, a distance of 60.1 feet to a point being 97.21 feet East of the East line of said Main Avenue and also being the West line of the Finkbinder Transfer and Storage Company tract as acquired from the Missouri Pacific Railroad Company as recorded in Book 759 at Page 405 in the Office of Greene County Recorder of Deeds; thence South along the West line of said tract as described in said Deed Book 759 at Page 405, a distance of 87.29 feet to the North line of Olive Street, as established by Ordinance 11,594 on January 13, 1922; thence West along the North line of said Olive Street, a distance of 97.9 feet to the Point of Beginning, being situated in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Twenty-Three (23), Township Twenty-Nine (29), Range Twenty-Two (22), in the City of Springfield, Greene County, Missouri, subject to any part thereof taken, deeded or used for road or highway purposes.

CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:

That I, David D. Drumm, do hereby certify to Olive Pit, LLC, that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson, Inc., dated January 28, 2021, and signed by David D. Drumm, PLS 2007017958, and that the monuments and lot corner pins shown herein were placed under the personal supervision of David D. Drumm, PLS 2007017958, in accordance with the current Missouri Standards For Urban Property Boundary Surveys.


David D. Drumm, MO PLS 2007017958
Olsson, Inc., MO LC366
ddrumm@olsson.com
Date 01-29-21

LEGEND

- Found Monument (As Noted)
- Set 1/2" Rebar w/Plastic Cap, "LC 366"
- Set 5/8" Rebar w/Alum. Cap, "LC 366"
- (M) Measured Distance
- (D1) Deed Book 2005, Page 50815-05
- (D2) Deed Book 2004, Page 60367-04
- (D3) Deed Book 759, Page 405
- (AS) Administrative Subdivision (AS-6090)
- (S1) Survey by George Kastendieck (SRB 16, Page 60)
- (S2) Unrecorded Survey by Landmark (LSC 3947 8-24-2004)
- (P) Artifacts Loft Condominiums (Plat Book AAA-103)
- (ORD) City Ordinance G-631, Vol. G-2, Pg. 82-83 (11-01-1949)

BENCHMARKS

Benchmark #1: COS 018
NE quadrant of Campbell Ave. @ Water Street.
Elevation=1274.82 (NAVD88)

Benchmark #2: Square cut in SE corner of 12" concrete headwall on the West side of Main Ave. @ Water Street.
Elevation=1267.31 (NAVD88)

OWNER

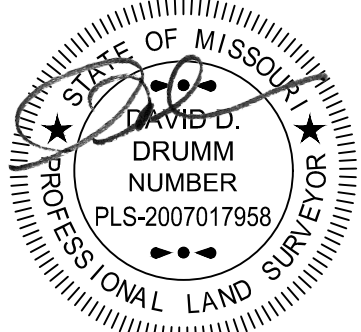
Olive Pit, LLC
1050 E. Walnut Street
Suite A
Springfield, MO 65806

DEVELOPER

Todd Turcoi
1010 Wilshire Blvd.
Los Angeles, CA 90017

PREPARED BY

Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806



drawn by:	DATE	REVISION	BY
CDA			
surveyed by:	BP/CO		
checked by:	DDD		
approved by:	DDD		
project no.:	020-3954		
file name:	V_PPLT_0203954		
	01.29.21	Original Preparation	CDA

Sheet 1 of 2
Preliminary Plat of Olive Corner



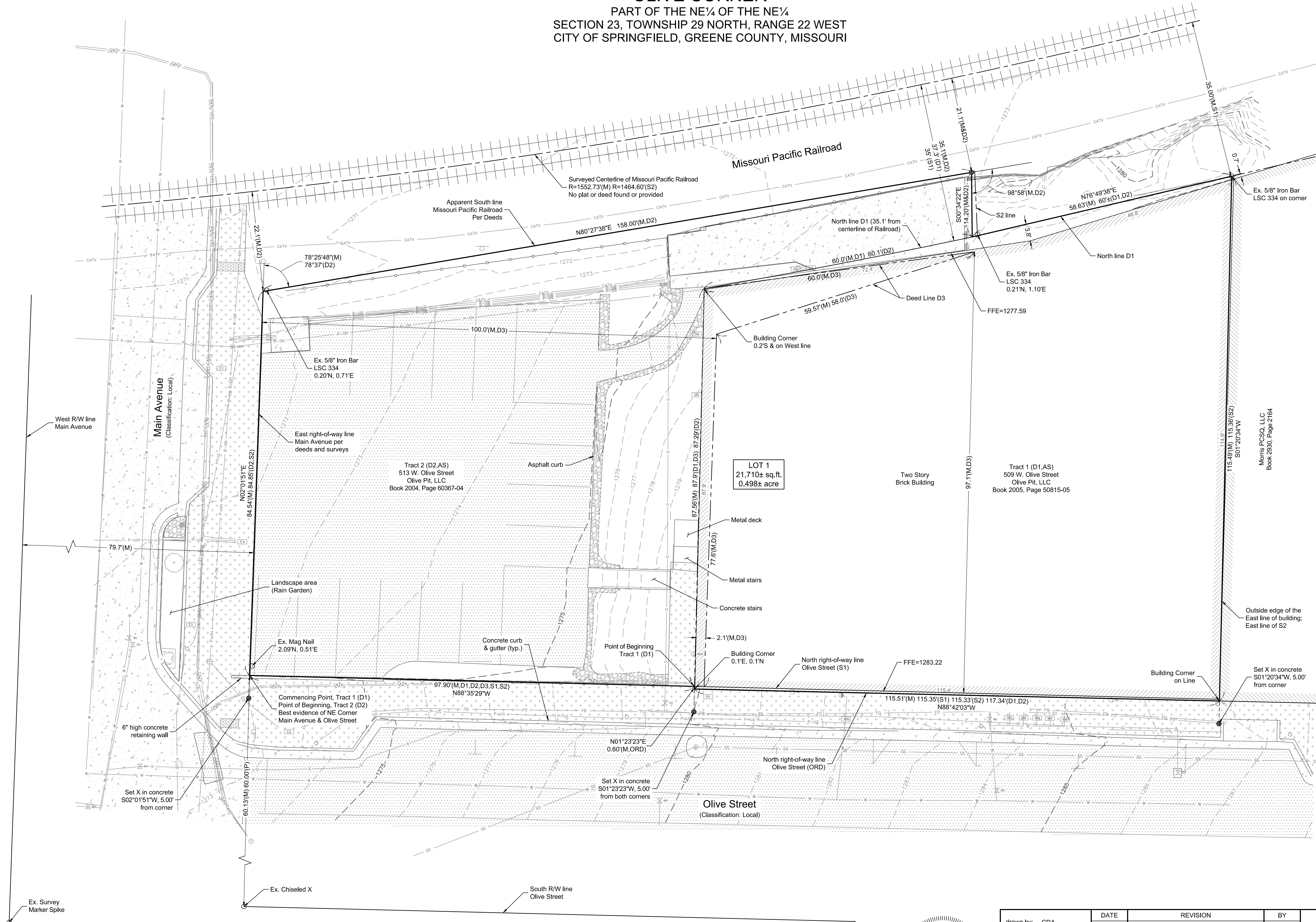
Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St. TEL 417.890.8802
Springfield, MO 65806 FAX 417.890.8805 www.olsson.com

DWG: C:\Users\cornold\Documents\CAD\project shortcuts\020-3954 Olive Pit Condos SRVY\Sheets\V_PPLT_0203954.dwg
DATE: Jan 29, 2021 8:34am
USER: cornold
XREFS: V_XBDOPO_0203954



BENCHMARKS
Benchmark #1: COS 018
NE quadrant of Campbell Ave. @ Water Street.
Elevation=1274.82 (NAVD88)
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headwall on the West side of Main Ave. @ Water Street.
Elevation=1267.31 (NAVD88)

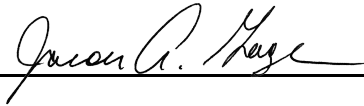
PRELIMINARY PLAT
OLIVE CORNER
PART OF THE NE¼ OF THE NE¼
SECTION 23, TOWNSHIP 29 NORTH, RANGE 22 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



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Filed as Resolution _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 086

FILED: 03-30-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To confirm the appointment Jonathan Barratt to the Airport Plaza Community Improvement District Board of Directors.

BACKGROUND INFORMATION: As required by the petition establishing the Airport Plaza Community Improvement District ("CID"), the City Council must confirm appointments to the CID Board of Directors. The CID Board of Directors recommends the following appointment to the Board:

<u>Seat</u>	<u>Name</u>	<u>Qualification</u>	<u>Term Expires</u>	<u>Notes</u>
2	Jonathan Barratt	Representative of business in District	1/9/2022	New appointment to serve remainder of unexpired term

Submitted by:



Matt D. Schaefer, AICP
Senior City Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

One-rdg. X
P. Hmgs.
Pgs. 4
Filed: 03-30-21

Sponsored by: McClure

COUNCIL BILL 2021-087 RESOLUTION

A RESOLUTION

1 APPROVING the appointments of Leslie Forrester, Derek Fraley, James Jeffries, and
2 Maurice Moss to the Springfield Center City Development Corporation.
3 (Staff recommends approval.)
4 _____
5

6 WHEREAS, the Springfield Center City Development Corporation ("SCCDC")
7 was established in 1998, for the purpose of financing certain publicly supported center
8 city projects such as the Expo Center and the Jordan Valley Car Park; and
9

10 WHEREAS, the SCCDC Board of Directors has recommended the appointment
11 of Leslie Forrester, Derek Fraley, James Jeffries, and Maurice Moss to the SCCDC
12 subject to approval of City Council.
13

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

17 Section 1 – City Council hereby approves the SCCDC's recommended
18 appointments to the Board of Directors of the SCCDC: Leslie Forrester to fill the
19 unexpired term of David Coonrod, with term to expire September 15, 2026; Derek
20 Fraley to fill the unexpired term of John Wilson, with term to expire September 15, 2026;
21 James Jeffries to fill the unexpired term of Rusty Worley, with term to expire September
22 15, 2022; and Maurice Moss to fill the unexpired term of John Twitty, with term to expire
23 September 15, 2026.
24

25 Section 2 – This Resolution shall be in effect immediately upon adoption.
26

27 Passed at meeting: _____
28
29
30

31 Mayor
32

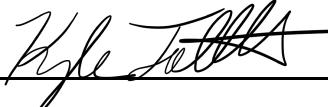
33
34 Attest: _____, City Clerk
35

36

37 Filed as Resolution _____

38

39

40 Approved as to form: , Assistant City Attorney

41

42

43 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 087

FILED: 03-30-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To approve the appointments of Leslie Forrester, Derek Fraley, James Jeffries, and Maurice Moss to the Springfield Center City Development Corporation. (Staff recommends approval).

BACKGROUND INFORMATION: The Springfield Center City Development Corporation ("SCCDC") was established by City Council in 1998 to finance public improvements in the center city, particularly in Jordan Valley Park. They operate similar to the Public Building Corporation ("PBC") in that they provide assistance in financing City projects by issuing tax exempt or taxable bonds. Unlike the PBC, however, the SCCDC's sole focus is on center city. In addition to issuing bonds, the SCCDC may contract for independent project feasibility studies to determine feasibility prior to issuing bonds.

The SCCDC previously issued bonds for the Expo Center and the Jordan Valley Parking Deck. The parking deck bonds were repaid when the deck was sold. The Expo Center has been refinanced with special obligation bonds. The only remaining SCCDC debt is approximately \$2,875,000 for partial funding for the baseball stadium.

Most of the SCCDC's activity occurred in the period from 1998 through 2003 when the City was constructing the major components of Jordan Valley Park. Despite the infrequency of meetings, the Board still plays an important part in center city development related to the Jordan Valley Park development. It is also available as a financing conduit for future projects.

The SCCDC Articles of Incorporation establish the following method for selecting members:

- 4 Members recommended by the City Manager and approved by the City Council
- 1 Member recommended by the Springfield-Greene County Park Board and approved by the City Council; and
- 4 Members recommended by the SCCDC Board of Directors and approved by the City Council

Board members serve a six-year term and may be reappointed.

The Springfield Center City Development Corporation met on March 18, 2021 and recommended the following appointments:

- Leslie Forrester to fill the unexpired term of David Coonrod (Seat 2) with term to expire September 15, 2026.
- Derek Fraley to fill the unexpired term of John Wilson (Seat 3) with term to expire September 15, 2026.
- James Jeffries to fill the unexpired term of Rusty Worley (Seat 5) with term to expire September 15, 2022.
- Maurice Moss to fill the unexpired term of John Twitty (Seat 1) with term to expire September 15, 2026.

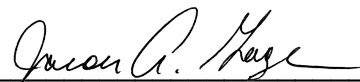
REMARKS: Staff recommends approval

Submitted and Recommended by:

Approved by:



Mary Lilly Smith, Director



Jason Gage, City Manager